



**JN BANK LIMITED'S TERMS AND CONDITIONS  
(PERSONAL)**

This **AGREEMENT** (*“Agreement”*) is made on the      day of      20      between **JN BANK LIMITED** (*“JN BANK”*), *formerly the Jamaica National Building Society*, incorporated under the Companies Act and licensed under the Banking Services Act (2014) with its registered office at 2-4 Constant Spring Road, Kingston 10 in the parish of Saint Andrew, Jamaica, **ON ONE PART** and *“the Member”* **ON THE OTHER PART.**

**WHEREBY** the parties deem that it is in their mutual interests to enter into this Agreement, in consideration of the Member’s use of their account(s) at the JN BANK and/or the Member accessing of the services of JN Bank. Accordingly, the parties agree to be bound by the terms outlined herein.

**EFFECTIVE DATE**

These terms and conditions shall take effect upon the licensing of JN Bank under the Banking Services Act (2014).

**A. SCOPE OF APPLICATION**

These terms and conditions shall govern all accounts in the sole or joint name of the Member (and any other person) with JN Bank, including any accounts that may subsequently be opened in the sole or joint name of the Member (and any other person), unless otherwise agreed in writing by an authorized officer of JN Bank. In the event of a written agreement between the Member (and any other person) and JN Bank as to the terms and conditions to *govern* a specific account or facility, these terms and conditions shall only apply to the extent that they are consistent with the terms and conditions applicable to the specific account or facility.

**B. GENERAL TERMS**

**1. WAIVER OF PROTEST**

Member statements of account and all transaction confirmations shall be conclusive if not



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objected to in writing within thirty (30) days, after such documents have been transmitted or made accessible to the Member by mail or otherwise, regardless of whether such documents are actually received or accessed.

Where the Member fails to notify JN Bank in accordance with the timelines herein, to the extent that such delay is prejudicial to JN Bank, the Member shall be solely responsible for all losses or other costs associated with any erroneous or unauthorized activity and the Member shall indemnify and hold harmless JN Bank, or their agents, nominees, employees, subsidiaries and affiliates against any suit, liability, loss, charge or expense, of any kind or of any nature whatsoever, including attorney's fees.

**2. UNDERTAKING REGARDING USE OF ACCOUNT**

The Member undertakes to use his/her account(s) with JN Bank solely for the Member's and/or Members' own transactions, and to indemnify and hold JN Bank harmless in respect of any liability, losses or damage if the Member uses or permits the use of his/her account by or for the benefit of third parties.

Where the Member is the legal, but not the beneficial, owner of the account with JN Bank, said account will be operated in accordance with JN Bank's policies and procedures relating to trust accounts and any amendment thereto, from time to time.

Further, any liability of the Members and/or Members, legal or beneficial, to JN Bank shall be joint and several. This includes but is not limited to trust accounts.

**3. OPERATIONS**

The conditions for the handling of the Member's and/or Members' account, including but not limited to, those in respect of setting of rates, the time and manner of calculation and payment of interest, fixing of service and other banking charges, stating deposit and withdrawal procedures shall be as established by JN Bank from time to time.



#### 4. SOLVENCY WARRANTY

The Member warrants that no bankruptcy or other insolvency proceedings have been instituted against him/her, nor has a Receiver or Manager or Trustee been appointed in respect of the Member or any of his/her assets. The Member undertakes to immediately advise JN Bank in writing in the event that this warranty ceases at any time to be correct.

#### 5. KNOWING OUR MEMBERS

JN Bank may collect information from all its Members including any information required to establish and verify the following:

- ✓ identity
- ✓ source of income
- ✓ assets
- ✓ liabilities
- ✓ credit history
- ✓ government-issued personal identification number
- ✓ government-issued personal tax number
- ✓ expected activity on the account
- ✓ beneficial owner of the account/ beneficial interest in the account
- ✓ addresses
- ✓ any other document required by the Regulator pursuant to the governing legislation, rules, regulations or guidelines in force from time to time

#### 6. FEES/ CHARGES

Any account, whether active or dormant, shall be subject to such charges as JN Bank prescribes from time to time. JN Bank is authorized to charge against, and deduct all banking and service charges prescribed by JN Bank policies from the Member's account; and JN Bank



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shall not be liable for dishonouring items when the deduction of such charges results in there being insufficient funds in the account to honour such items.

