

# Terms of Usage Agreement for Yooz

## General

This Agreement governs your use of Resonance Trinidad Limited ("**Resonance**") mobile payment service ("**Yooz**") on your mobile phone registered for Yooz ("**Authorized Mobile**").

In this Agreement, "Yooz" refers to the payment service which shall be linked to an "Account" which refers to the bank account, or Credit Card where "you" and "your" refer to the account holder and authorized signatory, and is registered by you at a Republic Bank Limited Branch, participating Utility provider ("**Utility Partner**") location or a registration Agent for Yooz.

Yooz enables you to perform the following services on your Authorized Mobile for the Utility Partners listed and amended from time to time using Your Account:

- Mobile Recharge "Top Up" (Digicel and TSTT)
- Bill Payments (Flow, Digicel and Green Dot)

## Access to Your Account

You shall register your Account for Yooz by completing the registration process at a Republic Bank Branch, participating Utility Partner location or Yooz registration Agent, where you will create a unique Yooz Passcode which will be used to authorize your transactions from your Authorised Mobile.

In order to register an Account for Yooz, you must be named on the Account and an authorised signatory of the Account. Any and all transactions initiated through Yooz to your Account by using your Authorised Mobile and Yooz Passcode shall be deemed authorised by you without further verification. Yooz is hereby authorised to honour, execute and charge to your Account those transactions originating from your Authorised Mobile and confirmed by your Yooz Passcode.

You shall take precautions to ensure that unauthorised persons do not have access to your Authorised Mobile and your Yooz Passcode. If you know or believe that unauthorised access to Yooz has or will occur, customers shall immediately call Resonance at 625-4785 8am to 5pm Monday to Friday, or their mobile network operator (bmobile dial \*100, Digicel dial 100) at any time to have the Authorised Mobile de-registered. If you permit other person(s) to use Yooz by using your Authorised Mobile and Yooz Passcode you shall be liable for any transaction conducted and any loss incurred.

## Transactions

Any transaction will be processed where there is a sufficient balance available in your Account at the time you have dispatched the transaction to Yooz. Yooz will provide a response informing you if your transaction has been processed successfully or if it cannot be processed. Resonance, or any Utility Partner shall not be obliged to act on any Transaction if sufficient funds, including overdraft lines of credit, are not available in the Account to be debited.

Yooz will provide daily bill payment updates to the Utility Partners. Your account with the Utility Partner should be credited within one (1) working day (therefore excluding weekends, public holidays, Carnival Monday and Carnival Tuesday) of making a bill payment with Yooz. However, Resonance is not responsible for any delays in crediting your account which may occur at each Utility Partner and recommend that you submit your bill payments at least three (3) working days before the actual due date of the bill to avoid any loss or damages that may be incurred as a consequence of late payment of a bill or from erroneous payment or payment. Resonance shall not be liable for any loss or damages that may be incurred as a consequence of late payment of a bill or from erroneous payment or payment.

You may make top up purchases of up to TT\$200 per transaction and TT\$500 per day and you may make cumulative bill payments of up to TT\$700 per day per Utility and TT\$1000 per month per Utility.

### **Costs and Charges**

There is no fee for the use of Yooz. All applicable fees and charges associated with your Account, or the transaction initiated through Yooz shall be applicable. Your Telecommunications Service Provider may impose a charge for initiating a Mobile USSD session, sending and receiving text messages on your Authorised Mobile when using Yooz.

Resonance reserves the right to review its pricing from time to time and you shall be notified of any changes to the fee for Yooz.

### **Changes in Services / Terms**

Resonance may amend the terms set forth in this Terms of Usage Agreement and the services offered via Yooz at any time. You shall be notified of any such change as required by applicable law, and your continued use of Yooz signifies your acceptance of any changes to these terms.

### **Cancellation**

You may cancel this Agreement by contacting Resonance by telephone at 625-4785 8am to 5pm Monday to Friday, to have the Authorised Mobile de-registered. You shall notify Resonance immediately where there is a change to your mobile number and visit your nearest registration location to register your new mobile number to continue use of the Yooz service.

