

# UNIT TRUST CORPORATION U-ONLINE APPLICATION FORM

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UTC ID \_\_\_\_\_

## CUSTOMER INFORMATION (BLOCK LETTERS)

FIRST NAME: \_\_\_\_\_ OTHER NAME(S): \_\_\_\_\_

LAST NAME: \_\_\_\_\_ DATE OF BIRTH (dd/mm/yyyy): \_\_\_\_\_

GENDER: Male  Female  MARITAL STATUS: Married  Single

## CONTACT INFORMATION

### CONTACT NUMBERS:

Office: \_\_\_\_\_ Fax: \_\_\_\_\_ Home: \_\_\_\_\_

Mobile: \_\_\_\_\_ Other: \_\_\_\_\_

Primary email: \_\_\_\_\_ Alternate email: \_\_\_\_\_

Yes, I would like to be updated via email on UTC's products and services

## PROFESSIONAL INFORMATION

Residence Type:  Company provided  Rented  Parent Owned  Owned  
 Other

Occupation Type:  Self Employed  Salaried  Business Owner

Type of Company:  Government  Private Sector  Multinational Company

Profession:  Doctor  Engineer  Business Manager  Exporter/Importer  
 Trader  Accounting  Agent/Broker  Govt Personnel  
 Defense Personnel  Retailer  Consultant  Lawyer  
 Journalist

Other: (Please Specify) \_\_\_\_\_

Educational Qualification:  Undergraduate  Graduate  Postgraduate

Other (Please Specify) \_\_\_\_\_

(Please Sign) I agree to the terms and conditions of the UTC Internet Services \_\_\_\_\_

## OFFICIAL USE ONLY

CSR/TELLER SIGNATURE \_\_\_\_\_

BRANCH CODE \_\_\_\_\_

COMPANY STAMP \_\_\_\_\_

DATE \_\_\_\_\_

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## TRINIDAD AND TOBAGO

### TRINIDAD AND TOBAGO UNIT TRUST CORPORATION INTERNET ACCESS AGREEMENT

**THIS INTERNET SERVICES AGREEMENT** (hereinafter called "**the Agreement**") is made between **TRINIDAD AND TOBAGO UNIT TRUST CORPORATION**, a body corporate established by the Unit Trust Corporation of Trinidad and Tobago Act, Ch. 83:03 of the Laws of the Republic of Trinidad and Tobago, having its principal office at 82 Independence Square, Port of Spain, in the Island of Trinidad (hereinafter called "**the Corporation**") of the One Part, and [name of the customer] of [address] (hereinafter called "**the Customer**") of the Other Part.

#### WHEREAS:

- A. The Corporation is engaged in the business of mutual funds and the provision of certain financial services in Trinidad and Tobago.
- B. The Corporation wishes to offer its customers interactive electronic services (hereinafter referred to as "**the Internet Services**") which will enable customers to electronically access their accounts and perform certain specified activities. The Internet Services include, but are not limited to the following, and the Corporation may introduce other services from time to time:
  - (a) funds transfer to other funds established by the Corporation subject to the terms and conditions of the relevant fund;
  - (b) request for debit cards;
  - (c) request for repurchases;
  - (d) the provision of account information including the following:
    - i. account summary;
    - ii. account details;
    - iii. short statements;
    - iv. enquiries for completed transactions;
    - v. request for printed account statements;
    - vi. information on nominees or beneficiaries;
    - vii. request for statements required by embassies and consulates.
- C. The Customer wishes to subscribe for the Internet Services and the Corporation agrees to provide such services on the terms and conditions set out herein.

#### NOW IT IS HEREBY AGREED AS FOLLOWS:

##### 1. ACCOUNT ACCESS AND ACTIVATION OF INTERNET SERVICES

- 1.1 The Customer may only access through the Internet Services accounts on which the Customer is the unit-holder, joint unit-holder or named as an account holder. For the avoidance of doubt, a person who is named only as a beneficiary shall not be entitled to use the Internet Services in relation to the account in which he/she is named as a beneficiary only.
- 1.2 In order to use the Internet Services, the Customer shall be required to execute an application form for Internet Services in the form set out in Appendix "A" hereof ("hereinafter referred to as the "Application Form") and this Agreement.
- 1.3 The Corporation shall notify the Customer of the activation of the use of the Internet Services after the Corporation's verification of the information in the Application Form and this Agreement.

##### 2. LOG-IN IDENTIFICATION AND PASSWORD

- 2.1 The Customer shall access his accounts by means of a login identification to be provided by the Corporation upon the activation of the use of the Internet Services by the Customer and a password which shall be created by the Customer, as directed by the Corporation.
- 2.2 The Customer shall:
  - (a) keep the login identification and password safe and confidential;
  - (b) not disclose the login identification and password to any third party;
  - (c) not use the login identification and/or password in a manner in which an unauthorised person may ascertain it.
- 2.3 If a Customer permits another person to use his login identification and password the Customer shall be liable for any loss incurred for any transaction which the other person initiates.
- 2.4 The Customer shall immediately notify the Corporation and take all the necessary steps to immediately change the password if at any time:
  - (a) the Customer's login identification and/or password shall become known to an unauthorised person;
  - (b) the Customer has reason to suspect that the login identification and/or password may have become known to an unauthorised person;
  - (c) the Customer has reason to suspect that the log-in identification and/or password are otherwise compromised in any way whatsoever.

