Last Modified: February 2021

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING OR USING ENDCASH, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND TO ABIDE BY THESE TERMS AND CONDITIONS.
IF YOU DO NOT ACCEPT, AGREE WITH OR DO NOT WISH TO BE BOUND BY ANY OF THE TERMS, YOU MAY NOT ACCESS OR USE ENDCASH.

Acceptance
The following terms and conditions (collectively, the "Terms") apply when you register, access, download or use Endcash or its services and all associated sites linked to Endcash.com, or the Endcash mobile application platform or any similar platform (collectively, "Endcash"), operated by Republic Bank Limited (the "Bank"), on any device. By you accepting or agreeing to the Terms, this will constitute a legal contract (the "Agreement") between you, being at least 18 years of age, an individual user of or a customer or beneficiary of any service offered by Endcash. By accepting or agreeing to the Terms, you automatically and immediately agree to all the Terms.
In addition to these Terms, you will continue to be subject to the applicable Terms of Use Agreements for your debit or credit cards.

Eligibility
You must have the power, authority and capacity to accept these Terms. By accepting the Terms or by using Endcash, you represent that you are at least 18 years of age and have not been previously suspended, removed, or disqualified for any reason, from availing of Endcash. Impersonation, false statement or other misrepresentation of your identity, age or affiliation with any person or entity is a violation of this Agreement. In the event of any violation of the Terms, the Bank reserves the right to suspend or permanently prevent you from availing of Endcash and its services.

Other Terms and Conditions
Additional terms and conditions may apply in order for you to avail of any specific Endcash service and to specific portions or features of Endcash, including contests, promotions or other similar features, all of which are made a part of these Terms by this reference. If there is a conflict between these Terms and the terms posted for or applicable to a specific service of Endcash, the latter terms shall prevail with respect to your use of that Endcash service.

Privacy Policy
When registering for Endcash, we collect certain information to verify your identity, to enable you to use Endcash and avail the Endcash services. You authorise Endcash to collect and use your information in accordance with the applicable privacy policy as may be amended from time to time, which is available on the product website.

Use of Endcash services
You understand that except for information, products or services clearly indicated as being supplied by Endcash, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that Endcash and the Bank cannot and do not guarantee or warrant that files available for download through Endcash will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy your particular requirements of Internet security and for accuracy of data input and output

Prohibited Conduct
By accessing or using Endcash, you also agree to not use Endcash for activities that:

1. violate any law, statute, ordinance or regulation.
2. relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law.
3. relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveller's checks or money orders, (h)involve currency exchanges or check cashing businesses, (i) involve certain credit repair, debt settlement services, or insurance activities, (k) involve structured lending products or, (l) involve offering or receiving payments for the purpose of bribery or corruption.
4. involve the sales of products or services identified by government or regulatory entities to have a high likelihood of being fraudulent.

Termination; Agreement Violations
The Bank and Endcash reserves the right, in its sole discretion, without penalty, and without notice, to suspend or terminate your account, your access to or your use of Endcash, in whole or in part, at any time due to suspected fraudulent, abusive or illegal activity occurring on your account. The Bank and Endcash will not be liable to you or any third party for any such termination or interruption. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Endcash or the Bank may have at law or in equity.

LIMITATION OF LIABILITY AND DAMAGES
IN NO EVENT WILL THE BANK OR ITS CONTRACTORS, AGENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS BUSINESS OPPORTUNITIES, LOST REVENUES, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ENDCASH. YOU ACKNOWLEDGE AND AGREE THAT THE ABOVE LIMITATIONS OR EXCLUSIONS WILL APPLY TO YOU SUBJECT TO APPLICABLE LAW. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, SAVE, AND HOLD THE BANK, ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND PARTNERS HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND LIABILITIES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION LEGAL FEES AND EXPENSES, ARISING OUT OF OR RELATED TO: (I) YOUR USE OR MISUSE OF ENDCASH; (II) ANY VIOLATION BY YOU OF THIS AGREEMENT; OR (III) ANY BREACH OF THE REPRESENTATIONS, WARRANTIES, AND COVENANTS MADE BY YOU HEREIN. THE BANK RESERVES THE RIGHT, TO SEEK ALL REMEDIES AVAILABLE AT LAW AND IN EQUITY FOR VIOLATIONS ON THIS AGREEMENT, AND YOU AGREE TO COOPERATE WITH THE BANK'S DEFENCE IN SETTLEMENT OF THESE CLAIMS. THE BANK WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY CLAIM, ACTION, OR PROCEEDING BROUGHT BY A THIRD PARTY THAT IS SUBJECT TO THE FOREGOING INDEMNIFICATION UPON BECOMING AWARE OF IT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

REFUND POLICY

REFUND PURCHASES:

TRANSACTIONS BY ENDCASH SHALL BE SUBJECT TO THE REFUND POLICIES EXISTING FROM TIME TO TIME BY MERCHANTS ON THE ENDCASH PLATFORM.THE BANK TOGETHER WITH ENDCASH SHALL NOT BE LIABLE TO YOU FOR ANY REFUND OR EXCHANGE. IN THE EVENT THAT A REFUND OR EXCHANGE HAS BEEN AGREED BETWEEN THE MERCHANT AND YOU, THE ENDCASH MERCHANT WILL CREDIT ALL REFUNDS TO YOUR MOBILE WALLET.

