

Legal Agreement

JN Bank's E - Financial Services Agreement

This Agreement governs the use of the JN Bank Electronic Financial Services ("the E- Services") and is made and entered into by and between the JN Bank ("the Bank") and the holder of an Account with the Bank ("you").

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Definitions

"Account" means any account held by you with the Bank and shall include any account so held jointly with any other person(s)

"ACH" means the Automated Clearing House system of the Jamaica Clearing Bankers Association of which the Bank is a member, which provides for the electronic transfer of funds between financial institutions within parameters set by the Automated Clearing House rules for Paper and Electronic items revised in 2013 and any revisions or amendments made subsequent thereto.

"Business Day" means any day on which the Bank's offices and branches are open to the Public for business. **"Passcode"** means the password or access code chosen and used by you to access the Services.

"Payee" means the individual, merchant, agency, or institution that has been approved by the Bank to be paid electronically via the E-Services hereunder or the individual, merchant, agency, or institution that has been approved by the Bank to send funds or Bills (where applicable) electronically to you via the E-Service hereunder.

"Payment" means instructions from you to the Bank for a transfer of funds to a Payee via the E-Services hereunder and such instructions shall include but not be limited to the Payee's name, the Payee's account number, and the Scheduled Payment Date.

"Payment Account" means the Account from which Payments will be debited.

"RTGS" means the Real Time Gross Settlement System known as the Jam-Clear RTGS which forms a part of Jamaica's National Payment System governed by the Jam-Clear RTGS Participant rules 2014 issued by the Bank of Jamaica and any subsequent revisions or amendments thereto.

"Scheduled Payment Date" means the date that you want a Payee to receive your E-Bill Payment and is also the date that your Payment Account will be debited, however if the Scheduled Payment Date falls on a non-Business Day then the previous Business Day will be deemed to be the Scheduled Payment Date.

"SWIFT" means the Worldwide Interbank Telecommunications System of which the Bank is a member that allows the electronic transfer by wire transfer of funds in various currencies between banks.

"Third Party Account(s)" Means your other account(s) as may be maintained with other bank(s), Affiliates, Institutions, or accounts maintained by third parties with the JN Bank.

"Transaction" means a Payment, Transfer or Enquiry.

"Transfer" means instructions from you to the Bank for a transfer of funds between your Accounts or from your Account to a Third Party Account through use of the Services.

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The E-Services

- **2.1** The E-Services will permit you to access Account information and financial services through the use of your personal computer, telephone, Automated Teller Machine, Point of Sale Terminal or other similar automated and access devices. Depending on the method of access you will be able to:
 - **2.1.1** View your Account balances, transaction histories and other Account details.
 - **2.1.2** Obtain detailed information in relation to the status of Mortgage Accounts.

- **2.1.3** Transfer Funds from one Account to another Account.
- **2.1.4** Receive funds and make Payments respectively from and to designated and approved Payees.
- **2.1.5** Pay Bills to designated and approved Payees.
- **2.1.6** Withdraw cash
- **2.1.7** Such other services as the Bank may from time to time, make available to you via the E-Services
- **2.2** In order to access the E-Services You must:
 - **2.2.1** maintain (whether alone or jointly) at least one Account with the Bank with a minimum balance of J\$100.00, US\$2.00, CDN\$2.00
 - **2.2.2** be permitted by the Bank to subscribe to any or all of the E-services upon complying with the registration procedure set out herein
- **2.3** If you are a joint account holder the E-Services is not available if two or more persons are required to authorize transactions jointly.
- **2.4** Each joint account holder must register separately in order to access the E-Services
- **2.5** As a joint account holder these conditions apply to you individually and jointly with the other account holder(s)
- **2.6** Subject to the carrying out of maintenance work on the Bank's equipment and systems required for operation of the E-Services and to any factors outside of the control of the Bank, the E-Services shall be available to you twenty-four (24) hours per day and seven (7) days per week.
- **2.7** You understand that your access to the E-Services via the internet is through your Network Service Provider and to that extent your access to the E-Services will be subject to the Network Service Provider's terms and conditions

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Other Agreements with the Bank, Rules of the Bank, and Account Mandates

- **3.1.** Your use of the E-services is governed by these Terms and Conditions which must be read together with any other terms and conditions governing the Bank's services and/or products and the Bank's Rules
- **3.2** Where there is any conflict or inconsistency between these Terms and Conditions and the other terms and conditions as referred to in clause 3.1 above, with the exception of the Bank's Rules, these Terms and Conditions shall prevail to the extent of any conflict or inconsistency. It is important that you click on link provided to review the terms of your JN Cardholders Agreement currently in force.
- **3.3** Electronic transactions may be facilitated by 3rd party systems such as ACH, RTGS and/or Swift at your instruction at the time of initiating the transaction, however the Bank reserves the right at all times to facilitate such electronic transactions through any 3rd party system deemed appropriate at its own discretion.
- **3.4** The Bank is bound by and subject to the operating rules and procedures governing the ACH, RTGS and SWIFT systems and shall process or reject electronic transactions and apply any requisite penalties, fees and/or charges for access and use of such systems to you accordingly.