JN Bank reserves the right to adjust its Fees after observing the notice period set by the Regulators; and the Member agrees to pay, upon demand being made at any time by JN Bank any amount due from the Member. The amount of each charge is available at each Branch of JN Bank upon enquiry and may also be available on JN Bank's website.

**7. TRANSACTION RECORDS**

*The member hereby acknowledges and agrees that where deposits, withdrawals, debits, credits, transfers and balances on the account are evidenced by entries made in a passbook given to the Member, or a transaction receipt whether in electronic or printed form, JN Bank is not obliged to send any regular statements on the account to the Member whether by post, fax, email or otherwise.*

*However, the Member may access their account transaction history using any or all of the electronic banking channels, including but not limited to JN Live, and JN Kiosks in the Banking Halls or Money Shops, as well as JN Bank' Automated Banking Machines. They may also request a printed statement by making such request at a Branch location which shall attract a cost.*

**8. RESTRICTED ACCOUNTS**

*JN Bank will deem the account restricted after there has been no withdrawal or deposit activity on the account (other than debit of charges or credit of any interest earned) for six (6) consecutive calendar months. If the account is classified as restricted, the Member can re-activate the account following the procedures as prescribed by JN Bank's policies in respect to restricted accounts. Restricted accounts shall continue to attract prescribed bank charges.*

*Further, JN Bank may restrict a Member's access to his/ her account, or refuse to release funds in the Member's account if in the opinion of JN Bank there is unusual, improper or suspicious activity in the Member's account; or JN Bank may close a Member's account for any reason, in its sole discretion.*



## 9. **DORMANT ACCOUNTS**

*JN Bank will deem the account dormant after there has been no withdrawal or deposit activity on the account (other than debit of charges or credit of any interest earned) for five (5) consecutive calendar years. If the account is classified as dormant, the Member can re-activate the account following the procedures as prescribed by JN Bank's policies in respect to dormant accounts. Dormant accounts shall continue to attract prescribed bank charges.*

*Additionally, dormant accounts which remain dormant for the period declared in the **Banking Services Act**, or any amendment thereto, are governed by the laws of Jamaica and may be transferred to the Government in accordance with the Act.*

*The Member accepts that his account will be governed in accordance with JN Bank's policies and procedures for dormant accounts, and any amendment thereto, from time to time.*

## 10. AGENTS

JN Bank may use other banks and other persons as it deems fit as collection agents or correspondent banks in conducting any act in connection with *facilitating* the business and requests of the Member. *Such* collection agents and correspondent banks shall be deemed the agents of the Member *and JN Bank shall use and exercise due diligence in selecting same*. JN Bank shall not be liable to the Member for any loss arising out of any neglect, delay, telegraphic error, error of misinterpretation, misconduct, mistake, default, act or omission of such other bank or person and or arising from the use of the funds transfer system in relation to correspondent bank transactions. The Member further agrees to so release, indemnify and hold JN Bank harmless in relation to any risk that may arise from foreign currency / exchange fluctuations.



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## 11. REFUSAL OF PAYMENT

Upon presentation, JN Bank may refuse payment of and return unpaid any deposited item or order for payment of funds when there is not a sufficient balance of collected funds in the account upon which such item or order is presented or drawn whether such insufficiency results from the payment of other items, the return of any item or the imposition of any charges prescribed by JN Bank. All items or orders on any account must be drawn on the branch of JN Bank at which the account is maintained on forms obtained through that particular branch. JN Bank may at any time return unpaid any item or order not so drawn.

JN Bank may, in its sole discretion, refuse to honour any instructions, instruments, cheques or other order for payment if drawn or made with respect to an account which JN Bank has reasonable grounds to believe is subject to a trust, whether expressed, implied, or constructive. The Member agrees that JN Bank shall incur no liability as a consequence of such refusal.

## 12. FRAUDULENT TRANSACTIONS

The Member will be responsible for any counterfeit bills deposited into its account, including additional processing fees. The value of any counterfeit bills shall be promptly deducted by JN Bank from the Member's available balance as per JN Bank's policies and procedures.

## 13. HONOURING WITHDRAWALS

JN Bank is authorized to honour any item or order drawn on the account even though the signature thereon does not correspond exactly with the Member's specimen signature held by JN Bank; but JN Bank is not obligated to honour any item or order drawn unless the signature does correspond exactly with the Member's specimen signature.

