

Conditions Of Use

THE USE OF JMMB BANK (JAMAICA) LIMITED DEBIT CARD IS GOVERNED AT ALL TIMES BY THE TERMS AND CONDITIONS SET FORTH HEREWITH.

1. In this Agreement

- a. The "Bank" means JMMB Bank (Jamaica) Limited, its Assigns and Successors in title.
- b. "Account" means an account in the name of the Principal Cardholder maintained by the Bank in relation to Debit Card transactions, and includes a joint account applied for by one or more than one person.
- c. "Principal Cardholder" means the Cardholder in whose name a deposit account is maintained by the Bank and to whom use of a debit card is issued by the Bank.
- d. "Authorized User" means a Cardholder to whom an additional Card has been issued.
- e. "Card" means a Visa Debit Card or any other debit card issued by JMMB Bank (Jamaica) Limited
- f. "Cash Limit" means the total amount of cash that can be withdrawn from time to time as notified by the Bank to the Cardholder.
- g. "Credit Line" means the maximum allowable amount of credit granted to the client at the Bank's discretion in addition to the available balance on deposit.
- h. "Transaction" means the purchase of goods or the obtaining of services or cash against use of the debit card, the Card Number or in any manner authorized by the Cardholder for debit to the cardholder's deposit account or the utilizing of any services made available to the cardholder by the Bank from time to time in respect of the Card.
- i. "Merchant" means any Corporation, Firm, or individual who has agreed to honor the card upon presentation by the Cardholder.

- j. "PIN" means the Personal Identification Number of the cardholder.
2. The Card must be signed by the Cardholder immediately upon receipt and may only be used:
 - a. By the Cardholder after it has been signed.
 - b. Subject to the terms of this agreement and any other conditions of use of the card which are in force at the time of the use of the card.
 - c. Within the available balance of the deposit account plus any line of credit that may be granted by the Bank at its discretion.
 - d. To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the card.
 - e. Subject to the rights of the Bank, in its absolute discretion and without prior notice, at any time to cancel, refuse or re-issue, renew or replace the card or to withdraw the right to use the card for, or to refuse any request for authorization of any particular debit card transactions and to publish any such refusal or withdrawal.
 3. The Bank will debit the deposit account with the amount of all debit card transactions and any other liabilities that the Cardholder may incur with respect to Visa Debit card transactions, and any loss incurred by the Bank arising from the unauthorized use of the card. The Principal Cardholder will be liable to pay to the Bank all amounts so debited whether or not a sales voucher or cash advance voucher is signed by the Cardholder.
 4. The Bank is authorized to debit the deposit account with all charges pertaining to the acquisition of the debit card, and/or its renewal and/or its replacement in the event of loss/theft/damage/compromise.

5. Whenever the card is used to make a purchase or to obtain services the Cardholder shall sign a Sales Voucher or Cash Advance Voucher, but if this is not done, the Cardholder will nevertheless remain liable for all amounts debited to the deposit account with respect to these transactions.
6. Whenever the card is used in conjunction with an Automatic Teller Machine it must be used only in accordance with the operating instructions and conditions of use in force at the time. In particular, the cash withdrawals must not exceed the permitted limit as notified by the Bank.
7. If a Merchant issues a refund voucher in respect of a debit card transaction, the Bank will credit the deposit account with the refund when it receives the refund voucher or other similar refund verification acceptable to the Bank.
8. The Bank will not be liable in any way if the debit card is not honored by a third party or for any retention of the debit card by the Bank, any other financial institution, or any seller of goods or services.
9. No debit card may be used after its expiry date.
10. In the case of a joint account, the liability for the account will be joint and several.
11. The debit card remains the property of the Bank at all times and must be returned by the Cardholder to the Bank, or any other person acting for the Bank, at the request of the Bank.
12. The Bank may at any time and without notice, cancel or suspend the right to use the debit card entirely or in respect of specific facilities or refuse to re-issue, renew or replace the card, without in any case affecting the Cardholder's obligations to the Bank, which shall continue in force.
13. The Cardholder will exercise all possible care to ensure the safety of the card and will prevent the PIN from becoming known to any person. The Cardholder will not disclose the card number to any third party except for the purpose of a debit card transaction or when reporting the actual loss or theft of or damage to the card.
14. If the card is lost, stolen or for any other reason liable to misuse or if the PIN is disclosed in breach of the terms of this Agreement, the Cardholder must immediately notify the Bank or any branch of the Bank. If this notification is given orally, it shall not take effect unless and until confirmed in writing or by fax to the Bank within 3 business days. The Bank reserves the right to chargeback any transactions should the written instructions not be received within the 3 business days.