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PASSCODES AND SECURITY PROCEDURES

- 4. You acknowledge by clicking the "I accept" button below that you have read and agree to the Passcodes and Security Procedures and that they are commercially reasonable.

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E- Transfer Service

- **5.1.** The E-Services shall allow you to:
 1. (a) Transfer funds between your accounts
 2. (b) Transfer funds from your account(s) to any other account(s) maintained by third parties with the Bank
 3. (c) Transfer funds between your account(s) and any other accounts with other financial Institutions
- **5.2** Once you issue Transfer instructions to the Bank this automatically authorises the Bank to debit your specified Payment Account(s) accordingly and remit funds on your behalf to the Payee's account.
- **5.3** Transfer instructions where you are transferring funds to your own account or the accounts of third parties held with any other financial Institution shall also be subject to the terms and conditions and/or approval of the bank with which that other account is maintained. Transfer instructions shall be subject to such limits and conditions as imposed and/or revised by the Bank or relevant financial institution at their absolute discretion from time to time.
- **5.4** You acknowledge and agree that the Bank shall not be responsible or liable for any delay or failure to effect a Transfer where the other financial Institution to which the Transfer is made has delayed, rejected, refused or is otherwise unable to accept such Transfer.

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E- Payment Service

- **6.1** The E-Services shall allow you to electronically pay bills to individuals and institutions such as utility companies, credit card centres, and mortgage loan institutions. The payees however in their sole discretion shall decide whether they wish to allow you to pay bills electronically.
- **6.2** Once you issue bill payment instructions to the Bank this automatically authorises the Bank to debit your specified Payment Account(s) accordingly and remit funds on your behalf to the Payee's account as close as reasonably possible to the Scheduled Payment Date which you have designated.

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General Conditions Relating to Payments and Transfers

- **7.1** The Bank is authorised to refuse to execute a Payment or Transfer where the Payment Account has insufficient funds to complete the Transaction.
- **7.2** In the event that the Bank executes a Payment or Transfer and discovers thereafter that the Payment Account has insufficient funds, it is hereby agreed and understood that the shortfall shall become an automatic charge on your Account(s) and you agree promptly to repay the Bank the amount of the shortfall. In any event and in addition to recovering any such outstanding sums owed to the Bank by any other lawful means, the Bank is hereby authorised to apply any funds awaiting

receipt by you against the amount owing to the Bank and also to refuse to execute any outstanding Payments until the amount owing to the Bank is settled.

- **7.3** The Bank may terminate your access to the E-Services herein or refuse to initiate or complete any Payments or Transfers for any reason including but not limited to the following:
 - **(a)** Using the E-Services for any unlawful purpose; or
 - **(b)** Attempting to corrupt the security or functionality of the E-Services.
- **7.4** You should be aware that the Payee's ability to access funds as a result of your Payment instruction is at the sole discretion of the Payee's financial institution and is not controlled by the E-Services or the Bank
- **7.5** Where Instructions for Payment or Transfer are given on a non-Business Day the Payment/Transfer will be processed and made on the next Business Day following as reflected on your relevant account.
- **7.6** You accept that any instructions which you may issue shall at all times be subject to such limits and conditions as may be fixed or specified by the Bank from time to time at its absolute discretion.
- **7.7** You acknowledge that, in cases which involve or require the consent or approval of third parties, the Bank's obligations to perform any instructions would be subject to such consent and approval.
- **7.8** The Bank shall not be responsible for determining whether the information in any Payment instructions is correct and therefore any disputes arising between yourself and a Payee in relation to a Payment hereunder shall not be the responsibility of the Bank.
- **7.9** The Bank shall not be responsible for any Payments made to unintended recipients due to the input of incorrect information by you nor shall the Bank be responsible for verifying the identity of recipients.
- **7.10** You cannot cancel or edit your transfer or payment instruction after it has been entered in the E-Financial Services, unless it is a future dated payment.
- **7.11** You must give your instructions to allow sufficient time for the Payee to receive the Payment and for the Payee's financial institution to process it. In the event that you do not make sufficient allowances for such time you shall be solely responsible for all late fees, finance charges, actions taken by the third party Payee and any other adverse consequences arising from the late payment.