## 14. AVAILABILITY OF FUNDS

As a general policy, items deposited to the account will be collected by JN Bank before the Member is allowed to use the funds represented thereby. This policy on availability of funds will



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not, however, affect the Member's obligation to repay JN Bank for any item that is deposited and is not paid nor will it affect JN Bank's right to charge back the account or obtain reimbursement for any instrument that is not finally paid for any reason whatsoever.

### **15. COLLECTION OF INSTRUMENTS FOR MEMBER**

Where JN Bank accepts for collection on the Member's behalf any cheques, drafts, bills, dividends or interest warrants or other instruments issued in favour of the Member the following will apply:

- JN Bank shall be entitled to charge for these services and the Member's account(s) will be debited with all fees in connection therewith.
- JN Bank does not accept any responsibility for the loss, delay, mutilation or interception of the instruments while in transit.
- JN Bank does not accept responsibility for realization of value for such instruments or for the genuineness, validity or correctness of signatures or endorsements thereon.
- JN Bank maintains the right to prohibit withdrawals against such instruments prior to receiving value for the amounts for which such instruments were issued.
- Where JN Bank accepts for collection cheques or other instruments payable outside of Jamaica, JN Bank may require compliance with the relevant laws, regulations, rules or guidelines of the country in which the cheques or other instruments are payable, whether or not those laws or regulations are applicable in Jamaica.

### **16. HOLDS ON FUNDS**

If JN Bank makes cash available to the Member by cashing, or allowing withdrawal of cash in respect of any item accepted by JN Bank for collection, JN Bank may withhold the availability of a corresponding amount of funds in the account or in any other account which the Member maintains with JN Bank. The funds withheld will not be available for withdrawal until full payment is received by JN Bank upon collection of the item.



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Electronic transfers received for deposit to a Member's account are subject to our verification of source of funds. A hold may be placed by JN Bank on any such transferred funds until we complete the verification.

**17. RIGHT TO SET-OFF AND/OR COMBINE ACCOUNTS**

To secure any and all indebtedness and liabilities (including Banking charges) of the Member to JN Bank, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, due or to become due, the Member hereby charges to JN BANK all moneys, credits, balances, deposits, items and amounts now or hereafter standing in the account for the repayment of such indebtedness or liabilities.

And JN Bank is hereby authorized any time or times hereafter to combine and or consolidate all or any of the accounts with JN Bank in the Member's name (whether solely or jointly) or to which the Member is beneficially entitled and to set off any money, indebtedness or liabilities whatsoever whether on current account or deposit account and regardless of the place of payment or currency from the Member's account aforementioned in settlement or partial payment of any of the said indebtedness and liabilities of the Member, and for such purposes, JN Bank may make any currency conversion necessary at the rate published by JN Bank on the date of conversion.

**18. JOINT ACCOUNTS**

The benefits and liabilities of the joint Members to JN Bank shall be joint and several. Accordingly, each joint account holder has equal access to the funds in the account with JN Bank regardless of the order in which each name appears on the account, the date the Member is added to the account, or any such factor. Accordingly either joint Member may without reference to the other operate the joint account, including but not limited to deposits, withdrawals, pledging the account as security for a credit facility of any type and addition of another Member to the account. However, written instructions from each Member, or his duly





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appointed representative, is required to close a joint account and/or remove the name of a joint account holder from the said joint account.

Further, JN Bank shall have the right to pursue any one or more of the Members for the payment of any moneys or the fulfilment of any obligation owing on the account. If a deposited item is returned unpaid, each of the Members is liable to JN Bank for the full amount regardless of who deposited or received the benefit of the item.

The Members hereby charge and JN Bank is hereby authorised to charge and set-off and/or combine moneys in the Joint Account to satisfy any debt (including overdraft on any other account) or other financial obligation owed to JN Bank by any one or more of the Joint Members.

JN Bank is authorised to accept for deposit to the account money and items in the name(s) of, or belonging to any one or more of the Members.

If JN Bank receives legal process against any Member, JN Bank may be required to remit all the funds held in the joint account to a third party judgement creditor or otherwise as ordered in the process. JN Bank is hereby authorised to so comply.

