



Online Banking Terms and Conditions

You acknowledge by signing the JMMB Bank (T&T) Limited Online registration form that you have read, understood and agree to the following terms and conditions and agree that these terms and conditions and the procedures are commercially reasonable. This Agreement governs your use of JMMB Bank (T&T) Limited's Internet Banking Service ("**JMMB BANK NET**").

1. DEFINITIONS

As used in this Agreement, the words "we," "our," "us," and "Bank" mean JMMB Bank. "You" and "your" refer to the account holder and anyone else authorized by that account holder to exercise control over the account holder's funds through the System. "Accounts" means your current, chequing, deposit accounts and loans at the Bank that are accessed through the System. Our "Business days" are Monday through Friday (holidays not included).

2. SERVICE

This means the services provided pursuant to this Agreement. JMMB Bank (T&T) Limited offers to you JMMB BANK NET, which will enable you to electronically access your accounts.

3. ACCOUNTS ACCESS

To use this Service, you must have at least one account at JMMB Bank (T&T) Limited, access to the Internet Service and an email address. You are responsible for the set up and maintenance of your computer and access system. You agree that JMMB Bank (T&T) Limited is not responsible for any errors or failures from any malfunction of your computer or any virus or any other computer problem related to the use of this Service. You will list all accounts to be accessed through JMMB BANK NET on your JMMB Bank (T&T) Limited Client Profile. In order to link different accounts, you must be a signatory on these accounts.

4. TRANSACTIONS

Any and all transactions initiated through JMMB BANK NET to your account(s) through the use of your User Identification and Passwords will be deemed authorized by you without further verification. JMMB Bank (T&T) Limited is hereby authorized to honour, execute and charge to your account(s) those transactions. You are responsible for all transactions carried out using this Service and for repayment of any debt that arises from use of this Service.

Foreign currency transactions are subject to the currency being available. The transaction will be processed using the rate of the day the transaction is processed, not the day the transaction is submitted. Transactions submitted after banking hours will be processed the next working day. You will be notified if a foreign currency transaction cannot be processed the same day. You could choose to let the transaction be processed at whatever rate is set on the day the transaction is processed or you could cancel the transaction. If you choose to cancel the transaction a cancellation request must be sent via secure message in JMMB BANK NET or via the email address we have on file.

5. BILL PAYMENTS

While it is anticipated that most Bill Payments will be processed and completed on the Business Day you selected for your Bill Payment you acknowledge that due to circumstances beyond the control of JMMB Bank (T&T) Limited, including but not limited to delays by the payee and the payee's bank or agent in handling and posting Bill Payments, some of them may take longer to be posted to your account at the payee or erroneous payment. For this reason, JMMB Bank (T&T) Limited recommends and you hereby acknowledge and agree bill payments must be initiated at least five (5) business days before the actual due date of the bill. You further agree that JMMB Bank (T&T) Limited will not be responsible for any Bill Payment that is received or posted by the payee after the grace period, which could result in a late charge or penalty being assessed by the payee. In such event, you agree that you shall have the sole risk of incurring and the sole responsibility for paying any and all charges or penalties assessed by the payee. If a Bill Pay transaction cannot be processed according to your instruction, a notification will be sent to you.

6. TRANSFERS

You will instruct JMMB Bank (T&T) Limited to transfer funds between your designated accounts only when a sufficient balance is or will be available in your designated accounts at the time of such instruction. JMMB Bank (T&T) Limited will not be obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft lines of credit, are not available in the designated account.

7. COSTS AND CHARGES

JMMB BANK NET is free of charge. The normal charges associated with your account transactions or services will continue to be applicable. JMMB Bank (T&T) Limited reserves the right to review its pricing from time to time and change or amend charges to the JMMB BANK NET as deemed necessary and you agree to pay the charges which apply when you use the Service or usual banking services or any part thereof. You will be advised of these changes as they become applicable.

8. YOUR PASSWORD

You determine the password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password and security question. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. For security purposes, the password you create must be between eight and twelve characters long and contain at least one letter and one number. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down. If you are a Corporate Client you will be issued a token which contains an access number to be used at the time of login. This number changes each time the token is pushed.