FUNDING OR LOADING WALLET:

YOU ARE RESPONSIBLE FOR THE MOBILE NUMBER, CREDIT OR DEBIT CARD FROM WHICH YOU LOAD YOUR MOBILE WALLET. THE BANK IS NOT RESPONSIBLE FOR ANY INSTANCE WHERE AN INCORRECT MOBILE NUMBER OR CARD INFORMATION IS USED. HOWEVER, IF IN A TRANSACTION PERFORMED BY YOU ON ENDCASH, MONEY HAS BEEN CHARGED TO YOUR CREDIT OR DEBIT CARD AND A LOAD IS NOT DELIVERED WITHIN TWENTY FOUR (24) HOURS OF THE COMPLETION OF THE TRANSACTION, YOU MUST INFORM CUSTOMER SERVICE VIA THE 'CONTACT US' FEATURE ON THE ENDCASH PLATFORM OR VIA EMAIL TO ENDCASHSUPPORT@RFHL.COM. PLEASE INCLUDE IN THE COMMUNICATION THE FOLLOWING DETAILS – THE MOBILE NUMBER OR CARD INFORMATION, OPERATOR NAME, LOAD VALUE, TRANSACTION DATE AND ORDER NUMBER. THE BANK WILL INVESTIGATE THE INCIDENT AND, IF IT IS FOUND THAT MONEY WAS INDEED CHARGED TO YOUR CARD WITHOUT DELIVERY OF THE LOAD, YOU WILL BE REFUNDED WITHIN TWENTY-ONE (21) WORKING DAYS FROM THE DATE OF RECEIPT OF YOUR EMAIL. ALL REFUNDS WILL BE CREDITED TO YOUR CARD.

CASHOUTS

YOU ARE RESPONSIBLE FOR THE BANK ACCOUNT NUMBER TO BE CREDITED WITH FUNDS FROM YOUR MOBILE WALLET. THE BANK IS NOT RESPONSIBLE FOR ANY INSTANCE WHERE AN INCORRECT BANK ACCOUNT NUMBER IS USED. HOWEVER, IF IN A TRANSACTION PERFORMED BY YOU ON ENDCASH, MONEY HAS BEEN DEBITED FROM YOUR MOBILE WALLET AND THE FUNDS ARE NOT DELIVERED WITHIN TWENTY-FOUR (24) HOURS OF THE COMPLETION OF THE TRANSACTION, YOU MUST INFORM CUSTOMER SERVICE VIA THE 'CONTACT US' FEATURE ON THE ENDCASH PLATFORM OR VIA EMAIL TO ENDCASHSUPPORT@RFHL.COM WITHIN FORTY-EIGHT HOURS (48) OR 2 BUSINESS DAYS. PLEASE INCLUDE IN THE COMMUNICATION THE FOLLOWING DETAILS – THE MOBILE NUMBER, BANK ACCOUNT INFORMATION, OPERATOR NAME, CASHOUT VALUE, TRANSACTION DATE AND ORDER NUMBER

IF YOU DO NOT HAVE A BANK ACCOUNT TO CASH OUT DIRECTLY VIA THE ENDCASH APPLICATION, YOU CAN CASH OUT THE FUNDS FROM YOUR MOBILE WALLET IN CASH OR A CHEQUE, AT ANY REPUBLIC BANK BRANCH. FEES ARE APPLICABLE WHEN CASHING OUT FROM YOUR WALLET. FEES AND LIMITS MAY CHANGE FROM TIME TO TIME AT OUR SOLE DISCRETION. YOU MUST INFORM CUSTOMER SERVICE VIA THE 'CONTACT US' FEATURE ON THE ENDCASH PLATFORM OR CALL 62E-CASH (623-2274). PLEASE INCLUDE IN THE COMMUNICATION THE FOLLOWING DETAILS – YOUR MOBILE NUMBER, CASH OUT VALUE, YOUR FULL NAME, CASHOUT OPTION (CASH OR CHEQUE) AND DESIRED BRANCH. PLEASE NOTE ACCESS TO THE REQUESTED FUNDS IN YOUR WALLET WILL BE UNAVAILABLE ONCE THE CASH IS REQUESTED.

FURTHER, PLEASE NOTE THAT YOU WILL NOT BE ABLE TO AVAIL OF FUNDS FROM YOUR ENDCASH MOBILE WALLET VIA ANY AUTOMATED BANKING MACHINE ("ABM"), REGARDLESS OF WHETHER SUCH ABM BELONGS TO THE BANK OR OTHERWISE.