In the event of the death of any one or more of the Members, the survivor(s) shall have full control of all moneys then and thereafter standing to the credit of the Members' account(s) and of all securities deposited with JN Bank in their joint names, and JN Bank may pay or deliver to or to the order of the survivor(s) all monies securities, deeds, documents, and other property whatsoever standing to the credit or held by JN Bank for any account in the Members' joint names.



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Where a joint account is accessible using electronic media (for example accessible through automated teller machines (ATM), internet banking, telephone banking and so forth) and any one is empowered (whether positively or through omission) to do transactions on the account, all Members will be jointly and severally liable for transactions effected by one Member regardless of whether all the Members are cardholders or not.

Further, the Members accept that their account will be governed in accordance with JN Bank's policies and procedures for joint accounts, and any amendment thereto, from time to time.

**19. LUNATIC MEMBER OR PATIENT UNDER THE MENTAL HEALTH ACT OR ANY AMENDMENT THERETO**

In the event a Member becomes a lunatic or patient under the *Mental Health Act*, or any amendment thereto, the amount standing to his credit with the Society may be paid to the legally appointed committee or guardian of the Member.

**20. COMPUTATION OF INTEREST**

In determining what funds were in the account during an appropriate interest payment period, JN Bank may deduct withdrawals, transfers and other charges against the oldest available deposits.

**21. RECEIPT OF PROCESS**

Should JN Bank receive any summons, order, directive, injunction, execution, restraint, levy, lien, notice or other process from any court which has jurisdiction over JN Bank (hereinafter called "Process") which in JN Bank's opinion affects the account, JN Bank may comply with the terms of such Process without first giving notice thereof to the Member and without questioning the correctness or legitimacy of such Process. JN Bank may also at its option and without liability thereon refuse to honour or pay orders to withdraw or transfer sums from the account and either hold the balance therein until the Process is disposed of to JN Bank's satisfaction.



## 22. DEBIT CARDS

JN Bank may at its discretion issue to the Member on an account (joint or solely held) debit card(s) on the account giving the Member access to JN Bank's automated banking machines and/or ability to conduct point of sales transactions. The Member agrees to be bound by the terms and conditions stipulated by JN Bank as governing the use of any debit card made available to the Member and agrees to sign and return as accepted any agreement required by JN Bank in relation thereto.

## 23. NETWORK REGULATIONS

Transactions conducted on the Multilink or other networks are subject to the rules and regulations of these networks. JN Bank will not be responsible for any delay in refunds or other inconveniences faced by the Member or cardholder arising from rules, regulations, or operations of those networks.

## 24. WIRE TRANSFER

The Member may request JN Bank to execute funds transfer or withdrawal instructions by wire or otherwise. The Member shall submit instructions in the manner required by JN Bank during normal banking hours. Wire transfer instructions from the Member to JN Bank may be issued by electronic instructions in accordance with the terms and conditions contained in the agreement for indemnity for electronic transactions.

## 25. CLOSING ACCOUNTS

JN Bank may at any time close an account upon giving five (5) days written notice of such termination, or such additional time as JN Bank, in its discretion, deems reasonable for the making of alternative arrangements. At any time after the expiration of the notice period JN Bank may, at the risk of the Member, forward by ordinary mail to the Member's address on record, a cheque for the balance of funds, if any, less charges and appropriate set-offs and or the right to combine accounts. JN Bank is not obliged to provide a reason for the termination



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of the account. Any instrument drawn or presented for payment or deposit on the account subsequent to such notice of termination may be declined by JN Bank and returned to the Member.

JN Bank shall not be liable for dishonouring or returning such instruments.

**26. POWER OF ATTORNEY**

The Member may appoint one or more attorney(s) to act for him/ her regarding any account held with JN Bank. However, it must be noted that JN Bank, in its sole discretion, may refuse to accept the appointment.

Further if your account is held jointly, JN Bank may also refuse to honor any transaction, made by an attorney unless their appointment regarding the joint account has been agreed upon in writing by all account holders in a form satisfactory to JN Bank.

**C. CHEQUING ACCOUNTS**

**1. STOP ORDER**

JN Bank will accept stop payment orders from the Member on a cheque, draft, or other items issued or drawn by the Members on an Account. For the Member to give a valid stop payment order, the Member must have provided JN Bank with the information requested and a reasonable opportunity to act on the stop payment order. To be valid, the stop payment order must be in writing and be given by an authorized signer on the account specifying the account number, payee, date, precise amount and number of the cheque, draft or item. JN Bank shall not be liable for the failure to effect a stop payment order if the Member does not furnish JN Bank with all of the requested information, or if JN Bank determines not to stop payment on a certified draft or official cheque or if JN Bank fails to stop payment on a post-dated cheque, draft or item.



