

Terms and Conditions

Last updated: September 10, 2020

Please read these terms and conditions carefully before using Our Service.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Country** refers to Trinidad & Tobago
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Resonance Trinidad Limited, 1 Luis Street Woodbrook Port of Spain.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Service** refers to the payments.yooz.tt website and the USSD payment platform (*190#) operated by Resonance Trinidad Limited
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to Yooz, accessible from payments.yooz.tt
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Service Provider** means the vendor/utility whom payments will be made against

Acknowledgment

These are the Terms and Conditions governing the use of this **Service** and the agreement that operates between **You** and the **Company**. These Terms and Conditions set out the rights and obligations of all users regarding the use of the **Service**.

Your access to and use of the **Service** is conditioned on Your acceptance of and compliance with these **Terms and Conditions**. These **Terms and Conditions** apply to all visitors, users and others who access or use the **Service**.

By accessing or using the **Service** **You** agree to be bound by these **Terms and Conditions**. If **You** disagree with any part of these **Terms and Conditions** then **You** may not access the **Service**.

You represent that **you** are over the age of 18. The **Company** does not permit those under 18 to use the **Service**.

Your access to and use of the **Service** is also conditioned on Your acceptance of and compliance with the **Privacy Policy** of the **Company**. Our **Privacy Policy** describes Our policies and procedures on the collection, use and disclosure of Your personal information when **You** use the Application or the **Website** and tells **You** about Your privacy rights and how the law protects **You**. Please read Our **Privacy Policy** carefully before using Our **Service**.

Registration

You may need to register for Our **Service** in order to use certain features. If **you** just want to browse the public features and content, registration is optional.

During registration, **you** will be required to provide contact information, including but not limited to a mobile number, an email address, username and password and other details.

By registering for Our **Service** **you** will not only have access to our Website features but **You** will also have access to our USSD platform. Is important **you** understand how the USSD platform works before opting to utilize that feature.

Bill Payments

To make a Bill Payment **You** must know your full Account Number for the specific **Service Provider** **You** wish to make a payment to. **You** can contact the **Service Provider** to obtain your Account# if not available from your monthly bill.

If the Account Number does not exist (i.e. not in the list of accounts provided by **Service Provider**), then **You** will receive an error message with the appropriate verbiage and will not be able to proceed to submit a payment. **You** can check with your Service Provider to confirm the Account Number.

If **You** pay more than is due to the **Service Provider**, your account will be in credit. If **You** pay less, the account will remain due for the unpaid difference. **You** will be subject to the Utility's late payment terms and conditions and as a result may be at risk for certain penalties or cutting of service. **You** can address these concerns with their **Service Provider**.

Bill payments are transacted in local currency.

Payments

Payments can be made:

1. As an anonymous user by direct entry of your payment information (Amount and Card details).
2. As a registered user by direct entry of your payment information (Amount and Card details) or by use of a previously used card. In the case of a previously used card **You** would have explicitly saved the card for future from a previous transaction on the **Service**.

Corrections and Refunds

If **You** make a payment to the wrong Account Number:

1. If the **Service Provider** has not received the transaction from the **Service**:
 - a. **You** can contact the **Service Provider**
 - b. Service Provider will confirm your validity as a Customer and escalate the request to the **Company's** Helpdesk
 - c. The **Company's** Helpdesk will verify the transaction details and adjust the transaction accordingly with the correct Account Number
2. If the **Service Provider** has received the transaction from the **Service**:
 - a. **You** can contact the **Service Provider**
 - b. Service Provider will confirm your validity as a Customer and escalate the request to the **Company's** Helpdesk
 - c. The **Company's** Helpdesk will verify the transaction details and sends offline request to the **Service Provider** to debit the wrongly credited account, and credit the new/correct account

NOTE: If You choose to cancel your payment request, the **Company** will cancel the request to **Service Provider** and will notify the **Company's** chargeback department to cancel the financial transaction.

Links to Other Websites

Our **Service** may contain links to third-party web sites or services that are not owned or controlled by the Company.

The **Company** has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. **You** further acknowledge and agree that the **Company** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise **You** to read the terms and conditions and privacy policies of any third-party web sites or services that **You** visit.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if **You** breach these **Terms and Conditions**.

Upon termination, your right to use the **Service** will cease immediately.

Exclusion of Liability

The content of the pages of the **Website** is for Your general information and use only. It is subject to change without notice. Neither the **Company** nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. **You** acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Indemnification

Your use of any information or materials on the **Service** is entirely at your own risk, for which the **Company** shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the **Service** meet your specific requirements.

The **Service** contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these **Terms and Conditions**.

All trademarks reproduced in the **Service** which are not the property of, or licensed to, the operator are acknowledged on the Website.

Unauthorized use of the **Service** may give rise to a claim for damages and/or be a criminal offense.

Governing Law

The laws of the **Country**, excluding its conflicts of law rules, shall govern this Terms and Your use of the **Service**. Your use of the **Service** may also be subject to other local, state, national, or international laws.

The Courts of Trinidad and Tobago shall have jurisdiction over any and all disputes which arise out of the Service.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our **Service** after those revisions become effective, **You** agree to be bound by the revised terms. If **You** do not agree to the new terms, in whole or in part, please stop using the website and the **Service**.

Contact Us

If you have any questions about these **Terms and Conditions**, **You** can contact us:

- By email: csr@resonancecaribbean.com

- By phone number: 1 (868) 235 6182