9. SECURITY

You agree and acknowledge that your personal login information, passwords and security question are not to be shared, divulged, or disclosed to anyone and that you will only access your account information and financial services by means of login identification, passwords and security question selected by you. You agree that JMMB Bank (T&T) Limited is authorized to process any instructions we receive under your passwords, and that these procedures are commercially reasonable.

10. OTHER AGREEMENTS

This Agreement, together with the registration form, constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of the deposit, chequing and other agreements and disclosures for each of your Accounts, as well as your other agreements with JMMB Bank (T&T) Limited (such as for loans or other services), continue to apply except as specifically altered by this Agreement. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs, successors and assigns. Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

11. CHANGES IN SERVICES / TERMS

JMMB Bank (T&T) Limited may change JMMB BANK NET services and the terms JMMB Bank's website, email or postal mail. Your continued use of any or all of the Services indicates your acceptance of the change in terms.

12. OUR RIGHT TO SUSPEND SERVICES

You agree that we may suspend, withdraw or restrict the use of the Service or any part of the Service where:

- a. We have reasonable grounds to suspect that your Security Details have not been kept safe or
- b. We have reasonable grounds to suspect unauthorized or fraudulent use of your Security Details or
- c. We consider it appropriate for your protection

We shall use all reasonable efforts to contact you and inform you before taking this action, but where not possible, we will notify you as soon as available thereafter.

13. OUR RIGHT TO CANCEL / TERMINATE

JMMB Bank (T&T) Limited has the right in its sole discretion to (I) limit, suspend or terminate your use of JMMB BANK NET and cancel this Agreement, for any reason and at any time without prior notice. You agree that we can terminate or limit your access to the Service for any reason and at any time including but not limited to:

- a. Without prior notice, if you have insufficient funds in any of your accounts to cover any fees, pending transfers and debits. We may, in our sole discretion, reinstate once sufficient funds are available
- b. Breach of this agreement
- c. Upon one month's notice, for any reason in our sole discretion.

JMMB BANK NET service will not be cancelled until all pending transactions have been cleared with immediately available funds.

14. CONFIDENTIALITY

You have a right to confidentiality provided always that JMMB Bank (T&T) Limited may disclose any information about you and your accounts in response to credit inquiries; pursuant to legal process or subpoena, or if disclosure is necessary, desirable or to protect IBL Bank's interests. It is the Internet user's decision to communicate personal information to JMMB Bank (T&T) Limited through this website. JMMB Bank (T&T) Limited is not and shall not be held responsible and liable for any unauthorised access or interception to information submitted through this website. All information submitted to JMMB Bank (T&T) Limited through this website shall be deemed and remain the property of JMMB Bank.

15. LIMITATION OF LIABILITY

JMMB Bank (T&T) Limited will make reasonable efforts to ensure full performance of JMMB BANK NET services. JMMB Bank (T&T) Limited will be responsible for acting only on those instructions sent through JMMB BANK NET, which are actually received. JMMB Bank (T&T) Limited does not assume responsibility or liability for malfunctions for whatever reason in communications or facilities not under its control that may affect the accuracy or timeliness of messages you send. JMMB Bank (T&T) Limited is not responsible for any losses or delays in transmission of instructions arising out of the use of an Access Service Provider or caused by any browser software. JMMB Bank (T&T) Limited is not responsible should you give incorrect instructions or if your payment instructions are not given sufficiently in advance to allow for timely payment. Any information you receive from JMMB Bank (T&T) Limited is believed to be reliable. However, it can only be provided on a best effort basis for your convenience and is not guaranteed. JMMB Bank (T&T) Limited is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. JMMB Bank (T&T) Limited is not responsible for system disruptions or unavailability of the Services including but not limited to disruptions caused by any computer virus or related problems.