Inability or Refusal to Process Payment and Transfer instructions

- **8.1** The Bank shall not incur any liability whatsoever where it refuses or is unable to process or complete any Payment or Transfer initiated by you for any reason and in particular in any of the following circumstances:
 - **8.1.1** Your Account from which funds are to be debited does not contain sufficient funds to enable completion of the requested Payment(s) or Transfer(s) and this is not as a result of any fault or omission of the Bank.
 - **8.1.2** Your instructions in relation to a Payment or Transfer are unclear, conflicting, ambiguous, or contain obvious errors.
 - **8.1.3** The function for executing Payments is malfunctioning.
 - **8.1.4** You have not provided the Bank with the correct Payment Account information, or the correct name, address, phone number, or account information of the Payee.
 - **8.1.5** There is a failure in hardware, software, or telecommunications equipment;

- **8.1.6** The necessity of the Bank to comply with any laws, regulations, or directives;
- **8.1.7** The negligence, omission, delay, or misconduct of a Payee or other third party; or
- **8.1.8** The Bank is prevented from executing the relevant Payment(s) or Transfer(s) due to factors or circumstances beyond its control including but not limited to fire, earthquake, flood, riot, power failure, or strike.
- **8.2** In the event that none of the circumstances listed in Clause 8.1. above applies, and the Bank erroneously causes an incorrect amount of funds to be debited from your Payment Account(s) or causes funds from any of your Payment Accounts to be transmitted to a recipient that does not comply with your instructions, or erroneously causes an incorrect amount of funds to be transferred between your accounts or cause funds from any of your accounts to be transferred to an account which does not comply with your instructions, the Bank shall be responsible only for correcting the relevant situation by returning the incorrectly remitted or transferred funds to your correct Payment Account, for directing the correct funds to the proper Payee or Account and for settling any reasonable late charges resulting from the error.
- **8.3** This Agreement does not alter the obligations, responsibilities, or liabilities that exist between you and each Payee.

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Transaction Limits

- **9.1** You are advised to read and become acquainted with your transaction limits as set out in the FAQ Sheet, which may be subject to change from time to time.
- **9.2** The Bank is under no obligation to notify you if it does not complete a Payment or Transfer because there are insufficient funds in your account to process the transaction or because the amount exceeds the Maximum Limit. In such cases, you are responsible for making alternative payment arrangements or rescheduling the payment through the E-Services if you wish to effect the Payment

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Currency Limitations

Inter-currency transactions are allowed only where one of the currencies is in Jamaican dollars, failing which, Payments and Transfers must be made in the same currency as the Account from which the Payment or Transfer is debited. Inter-currency transactions are subject to the daily currency limitations as may be applicable on the day.

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Account Statements and Information

All Transactions carried out under this Agreement will be reported on your periodic statements or passbook for your Account(s) and should include particulars such as a description of the relevant Transaction(s), the date(s) of the relevant Transaction(s) and the amount of the relevant Transaction(s)

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Queries and Issues

In the event that you wish to raise any queries or clarify any issues relating to any Transactions you must contact the Bank as soon as possible via telephone at 1-888-991-4065/6 or such other telephone number(s) that the Bank may specify from time to time or via E-Mail at info@jnbank.com, or via letter or fax sent to the Bank at Fax # (876) 926-7661.

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Service Fees and Charges

The E-Services currently attract no charges, however, the Bank reserves the right to charge fees for the E-Services at a later date, in which event you shall be notified and such charges will be deducted from your Account. By entering into this Agreement you agree to pay all such fees and charges if and when applicable and you hereby authorise the Bank to deduct the calculated amount from your designated Account(s).

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Amendments

- **14.1** The Bank reserves the right to amend the terms and conditions of this Agreement inclusive of the Services provided herein, and to amend the Fees and Charges from time to time, and shall provide notice of such amendment(s) in a manner deemed suitable by the Bank.
- **14.2** You agree to view these terms and conditions regularly and your continued access or use of the E-Services herein after any such amendments become effective will constitute your acceptance of the amended terms and conditions of this Agreement.

