

Terms And Conditions

Cardholder & Electronic Banking Services

1. Access Card and Access Card Number:

Throughout this Agreement, "Access Card" means the SBJL Debit Card, SBJL Credit Card or any other card that is issued by us in your name, your attorney's name or signed by you or your attorney. "Access Card" also includes the card number unless otherwise specified. This Agreement does not replace but is in addition to any other agreements you have with us.

We (Sagicor Bank Jamaica Limited and its parent and affiliates) own the Access Card and may cancel or suspend it without prior notice to you.

2. Use of your Access Card & PIN:

"PIN" means your Personal Identification Number, password, user ID and/or any other number or word used to access Electronic Banking Services. It is used either by itself or with an Access Card to access the Electronic Banking Services described below and to identify you. You authorize us to accept, and you agree to be responsible for, any verbal or electronic instructions given by you through an Electronic Banking Service to the same extent as if you had given signed, written instructions to us.

You may use your Access Card and/or PIN to access the following Electronic Banking Services:

- Automated Banking Machines (ABMs)
- Point-Of-Sale (POS) debit card terminals
- Internet banking service
- Any other Electronic Banking Service, which we may offer to you to use with your Access Card and/or PIN.

3. Use of Electronic Banking Services

Use of your Access Card and/or PIN or any Electronic Banking Service will be deemed to indicate that you have received, understood and agreed to this Agreement. You will use Electronic Banking Services in accordance with the terms in this Agreement or as we may otherwise communicate to you from time to time including on the internet. **By accepting the Access Card and/or PIN signing up for Electronic Banking Services you agree that you will look for and read updates that are posted from time to time on the internet.**

You will not use Electronic Banking Services for illegal, fraudulent or defamatory

purposes or take any steps which could undermine the security or integrity of any Electronic Banking Service, or cause harm to or threaten to harm any other user of Electronic Banking Services.

For our mutual protection, we reserve the right to record all telephone calls that relate to the use of or include instructions for using Electronic Banking Services.

4. Accounts and Electronic Banking Services:

You may choose which Electronic Banking Service(s) you wish to access through your Access Card.

You acknowledge that you may designate accounts you wish to link to your Access Card for access at ABMs and POS terminals. You further acknowledge that you may have access to select accounts by using our Electronic Banking Services, or by visiting a branch.

Where your account has overdraft protection, is a Line of Credit account, a credit card account, or is linked with another account having some or all of these features, you will have access to these features and the balances in those accounts through Electronic Banking Services.

5. Limits:

We may set limits for your use of Electronic Banking Services from time to time. Your daily and weekly ABM, POS and deposit hold limits will be communicated to you when we issue your Access Card to you in-branch. We may obtain information about you from third parties, including through a credit check, and verify information with them for the purpose of assisting us in establishing your deposit hold limits for the Electronic Banking Services that you may use.

We may change these limits (dollar amount or otherwise), for transactions that may be carried out by you through Electronic Banking Services, from time to time without prior notice to you. It is your responsibility to check your limits from time to time through your branch.

When your initial Access Card is issued, when a replacement Access Card is provided or at any other time, you may request lower limits where those limits do not correspond to your daily or weekly usage expectations and present a level of unwanted risk or potential liability for you.

6. Selection of your PIN:

Customer Selected PIN: You may select a PIN for use at ABMs or POS terminals at any SBJL branch when your Access Card is issued, or at any other time. Your PIN must be 4 digits in length.

You may be issued a temporary PIN for some Electronic Banking Services when the service is set up for you. If that occurs you will be prompted to change this PIN when you first use the service.

If you suspect that someone may know your PIN, you must immediately visit the nearest branch and change your PIN, or notify us by calling our Priority Service Centre, toll free at 1-888-SAGICOR (724 - 4267).

At your option and also at the expiration of a defined period of time we may prompt you to change your PIN in relation to transactions completed using the online banking services only.

