



JN Bank Visa Credit Card Cardholder Agreement

This Agreement sets out the terms and conditions governing the use of the Credit Card issued by the JN Bank at all times. Please read it carefully and retain the Agreement for your records.

In this Agreement:

The words **'you'** and **'your'** refer to the Cardholder to whom the Card is issued and for which Card transactions are permitted on a specific account (the "Designated Account"). The words **'you'** and **'your'** also includes Supplementary cardholder(s) that you name and authorise, unless otherwise mentioned.

The words **"we"**, **"us"**, **"our"** refer to **JN Bank**, its successors or assignees.

"Personal Identification Number ("PIN") means a series of pre-selected characters/numbers given to you (as applicable) in a separate mailing or selected by the cardholder when that service is made available.

The words **'Card'** or **'JN Card'** refers to each JN Bank Credit Card issued to you.

"Instructions" or **"your instructions"** refer to Internet e-mail ("e-mail"), telephone or facsimile instructions given by you. E-mail instructions will only be accepted from the email address we have for you on our records at the time of receipt.

"ATM" means any Automated Teller Machine or Automated Banking Machine or Electronic Teller Machine or any machine that facilitates Cardholder initiated cash withdrawal or balance inquiry transactions.

"Cardholder" means any person having a JN Bank Designated Account and on whose application and to whom a JN Visa Credit Card has been issued or on whose instructions a JN Card has been issued.

"Communications" means any instructions or information from, or purporting to be from, you or your e-mail address.

"Credit Limit" means the maximum credit facility being extended to you as determined by us and notified to you from time to time.

"Card Limit" refers to the amount of credit allocated to each Supplementary Cardholder by you, and this amount may not exceed the Credit Limit.

If you keep or use your Card, or a renewal or Supplementary card(s) or replacement card(s), it means that this Credit Card Cardholder Agreement between you and JN Bank is in force, you understand and agree to the terms and conditions thereof and are bound by them. Your Credit Card Application forms part of this Agreement and the terms and conditions thereof are incorporated by reference herein. If you applied for your JN Visa Credit Card online or via telephone, you acknowledge and agree through the use of the Card that it was issued on your verbal or electronic credit card application and authorization and you further agree and acknowledge that JN Bank shall rely on this verbal or electronic approval and authorization for whatever purpose deemed necessary.

1. Using the Card

When you receive your Card you must sign it immediately and facilitate its activation by following the stated steps in your introductory package. You should also take every reasonable precaution for its safekeeping. You can use your Card wherever it is accepted, to buy goods or services ('purchases') and for other purposes which JN Bank may authorise from time to time, up to your Credit Limit. You can obtain cash advances from financial institutions that accept the Card. By using the Card, together with your PIN, you can also obtain cash advances at any ATM displaying the VISA/PLUS logo.

You understand that by activating your Card, you agree to accept and irrevocably honour any and all terms and conditions set out in this Agreement. We will not be liable if a merchant or an ATM does not accept your Card for any reason. You may only use the Card for legal and genuine transactions. You will give JN Bank such documentation and information, financial and otherwise as deemed necessary to meet regulatory requirements or as JN Bank may from time to time request to keep your records up to date. The use of the Card will always be subject to any statutory restrictions/ regulations that the Bank of Jamaica or any other regulatory authority may impose. You acknowledge and accept that any transaction which JN Bank considers to be in breach of any such statutory restrictions/regulations/procedures will be declined.

2. Dealing with transactions in a foreign currency charged to a JN Credit Card

Depending on product features from time to time, purchases in various currencies will be converted to United States dollars where necessary and eventually to Jamaican dollars when billing.

We will not assume any risk associated with foreign currency exchange gains or losses from cross-currency conversions resulting from your use of the Card. Any gains made or any losses incurred by you in connection with foreign currency transactions because of currency rate fluctuations between the date a purchase is posted and the date any subsequent credit is posted to your Card, are for your account and shall be payable to or by you (as the case may be).

All foreign currency transactions are subject to the regulations of the Bank of Jamaica and any law in force from time to time in Jamaica. You are responsible for ensuring that your foreign spending with the Card is in compliance with Bank of Jamaica or other Regulations, and you understand that failure to comply can result in the immediate withdrawal of your Card.