DEPOSIT INSURANCE
ANY FUNDS IN YOUR ENDCASH WALLET (REGARDLESS OF THE AMOUNT) WILL NOT BE INSURED OR GUARANTEED BY THE DEPOSIT INSURANCE CORPORATION ("DIC") AS THIS TYPE OF ACCOUNT DOES NOT QUALIFY FOR INSURANCE COVERAGE BY THE DIC.

Disclaimer; No Warranties
To the fullest extent permissible pursuant to applicable law, the Bank and its third-party partners disclaim all warranties or guarantees – whether statutory, express or implied – including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. We, on behalf of ourselves and our authorised representatives, do not warrant against interference, delay, interruption or disruption with your use of Endcash. We do not authorise anyone to make any warranty on our behalf and you should not rely on any such statements, other than those expressly stated herein. The Bank and its partners do not warrant that Endcash will be uninterrupted or error-free or that defects in the site will be corrected. The Bank will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of Endcash, such as unavailability of your wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. The Bank disclaims any responsibility for any wireless service used to access or use Endcash. The Bank is not responsible for your supported device or the software or hardware it contains and makes no representations, warranties, or guarantees regarding same. This paragraph shall survive termination of this Agreement.

Modification of this Agreement
THE BANK RESERVES THE RIGHT TO REVISE THIS AGREEMENT OR ANY ENDCASH SERVICE AT ANY TIME BY POSTING NOTIFICATION THROUGH ENDCASH OR OTHERWISE COMMUNICATING THE NOTIFICATION TO YOU. THE CHANGES WILL BECOME EFFECTIVE, AND BE DEEMED ACCEPTED BY YOU, THIRTY (30) DAYS AFTER THE INITIAL POSTING AND APPLICABLE THEREAFTER ON A GOING-FORWARD BASIS AND WILL ALSO BE REFLECTED AS THE REVISED AGREEMENT BY UPDATING THE DATE INDICATED AFTER "LAST MODIFIED" AT THE BEGINNING OF THESE TERMS AND CONDITIONS. YOU WILL ALSO BE ABLE TO VIEW THE REVISED TERMS ON ENDCASH. YOUR CONTINUED USE OF ENDCASH FOLLOWING THE POSTING OF CHANGES WILL CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO THE CHANGES. IF YOU DO NOT AGREE WITH ANY SUCH CHANGE, YOU ARE REQUIRED TO IMMEDIATELY DISCONTINUE YOUR USE OF ENDCASH.

Communication
As a condition to activating and using Endcash, you consent to receive certain messages on your supported device (i.e. SMS, push notifications) from us. You also agree to receive notices and other communications from us by phone call or email to the email address provided on registration, posting within your online account, or through the messaging capabilities of Endcash. Any notice or communication to Endcash or the Bank regarding the Endcash platform or service is required to be performed by way of the 'Contact Us' feature on the Endcash platform via email to endcashsupport@rfhl.com.

Waiver
The failure of Endcash or the Bank to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the Bank.

Severability
If any provision of this Agreement is determined to be invalid or unenforceable pursuant to any applicable law, then that provision will be limited or eliminated from this Agreement to the extent required by law, and the remaining provisions will continue in effect. The terms of this section will survive termination of this Agreement, together with any express term or provision which, by its nature should survive.

Content Standards
As a condition to activating and using Endcash, you agree not to post or submit any content that is:

1. false, misleading, deceiving, inaccurate or dishonest;
2. defamatory or invasive of another person's right of privacy or right of publicity;
3. harmful, obscene, harassing, abusive, offensive, objectionable, violent or condoning violence or harm, displaying nudity or sexual activity, or otherwise unfit for publication;
4. inciting hatred of individuals or groups based on race or ethnic origin, religion, nationality, disability, gender, age, veteran status, or sexual orientation/gender identity; portraying or inciting animal cruelty or neglect;
5. illegal, such a criminal activity, terrorism, obscenity, child pornography, human exploitation, gambling, drug use, firearms or ammunition and piracy;
6. infringing intellectual property or other proprietary rights of any party, or not authorized, such as content that you did not create or do not have the permission to use;
7. creating a privacy or security risk to any person;
8. spam or related to pyramid and / or Ponzi schemes;
9.in Endcash's sole discretion, objectionable or exposes users to harm or liability.

In the event you were to post or submit any of the above-mentioned prohibited content, the Bank and Endcash reserves the right, in its sole discretion, without penalty, and without notice, to suspend or terminate your account.

Dispute Resolution
If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Agreement, either party may give the other fourteen (14) days' notice to resolve the dispute or difference through Alternative Dispute Resolution (ADR) in accordance with the mediation procedure of the Centre for Dispute Resolution under the Trinidad and Tobago Chamber of Commerce. If the parties fail to agree terms of settlement of their dispute or difference after sixty (60) days of the receipt of such notice or the party to whom the notice was given refuses to participate in the ADR the Agreement shall be subject to Arbitration (if the parties agree) or to the jurisdiction of the Courts of Trinidad and Tobago.

Governing Law
This Agreement shall be governed and construed in accordance with the laws of the Republic of Trinidad and Tobago and the parties agree to submit to the exclusive jurisdiction of the courts of Trinidad and Tobago