## 2. OVERDRAFTS

JN Bank does not authorize the Member to overdraw the account without having a written overdraft agreement with JN Bank. If for any reason JN Bank permits an overdraft, JN Bank will be entitled and is authorized, without notice or demand, to charge fees and/or interest on the amount of the overdraft during the continuance thereof in keeping with JN Bank's prescribed policies. The Member agrees and undertakes forthwith to pay in full the overdraft amount, interest accrued thereon which interest shall be compounded at monthly rates and any fees charged by JN Bank.

Unless agreed to in writing, JN Bank is under no obligation to permit or to continue to permit overdrafts on the account and is therefore authorized to decline payment of any cheque represented. JN Bank reserves the right to close an account due to an unauthorized overdraft. Closure of the account shall not prejudice JN Bank's right to recover funds owing.

## 3. CHEQUE LEAVES

All cheques and other payment items used with respect to the Member's account(s) shall be on leaves supplied by JN Bank or authorized by JN Bank. The Member agrees to use only such cheque leaves. Supply of the leaves will be subjected to Bank charges which will be applied to the Member's account. The Member agrees to release, indemnify and hold JN Bank harmless in respect of any damages or losses arising from the Member's failure to comply with this clause.

## D. SAVINGS ACCOUNTS

### 1. WITHDRAWALS

JN Bank may require the Member to give five (5) days written notice of intent to withdraw or transfer funds on deposit. For accounts evidenced by passbooks, the Member may make withdrawals only upon presentation of the passbook unless JN Bank has been previously



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advised in writing that the passbook has been lost, stolen or wrongfully obtained by another person or unless JN Bank at its discretion allows withdrawal without presentation of the passbook.

## 2. PASSBOOKS

Where passbooks are issued, the Member is obligated to examine his passbook immediately following the entry therein of any transaction or transactions conducted and to there and then report to JN Bank any irregularity or difference or dispute of account whatsoever and howsoever caused. Failure to make an immediate report shall preclude the Member from thereafter asserting any irregularity, difference or dispute on the account and as stated in the passbook.

The Member is responsible for keeping the passbook in safe custody and control. The Member must notify JN Bank in writing if the passbook is lost, stolen or has been wrongfully obtained by another person. JN Bank may require a bond, indemnity or other protection from the Member - or Members in the event of a joint account - satisfactory to JN Bank before issuing a substitute passbook or making any withdrawal on or payment from the account to the Member or any other party. If the original passbook is recovered any time after JN Bank has issued a substitute passbook, the Member(s) undertakes to deliver and return same to JN Bank forthwith.

*Notwithstanding the presence or absence of a passbook, the Member may access statements on account using any of the methods outlined under the General Terms herein for accessing Transaction Records.*

## 3. FIXED/ TERM DEPOSITS

- Certificate of Deposit

Where JN Bank accepts from the Member sums of deposit for a fixed period, JN Bank may issue to the Member a certificate evidencing that the deposit or a deposit advice with details



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of the deposit. If a certificate of deposit is issued, JN Bank may require that the certificate be produced to JN Bank before accepting any instruction regarding such deposit including any instruction as to the return of any funds so deposited.

- **Premature Closure**

Fixed/Term Deposit accounts may be closed prior to their maturity dates only at the discretion of JN Bank. In the event of such premature closure, interest may be paid at the rate applicable on the date of the deposit for the period for which the deposit has remained with JN Bank, less a charge for premature closure and the adjustment rate for replacing the deposit at the rate of interest obtaining at the date of the premature closure.

- **Renewal**

If on the maturity date no written instructions have been received by JN Bank as to what should be done with the proceeds of the deposit, those proceeds (Principal plus Interest, less charges and tax) will be reinvested at such interest rate and for such period as JN Bank in its sole discretion shall determine to be applicable.

- **Advice**

Upon maturity of each deposit, JN Bank will issue an advice in respect of the deposit, which will specify the amount deposited and the interest paid less all charges and applicable tax.