After the Bank has received such written notice, the Principal Cardholder's liability for any subsequent misuse of the card other than by the Cardholder will cease.
15. The Cardholder will give to the Bank all of the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the card or disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of a missing card. In the event of any such loss, theft or misuse being suspected the Bank may provide the Police or other pertinent authority with any information it considers relevant whether relative to the deposit account or otherwise.

The Bank may in its sole discretion re-activate a lost card conditional upon the circumstances of which it was recovered and provided the customer agrees in writing to indemnify the Bank for all claims, losses and damages which may occur upon re-activation.

16. The Bank shall not be liable if it is unable to perform its obligations due directly or indirectly to the failure of any machine, data processing system or transmission link or to industrial dispute or to any cause outside the control of the Bank, its agents, servants or sub-contractors.
17. Any notice to the Principal Cardholder shall be sent by pre-paid post to the address given in the account application or the address subsequently notified to the Bank in writing and shall be deemed to have been delivered 48 hours after the date of posting.
18. An annual fee will be charged for the Debit card and will be deducted from the Cardholder's account.
19. A card replacement fee will be charged in respect of each new debit card issued due to it being lost/stolen/damaged/compromised.
20. The Bank may vary this agreement or these conditions at any time in its sole discretion whether or not a similar amendment is made of the agreement and/or conditions with any other principal Cardholders provided that at least 15 days prior notice of any such changes is given to the Principal Cardholder and a variation so notified shall be binding upon the cardholder.
21.
 - a. The Principal Cardholder may terminate this Agreement by written notice to the Bank but such termination shall only be effective when such notice and all debit cards issued to the Principal cardholder and all Cardholders have been returned to the Bank.
 - b. The Bank may terminate this Agreement at any time without notice and thereupon cancel or refuse to renew the debit cards issued to the principal Cardholders and all authorised cardholders.
- c. The Bank may also suspend the use of the debit card in the event of any breach of the terms of this agreement by either the Principal cardholder or any authorized cardholder.
- d. Unless and until termination takes place as provided for in this agreement, the Bank will provide a new card for each cardholder from time to time.
22. Any and all disputes between a Cardholder and Merchant in respect of any Card transaction shall be resolved by and between the Cardholder and the Merchant. In the case of such disputes, the Bank shall remain fully indemnified by the Cardholder in respect of all claims arising therefrom whether by the merchant or any third party.
23. The Principal Cardholder shall immediately notify the Bank in writing of any change of name or address.
24. This Agreement shall be governed by the laws of Jamaica. .
25. If any part of this Agreement is found to be invalid, the rest remains effective.
26. The International debit card shall be so designated by the Bank and:
 - (a). Its use will be at all times subject to any statutory restrictions/regulations which may be imposed from time to time by the Bank of Jamaica (BOJ) or any other governmental or other Authority.
 - (b). The amount of any Debit Card transaction in a currency other than Jamaican Dollars will be converted to United States Dollars at a rate of exchange determined by the Bank for the date when the Debit Card transaction is debited to the cardholder's account.
27. Where the Cardholder maintains any other account(s) with the Bank, the Bank has the right at

any time without notice to set off or transfer any sum standing to the credit of the Cardholder, in or towards satisfaction of the liabilities of the Cardholder under this Agreement whether the accounts are maintained in Jamaican Dollars or in any other currency, alone or jointly with others.