3. Transaction Charges and Fees

You shall pay to JN Bank all costs and expenses (including legal fees on a full indemnity basis) incurred by JN Bank in connection with:

- 1) Your Designated Account, this Agreement, banking services using the Card (whether imposed by other financial institutions) or transaction between you and JN Bank, as well as any other relationship, whether contractual or non-contractual, between you and JN Bank;
- 2) the exercise and preservation of JN Bank's rights under any agreement; or
- 3) Any legal proceedings or disputes between you and a third party where JN Bank is or becomes involved.

You shall on first demand indemnify JN Bank against any liability, cost or expense it incurs in respect of any payment on account of tax or any other liability to tax (not being tax on JN Bank's overall net income) or in respect of any stamp duty, registration and similar tax incurred by JN Bank in connection with your Designated Account, agreement, or transaction using the Card or other relationship between you and JN Bank.

4. Repaying the amounts you owe

When you use the Card, you incur a debt. Interest, and all fees including annual fees that we charge you under this Agreement, will be added by us to your debt and will form part of it. You are liable for all Debt (including Debt incurred by each Supplementary Cardholder), plus any interest, and all fees that we may charge. If you or any Supplementary Cardholder(s) sign a sales or cash advance draft or give the Designated Account number to make a purchase without presenting the Card (such as for a mail order, telephone or Internet purchase), the legal effect shall be the same as if the Card was used by you and a sales or cash advance draft was signed by you. You agree to repay all debt to JN Bank.

You or your estate will become liable to pay your total debt immediately, without any notice or demand from us, if:

- (a) you do not carry out your obligations under this Agreement;
 - (b) you become bankrupt or insolvent, or die, or upon any legal attachment, levy or execution against you, your estate or your property; or
 - (c) Any Card or PIN is used contrary to this Agreement,
- you authorize us to charge any of your other accounts with us or any of our subsidiaries for any amounts due under this Agreement, notwithstanding that all or part of the moneys held to your credit may have been deposited for a fixed period which may not have expired, or is in a different currency.

On your death or upon the Designated Account closure for any other reason, your obligations will continue until JN Bank is paid in full and the Card is returned (The magnetic strip and chip should be cut through to invalidate card) by either your estate or any Supplementary Cardholder. Any Supplementary Cardholder(s) will also immediately cease to use the Card and return it to JN Bank.

5. Insurance Coverage

Insurance coverage will be effected on the primary cardholder and is required to ensure settlement of outstanding balances should there be an untimely death of the primary cardholder. This will extend only to outstanding balances on the designated account. The insurance premium will be calculated based on the balance at the statement date and will be applied monthly in arrears on the outstanding balance from the previous statement. In addition to the insurance premium the cardholder will also pay an annual policy fee at the designated pre-determined time.

6. Making payments to Your Account

Payments can be made at any branch of JN Bank, or through any alternate payment channel offered by JN Bank from time to time, and via the online LIVE by JN Service where available.

You will pay the debt incurred by the payment due date on the monthly statement as follows:

- (a) In full or
- (b) By a part payment equal to the minimum payment required as stipulated in the monthly statement
- (c) By any payment greater than (b).

In addition, you will immediately pay any debt exceeding the Credit Limit, and if the balance shown on a statement is less than the payment amount, you will pay it in full by the payment due date. Payments received by us will be deemed to be applied to the Designated Account effective the business day following the date on the receipt issued by us. You will not use the Account to pay the Debt.

A payment must be made to the Designated Account monthly (unless you have a "Payment Holiday" or your outstanding balance at the time of statement generation is \$0.00), regardless of whether you have received a

statement or not. Even when normal mail service is disrupted, you will continue to make payments. If JN Bank is unable to produce or send a statement, your liability for debt shall continue and, for the purpose of calculating interest and establishing the date at which payment is due, we may select a date each month as the statement date.

Failure to keep the Designated Account current will result in the suspension of use until such time when the Designated Account is restored to good standing. If you do not make the minimum monthly payment as required, the Account might also be subject to a monthly late payment fee.