Resonance reserves the right in its sole discretion to limit, suspend or terminate your use of Yooz and cancel this Agreement, for any reason, at any time.

### **Confidentiality**

You have a right to confidentiality provided always that Resonance may disclose any information about you and your Account as required by law.

Resonance is not and shall not be held responsible and liable for any unauthorised access or interception of information submitted through Yooz. All information submitted to Resonance Trinidad through Yooz shall be deemed and remain the property of Resonance Trinidad.

You shall be solely responsible for data sent, received and retained on your Authorised Mobile. Resonance shall be in no way responsible in the event that any person gains access to this data, with or without your consent.

### **Customer Service**

Any dispute or query in relation to the Yooz service or transaction must be referred to Resonance or the applicable Utility Partner as follows:

Contact Resonance at 625 4785 (8 am to 5 pm Monday to Friday)

- Service deactivation
- Yooz transactions
- Unapplied payments

Contact Utility Partner

- Utility account inquiries
- Late application of payments
- Unapplied payments
- Payment made to incorrect utility account

Contact Mobile Network Operator (bmobile dial \*100, Digicel dial 100) at any time

- Service deactivation
- Top up promotions

Resonance and the Utility Partner will attempt to resolve the dispute or query and communicate the resolution to you.

Any issues in relation to your bank account must be referred to Republic Bank Limited or your respective credit card issuer and not Resonance or the Utility Partners.

You agree in the first instance to attempt to settle amicably any dispute arising out of this Agreement between yourself and Resonance.

### **Limit of Liability**

Resonance will make reasonable efforts to ensure full performance of Yooz. Resonance will be responsible for acting only on those instructions sent through Yooz, which are actually received. Resonance does not assume responsibility or liability for malfunctions for whatever reason in communications facilities not under its control that may affect the accuracy or timeliness of messages you send.

Resonance is not responsible for any losses or delays in transmission of instructions arising due to the Telecommunications Service Provider, your Authorised Mobile or any application on your Authorised Mobile. Resonance is not responsible for system disruptions or unavailability of Yooz including but not limited to disruptions caused by interruption in telecommunication services, software malfunction, viruses or any other related problems.

Resonance is not responsible should you give incorrect instructions or if your bill payment instructions are not given sufficiently in advance to allow for timely payment.

Resonance is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of any information or for any investment or other decision made using this information.

NEITHER RESONANCE, NOR ANY OTHER INFORMATION PROVIDER, MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE MOBILE PAYMENT SOFTWARE OR YOOZ, NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

Resonance will not be liable to you for any loss or damage whatsoever or for any disclosure of information arising from a transaction made on your Account and you shall indemnify Resonance and Republic Bank fully for same where-

- you do not have adequate money in the Account to complete the transaction, or where the Account has been closed;
- you have failed to give complete, correct or current instructions for a mobile recharge "top up" or bill payment;
- you allege that you did not carry out the transaction and your Authorised Mobile was compromised;
- withdrawals from your Account have been prohibited by court order;
- Resonance reasonably believes that the transaction may be contrary to legislation or rule of law.
- any transaction cannot be processed due to bank holidays, however scheduled.
- fluctuations in exchange rates published after sending your instructions
- failure to honour any term of this agreement with Resonance

### **Indemnity**

You agree to indemnify and hold harmless Resonance, their associates, subsidiaries and affiliates and their officers, directors, employees and agents, all third party suppliers 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 costs of investigation resulting from third party claims.

### **Security**

You agree and acknowledge that you shall not share your Authorised Mobile or Yooz Passcode with anyone and that you shall be the only person to initiate transactions on Yooz using your Authorised Mobile and Yooz Passcode.

### **Subscription to SMS Messages**

Resonance shall provide you with information and updates via SMS messages and you will not attempt to circumvent receiving any such communications. You are deemed to have received any SMS message sent to you and Resonance shall not be liable in any respect for this transmission method nor for any transmission being intercepted.

SMS alerts will be sent to your Authorised Mobile. Resonance shall not be liable for SMS alerts received by unintended recipients if you fail to advise Resonance of changes to your mobile number.

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

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