

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 or Third Party Account(s) 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. The Bank will process these Payments using simply the account number provided and no further verification (such as account names, type or any other information relating to the receiving account) will be done by the Bank.

"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 E-Services. The Bank will process same using simply the account number provided and no further verification (such as account names, type or any other information relating to the receiving account) will be done by the Bank.

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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 personal computers, telephones, Automated Teller Machines, Point of Sale Terminals 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 Loan and Deposit Accounts.
 - **2.1.3** Transfer Funds from and between Accounts.
 - **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; and
 - **2.1.7** Conduct 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 required maintenance of 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
- **2.8** You will be prohibited from accessing the JN Live E-Services platform through a proxy server, botnet, malware server. Tor exit node or any network associated with malicious activities.

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 Terms and Conditions (Personal) and any amendment thereto from time to time.
- **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 Terms and Conditions (Personal), 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 the Bank's Terms and Conditions (Personal) as well as your [JN Cardholders Agreement](#) .
- **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 be bound by the Passcodes and Security Procedures, the Bank's Terms and Conditions (Personal) as well as your [JN Cardholders Agreement](#) and that they are commercially reasonable..

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E- Transfer Service

Our online transfer service is intended for sending money to family, friends and people that are known to you. For your security, you should **not** use the service to send money to people you donot know. By clicking the "I Accept" button, you agree that you, and not the Bank, are responsible for resolving any payment or other disputes that you have with any other user with whom you send money to, receive or request money from, using the E-Service.

You also acknowledge that the E-Service does not provide any buyer or purchaser protection for goods or services you purchase using the payment or transfer features of our platform.

- **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. By clicking the "I Accept" button, you understand and agree that the 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 your business. The Bank will use due diligence in the selection of collection agents and correspondent banks which shall be deemed your agents, and the Bank shall not be liable to you 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. You further agree to so release, indemnify and hold the Bank harmless in relation to any risk that may arise from foreign currency / exchange fluctuations.

- **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 or where you have provided erroneous instructions to the Bank.

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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 and the time taken to process these transaction.
- **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 is reasonably possible to the Scheduled Payment Date which you have designated. The Bank will process your request using only the account number provided. No further verification (such as account names, type or any other information relating to the receiving account) will be done by the Bank.

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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 or where you have been enticed to do so because of a scam; nor shall the Bank be responsible for verifying the identity of recipients or any information entered in the E-Services to effect the Transfer or Payment..
- **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.
- **7.12** The Bank will process your Transaction using only the account number provided and no further verification (such as account names and type) will be done by the Bank.

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** There is a failure in hardware, software, or telecommunications equipment;
 - **8.1.5** 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. The parties agree that the Bank will not be responsible 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 loss.

- **8.3** The Bank will process your request for each Payment/ Transfer using the account number provided. The Bank will not conduct any further verification (such as account names, type or any other information relating to the receiving account) prior to processing your request for the Payment/ Transfer.
- **8.4** 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 and conversion rates/fees 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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Security

- **13.1** You shall use all reasonable precautions to prevent loss or theft arising from the use of your Passcode by a third party. Further, you undertake to verbally notify the Bank immediately of such loss or theft or compromise and the circumstances thereof and further to confirm in writing such loss or theft or compromise and circumstances surrounding same within 24 hours of any such occurrence.
- **13.2** You shall be required to select and input your Passcode to access the E-Services in such a manner that it will be known only to you. You shall memorize your Passcode in order to prevent the misuse of the Passcode and access to the E-Services by a third party.
- **13.3** You shall be liable for any and all use of the Passcode and the Transaction(s) created thereby up to the expiration of the 48 hour period after the Bank has received written notification of the loss or theft or other compromise of the Passcode. Such notification must be delivered in writing to agents/representatives at JN Bank Branches, Money Shops or via electronic mail to complaints@JNBank.com.
- **13.4.** You are solely responsible to be vigilant and alert when it comes to scams and suspicious activities and to protect your system/computer or electronic device(s) from compromise by malware or any other malicious means.
- **13.4.1** The Bank utilizes TLS encryption to ensure that any sensitive data that is transmitted via the E-Services platform is secure. A padlock will be displayed on our page to verify that TLS encryption is being enforced.
- **13.4.2** The E-Services platform website and the hosting server are also continuously scanned for vulnerabilities and steps are taken to seek to ensure that they are kept up to date with security patches.

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Service Fees and Charges

Access to the E-Services platform currently attracts no charges, however, there are some transactions which attract a charge and such charges will be deducted from your Account. By entering into this Agreement you agree to pay all such fees and charges and you hereby authorise the Bank to deduct the calculated amount from your Account(s).

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Amendments

- **15.1** 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.
- **15.2** 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

- **16.1** 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.
- **16.2** 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).
- **16.3** 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

17.1 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 for the reasons outlined in the Bank's Terms and Conditions (Personal) and any amendment thereto from time to time.

17.2 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 or incur as a result of such disclosure referred to above.

Limitation of Liability

- **18.1** Subject to provisions herein, the Bank shall not be liable for any damages, losses, costs, or expenses (including Attorney's costs) which may be incurred by you or any third party in relation to the terms and conditions of this Agreement (or any other Agreement incorporated by reference) 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 willful misconduct. Any entitlement hereunder to recover damages shall be limited to actual damages.
- **18.2** 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.
- **18.3** 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.
- **18.4** In the event of any error made by THE BANK in recording any entry in or to your (or a third party's) account, the Bank shall have the right to make the necessary correction by reversing or adjusting the entry without notice to you or the third party and recover the amount (if any) due from you. The Bank shall not be liable for any damage or loss arising as a result of any such error.
- **18.5** The Bank does not give any express or implied warranties or make any representations concerning the merchantability or suitability of the E-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.
- **18.6** The Bank shall endeavor 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.

Force Majeure

The Bank shall be released from its obligations hereunder in the event of national emergency, riot, war; industrial disputes, strikes, prohibitive government regulations or orders; 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.

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.

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.

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.