#### **4. OTHER TERMS AND CONDITIONS**

The Member agrees to be bound by any other terms and conditions contained in the JN Bank's Articles of Incorporation, the Facility Agreement, the Offer of Finance, the Letter of Commitment, the passbook, Certificate of Deposit or other instrument issued to the Member on the account.



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Further, where there is an inconsistency between the terms and conditions contained in this document and any document governing a specific facility offered to the Member by JN Bank, the terms of such document governing the specific facility supersedes these terms and conditions.

**E. MISCELLANEOUS**

JN Bank may also seek information about you from others, such as a credit bureau approved by the Bank of Jamaica, in connection with the opening or maintaining of your account or in connection with approving your access application as a Member or for accessing various services. You agree and hereby authorize all of these transfers of information.

**1. DISCLOSURE OF INFORMATION**

The Member understands and agrees that by virtue opening an account with JN Bank they hold a single share in the parent company of JN Bank, The Jamaica National Group Limited. As a result, each Member is also a member of The Jamaica National Group Limited and their contact information will be shared with The Jamaica National Group Limited for the purposes of allowing the said company to communicate with the Member directly as a member of that company.

JN Bank shall be entitled to disclose to third parties any information about the Member and the Member's accounts where the disclosure is:

- i. consistent with consents given by you in relation to Credit Reporting or required under the Credit Reporting Act and its regulations;
- ii. to assist any investigation or prosecution for money laundering offences;
- iii. in order to comply with any requirement for disclosure of information to parties such as the government of the United States of America as well as governments of any Commonwealth, or any other, jurisdiction.
- iv. in JN Bank's discretion necessary or desirable whether to protect JN Bank's interest or otherwise;





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- v. in order to comply with any requirement for disclosure imposed by law or any court or governmental agency or department;
  - vi. in JN Bank's view appropriate to facilitate improvement in *the services being provided to you* and/or which is deemed necessary by JN Bank in order to comply with any obligation arising under this agreement;
  - vii. to provide you with an ongoing service;
  - viii. to detect fraudulent or criminal activity or to manage and settle an actual or potential loss in connection with fraud or criminal activity; and
  - ix. in any other circumstances in which the Member gives JN Bank written permission so to do.

The Member hereby understands and agrees that:

- i. JN Bank may record and store all information on their account in such form and by such means as JN Bank deems fit.
- ii. JN Bank may use the services of its parent company or its subsidiaries and affiliates or any electronic data processing service provider in connection with the management of their accounts and the related data *for the purpose of providing the JN Bank services requested by the Member.*

The Member hereby consents to and authorizes any such disclosure, and JN Bank shall not become liable by reason of the giving of any such information or of it being inaccurate or incomplete.

## **2. DEATH OR INCAPACITY OF MEMBER**

The Member hereby agrees that this Agreement and all the terms hereof shall be binding upon them and their estate, heirs, executors, administrators, personal representatives, successors and assigns. This Agreement shall cover individually and collectively all accounts, joint, single or in a fiduciary capacity, which are held by JN Bank for them. This Agreement shall be applicable to all existing transactions between JN Bank and the Member as well as all future transactions in the nature contemplated herein and shall remain in effect irrespective of any interruptions in the



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business relations of the Member with JN Bank.

Neither death nor incapacity of the Member will revoke an order to withdraw or transfer funds from the account until JN Bank has actual knowledge of the fact of death or of an adjudication of incapacity by an appropriate court of law and has reasonable opportunity to act on such knowledge.

### **3. STATUTORY DEDUCTIONS**

JN Bank will make all statutory deductions in accordance with applicable laws and pay over to the appropriate statutory authority.

### **4. CHANGE OF ADDRESS, NAME, MARITAL STATUS OR OWNERSHIP OF BUSINESS**

The Member must notify JN Bank promptly and in writing of any change of his address, name, ownership of business, services and any other relevant information on record. Further, the Member must provide such evidence of the change as the Society may require.

Mail will be sent by JN Bank to the Member to the last address on record for each account.

### **5. AMENDMENTS**

These terms and conditions may be amended or supplemented by JN Bank at any time by written notification to the Member at the last address on JN Bank's record, by posting a notice in the offices of JN Bank, or any other reasonable method as JN Bank may, in its discretion, determine. The method of notice given will be at the discretion of JN Bank.

After the expiration of forty(45)calendar days of the aforementioned notice being given by JN Bank, these amendments or supplements will become effective between JN Bank and the Member.