7. Access Card and PIN Security and Confidentiality:

You are responsible for the care and control of your Access Card and PIN. You must keep your Access Card and PIN confidential and take every reasonable precaution to maintain them safely. This includes:

- Keeping possession of your Access Card;
- Never keeping a written record of the PIN.
- Avoiding PIN combinations that may be easily determined by others such as your name, birthday, phone number, address, Tax Payer Registration Number, etc.;
- Not disclosing your PIN voluntarily to anyone else at any time, including to a family member, friend, financial institution employee or law enforcement agency;
- Taking all reasonable precautions to ensure that no one finds out your PIN while keying it in or logging into an Electronic Banking Service.

8. Your Liability for Transactions:

You are responsible for the full amount of all activity on your account completed through an Electronic Banking Service resulting from:

- The use of your Access Card and/or PIN by you or any person to whom you have made the Access Card and/or PIN

Terms And Conditions (Cont'd.)

Cardholder & Electronic Banking Services



available where you have not been the victim of trickery, force, intimidation or theft.

- Your failure to maintain the security and confidentiality of your Access Card and PIN in accordance with Clause 7 herein, with the result that your Access Card or PIN is lost, stolen or misused.
- An entry error or a fraudulent or worthless deposit made through an Electronic Banking Service.

In those cases, you will be liable for all withdrawals from your account(s).

Your liability may exceed your account's credit balance or available funds if:

- The account is a credit card account or a Line of Credit account, has overdraft protection, or is linked with another account having some or all of these features; or
- The transaction is completed on the basis of an entry error or a fraudulent or worthless deposit made through an Electronic Banking Service.

We will not hold you liable for transactions completed through an Electronic Banking Service where it can be shown that you have been a victim of fraud, theft or have been coerced by trickery, force or intimidation, **PROVIDED** you report the incident of fraud, theft, trickery, force or intimidation to us within 24 hours of its occurrence and cooperate fully in any subsequent investigation.

9. Our Liability:

We are liable for:

- Unauthorized transactions after you have notified us that your Access Card has been misused, lost or stolen or that the PIN security has been breached.
- Transactions completed through Access Cards that are forged, faulty, expired or cancelled. **FOR THE AVOIDANCE OF ANY DOUBT, WHERE THE FORGERY IS FACILITATED BY NEGLIGENCE ON YOUR PART, OR IS CONDUCTED BY SOMEONE WHOM YOU REPRESENTED AS HAVING AUTHORITY TO CONDUCT THE TRANSACTION AND WHO EXCEEDED THAT AUTHORITY, WE WILL NOT BE LIABLE TO YOU FOR ANY RESULTING LOSSES TO YOUR ACCOUNT.**

10. Resolving Disputes:

We are not responsible for any failure to supply, or lack of suitability or quality of, any goods or services purchased from merchants or others through an Electronic Banking Service. You will resolve the dispute directly with the merchant or others involved.

If you have a problem regarding a transaction completed through an Electronic Banking Service that is posted to your account, speak to your branch to place a trace on the transaction. After you report an unauthorized transaction, we will make every attempt to resolve your issue within ten (10) business days. You agree that during the course of any subsequent investigation you will provide a signed written statement or a properly executed affidavit if you are required to do so. (Note: This may result in a temporary suspension of the 10-day time limit, until the requested information is received.)

11. Lost or Stolen Access Card or PIN:

You will notify us within 24 hours if:

- Your Access Card is lost or stolen, or you suspect it is lost or stolen, or someone has used it other than yourself.
- Your PIN has become known to someone else, or you suspect it has become known to someone else.

You will not be liable for any transactions resulting from the loss or theft of your Access Card or compromise of your PIN that occur after the time you tell us about the loss, theft or compromise.

12. Service Charges:

We will charge our current service charge rates for the Electronic Banking Services used by you. Please see our Fee Guide for our current fees.