If your payment is late we may, at our discretion, charge a higher interest rate until such time as the Account has been maintained in good standing for a period of time that we deem reasonable and appropriate.

7. Statements and Bank Records; Conclusive Evidence

You shall:

- i. promptly examine any statement, confirmation or advice, whether in written, oral or electronic form supplied by JN BANK to You ("Statement"), either sent by mail, facsimile or through electronic banking or electronic mail;
- ii. and shall notify JN Bank in writing of any error or omission as soon as possible, but not later than thirty (30) Business Days after You are deemed to have received the Statement.

If you have not informed JN Bank in writing of any error or omission contained in any Statement, within thirty (30) Business Days from the date on which you are deemed to have received the relevant Statement in accordance with the provisions of this Clause, you shall be deemed to have:

- iii. confirmed the correctness and accuracy of the contents of any such Statement; and
- iv. waived your right to claim any damages and to bring an action against JN Bank in respect of any error or omission which could have been brought to the attention of JN Bank within said time frame.

Without prejudice to the provisions of this Clause and JN Bank's rights and remedies, on your failure to meet your obligations pursuant to sub-clauses (i) and (ii) above, if you do not receive a Statement within thirty (30) Business Days of the date on which you should ordinarily expect to receive such a Statement, you shall immediately notify JN Bank and request a copy.

8. Making payment when mail service is disrupted

Even when normal mail service is disrupted, you must continue to make payments. If appropriate, we will tell you where to do so, and where to pick up your Statement, by advertising on radio or television or in the newspapers. Your Statement will be deemed to have been delivered to you on the day it is available for you to pick up, whether or not you do so.

9. Other cardholder services and products

You understand that optional services may be available to you at an additional cost. Further, you understand that all services available with the Card may be governed by separate agreements or authorisations by which you agree to be bound. You also understand that some of these services are supplied by firms independent of us and that we are not liable for them.

10. Telling us about loss, theft or unauthorised use

You will inform us immediately by telephone and in writing about the loss, theft or unauthorised use of your Card. If you even suspect unauthorised use, you will let us know immediately. Until further notice such information shall be supplied to JN Bank by telephone at (876) 906-5343, or 1.888.991.4065/6 (toll free in Jamaica), 1.800.462.9003 (toll free from USA or Canada), 0.800.328.0387 (toll free from the United Kingdom), as well as in writing to the JN Bank 2-4 Constant Spring Road, Kingston 10, Jamaica. You may also contact Visa International at 1-800-847-2911 (toll free from USA or Canada) or collect at (410) 581-9994.

If your Card is lost or stolen you will be liable for all debts resulting from its use, until you have informed us formally.

11. Keeping your Personal Identification Number (PIN) confidential

Your PIN is equivalent to your signature. Therefore, you must keep your PIN absolutely confidential; it is for your use alone. You will not tell anyone else (including a close family member or friend, or any bank, public official or merchant) what your PIN is. You understand that you should memorize your PIN rather than keep any written record of it. Therefore, when you receive the PIN we send you for your Card, you will destroy the document on which the PIN is printed. However, if you decide that you truly need to keep a written record, you agree that:

- You will store the PIN in a safe place;
- You will not record any PIN on, or near, your Card;
- Your PIN must be disguised within the written record you make, so that no one else can easily guess that it is a record of your PIN; and
- You will not record your PIN on, or near, a telephone.

In the event that you know or suspect that someone else knows your PIN, you must change your PIN immediately, and contact us by telephone.

If you do not keep your PIN confidential, or if you keep your Card and your PIN in a way that would enable someone else to use them together for any transaction, you will be liable for all debt, including interest arising from their unauthorised use. This applies regardless of whether: (i) the transactions

occurred after a Card was lost or stolen; or (ii) the transactions were authorised by you or not.

12. Communicating changes to Cardholder Information to JN BANK

You will promptly notify JN Bank in writing of any change in or amendment of your name, telephone numbers or facsimile numbers, mail address or electronic mail address. Until the moment JN Bank has received a written notification of any such change or amendment, it is entitled to rely on any information, authorisation or document previously provided to it. JN Bank shall not be liable for any damages, loss or expenses incurred by you resulting from any misplaced, untimely or erroneous change of the information, authorisation or documentation mentioned herein.

