

TERMS AND CONDITIONS

VM Building Society Consumer Loan Portal

Effective Date:

These **Terms and Conditions** govern the use of the web-based Consumer Loan Portal (Reach). It is agreed that as an Online User (“the User” “You” and “Your”) the following terms and conditions will govern your use of the **VM Building Society Consumer Loan Portal**.

01. Definitions

Unless the context requires a different interpretation, the following terms shall have the meanings below, and references to the masculine include the feminine and references to the singular shall also include the plural and vice-versa:

“Access Data” means all personal and non-personal data available to the User of the VM Building Society Consumer Loan Portal.

“Account” means any account created by a User to facilitate access to the VM Building Society Consumer Loan Portal.

“Accountholder” means the individual, corporation, partnership, association or sole proprietor who has created an Account.

“Business Day” means a day other than a Saturday, Sunday, excluding banks holidays in Jamaica.

“Instructions” means any of the following transmitted by User to VM Building Society in relation to User’s Account using VM Building Society Consumer Loan Portal:

- a. Change demographic details
- b. Upload documents
- c. Authorisation to request credit report
- d. Authorisation to debit VM Building Society savings account for costs relating to the application processes

“PIN” means personal identification number and is a security code used for verifying your identity.

“Security Codes” means the numbers, letters, symbols or any other characters which are combined to provide the User with exclusive, private and confidential access to the VM Building Society Consumer Loan Portal and are used to verify the identity of the User and includes the Biometrics used to access the VM Building Society Consumer Loan Portal from Your mobile phone or other electronic devices.

“Text Message” is the transfer of short messages between two or more mobile devices and include “SMS” (short messaging system) messages.

“VMBS”, “VM Building Society”, “we”, or “our” mean and refer to Victoria Mutual Building Society.

02. Scope

This Agreement governs the use of the VM Building Society Consumer Loan Portal to access Accounts and utilize a range of online services through the use of any compatible devices capable of facilitating access to The VM Building Society Consumer Loan Portal through the Internet. Users should read the terms and conditions carefully.

This Agreement does not replace Your obligations under any pre-existing Agreements with VM Building Society governing your loan and bank accounts with VM Building Society, but shall be in addition to and must be read together with such Agreements.

VM Building Society, in its sole discretion, has the power to cancel or suspend the Security Codes and other Access Data without prior notice to the User.

03. Acceptance of Terms and Conditions

Use of the Access Data and/or Security Codes to access the VM Building Society Consumer Loan Portal will be deemed an acceptance of and agreement with the Terms and Conditions by the User. By virtue of this Agreement, the User agrees to carefully read all updates and notifications related to the VM Building Society Consumer Loan Portal, posted from time to time on the Internet or website.

04. Use of the VM Building Society Consumer Loan Portal on Your Mobile Phones

You must meet and comply with the technical and security requirements that we establish regarding the VM Building Society Consumer Loan Portal that we may revise from time to time.

We confirm that there is no contractual arrangement or relationship between VM Building Society and Your internet service provider and mobile carrier as it relates to the VM Building Society Consumer Loan Portal. Any arrangement in that regard is solely between You and said mobile carrier and/or third party.

You confirm that all charges and costs associated with the use of Your mobile phone or other electronic device are for Your account and that You are responsible for the payment of such costs incurred.

The VM Building Society Consumer Loan Portal and its related systems, Security Codes and other features are not to be used for any purpose which is illegal, defamatory, or may cause actual or threatened harm to other users or which jeopardizes or threatens to jeopardize the security and integrity of the VM Building Society Consumer Loan Portal and/or its related systems. By accepting these Terms and Conditions, the User agrees and understands that the use of the VM Building Society Consumer Loan Portal requires strict adherence to and observance of our Privacy and Security Policies.

05. Service Hours.

VM Building Society will use its best endeavours to have the VM Building Society Consumer Loan Portal available 24 hours a day, 7 days a week, each day of the year, except during system maintenance and upgrades or where there are service interruptions caused by circumstances beyond the control of VM Building Society.

