

Terms and Conditions

JN Bank's Mobile Wallet and Digital Currency

Please read this Agreement carefully before accessing or using our services. By accessing or using any part of our services, you agree to become bound by the terms and conditions of this agreement and all other operating rules, policies and procedures that may be published from time to time.

General

1. We may revise this agreement and any of the other terms, agreements, or policies from time to time. The revised version will be effective at the time we post it, unless otherwise noted.
2. By continuing to use our services after any changes to this user agreement or any of the other applicable terms, agreements, or policies, you agree to abide and be bound by those changes. If you do not agree with any changes to this user agreement, you may close your account.
3. You authorize **JN Bank's Mobile Wallet**, directly or through third parties, to make any inquiries we consider necessary to verify your identity or the identity of your business entity, and its directors and beneficial owners, as applicable. This may include asking you for further information and documentation that will allow us to reasonably identify you or your business entity or requiring you to take steps to confirm ownership of your email address or financial instruments, extracting a credit report, or verifying your information against third party databases or



through other sources. Such inquiries and requests made by us for further information from you shall be complied with within a reasonable timeframe but in any event no later than 14 Business Days after such inquiry or request is made, and if such inquiry or request is not complied with during such timeframe, we reserve the right to suspend, terminate, and/or deny your registration for your **JN Bank's Mobile Wallet** Account.

4. By registering with **JN's Bank Mobile Wallet** you represent and warrant to us: (i) that you have not previously been suspended, removed or deactivated from **JN Bank's Mobile Wallet** Services; (ii) that you have all requisite right, power, and authority to enter into these Terms and Conditions and perform your obligations; (iii) that you will use **JN Bank's Mobile Wallet** in accordance with these Terms and Conditions and only for lawful purposes and in a lawful manner and at all times conduct any activity relating to your **JN Bank's Mobile Wallet** account in good faith and (iv) that you are 18 years of age or older.

Eligibility

5. Must have attained the age of 18 years, if not, a parent/guardian/next of kin may establish an account on a minor's behalf and be the primary owner and the minor, secondary.
6. Provide the requisite KYC (Know your Customer) information as is requested.

Account Maintenance



7. You must ensure that your information on record with **JN Bank's Mobile Wallet** is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence verifying such information. You represent and warrant to us that any information provided or made available by you to **JN Bank's Mobile Wallet** is at all times accurate and complete.

Security

8. To protect your personal information, we use technical, physical, and administrative security measures that include firewalls, Data encryption and physical access controls at our data centers. We however cannot guarantee absolute protection of your information.
9. We also take measures to delete your personal information or keep it in a form that does not permit identifying you when this information is no longer necessary for the purposes for which we process it unless we are required by law to keep this information for a longer period.
10. While we protect our systems and services, you are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your **JN Bank's Mobile Wallet** account and services. You must keep your mailing address, email address and other contact information current in your **JN Bank's Mobile Wallet** account profile.



11. If your account is closed, we may keep your personal information and other information as required by law and according to our data retention policy. If we do, we will continue to confidentially handle it.
12. If you have any indication or suspicion of your **JN Bank's Mobile Wallet** account, login details, password, or other security feature being lost, stolen, misappropriated, used without authorization or otherwise compromised, you must immediately change your password, and contact the **JN Bank's Mobile Wallet** Team. Any delay in or failure to notify us may not only affect the security of your **JN Bank's Mobile Wallet** account but may result in you being liable for any losses as a result.
13. In an effort to manage our risk, we may monitor your transactions and processing activity for high-risk practices or for fraudulent transactions.
14. We may suspend your **JN Bank's Mobile Wallet** account or otherwise restrict its functionality, in our sole discretion, on grounds relating to the security of the **JN Bank's Mobile Wallet** platform or any of its security features or if we suspect that an unauthorized or fraudulent use of your **JN Bank's Mobile Wallet** account has occurred or that any of its security features have been compromised. We will lift the suspension and/or the restriction as soon as practicable after the circumstances for the suspension and/or restriction have ceased to exist.