13. Settling disputes

If a dispute arises about a transaction for which you used your card, you must settle it directly with the merchant or business concerned. You agree to indemnify JN Bank in respect of all claims arising from any such dispute with or by the merchant or any third party. JN Bank in keeping with the VISA Rules requires each cardholder to review their statements immediately after receipt and if transactions that were not conducted or authorized by the cardholder are identified, then the cardholder must immediately request a block be placed on their card by contacting the Call Center. The cardholder is then required to complete a disputed transaction form and submit same within 30 days of the transaction date, for disputed transaction requests to be processed and submitted to Visa in a timely manner. Transactions submitted outside this timeline will most likely fail one of VISA's pre-conditions for consideration for arbitration and possible charge-back. In the event of failure the cardholder is responsible for the transaction.

14. Observing your card's expiry date

You agree not to use the card after its expiry date.

15. Data Processing

We may use the services of any of our subsidiaries and affiliates or any electronic data processing service bureau or organisation in connection with keeping your Designated Account. Your consent is hereby given for the sharing of information with such subsidiaries, affiliates, electronic data processing services or organisations for the purposes of processing information relating to your Designated Account, providing contingency backup of data or any other proper banking purpose. In such a case, we will not be liable to you by reason of any act, delay or omission of such service bureau organisation in the performance of the services required of it.

16. Anti-Money Laundering

Anti-money Laundering laws require that we verify the source of funds before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. You hereby consent to us disclosing this information to money laundering prevention and control officers within JN Bank and outside JN Bank, for the purpose of ensuring we comply with anti-money laundering laws. You will indemnify JN Bank for our out of pocket expenses, including reasonable legal fees and court costs for any investigation under applicable anti-money laundering legislation regarding your Account, including but not limited to seeking direction from a court of competent jurisdiction on JN Bank's rights and obligations in such matters.

17. Not exceeding your credit limit

Your Credit Limit appears on your Card Carrier (the document which accompanies your credit card) when it is issued or re-issued, and will also be noted on your monthly statement. We can increase or reduce your Credit Limit without telling you in advance. You agree that your debt will not exceed the Credit Limit that will be communicated to you from time to time.

We may, but are not required to, even if we have done so before, permit your debt to exceed the total Credit Limit established from time to time. You are liable for all debt, whether or not it exceeds the Credit Limit. You understand that the use of the Card and the Designated Account may be suspended, at our discretion, if the Credit Limit is exceeded.

18. Card Limit

You agree to communicate the Card Limit of each Supplementary Cardholder to us in writing. If you do not communicate the Card Limit to us, you understand the Card Limit will be the same as the Credit Limit on your account. We may, but are not required to, even if we have done so before, permit the Supplementary Cardholder to exceed the total Card Limit and the Credit Limit established from time to time. You understand that the use of the Card and the Designated Account may be suspended, at our discretion, if the Card Limit is exceeded. You are responsible for all penalty fees associated with the Card or Designated Account going over limit. You are responsible to pay any over-limit amounts in full by the payment due date.

19. Upgrades

You understand and accept that we may, at our discretion, periodically consider the Designated Account for a product upgrade. You will be notified of this opportunity by statement insert/message, direct mail, Internet, email, telephone or any other channels used by us.

20. Special Offers

From time to time, we may make offers to cardholders. The offers may include additional loyalty points, the ability to skip payment(s), extended payment due dates or lower interest rates for certain portions of your balance including cash advances and purchase promotions. A special offer may be for a limited period of time and have additional terms and conditions. These additional terms and conditions may temporarily override some or all the terms and conditions in this Agreement. If you take any action which indicates that you are participating in a special offer, you will be bound by the terms and conditions applicable to the special offer. Once the special offer ends, all terms and conditions of this Agreement will apply including those related to interest and payments. Certain card services and benefits are supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the supplier of any services or benefits in respect of any dispute.