06. The User's duty to protect Access Data and Security Codes

The User has ultimate care and control of the Access Data and/or Security Codes and agrees to take every reasonable precaution to keep them safe and confidential, including using complex passwords, and not keeping written records of Access Data and/or Security Codes or volunteering such information to others. The User agrees not to give or make the Security Codes and/or Access Data available to unauthorized individuals. The User will be held responsible for any payment which he/she authorizes on the VM Building Society Consumer Loan Portal using the Access Data and/or Security Codes.

07. Lost or Stolen Access Data or Security Codes

Where a User believes that his Access Data and/or Security Codes have been lost or stolen or that someone may attempt to use the VM Building Society Consumer Loan Portal services without consent or has altered information of the User without permission, the User must notify VM Building Society within 24 hours by contacting the Member Engagement Centre via phone at 1-876-754-8627, toll-free from Jamaica at 888-937-8627, toll-free from USA/Canada at 1-866-967-8627, toll-free from UK at 1-800-068-8627, or via email at manager@myvmgroup.com

08. User's Responsibilities

VM Building Society does not hold itself liable to the User for transactions that take place in circumstances of fraud, intimidation, force or trickery. Such incidents must however be reported to VM Building Society within 24 hours of occurrence to minimize the actual or potential losses to the affected person(s) AND the User agrees to cooperate fully with VM Building Society in respect of any subsequent investigation, and to use best efforts to cause any other affected person(s) to cooperate fully with VM Building Society in respect of any such investigation.

The User is responsible for ensuring that his/her computer or any other device used to access the VM Building Society Consumer Loan Portal is adequately secured with the appropriate Access Data and Security Codes and must ensure that he/she is aware of the steps to be taken to mitigate the risks associated with using online services such as the VM Building Society Consumer Loan Portal. The User must familiarize himself or herself with our Privacy and Security Policies located at <https://vmbuildingsociety.myvmgroup.com/privacy-policy/> and is responsible for all transactions which are completed through the VM Building Society Consumer Loan Portal, including:

- a. The use of the Access Data and/or Security Codes by the User or any person to whom the User has made the Access Data and /or Security Codes available.
- b. The User's failure to maintain the security and confidentiality of the Security Codes and assigned Access Data with the result that they are lost, stolen or misused.

- c. An entry error or where fraudulent or invalid information is added to User's profile.
- d. Any other circumstances not mentioned in this list which would reasonably be the sole responsibility of the User.

09. VM Building Society Obligations

VM Building Society endeavours at all times to deliver a reliable product with superior service and will use its best efforts to ensure that the VM Building Society Consumer Loan Portal functions in accordance with the Terms and Conditions governing service. VM Building Society does not warrant that the VM Building Society Consumer Loan Portal will at all times be free from errors, security issues, delays or interruptions, or that the system will be able to meet all the needs of the User. VM Building Society shall not be responsible for any loss, damage whether direct or indirect, costs, charges or expenses incurred by You while using the VM Building Society Consumer Loan Portal service.

VM Building Society shall not be liable for the operational failure of the VM Building Society Consumer Loan Portal or of any participating network device or for any injury, loss or damage arising from criminal activity or otherwise, that may be suffered by the User or any other person in the use of the network devices on or near premises housing same or in the use of the VM Building Society Consumer Loan Portal.

VM Building Society shall not be liable for any unauthorized use of the Access Data and/or Security Codes or for any loss resulting from circumstances over which VM Building Society has no direct control, including but not limited to:

- a. Where the User inputs incomplete and inaccurate information.
- b. Failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problem, operator error or log in sequences or processing delays.
- c. Failure of the User to log off from the VM Building Society Consumer Loan Portal thus allowing access to your personal information by unauthorized users.
- d. Harm or Loss to a personal computer, or other similar device or any records or data or any other device used to access the VM Building Society Consumer Loan Portal.
- e. Unavailability at any time of the VM Building Society Consumer Loan Portal, irrespective of the cause of such unavailability.
- f. Cyber-attacks as a result of the User's failure to refrain from adhering to the required protocol for use of devices to connect to the internet, or as a result of any cause whatsoever.

There may be other exceptions not specifically mentioned in this Agreement.

10. Care and control of Your mobile device

You are required to determine with Your wireless provider if Your mobile phone or other electronic device is capable of accessing the internet. It is Your responsibility to verify that the Mobile App can be used on Your mobile device and the rates which may be applicable from Your mobile data service provider.