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**6. INDEMNITY**

Pursuant to the mandate issued by the Member hereunder to JN Bank, the Member agrees to indemnify and hold harmless JN Bank, or its agents, employees, subsidiaries and affiliates against any suit, liability, loss, charge or expense, of any kind or of any nature whatsoever, including attorney's fees, which the Member may incur by virtue of JN Bank, acting on this agreement or any further instructions from the Member.

**7. WAIVER**

No waiver or modification of any of these terms or conditions will be effective unless consented to by JN Bank in writing. JN Bank's failure to exercise any rights at any time will not be deemed a waiver of the right; and waiver by JN Bank in any one instance shall be specific thereto and shall not operate as a general waiver of JN Bank's right or rights hereunder.

**8. INTERPRETATION**

Where the context so admits, references to the masculine gender shall include references to the feminine and neuter genders, and references to the singular shall include references to the plural.

**9. ANTI-MONEY LAUNDERING**

The Member agrees that in establishing an account with JN BANK, *they shall provide* JN Bank with current identification information and shall notify JN Bank of any subsequent change in such identification information.

The Member also agrees to comply with JN Bank's Anti-Money Laundering Guidelines as implemented and/or amended from time to time in accordance with laws, directives, codes of conduct, guidelines, and so forth; and the Member accepts that JN Bank reserves the right to terminate any account where inaccurate identification information is provided to JN Bank and/or where any account that is operated in a manner that is inconsistent with any Anti-



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Money Laundering Regulations, Regulatory Directives and or Regulatory Guidelines, upon giving five(5) days written notice of such termination, or such additional time as JN Bank in its discretion deems reasonable for the making of alternative banking arrangements. JN Bank is not obliged to provide a reason for the termination of the account.

**10. ELECTRONIC INSTRUCTIONS AND CONFIRMATION**

The Member accepts that although there are risks associated with certain methods, JN Bank is hereby authorized to act on electronic instructions which may be given, *without limitation*, by telephone, electronic mail or facsimile, on the terms and conditions contained in the executed Indemnity.

Further, you agree that neither JN Bank, nor any of its subsidiaries, agents, nominees nor assigns will be liable to you for acting on your instructions or on instructions which appear to be from you, if those actions are in good faith; and that the Member indemnifies and holds harmless JN Bank, or its agents, nominees, employees, subsidiaries and affiliates against any suit, liability, loss, charge or expense, of any kind or of any nature whatsoever which the JN Bank may incur by virtue of JN Bank, acting on this agreement or any further instructions from the Member.

**11. ELECTRONIC BANKING**

The Member accepts that he will conduct electronic banking in accordance with JN Bank's terms and conditions for same.

**12. WRITTEN INFORMATION**

JN BANK shall not be bound by any information provided by JN Bank to the Member that is not in writing. JN Bank shall not be liable to the Member in respect of any information alleged to have been provided orally by JN Bank or its employees to the Member or by the Member to JN Bank unless such information is confirmed in writing.



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### 13. AUTHORITY TO CORRECT ERRORS

In the event of any error made by JN Bank in recording any entry in or to the Member's account, JN Bank shall have the right to make the necessary correction by reversing or adjusting the entry without notice to the Member and recover the amount (if any) due from the Member. JN Bank shall not be liable for any damage or loss arising as a result of any such error.

### 14. COMPLETE AGREEMENT

This Agreement, *inclusive of such documents incorporated by reference*, constitutes the entire agreement between the parties respecting the subject matter and shall not be modified, amended or replaced except by a further written Agreement executed by the parties.

### 15. ALTERNATIVE DISPUTE RESOLUTION

Any dispute, difference or question which may arise at any time hereafter between the Member and JN Bank under this Agreement or relating to the rights and liabilities of the parties hereto may be referred to JN Bank's Member Ombudsman, or any means of alternative dispute resolution agreed upon by the parties hereto.

The right herein provided is in addition to Member recourse to any court of law of competent jurisdiction within Jamaica.

### 16. GOVERNING LAW

The provisions hereof shall be governed by the Laws of Jamaica. The courts of Jamaica are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with such documents for which purpose all parties agree to submit to the jurisdiction of the courts of Jamaica.

Upon signing of the Customer Signature Card, the Member shall be deemed to have received, read, understood and accepted the contents of this document.



JN BANK LIMITED'S TERMS AND CONDITIONS  
(PERSONAL)

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