21. Pre-Authorised Payment Transactions

You are responsible for providing a merchant with adequate, correct and up-to-date information for any pre-authorized payment transactions you wish to be charged to your Designated Account, including advising a merchant if your Card number or expiry date changes. We are not liable if any pre-authorized payment transactions cannot be posted to your Designated Account and you are still liable to the merchant for these transactions. It is your responsibility to contact merchants if you want to discontinue any pre-authorized payment transactions and then to check your monthly statements to ensure the transactions have been discontinued.

22. Compromised Cards

You understand that as a security measure, JN Bank may deactivate your Card at any time without prior notification if we detect any suspicious account activity. In addition, transactions may be blocked if your Card or Designated Account data is deemed at risk of unauthorised use or compromise. Should any such instances occur, JN Bank will immediately attempt to contact you. However, if you experience service interruption, please contact our Call Centre for immediate assistance

23. Accepting our records

You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us. Being jointly and separately liable you, together with your Supplementary cardholders, are jointly and separately liable for performing all of your obligations under this Agreement.

24. Transaction Limits

We may establish and change limits, from time to time, on the various transactions which may be available, without prior notice to you.

25. Telling you about interest rates, service charges and our annual fee

When we first give you your Card, we will also give you a notice telling you about interest rates, service charges and our annual fee. The annual fee will appear on your first monthly statement and is not refundable. In subsequent years, annual fees will be charged on the anniversary statement each year. If we change any of these rates or amounts, we will advise you.

26. Charging interest

We will not charge you any interest on purchases and other charges listed on your current statement (provided there are no outstanding interest accruals) if we receive, your payment for the full balance, by the payment due date printed on your statement.

27. Charging interest on cash advances, purchases and other charges

The interest charge on your monthly statement is calculated separately for Purchases and Cash Advances. "Statement Cycle" refers to the number of days between one statement date and the next statement date. 'Other charges' refer to any charge we may post to your account. These may include, and may not be exclusive to, annual fees, additional card fees, late payment fees, over limit fees, and cash advance fees.

28. Automated Teller Machines (ATMs), Internet Banking

The amount you can withdraw each day as a cash advance from an ATM, and the available ATM services, may vary from time to time. We are not liable for any loss or damage you may suffer because of your use of an ATM or because of any failure to provide ATM or Internet banking services (where available). We are not responsible for informing you of any mechanical failures of an ATM or for telling you when these services are changed or withdrawn.

29. Preparing and sending monthly statements

Monthly statements are prepared on the statement date pre-selected by the account holder. We will send monthly statements to the primary cardholder only. These will be dispatched electronically; however printed statements will be accommodated at a cost to Card Holders.

30. Applying your payments

We apply your payments first to any previously billed interest charges, then to any annual fees, service charges or fees, then to any previously billed cash

advances. Next, we apply them to any previously billed purchases, then to any unbilled cash advances, then to any unbilled purchases. The minimum payment will be applied to purchases only if there is no amount due on cash advances. If any payment made by you exceeds the amount you owe to JN BANK then JN BANK may, at its option, return to you the amount by which your payment exceeds the amount that you owe or retain same to apply to subsequent statements. The amount may be returned to you in the form of a cheque which will be mailed to you with your next statement, or by such other method as JN BANK may deem appropriate.

31. Communicating with You

Communication to you will be sufficient communication to all Cardholders. Communication sent by mail will be considered to have been received by you seven (7) business days after we mail it or at the time of sending in the case of an electronic method of contact or when received if delivered by hand. We are not responsible for your failure to receive a statement or other communication.

JN BANK will communicate with you, as the Primary Cardholder by email, telephone, fax, mail and any other methods using contact information provided by you to JN Bank to inform you of any product enhancements, promotional campaigns or any product related notifications. You will notify JN BANK if you do not want to receive this communication from us.

32. Use of email

If you use e-mail to communicate with us, you authorise us to reply to you by e-mail. This includes sending your confidential information to you at your request. JN BANK will not be required to act on instructions or communications sent by e-mail unless they are sent from an e-mail address which you have indicated on your credit card application, you have specified in writing and sent to us or is part of your record of information on file at the time of the request.