You will pay the service charges of any other financial institution that are imposed as a result of any Electronic Banking Service that you may use.

We may debit your account accessed through the Electronic Banking Service for any applicable service charges. If you don't have enough money in your account to cover the service charges, they may be charged to any other account you have with us, or your account may be overdrawn. Our service charges are subject to change from time to time.

13. Electronic Payments:

You are responsible for the accuracy of your electronic payment instructions, including the billing company paid, billing account number and payment amount. Depending on the type of payment, electronic payment instructions once sent may be final and irrevocable, so that it may not be possible to retrieve funds sent in error. It is your responsibility to ensure that the biller, billing account number and personal payee information in your bill profile, and your personal information registered on

our system, is accurate at all times. We can update your bill profile, including your billing account numbers and billers' names if informed of a change by the biller or if deemed necessary by us. Your confirmation is required if any such changes are made by us.

It is your responsibility to ensure that sufficient funds are available in your account (or through overdraft protection linked to your account) as at the effective time of your payment - payment instructions will not be processed without sufficient funds. Post-dated payments set up by you may not be processed for a number of reasons, including insufficient funds, inconsistency between the billing account number on your post-dated payment and the billing account number registered on your bill profile at the time of processing the payment, and a change in status of your Access Card, the biller, or your bill profile.

You recognize that different billers have different payment requirements and that you are responsible to know what your biller's payment requirements are. We may reject, cancel or return a payment to you that does not meet these requirements. In addition, you are responsible to ensure that your payments are requested so that there is sufficient time prior to their due date for them to be processed by us and by the biller. Payment instructions made by you on a non-business day or after our daily cut-off time as stated or advised from time to time, will require extra time to reach the biller.

You will promptly and carefully examine your account transaction information to ensure your electronic payments have been successfully and correctly processed and you will notify us within thirty (30) days of the electronic payment date of any errors or discrepancies. If we don't receive notice from you within that 30-day period, you accept the transaction information as valid and correct.

14. Electronic Document Presentment: (if the service is available)

We are not responsible for the failure of any company to provide any document or bill electronically to you.

15. Transaction Records Activity:

You will be offered a transaction record at ABMs and POS terminals for your convenience to enable you to check your account entries. You will be provided with an electronic verification number for other Electronic Banking Services.

Our transaction records will be conclusive proof of use of your Access Card or an

Electronic Banking Service and will be considered your written request to perform the transaction. Even though you may be provided with a transaction record, verification number, or interim statement, our verification and acceptance of all transactions will be considered correct and binding.

Transactions completed through an Electronic Banking Service may be credited or debited to the applicable account by us on a date determined by us. This date may be different than the date on which you used the Electronic Banking Service.

16. Liability For Damages Limited:

We will not be responsible or liable for any damage, loss or inconvenience you may incur if you are unable to access any Electronic Banking Service as a result of any failure, error or malfunction, even if the failure, error or malfunction was a result of our negligence or the negligence of our employees, agents or representatives.

We are not responsible for any penalties, fees, interest, costs or damages imposed upon or suffered by you with respect to any payments or for our inability to retrieve electronic payments from third party accounts with us or from other financial institutions.

17. Your Right to Cancel Any Electronic Banking Service:

Unless otherwise provided in this Agreement or agreed to by us, you may cancel any Electronic Banking Service by notifying your branch. In all cases, you still must fulfill all your obligations under this Agreement. **For the avoidance of any doubt, you will not be relieved of your obligations to us until all amounts owed to us, including interest, service charges and costs, have been paid in full.**

18. Terms and Conditions for Operating Sagicor Bank Jamaica Limited Limited Accounts

Except for the specific terms relating to electronic banking services this agreement is governed by the Terms and Conditions for Sagicor Bank Jamaica Limited accounts. To that extent in the event that any provision contained in this agreement conflicts with any provisions in the Terms and Conditions for Sagicor Bank Jamaica Limited accounts or any account operating agreement with the customer then the provisions of such Terms and Conditions shall prevail.