You are responsible for the security and storage of Your mobile phones or other electronic devices and for keeping all information on Your mobile phone or electronic device confidential and secured. You should bear in mind that Your use of the VM Building Society Consumer Loan Portal via Your mobile phone may require You to download and store information on Your mobile phones, and Your mobile phone may have the capability to retain and store this information even after you have exited the VM Building Society Consumer Loan portal. Anyone with access to Your mobile phone or other electronic device may be able to view this information and other contents of Your mobile device.

11. Safeguarding your User Information

You must keep Your user information/personal data (which include: password, Access Data and Security Codes such as a Personal Identification Number (“PIN”)) confidential. You must take all the necessary steps to safeguard and protect your user information/personal data on Your mobile phones and other electronic devices.

You must not store or write down Your Access Data, Security Codes or PIN, or share them with anyone. You should also avoid storing them in Your mobile phone or other electronic device and take the necessary steps to secure your mobile phones or other electronic devices at all times.

VM Building Society will never send You an e-mail, pop-ups, SMS or any other kind of internet request or text message on Your mobile phone(s) or other electronic devices which will ask You to reveal Your password, Access Data, Security Codes, PIN or any confidential information and You must not respond to any e-mail, pop-ups, or any other kind of internet request or text message purporting to come from VM Building Society requesting such information.

You must notify VM Building Society immediately in the event You discover that Your mobile phone or any other device used to access the VM Building Society Consumer Loan Portal is compromised.

12. Updating Mobile Phone Number or change of device

It is Your responsibility to update Your profile regarding any change in Your mobile phone number. VM Building Society will not be responsible for any transaction which may be completed using the mobile phone number You use to register your profile for use on the VM Building Society Consumer Loan Portal.

13. Notices

VM Building Society reserves the right to send You notifications, updates, and promotional information via any of the electronic devices used to gain access to the VM Building Society Consumer Loan Portal.

14. System Security

VM Building Society will make reasonable efforts to ensure that the VM Building Society Consumer Loan Portal system and mobile service do not contain programming codes or instructions or viruses intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or hardware. VM Building Society, however, disclaims all warranties, whether expressed or implied, as to the absence of possible contamination.

15. Reasonable Security Procedures

By using the VM Building Society Consumer Loan Portal, the User acknowledges and agrees that VM Building Society has put in place commercially reasonable system security procedures for online transactions, identity verification, protection against unauthorized access by third parties, and protection against undisclosed programmes or extraneous code or data that may be reasonably expected to damage data, software, systems or operations. The User agrees to adhere to the procedures and measures implemented by VM Building Society in furtherance of these efforts.

16. VM Building Society's Right to terminate the Agreement

VM Building Society, in its sole discretion, may cancel without any prior notice, the User's Access Data and/or Security Codes and terminate this Agreement, or suspend or refuse to provide any further services to the User via the VM Building Society Consumer Loan Portal.

17. User's right to cancel the service

Unless otherwise provided in this Agreement or agreed to by VM Building Society, the User may deactivate access to the VM Building Society Consumer Loan Portal by contacting the Member Engagement Centre or VM Building Society at the published numbers.

18. Disclosure of Account Information

VM Building Society may disclose information to third parties in relation to the account(s) or transactions of Users, including:

- a. To subsidiaries and affiliates of VM Building Society including overseas operations;
- b. If the VM Building Society shall deem it necessary to make such disclosures to protect the interests of the VM Building Society from any harm, loss or injury;
- c. To comply with any requirement for disclosure imposed by law, pursuant to the directives of any Court or duly-empowered government agency or department;
- d. Where VM Building Society has received written permission (including electronic instructions) or where it is necessary for activating additional services requested; and
- e. In any other circumstances in which the User shall give written authorization to make such disclosure

19. Change of Address, E-mail Address and Telephone Number

The User must notify VM Building Society immediately of any change of address, e-mail address or telephone number by contacting the Member Engagement Centre or VM Building Society.