33. Risk of using cellular phones and email

You understand that cellular telephones and Internet e-mail are not secure means of communication and that we do not use encryption or digital signatures for incoming or outgoing e-mail. You also understand that we recommend that customers not use cellular telephones or e-mail for any confidential purposes or to share their Internet access with others. If you nonetheless choose to do so, you assume full responsibility for the risks of doing so. These risks include the possibility that:

- someone could intercept, read, retransmit, or alter our messages;
- e-mail messages could be lost, delivered late, or not received;
- computer viruses could be spread by e-mail causing damage to computers, software or data.

We therefore recommend that all customers use reliable and up-to-date virus-checking software.

34. Requiring you to pay your total debt

We will freeze your account and may require you or your estate to pay your total debt immediately if you do not carry out your obligations under this Agreement; if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property; or if any Card or PIN is used contrary to this Agreement. In the event of death the life insurance coverage (if any) shall be used to clear the existing balance on the Designated Account on provision of satisfactory proof of death.

35. Our rights if you default

If you do not make the required payment by the payment due date, fail to abide by any of the terms of this Agreement, become bankrupt or insolvent, make any false or misleading statements on your application for this account, default on the payment of any other obligation to us, your property is seized by garnishment, attachment or any other process by any creditor, legal action against you is pending or in progress that will prohibit JN Bank lending to you (in which case all other accounts will also be frozen). We may terminate your Designated Account and we may take the following actions:

1. Demand full and immediate payment - The entire balance owing on the Designated Account will, at our option become due and payable with interest at the annual interest rate payable on the Designated Account at the time;
2. Fix the minimum payment at the existing or a new percentage of your outstanding balance at the time of default or a specified dollar amount, even if greater than the amount previously in effect; your future minimum payments will then be fixed at that amount until your account has been paid in full;
3. We may without notice to you recover outstanding monies by establishing a lien against existing secured assets, deducting money from any other account that you have with us or any of JN BANK' Subsidiaries or Associated Companies and applying those sums to your Designated Account and/or in the case of staff deduct outstanding amounts from salary; and/or
4. Request that you cut the Card(s) and return it (them) to us.

36. Payment of costs and expenses - Indemnification

Should it be necessary for JN BANK to enforce its rights hereunder in any legal action you will reimburse JN BANK for all costs and expenses including reasonable attorney's fees incurred as a result of such legal action.

37. Unenforceability of certain parts of this Agreement

If any part of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

38. Giving you notice if we change this Agreement or the services we offer

We can unilaterally change this Agreement or the services that are available with the Card, but we will give you notice in writing before we do so. Notice in writing to you about anything under this Agreement or any other matter relating to your Card shall be deemed effected when we send you the information by telegram, fax transmission, electronic mail or mail, or hand deliver it, to the last address you gave to us. When we give notice to the primary Cardholder, notice to alternate cardholders shall also be deemed effected.

39. No Liability

JN BANK shall not be liable to you for any action or omission in respect of your Designated Account, banking services, transaction using the Card under the Agreement, except in case of gross negligence or willful misconduct. Notwithstanding the above JN Bank shall not be liable for any damages, costs and expenses incurred by you, which directly or indirectly results from the banking channels or banking services not being wholly or partially available because of technical, hardware or software interruptions or failures.

Notwithstanding the above, JN Bank shall not be liable for any consequential losses, damages or loss of profit to you, notwithstanding that you may have advised JN BANK of the possibility of such loss or damage.

We are not responsible for your acts or omissions, or those of any third party. Furthermore, JN Bank shall in no way be liable for any accident, act of aggression, theft, loss or damage you may suffer while using an ATM, whether you are on our or other premises.

We are not liable if you have insufficient funds to cover your requests on your Designated Account.

If your Card, handwritten signature or PIN is used for a POS Transaction, JN Bank is in no way responsible for the quality or non-receipt of the goods or services. You are responsible for any errors that result from you having incorrectly provided to or selected from us, any account number, dollar amount or other information required for the operation of the service.

We may, at our sole discretion and without prior notice to you, refuse a request for authorisation of any credit card transaction, and may notify third parties of such refusal as we think necessary. In exercising such discretion, we may take into account in calculating the funds available, any funds, which we may decide, have been credited or debited to your Designated Account or result from suspicious and/or illegal transactions. We may refuse to honour any payment and/or funds transfer request if there are insufficient funds in your Designated Account, suspicious and/or illegal activity or misuse of your Designated Account.

