



JN MYCard Application Terms and Conditions

This agreement outlines the terms and conditions for using the JN MYCard Application ('the app'). By registering or using any part of our services, you agree to adhere to these terms and conditions.

Key Terms:

- **Cardholder:** The person authorized to use the card.
- **PIN:** Your Personal Identification Number.
- **We/Us/Our:** JN Bank Limited, its subsidiaries, affiliates, successors or assigns.
- **You/Your:** The cardholder(s).

Account Maintenance

1. You must ensure that your information on record with us is accurate and up to date. We shall not be liable for any loss arising out of your failure to do so. You represent and warrant to us that any information provided or made available by you is accurate and complete. Your information will be used in accordance with our JN Bank Privacy Notice located on our website.

Security

1. To protect your personal information, we use technical, physical, and administrative security measures that include firewalls, Data encryption and physical access controls at our data centers. We, however, cannot guarantee absolute protection of your information.
2. You are responsible for maintaining adequate security and control of all Identifications, passwords, personal identification numbers, or any other codes that you use to access the app and its services.
3. If you have any indication or suspicion of your **JN MYCard** login details, password, or other security features being lost, stolen, misappropriated, used without authorization or otherwise compromised, you must immediately change your password, and contact us. Any delay or failure to notify us may result in you being liable for any losses.

Data Protection

1. In accordance with the **JN Bank Privacy Notice** we will handle your information in keeping with the Data Protection Act and use it only for legitimate banking purposes.
2. We will notify you promptly and take corrective action in case of a data breach.

Communicating With You

1. You agree and consent to electronically receive communications, agreements, documents, notices and disclosures.
2. You must keep your contact information with us up to date to receive notifications and alerts
3. You will be considered to have received a communication from us, if it is delivered electronically, 24 hours after the time we post it to our website or email it to you.
4. You must review all notices promptly to stay informed.

Governing Law

1. This agreement is governed by Jamaican law and shall be subject to the exclusive jurisdiction of the Courts of Jamaica.

Availability and Liability for Banking Services and damages

1. We are not responsible for losses or damage you may suffer due to:
 - a. System malfunctions, technical failures, application service failures, hacking, tampering or other unauthorized access or use of the services unless due to negligence on our part.
2. We will limit our liability to system malfunctions

Ending This Agreement

1. We may terminate or suspend your use of the **app** at any time in our sole discretion:
 - a. if you breach its terms
 - b. your provision of any false, incomplete, inaccurate, or misleading information
 - c. you are engaged in fraudulent, money laundering, terrorism financing or other illegal activity or we reasonably suspect the same
 - d. if we reasonably believe your app profile has been compromised
 - e. or for other security reasons if we are required at the direction of any regulatory, law enforcement or other competent authority.

Non-Assignability

1. You cannot transfer or assign your rights or obligations under this agreement to others.
2. We declare that this agreement binds your executors, administrators, and permitted assigns.

Severability

2. If any part of this agreement is invalid or unenforceable, the remaining provisions remain effective.

Section Headings

3. Section headings are for convenience only and do not affect the interpretation of this agreement

Changes to This Agreement

4. We may revise this agreement and any of the other terms, agreements, or policies or make service adjustments from time to time.
5. The revised version will be effective at the time we post it, unless otherwise noted.
You must review updates promptly, as continued use of the app indicates your acceptance of such updates and amendments

Force Majeure

6. We shall not be liable for non-performance, error, interruption, or delay in the performance of our obligations under these Terms and Conditions (or any part thereof) or for any inaccuracy, unreliability, or unsuitability of your **JN MYCard** App if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.