NEITHER JMMB BANK (T&T) LIMITED, NOR ANY OTHER INFORMATION PROVIDER, MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING INTERNET BANKING SOFTWARE OR SERVICES OR BROWSERS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW

16. INDEMNITY

JMMB Bank (T&T) Limited will not be liable to you for any loss or damage whatsoever or for any disclosure of information arising from a transaction made on your account(s) and you shall indemnify JMMB Bank (T&T) Limited fully for same, by the use of any of JMMB BANK NET services where

- you do not have adequate money in the account to complete the transaction, or where the account specified has been closed;
- you have failed to give complete, correct or current instructions for a transfer of funds or bill payment;
- you have not given the instructions of transfer or bill payment within sufficient time for the payee to be credited by the time the money is due;
- you allege that you did not carry out the instruction and your password(s) and/or security question was compromised;
- withdrawals from specified accounts have been prohibited by court order;
- a stop payment cannot be completed due to presentment already made and of which a report as to such presentment being stated by JMMB Bank (T&T) Limited is conclusive evidence;
- JMMB Bank (T&T) Limited reasonably believes that the transaction may be contrary to legislation or rule of law;
- any transaction is not processed due to bank or public holidays, however scheduled;
- fluctuations in exchange rates published after sending your instructions.

You agree to settle any dispute or difference arising out of this Agreement between yourself and JMMB Bank (T&T) Limited. If this is not successful, you agree that the dispute will be submitted to the Banking Ombudsman's Office of Trinidad and Tobago.

17. DISCLAIMER OF WARRANTY

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, or non-infringement of third party rights, in connection with the Service provided to you under this Agreement. We do not and cannot warrant that the Service will operate without errors, or that any or all Service will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services, or products provided under this Agreement or by reason or your use of or access to the Service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of JMMB Bank (T&T) Limited and its affiliates exceed the amounts paid by you for the services provided to you through JMMB BANK NET.

18. ELECTRONIC MESSAGES

Because normal Internet e-mail and mobile SMS transmissions may not be secure, you agree to accept this risk to receive information and to contact us as follows:

1. By phone only (By Phone only (800-5662) ext. 2022/2023/2048 for queries which require the transmission of confidential Client account information.
2. By email (TTBANKHELPDESK@jmb.com) for general queries not containing confidential Client account information.

You also agree to receive communications regarding your account electronically or via SMS and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you. JMMB Bank (T&T) Limited shall not be liable in any respect for this transmission method nor for transmission being intercepted.

19. SUBSCRIPTION TO SMS ALERTS

SMS alerts will be sent to the mobile number noted on the registration form.

User is required to notify JMMB Bank (T&T) Limited or update his/her user profile to reflect changes in mobile numbers.

JMMB Bank (T&T) Limited shall not be liable for SMS alerts sent out to unintended recipients if mobile numbers are not updated or incorrect. There is a telephone charge imposed by your Telecommunications Service Provider for sending and receiving text messages on your mobile phone for this service.

20. GENERAL

You confirm that the information on the registration form is accurate to the best of your knowledge and that you will promptly notify JMMB Bank (T&T) Limited of any change in the information as it occurs. By applying for the JMMB BANK NET service, you understand that JMMB Bank (T&T) Limited may contact you regarding important documents that must be signed and presented to JMMB Bank (T&T) Limited before the account can be accessed. In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable. You agree that notices or correspondence from you to JMMB Bank, not via JMMB BANK NET, must be in writing and sent to your home branch address.

Copyright in the pages, screens, information (other than information about your accounts and financial affairs) and all material in their arrangement included in the Services and in the Website (together the "Material") is owned by or licensed to JMMB Bank (T&T) Limited unless otherwise noted. You may imprint, copy, download, or temporarily store extracts from the Material for your own information or when you use the Internet Banking Services. You may not alter or otherwise make any changes to any Material that you print or download including, without limitation, removing any identifying marks or legends from such Material. Any other use is prohibited unless you first request and obtain our written permission.

This Agreement shall be governed by the laws of Trinidad and Tobago. By using JMMB BANK NET, you acknowledge and agree that this Agreement sets forth procedures for electronic banking transactions, which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

I have read, understood and agree to the Terms and Conditions displayed hereinabove.

I/We certify that this document is a true copy of the original.

I I/We certify that photographs/IDs submitted are a true likeness of my/our facial features.

Client Signature

DATE