

UTC U-Online and Card Application Form



UNIT TRUST
CORPORATION

PLEASE COMPLETE IN CAPITAL LETTERS

UTC ID _____

SURNAME _____ FIRST NAME _____ MIDDLE NAME _____

DATE OF BIRTH _____ dd/mm/yy TELEPHONE# H _____ W _____ M _____

ID#1 _____

ID#2 _____

Tick appropriate box Driver's Permit Passport
 National ID Other

Tick appropriate box Driver's Permit Passport
 National ID Other

MAILING ADDRESS _____

EMAIL _____ ALTERNATE EMAIL _____

I AGREE TO THE TERMS AND CONDITIONS OF THE UTC INTERNET SERVICES (on back of form)

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 presence of: _____



Would you like to sign-up for our new UTC U-Online feature "Transact with my Banks"? YES NO
This dynamic feature allows you to transfer funds between your other bank accounts and your UTC accounts. If Yes, please complete the Bank Mandate Form appended.

- You will have access to your UTC U-Online account within two business days after sign up.
- You can print statements and account history/details at your convenience, using the UTC U-Online service.
- Be sure to explore our Interactive Voice Response Service to access further account information.

Visa Electron International Debit Card



Annual Fee for Card TT\$100

PRIMARY TT\$ INCOME FUND ACCOUNT NO. _____ INVESTMENT CENTRE FOR COLLECTION _____

Please note: The applicant only must collect the card within 5 working days and must also present the form of identification listed above.

DO YOU HAVE AN AVAILABLE BALANCE OF TT\$100 YES NO

APPLICANT'S SIGNATURE _____ DATE _____ dd/mm/yy

SIGNATURE OF UTC OFFICIAL _____ DATE _____ dd/mm/yy

US\$ Income Fund Visa Debit Card



Annual Fee for Card US\$20

PRIMARY US\$ INCOME FUND ACCOUNT NO. _____ INVESTMENT CENTRE FOR COLLECTION _____

Please note: The applicant only must collect the card within 5 working days and must also present the form of identification listed above.

DO YOU HAVE AN AVAILABLE BALANCE OF US\$20 YES NO

APPLICANT'S SIGNATURE _____ DATE _____ dd/mm/yy

SIGNATURE OF UTC OFFICIAL _____ DATE _____ dd/mm/yy

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 appended] of [address appended] (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 conduct purchase, repurchase transactions and other financial transactions during the hours of 8am to 5pm Monday through Friday, save public holidays. The Internet Services include but are not limited to the following and the Corporation may introduce other services from time to time:
- (a) purchase and repurchase units from one fund to another fund established by the Corporation subject to the terms and conditions of the relevant fund;
 - (b) request for debit card;
 - (c) request for repurchases and purchases generally;
 - (d) bill payments on behalf of the customer;
 - (e) open single-holder accounts, subject to the terms and conditions of this agreement and applicable laws. Customer understands that accounts open online may still be subject to verification requiring Customer to appear at a Corporation branch with the appropriate requested documentation(s) before the request is formally completed.
 - (f) review and/or request the following:
 - i. transactions summary;
 - ii. transactions details;
 - iii. short statements;
 - iv. enquiries for completed transactions;
 - v. printed statement of transactions;
 - vi. information on nominees or beneficiaries;
 - vii. embassies and consulates statements.
- C. The Customer wishes to subscribe to 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 Electronic access will only be permitted to unit and/or funds where the Customer is the unit-holder, joint unit-holder or named as a unit-holder. An individual who appears only as a beneficiary will not be permitted access to any information.
- 1.2 In order to use the Internet Services, the Customer shall be required to execute an application form for Internet Services in manner prescribed by Appendix "A" hereof ("hereinafter referred to as the "Application Form") and this Agreement.
- 1.3 After the information on the Customer's Application Form has been verified, the Corporation shall notify the Customer when the Customer can begin the use of the Internet Services.

2. LOG-IN IDENTIFICATION AND PASSWORD

- 2.1 The Customer shall access his information 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 login 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 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 personal and financial 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 send personal or financial information or passwords by electronic mail;
 - (f) reviewing transactions 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 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 for any and all transactions initiated through the Internet Services where the Customer's login identification and password were used, without further verification.
- 5.2 The Corporation is authorised to complete all transactions 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 PURCHASE AND REPURCHASES

- 6.1 Subject to the terms of the relevant units and/or funds established by the Corporation, the Customer may instruct the Corporation to repurchase and purchase units from one unit scheme or fund to another designated by the customer only when the customer has sufficient units available to complete the requested transaction(s).
- 6.2 The Corporation shall not be obligated to act on any instruction to purchase units where the purchase is subject to availability of funds after a repurchase and said repurchase does not yield sufficient funds to complete the requested transaction.
- 6.3 The Customer agrees that when the Customer instructs the Corporation to conduct a financial transaction, the Customer is authorising the Corporation to repurchase and purchase units as necessary to complete the requested transaction.
- 6.4 Customer may authorise the repurchase of units and the purchase of units in the name of another Customer, subject to applicable laws and terms of this agreement.
- 6.5 The Customer may purchase units electronically using funds from another financial institution (i.e. bank account), subject to the terms and conditions of this agreement and applicable laws. Customer understands that Customer's financial institution may charge a transaction fee separate from any fee the Corporation may charge and is not governed by this agreement.

7. REQUEST FOR STATEMENTS FOR EMBASSIES

A request for a statement to be provided to an embassy or consulate must be initiated at least one (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.
- 8.2 The Customer agrees to receive communications electronically, including but not limited to email and text messaging, from the Corporation regarding the Customer's transactions 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 at 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, without prior notice, to:
- (a) limit the Customer's use of the Internet Services;
 - (b) suspend or discontinue any or all of services offered via the Internet Services;
 - (c) 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 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 fourteen (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 financial information 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:
 - (a) 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;
 - (b) 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;
 - (c) 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 by the use of any of the Internet Services where:
 - (a) the Customer does not have sufficient units;
 - (b) the Customer has not properly followed instructions on how to make a transfer, repurchase or any other transaction or service;
 - (c) the Customer has failed to give correct or current instructions for purchase, repurchase or any other transaction or service;
 - (d) the purchase, repurchase or any other transaction has been prohibited by Court order;
 - (e) 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 or of 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.
 - (a) 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;
 - (b) 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;
 - (c) for systems disruptions or unavailability of the Internet Services including but not limited to disruptions caused by any computer virus or related problems.
- 15.5 The Customer shall be responsible for all losses, debts, repurchases or any other activity 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 and authorities 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. RESERVATIONS

- (a) the Corporation reserves the right to revoke, suspend, limit or hold any electronic transaction initiated by Customer using the Corporation Internet Service for any reason until further verification of the identity of the individual or individuals involved in said transaction(s). Customer may be required to appear in person at one of Corporation's branches with appropriate identification(s) and or documentation(s).
- (b) the Corporation reserves the right to limit, restrict, hold and/or prohibit a transaction from being conducted electronically in order to comply with Corporation policy and/or applicable laws.

19. GOVERNING LAW

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