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Termination

- **15.1** Subject to Clause 14 above, you may terminate this Agreement by giving not less than Fourteen (14) days written notice to the Bank. This may be done without the necessity of stating a reason.
- **15.2** The Bank reserves the right to terminate this Agreement at any time without prior notice to you or the necessity of stating a reason. However, termination of this Agreement shall only operate to terminate your access to the E- Services and shall not terminate your Account(s).
- **15.3** Upon termination or upon receipt from you of written Notice of termination as provided herein, any instructions received thereafter to conduct any Transaction(s) shall not be processed, however, any Transaction(s) which the Bank had already commenced processing shall be completed unless the Bank in its sole discretion decides that such Transaction(s) should not be completed.

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Confidentiality

- **16.1** Subject to the provisions herein, the Bank agrees as far as possible to keep information relating to your Account(s) or Transaction(s) confidential. However, it is hereby understood and agreed that the Bank is authorised to disclose such information to a third party in certain circumstances including but not limited to the following:
 - **16.1.1** Where you have given the Bank permission to do so;
 - **16.1.2** Where such disclosure is necessary to complete a Transaction;
 - **16.1.3** Where such disclosure is necessary to complete an investigation or resolve a dispute, query or issue relating to a Transaction;
 - **16.1.4** Where such disclosure is necessary to comply with the law, a court order, the request of a government or statutory agency, the request of a credit bureau or merchant, your Account Mandate(s), the Bank's Rules, or any other Agreements with the Bank.

- **16.2** It is hereby understood and agreed that the Bank shall in no case be liable for any damages, losses, costs or expenses which you may suffer as a result of such disclosure referred to above.

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Limitation of Liability

- **17.1** Subject to provisions herein, the Bank shall not be liable for any damages, losses, costs, or expenses which may be incurred by you or any third party in relation to the terms and conditions of this Agreement or the Services hereunder unless such damages, losses, costs, or expenses were solely and directly as a result of the Bank's gross negligence or misconduct. Any entitlement hereunder to recover damages shall be limited to actual damages.
- **17.2** In no event shall the Bank be liable for special, indirect, consequential, exemplary, or punitive damages including, without limitation, lost profits or Attorneys'-at-Law Fees, even where the Bank is aware of the possibility of such damages.
- **17.3** The Bank shall not be liable or responsible for any inaccuracies, errors, failures, malfunctioning, delays, costs, expenses, damages, losses, or injury arising directly or indirectly from hardware, software, computer related equipment, telecommunications systems operated or controlled by the Bank, a third party, or yourself or from any problems associated with viruses, electricity supply problems, hackers, or otherwise.
- **17.4** The Bank does not give any express or implied warranties or make any representations concerning the merchantability or suitability of the Services for any particular purpose, concerning the Software, Hardware, or Browsers used or recommended herein, or concerning the non-infringement of third party proprietary rights.
- **17.5** The Bank shall endeavour to provide satisfactory and reliable service in accordance with the terms and conditions herein, however, the Bank does not warrant that the operation of the E-Services shall be entirely uninterrupted, error free, timely or secure.

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Force Majeure

The Bank shall be released from its obligations hereunder in the event of national emergency, riot, war; industrial disputes, strikes, prohibitive government regulation or order; fire, storm, earthquake or other Act of God; utility, communication or transportation delays or failures; or if any other cause beyond the control of the Bank renders performance of its obligations under this Agreement impossible.

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Waiver

The waiver by the Bank of a breach or default of any of the provisions of this Agreement by you shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of the Bank to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by you.

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Notices

Any notice to be given hereunder shall be delivered or sent by registered post or by e-mail or facsimile transmission (such e-mail or facsimile transmission notice to be confirmed by letter delivered or posted within 12 hours) to the address or to the facsimile number of the other party as provided upon entering into this Agreement or thereafter, and such Notice shall be

deemed to have been served (if delivered) at the time of delivery; (if sent by post) upon the expiration of 48 hours after posting; and (if sent by e-mail or facsimile transmission) upon the expiration of 12 hours after dispatch.

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Invalidity and severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision, a provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

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Entire Agreement

The Bank shall not be liable for any damages, losses, costs, or expenses arising from or in connection with any representations, agreements, statements, or undertakings made prior to the date of execution of this Agreement other than those representations, agreements, statements and undertakings confirmed by a duly authorised representative of the Bank in writing or expressly incorporated or referred to in this Agreement.

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Assignment

You shall not be entitled to assign this Agreement or all or any of your rights and obligations hereunder. The Bank may however assign this Agreement to any entity. The Bank may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

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Headings

Headings to clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this agreement.

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Law

This Agreement shall be governed by and construed in accordance with Jamaican Law and the parties hereto agree to submit to the exclusive jurisdiction of the Jamaican courts.