



# Queue Management System Terms of Use

These Terms of Use (“Terms”) govern your access to and use of the Bank’s Queue Management System, including any related website, web form, or messaging functionality (the “System”). The System is operated by Grenada Co-operative Bank Limited (the “Bank”, “we”, “us” or “our”).

By accessing or using the System, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the System. We may amend these Terms from time to time, and your continued use of the System after any amendment constitutes your acceptance of the amended Terms.

## 1. Parties

- 1.1 The System is provided to facilitate queue management and related customer service functions of the Bank.
- 1.2 You may use the System only for lawful purposes and in accordance with these Terms.

## 2. Privacy

- 2.1 Any personal information submitted through the System shall be handled in accordance with the Bank’s Privacy Policy.

## 3. Customer Responsibility

- 3.1 You are solely responsible for ensuring that any information and instructions submitted through the System are accurate, complete, and lawful.
- 3.2 The Bank shall not be responsible where incorrect, incomplete, misleading, or falsified information is entered into the System, or where incorrect instructions are provided in connection with any transaction or service request.
- 3.3 You agree by using the System that the Bank shall be entitled to treat information and instructions submitted through the System as authentic and duly authorised and may rely and act upon them accordingly.

## 4. Acceptable Use of System by Customer

- 4.1 You hereinafter agree that you will not:
  - (a) use the System for any fraudulent, unlawful, or unauthorised purpose;
  - (b) submit false, misleading, or incomplete information;
  - (c) impersonate any person or entity or misrepresent your authority;
  - (d) interfere with or disrupt the operation of the System;
  - (e) introduce any virus, worm, Trojan horse, malicious code, or other harmful material;
  - (f) attempt to gain unauthorised access to the System or any related systems or data; or
  - (g) copy, scrape, reproduce, reverse engineer, decompile, disassemble, or otherwise exploit any part of the System except as permitted by law.

## 5. Availability of the System

- 5.1 We will use reasonable efforts to keep the System available for use. However, we do not guarantee that the System will always be available, uninterrupted, timely, secure, or error-free.
- 5.2 The System may be suspended, withdrawn, discontinued, or changed at any time without notice.
- 5.3 The Bank shall not be responsible for any losses or delays in transmission arising out of or in connection with the use of the System.

## 6. Disclaimer

- 6.1 The System is provided on an “as is” and “as available” basis.

- 6.2 To the fullest extent permitted by law, the Bank makes no representation or warranty of any kind, whether express, implied, or statutory, in relation to the System or its content, including any representation or warranty as to accuracy, completeness, reliability, availability, fitness for purpose, non-infringement, or freedom from technical inaccuracies, typographical errors, viruses, interruptions, or defects.
- 6.3 The content and functionality made available through the System may be changed, suspended, or withdrawn at any time without notice. Your use of the System is entirely at your own risk.

## **7. Limitation of Liability**

- 7.1 To the fullest extent permitted by law, neither the Bank nor any of its associates, subsidiaries, affiliates, officers, directors, employees, agents, or representatives shall be liable for any loss, damage, liability, claim, cost, or expense arising out of or in connection with:
- (a) your use of, inability to use, or reliance on the System;
  - (b) any delay, failure, interruption, or error in the operation of the System;
  - (c) any technical fault, defect, unavailability, or harmful component affecting the System;
  - (d) any incorrect, incomplete, misleading, or falsified information or instructions submitted through the System; or
  - (e) the Bank's reliance on information or instructions reasonably believed to be authentic and duly authorised.
- 7.2 This exclusion applies to all damages of any kind, including direct, indirect, incidental, consequential, special, exemplary, and punitive damages, loss of data, income, profit, business, opportunity, goodwill, or property, and any third-party claims.
- 7.3 Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

## **8. Indemnity**

- 8.1 You agree to indemnify, defend, and hold harmless the Bank, its associates, subsidiaries, affiliates, and their respective officers, directors, employees, and agents from and against any and all liabilities, damages, awards, settlements, losses, claims, actions, costs, and expenses, including reasonable attorney's fees, investigation costs, and related expenses, arising out of or in connection with:
- (a) your submission of incorrect, incomplete, misleading, or falsified information;
  - (b) your provision of incorrect instructions;
  - (c) your misuse of the System; or
  - (d) your breach of these Terms.

## **9. Intellectual Property**

- 9.1 All intellectual property rights in the System and all text, graphics, software, and other content made available through it are owned by or licensed to the Bank.
- 9.2 No right, title, or interest in any such material is transferred to you.
- 9.3 You may not copy, reproduce, modify, distribute, publish, or otherwise use any part of the System except as strictly necessary for your authorised use of it.

## **10. Suspension and Termination**

- 10.1 The Bank may suspend, restrict, or terminate your access to the System at any time, without notice, if:
- (a) you breach these Terms;
  - (b) the Bank reasonably suspects misuse, fraud, or unauthorised activity; or
  - (c) the Bank elects to suspend or discontinue the System.

## **11. General Terms**

- 11.1 These Terms constitute the entire agreement between you and the Bank in relation to your use of the System and supersede any prior understandings or agreements relating to that use.
- 11.2 If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **12. Governing Law**

12.1 These Terms shall be governed by and construed in accordance with the laws of Grenada, and any dispute arising out of or in connection with these Terms or the use of the System shall be subject to the jurisdiction of the courts of Grenada.