- 2.5 If the Customer shall know or believe or has grounds to know or believe that unauthorised access to the Internet Services has occurred or may occur, the Customer shall immediately notify the Corporation by telephoning (868) 625-8648 or sending an electronic mail to the address designated on the Corporation's website. If notice is given by telephone, the Customer is required to confirm this information in writing within forty-eight (48) hours of the date of the initial telephone call.

##### 3. SECURITY PROCEDURES

The Customer acknowledges that this Agreement contains important terms and conditions which govern the use of the Internet Services through an electronic service that permits the Customer to access information and transact financial business through personal computers or similar access devices. Accordingly, the Customer shall be solely responsible for taking all reasonable and appropriate steps to protect access to his accounts and information on the computer which is used to access the accounts including but not limited to the following:

- (a) avoiding the use of software that records the Customer's password making it unnecessary to enter the password each time the Customer accesses a website from the same computer;
- (b) not leaving the computer unattended while logged on to the Internet Services;
- (c) logging off after each use of the Internet Services;
- (d) clearing the browser's cache after each session of using the Internet Services;
- (e) never sending confidential information including account numbers or passwords by electronic mail;
- (f) reviewing account statements promptly and reporting any discrepancies immediately;
- (g) reporting a lost or stolen debit card immediately;
- (h) using anti-virus software;
- (i) installing and frequently updating a proven anti-virus product;
- (j) protecting the Customer's Internet connection by taking all appropriate steps including disabling file sharing and installing and frequently updating a proven personal firewall product.

##### 4. ILLEGAL PURPOSES

The Customer shall not access or use the Internet Services for illegal, fraudulent, defamatory or any improper purposes or unusual purpose or take any steps which could undermine the security or integrity of the Internet Services, or cause harm to or threaten to harm any other user of the Internet Services.

##### 5. AUTHORISATION OF THE CORPORATION

- 5.1 The Corporation is hereby authorised to honour, execute and make appropriate charges to the Customer's accounts at the Corporation in respect of any and all transactions initiated through the Internet Services through the use of the Customer's login identification and password without further verification.
- 5.2 The Corporation is authorised to complete all transactions on the accounts which are initiated through the use of the Customer's login identification and password and which are capable of being made through the Internet Services.

##### 6. FUNDS TRANSFERS TO OTHER ACCOUNTS AND REPURCHASES

- 6.1 Subject to the terms of the relevant accounts and/or funds established by the Corporation, the Customer may instruct the Corporation to transfer funds between designated accounts and/or funds only when a sufficient balance is or will be available in the designated accounts and/or funds at the time when such instructions are given.
- 6.2 The Corporation shall not be obligated to act on any instruction to transfer funds or to repurchase units if sufficient funds are not available in the account designated by the Customer.
- 6.3 The Customer agrees that when the Customer instructs the Corporation to transfer funds between accounts, the Customer authorises the Corporation to withdraw the necessary amount from the Customer's designated account.

##### 7. REQUEST FOR STATEMENTS FOR EMBASSIES

A request for a statement to be provided to an embassy or consulate must be initiated at least (1) business day before the date on which the statement is required.

##### 8. ELECTRONIC MESSAGES

- 8.1 The Customer acknowledges that normal Internet electronic mail may not be secure and agrees to contact the Corporation electronically regarding the Customer's accounts for the purpose of this Agreement only through the Corporation's secure messaging function and not through any other electronic mail methods.

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8.2 The Customer agrees to receive communications electronically from the Corporation regarding the Customer's accounts and shall not circumvent receiving any messages from the Corporation. It is hereby agreed that the Customer shall be deemed to have received any electronic messages from the Corporation when they are sent to the Customer.

## 9. CANCELLATION OF THIS AGREEMENT BY THE CUSTOMER

The Customer may cancel the use of the Internet Services by giving not less than fourteen (14) days' notice to the Corporation (in writing or electronically through the Corporation's Secure Messaging function to the address designated on the Corporation's website uonline@ttutc.com). The Customer acknowledges and understands that the Internet Services will not be cancelled until all pending transactions have been cleared.

## 10. RIGHT OF THE CORPORATION TO SUSPEND OR DISCONTINUE INTERNET SERVICES

The Corporation shall have the right in its sole discretion for any reason whatsoever (upon prior notice being given to the Customer) to:

- limit the Customer's use of the Internet Services;
- suspend or discontinue any or all of services comprising the Internet Services;
- suspend the Customer's use of the Internet Services or any of them;
- terminate the Customer's use of the Internet Services at any time.