20. Electronic Communications

Unless instructed otherwise, the User agrees that VM Building Society may send him/her promotional electronic messages about other products and services offered by the VM Group, based on the contact information provided to VM Building Society by the User, and that VM Building Society may respond to any electronic message that is sent by the User via the message function on the VM Building Society Consumer Loan Portal. Any electronic message sent to a User by VM Building Society shall be treated as if it were sent by pre-paid post and shall be considered received within three (3) days of the date sent by VM Building Society, irrespective of whether the User has signed on to the VM Building Society Consumer Loan Portal system within that time frame.

Instructions issued to VM Building Society from your e-mail address and/or transactions executed online using the VM Building Society Consumer Loan Portal are deemed to come from or be authorized or executed by You, and it is agreed and understood by the User that VM Building Society will be entitled to act on such instructions and allow the completion of such transactions without query or further investigation.

The User understands that cell phones and Internet e-mails are not always a secure means of communication and therefore assumes full responsibility for the risks associated with doing so. These risks include the possibility that:

1. Someone could intercept, read, transmit or alter my messages;
2. E-mail messages could be lost, delivered late, or not received;
3. Computer viruses could be spread by e-mail causing damage to computers, mobile phones and other electronic devices software or data.

VM Building Society recommends that You use up-to-date virus checking software.

21. Indemnity

The User indemnifies and renders VM Building Society harmless from any claims, damages, demands and expenses that User or VM Building Society incurs (other than due to its own gross negligence or willful misconduct), including amongst other things, all legal fees and expenses arising from VM Building Society acting or refusing to act on any of the User's instructions given under this Agreement.

User agrees and undertakes at all times hereafter to save, defend and keep harmless and fully indemnify VM Building Society and its assignees from and against any claims, expenses, loss or damage which may arise in relation to use of the VM Building Society Consumer Loan Portal Account.

The User further agrees that VM Building Society shall not be liable for acting in reasonable reliance on instructions received via the VM Building Society Consumer Loan Portal, whether or not such

instructions were actually authorized by User, or for any delay in the compliance with any such instructions.

Further, VM Building Society shall not be required to verify any instructions received prior to taking steps to carry into effect the instructions and shall not be liable in any respect whatsoever in relation to any transaction conducted on the Account based on such Instructions.

22. Force Majeure

VM Building Society shall not be liable to User for any failure to perform its obligations, delay or other circumstance, where it is as a result of circumstances beyond its reasonable control, including, but not limited to industrial disturbances such as labour disputes or strikes, acts of God such as a hurricane, storms, floods, lightning, earthquake; utility, communication or transportation delays or failures; insurrection, riots, casualty, war, acts of a public enemy; embargoes or blockages; actions, restrictions, regulations or orders of any government agency or department.

23. Severability

In the event that any provision in this Agreement is held to be invalid, illegal or unenforceable, then the offending provision(s) shall be severed from the effect to that extent and it shall not impair or affect the validity, legality or enforceability of the remaining provisions.

24. Assignment

The User may not assign this Agreement to any other party. VM Building Society may assign this Agreement at any time in the future, to a directly or indirectly affiliated company and may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

25. Complaints

In the event of any complaints regarding this service, the User may send details of the complaint to manager@myvmgroup.com.

26. No waiver

VM Building Society shall not be deemed to have waived any of its rights or remedies in this Agreement unless such waiver is in writing and signed by VM Building Society. No delay or omission on the part of VM Building Society in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver or any rights or remedies on future occasions

27. Headings

Headings are for reference purposes only and are used for convenience. They do not form part of this Agreement and shall not control or affect the meaning or construction of any provisions of this Agreement.

28. Changes to Agreement

It is understood and agreed that VM Building Society may at its sole discretion make changes to these Terms and Conditions from time to time to add, delete or amend its terms, applications or services. The User will be notified of such changes by mail or by electronic message. If the User maintains the VM Building Society Consumer Loan Portal Account(s) after the effective date of a change or uses the Access Data and/or Security Codes after the amendments come into effect, the User will be deemed to have indicated that he or she has received, understood and agreed to the changes as published on <https://vmbuildingsociety.myvmgroup.com/>

29. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Jamaica.

30. Conflict

If there is a conflict between a term in these Terms and Conditions and in any agreement between You and VM Building Society, then these terms and conditions will apply to the extent necessary to resolve the conflict.