We may place a hold on your Designated Account or ATM deposits or a deposit at any of our branches, pending verification.

In addition, JN Bank will not be liable for any loss whatsoever in the event JN Bank is prevented from providing the banking services to you, due to and caused by or resulting from any cause beyond JN Bank's reasonable control, such as but not limited to:

- i. a legal enactment, decree or moratorium or any regulation, rule, practice or guideline of a public authority (de jure or de facto) (including, without limitation, exchange control or currency restrictions and taxes, levies or imposts applicable to any account balance (or part of it) attributable to the Customer), and JN Bank does not need to perform any obligation which might be in breach of any of the foregoing; or
- ii. an intervention of a public authority (de jure or de facto), an act of nationalisation, confiscation or expropriation, an act of war, a violent or armed action or inaction; or
- iii. a failure of a payment or communications system, a power failure, a breakdown of equipment, a software malfunction or a deficiency in a software program; or
- iv. a strike, a lock-out, a boycott, a blockade by or amongst the staff of JN BANK or any other person; or
- v. a disaster (whether natural or man-made).

40. Disclosure of information

By using the Card, you consent to and authorise us to hold and process electronically or disclose information as per the following:

- (a) We may exchange information concerning your credit history, income, employment, etc in order to process, approve or decline your application, service the account and/or manage the relationship with you, with other agents, including but not limited to our associates overseas, contractors, card issuers and card processors.
- (b) In order for us to make lending decisions and to prevent fraudulent activity, you agree that we may share information about the Designated Account through licensed credit reference agencies and other financial institutions.

- (c) You understand that we may disclose information about you or the Designated Account pursuant to legal process, to comply with request from our regulators or subpoena and in keeping with the Credit Reporting Act, 2010 of the laws of Jamaica.
- (d) You understand that we may disclose information about you or the Designated Account if disclosure is necessary to protect JN BANK's interests.
- (e) We will not disclose such information outside JN Bank or subsidiary companies except:
 1. Under strict confidentiality agreements to sub-contracted person or persons acting as JN Bank agents.
 2. To any person who may assume JN Bank's rights under this Agreement.
 3. For fraud prevention and funds recovery purposes.
 4. To legally or oversight designated authorities
 5. Where you have made allegations against JN and the disclosure of confidential information is necessary to clarify the allegations or defend our actions and stewardship.

41. Termination of Agreement

You may cancel this Agreement by informing us in writing that you want to do so and returning the Card to us. We may terminate this Agreement or suspend your Designated Account privileges at any time without notice if you are in breach of this Agreement, if you are in default with respect of any other loan arrangement you may have with us, or if we receive information about you which leads us to believe that you may be unable to repay us the debt. However, if we terminate the Agreement or suspend your Designated Account privileges we will notify you.

The Card(s) is always the property of JN BANK and you are required to give it back or someone acting on our behalf or destroy the Card(s) when requested. If either party cancels this Agreement, you still have to pay your debt and any other amounts you owe us in full.

If the Card is used after this Agreement is terminated you will be liable for the debt incurred even though the Agreement was terminated. You agree to pay all legal fees and expenses (on an attorney- at-law/solicitor and client basis) incurred by us to recover any debt and all expenses incurred by us to take possession of the Card. If this Agreement is terminated, we may do any or all of the following without notice:

- (a) Require that all debt be paid immediately.
- (b) Debit any account you have with us and apply the funds against the debt owing under this Agreement.
- (c) Take whatever steps we deem necessary to recover indebtedness or interest owing under this Agreement.

42. Inability to perform obligations

We shall not be liable if we are unable to perform our obligations due directly or indirectly to the failure of any machine data processing system or transmission link or to industrial dispute or to a cause outside the control of JN BANK, our agents, servants or sub-contractors.

43. Applicable Law

This Agreement shall be governed by the laws of Jamaica and shall be subject to the exclusive jurisdiction of the Courts of Jamaica.