19. Our Right to Terminate This Agreement:

We may cancel your Access Card or PIN, and terminate this Agreement, or suspend or refuse to provide any Electronic Banking Service without notice to you. In all cases, you still must fulfill all of your obligations under this Agreement. You are not relieved of your obligations until all amounts owed to us, including interest, service charges and costs, have been paid in full.

20. Consent to Sharing Information

Your personal financial information is used to help us manage operations and risk within the Sagicor Group of Companies. Your information is also used in order to satisfy valid information requests from regulators and other organizations or individuals who are legally entitled to such information.

In order to assist the Bank and its parent company and other companies in the Sagicor Group of Companies to provide you with accurate and up to date services, you agree that your personal financial information may be shared among these entities.

21. Corporate Customers Only

The provisions of this agreement relating to the Access Card do not apply to Corporate Customers. Corporate Customers must obtain their PIN from their branch. For the avoidance of doubt, Access Cards will not be issued to Corporate Customers.

a. Authorised Persons

Corporate Customers shall advise SBJL in writing signed by those persons who are authorised to conduct banking business on behalf of the customer of any terms or conditions of that conduct and shall, using the same method notify the Bank of any changes of such persons. Where the written confirmation is electronic it shall be on such terms and in such a manner as shall be determined by SBJL from time to time.

SBJL will discuss with the customer the different levels of administration and authorisation required to access the Electronic Banking Services. The customer will at its option determine the method by which it administers the authorised users whether by using one corporate administrator who will thereafter grant rights of access to the electronic banking services, or whether it will provide to SBJL its lists

of authorised users, transaction limits and transaction rights.

b. Selection of your PIN:

Customer Selected PIN: You must select a PIN for use with the Electronic Banking Services. PIN length is determined by current market standard.

You may be issued a temporary PIN for some Electronic Banking Services when the service is set up for you. If that occurs, you will be prompted to change this PIN when you first use the service.

If you suspect that someone may know your PIN, you must immediately visit the nearest branch and change your PIN, or notify us by calling our Priority Service Centre, toll free at 1-888-SAGICOR (724 - 4267).

c. Service Modules

In addition to the services offered through SBJL's electronic banking services SBJL will offer Corporate Customers additional modules from time to time and will be governed by these Terms and Conditions as amended from time to time.

22. Changing This Agreement and Our Service Charges:

We may change the provisions of this Agreement and the charges for use of the Electronic Banking Services from time to time. We will notify you of any changes by either sending you notice (written or electronic) or posting a notice in all of our branches or on this site.

If you keep an Access Card (including a renewal or replacement Access Card) or use any Electronic Banking Service after we send or post a notice, you will be deemed to accept the changes as of the effective date set out in the notice.

23. Governing Law

This agreement is governed by the laws of Jamaica and shall be construed accordingly.

24. If You Have a Problem or Concern:

Tell us about your problem or concern in the way that is most convenient for you. You may contact a Customer Service Representative at your Branch or Business Unit that handles your account, or call our Priority Service Centre, toll free at 1-888-SAGICOR (724 - 4267). For additional information, contact us at options@sagicor.com

Authorization

▶ **THIS SECTION TO BE USED FOR INDIVIDUAL/PERSONAL ACCOUNT HOLDERS:**

Name of Account

Account Holder's Name

Signature

Account Holder's Name

Signature

In the presence of (Print name of witness)

Signature

▶ **THIS SECTION TO BE USED BY COMPANIES:**

We hereby agree to be bound by all the terms of this Agreement, including without limitation Clause 21 hereof, and undertake to supply SBJL with a list of the persons who are authorised to conduct banking business on our behalf, pursuant to Clause 21.

Executed as a deed on behalf of:

Name of Company

Director Name

Signature

Secretary Name

Signature

Witness Name

Signature