Communication



15. You agree and consent to electronically receive communications, agreements, documents, notices and disclosures. You will be considered to have received a communication from us, if it is delivered electronically, 24 hours after the time we post it to our website or email it to you.
16. You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us when you sign up for a **JN Bank's Mobile Wallet** account or update the contact information associated with your account.
17. We may contact you by e-mail with information or notices regarding your use of the **JN Bank's Mobile Wallet**. It is your responsibility to regularly check your **JN Bank's Mobile Wallet** account page to ensure the proper functioning of your e-mail account or other methods of communication that you have registered with **JN Bank's Mobile Wallet** and to promptly retrieve and read our communications relating to your use of the **JN Bank's Mobile Wallet** services. We shall not be liable for any loss arising out of your failure to do so. You will be liable for any loss that directly results from any failure to submit, or notify us of a change in, your contact details in accordance with these Terms and Conditions.
18. You acknowledge and agree that your information may be shared with other JN companies in the **JN Group of Companies** (including for marketing purposes) as well as with third parties engaged by or on behalf of the Provider where such disclosure is necessary or desirable in order to provide or continue to offer the service to you or to conduct its business.



Fees (Recommended)

19. You shall be responsible to pay all fees applicable for the different chargeable transactions you undertake. You hereby authorize **JN Bank Limited** to debit the Mobile Wallet Account with the fees, charges, or taxes applicable to the Services from time to time.
20. You understand that all transactions subject to a fee will only be successful if the amount in your **JN Bank's Mobile Wallet** Account is sufficient to cover the transaction and applicable fee.

21. How We May Use Your Information

We may use your information to:

- Process your payment transactions
- Protect against and prevent fraud, and other information security risks
- Providing, maintaining, and improving our services
- Provide you with personalized services and recommendations
- Perform internal research, measuring, tracking and analyzing trends and usage

Transactions (Recommended)

22. Once a transaction has been made final it cannot be reversed or cancelled.
23. When a transaction is initiated and confirmed, you agree to be bound by and pay for that transaction. You also acknowledge that all information provided (including inputted account or phone numbers) are accurate.



24. You may not withdraw, transfer or make any payments that together exceed any of the per transaction or daily limits. Should an attempt be made to exceed any applicable limits, **JN Bank Limited** reserves the right to decline the transaction.
25. **JN Bank Limited** may vary the limits from time to time.

Disputes

18. This agreement, the applications and the provision of services will be governed by the laws of Jamaica without giving effect to its conflict of law principles. If any claim or dispute arises from, out of, or in connection with this Agreement and/or your use of the applications or any services, you agree to submit to the exclusive jurisdiction of the courts of Jamaica.

No Warranties

19. The services are provided “as is” without representation or warranty, whether it is express, implied, or statutory. Without limiting the foregoing, **JN Bank’s Mobile**



Wallet specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

20. **JN Bank's Mobile Wallet** does not warrant, represent or guarantee in any way that the services are accurate, reliable or correct; that the services will meet your requirements; that the services will be available at any particular time or location, uninterrupted, error-free, without defect or secure; that any defects or errors in the services will be corrected; or that the services are free of viruses or other harmful components or fit for any particular purpose.

Limitations of Liability and Damages

21. Under no circumstances will **JN Bank's Mobile Wallet** be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the services or your **JN Bank's Mobile Wallet** account, or the information contained therein.

Termination

22. We may terminate or suspend your use of the **JN Bank's Mobile Wallet** at any time in our sole discretion. Grounds for termination or suspension, including access to funds, include but are not limited to, (a) your violation of these Terms and



Conditions, (b) your provision of any false, incomplete, inaccurate, or misleading information, (c) you are engaged in fraudulent, money laundering, terrorism financing or other illegal activity or we reasonably suspect the same, (d) we reasonably believe that your **JN Bank's Mobile Wallet** Account has been compromised or for other security reasons, (e) if we are required to do so under any Applicable Law, or at the direction of any regulatory, law enforcement or other competent authority. We shall notify you either prior to the suspension or termination or, if prior notification is not possible under the circumstances, promptly after the suspension or termination, unless we are prohibited by Applicable Law to notify you.

23. Termination of your use of the **JN Bank's Mobile Wallet** will not affect our right to make deductions for any outstanding or unpaid fees.

Miscellaneous

24. No person other than the registered user of the **JN Bank's Mobile Wallet** Account shall have any rights under these Terms and Conditions.



25. Your use of the **JN Bank's Mobile Wallet** Services is personal to you and you may not assign any rights or obligations you have under these Terms and Conditions without **JN Bank's Mobile Wallet** prior written consent.
26. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall be enforced.
27. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or paragraph.
28. Any failure by **JN Bank** to exercise any of its rights under these Terms and Conditions shall not constitute a waiver of such right or a waiver with respect to subsequent or similar breach. A waiver shall be effective only if made in writing.

Force Majeure

29. We shall not be liable for non-performance, error, interruption, or delay in the performance of our obligations under these Terms and Conditions (or any part thereof) or for any inaccuracy, unreliability, or unsuitability of your **JN Bank's Mobile Wallet** if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