## 11. CHANGES IN SERVICES / TERMS

The Corporation may change the Internet Services and the terms set out in this Agreement at any time, in its discretion, and the Corporation shall post the revised terms of this Agreement and the effective date thereof on its website at www.ttutc.com.

## 12. COST AND CHARGES

The Internet Services herein are free of charge Provided That the usual charges associated with the Customer's accounts, transactions or services will continue to be applicable and Provided Further That the Corporation reserves the right to review this provision and to impose and/or amend any such charges for the Internet Services as it deems necessary. The Corporation shall notify the Customer of the imposition of any charge or any change within one (1) month from the effective date thereof, by either sending the Customer notice (written or electronic) or posting a notice in all of the Corporation's branches as they become applicable. Unless the Customer shall serve a notice of cancellation under Clause 9 hereof within 14 days of the effective date, the Customer is deemed to accept the charge or the change as applicable.

## 13. OTHER AGREEMENTS

Unless otherwise stated, this Agreement is subject to and in addition to all other existing agreements between the Customer and the Corporation. If there is a conflict between any existing agreement and this Agreement, the existing agreement shall prevail except for the provisions of this Agreement regarding funds transfers.

## 14. SECRECY

14.1 The Customer shall have a right to secrecy provided always that the Corporation may disclose any information about the Customer and the Customer's accounts to any person legally entitled thereto.

14.2 The Customer acknowledges that it is his decision to communicate personal information through the Internet and agrees that the Corporation is not and shall not be held responsible or liable for any unauthorised access to or interception of information submitted through the website. All information submitted to the Corporation through the website shall be deemed and remain the property of the Corporation. The Corporation shall not be liable to the Customer for any loss or damage or for any disclosure of information arising from any transactions made through the use of the Internet Services by any person whether authorised or unauthorised by the Customer.

## 15. LIMIT OF LIABILITY

15.1 The Corporation agrees to make reasonable efforts to ensure full performance of the Internet Services. The Corporation will be responsible for acting only on those instructions sent through the Internet Services which are actually received.

15.2 The Corporation is not responsible or liable:

- for malfunctions for whatever reasons in communication or telecommunications facilities which are not under its control that may affect the accuracy or timeliness of messages sent by the Customer;
- for any losses or delays in transmission of instructions arising out of the use of an access service provider or caused by any browser software;
- for systems disruptions or unavailability of the Internet Services including but not limited to disruptions caused by any computer virus or related problems.

15.3 The Corporation shall not be liable to the Customer for any loss or damage or for any disclosure of information arising from a transaction made on the Customer's account by the use of any of the Internet Services where:

- the Customer does not have adequate money in an account to complete the transaction or where the account specified has been closed;
- the Customer has not properly followed instructions on how to make a transfer, repurchase or any other transaction or service;
- the Customer has failed to give correct or current instructions for a transfer of funds, repurchase or any other transaction or service;
- a repurchase, withdrawal or other transaction from a specified account has been prohibited by Court order;
- the transaction is prohibited by law or the Corporation reasonably believes that the transaction will be contrary to law.

15.4 The Corporation shall not be liable for any failure or delay in providing the Internet Services requested by the Customer which results from any interruption of or interference with the Corporation's business due to equipment failure or malfunction, energy shortage, fire, flood, civil commotion, insurrection, coup d'etat, strike, boycott or go-slows, severe or adverse weather or other conditions outside of the control of the Corporation.

15.5 The Customer shall be responsible for all losses, debts, repurchases or activity on the Customer's accounts effected through the Internet Services resulting from the use of the Customer's login identification and/or password by an unauthorised person provided that the Corporation may in its discretion not hold the Customer so responsible where it is proved to the satisfaction of the Corporation that the Customer has been a victim of fraud, theft, coercion or intimidation and the Customer reports the incident to the Corporation forthwith and cooperates fully with the Corporation in any investigation.

15.6 The Corporation does not make any express or implied warranties concerning its Internet software, services or browsers, including but not limited to any warranties of merchantability or fitness for a particular purpose or non-infringement of any third party proprietary rights.

## 16. INDEMNITY

16.1 The Customer shall indemnify the Corporation against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained by the Corporation of whatever nature and howsoever arising out of or in connection with instructions received from the Customer pursuant to this Agreement.

16.2 The Customer shall indemnify and hold harmless the Corporation, its subsidiaries and affiliates and their officers, directors, employees and agents, and their respective officers, directors, employees and agents from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable attorney's fees and expenses and cost of investigation whatsoever or howsoever made or brought against the Corporation by any third party arising out of the use of the Internet Services by the Customer or any act done under this Agreement.

## 17. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

## 18. GOVERNING LAW

This Agreement shall be governed by the laws of Trinidad and Tobago.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their authorised representatives.

Customer: \_\_\_\_\_

SIGNED by \_\_\_\_\_  
for and on behalf of **TRINIDAD AND TOBAGO UNIT TRUST CORPORATION**

in the presence of: \_\_\_\_\_