

**THE JAMAICA NATIONAL GROUP LIMITED TERMS AND CONDITIONS FOR
JN PASSPORT**

This **AGREEMENT** (“*Agreement*”) is between **The Jamaica National Group Limited** (“*JN Group*”) a company incorporated under the Companies Act of Jamaica with its registered office at 2-4 Constant Spring Road, Kingston 10 in the parish of Saint Andrew, **ON ONE PART** and the Applicant for the JN Group Passport (“*the Member*”) **ON THE OTHER PART**.

WHEREBY the Member is either a shareholder of The Jamaica National Group Limited by virtue of operating an account at its subsidiary JN Bank Limited, or has submitted an application for a JN Passport;

The parties deem that it is in their mutual interests to enter into this Agreement, in consideration of the Member meeting the Know Your Customer requirements at any subsidiary of The Jamaica National Group Limited;

The parties agree to be bound by the terms outlined herein.

EFFECTIVE DATE

These terms and conditions shall take effect upon the Member indicating Agreement and completing and submitting the online subscription form.

1. Definitions

- 1.1. **JN Group** refers to the Mutual Holding Company registered in the island of Jamaica as The Jamaica National Group Limited.
- 1.2. **JN Passport** – a card issued to **KYC** compliant members of a subsidiary of the JN Group bearing the Member’s name and a unique assigned JN Member number referenced at the point of doing business with any company within the JN Group.
- 1.3. **Know Your Customer (“KYC”)** involves the process of satisfactorily identifying the Member and satisfactorily establishing details pertaining to the Member’s occupation, economic activity, personal financial track record, business track record, source of wealth, source of funds that will be involved in the transaction, contact information and details, capacity in which the business is being transacted, details of representation or relationship if business is being transacted on behalf of another.
- 1.4. **Know Your Customer Documents (“KYC Documents”)** include specifically but without limitation, the most recent Government issued Photo ID, Proof of home address, Email Address(es), Proof of employment, References, Phone number(s), Contact number(s) and Residential and/or mailing address(es) provided by the Member to any subsidiary of the JN Group. KYC documents shall not include any biometric information related to the Member.
- 1.5. **Subsidiary** – a company which is owned wholly or partially by the JN Group.
- 1.6. **Third Party** refers to any company or person outside of the JN Group and the Member.

2. Eligibility

- 2.1. The JN Group reserves the right to change the eligibility criteria or promotion mechanics at any time (with or without notice) and/ or determine at its sole discretion, whether anyone should be excluded from receiving a JN Passport or should return a JN Passport or have his JN Passport deactivated.
- 2.2. The Member must have provided information to satisfy the highest level of **KYC** data required by JN Bank Limited or a Subsidiary.
- 2.3. The Member by applying for a JN Passport consents to his **KYC** information being shared with all companies now and hereinafter being a part of the JN Group.
- 2.4. The Member by agreeing to the Terms and Conditions herein warrants that he possesses the legal capacity to enter into this Agreement.
- 2.5. The Member must provide a mobile telephone number and an email address belonging to them.
- 2.6. Unless stated otherwise the Member applying for the JN Passport fulfils the following criteria:
 - 2.6.1. Is over eighteen (18) years of age;
 - 2.6.2. Has fully satisfied the **KYC** requirements for regular Due Diligence at a JN Group Subsidiary; and
 - 2.6.3. Has a savings account or loan account with JN Bank Ltd; or
 - 2.6.4. Has submitted an application through a JN Group Subsidiary requesting a JN Passport

3. Other Agreements with JN Group and Affiliates

- 3.1. Your use of the JN Passport is governed by this Agreement which must be read together with any other terms and conditions governing your relation with any **Subsidiary** company of the JN Group and/or products and the JN Bank's Terms and Conditions (Personal) and any amendment thereto from time to time.
- 3.2. Where there is any conflict or inconsistency between this Agreement and the other terms and conditions as referred to in clause 3.1 above, those Terms and Conditions shall prevail to the extent of any conflict or inconsistency.

4. Security Procedure and Lost Card

- 4.1. The Member acknowledges by clicking the "I Accept" button below that he has read and agree to be bound by any Security Procedures now in place and further to be bound by any changes to the security procedure, this Agreement, and that it is commercially reasonable.
- 4.2. The Member shall use all reasonable precautions to prevent loss or theft arising from the use of his JN Passport by a **Third Party**. Further, the Member undertake to verbally notify the JN Group immediately of such loss or theft or compromise and the circumstances thereof and further to confirm in writing such loss or theft or compromise and circumstances surrounding same within 24 hours of any such occurrence.

- 4.3. The Member is solely responsible to be vigilant and alert when it comes to scams and suspicious activities and to protect his system/computer or electronic device(s) from compromise by any cyber threat or attack.

5. Using the JN Passport

- 5.1. The Member upon receipt of the Passport must sign it immediately and follow any steps in the Passport introductory package.
- 5.2. The primary purpose of the JN Passport is for Members to access its KYC Function which is the transmission of KYC Documents from one JN Group Subsidiary to another at the request of the Member. By Presenting the JN Passport, the Member authorizes the Subsidiary to request, receive and retain from all other JN Group Subsidiaries any and all KYC documents as may be required to establish a new relationship or new product account for the Member at such receiving Subsidiary. Presentation of the card also authorizes any JN Subsidiary holding KYC documents for the Member to provide same at the request of the Subsidiary to whom the Member presents the JN Passport.
- 5.3. The Member must present the JN Passport in person and on each and every occasion they wish a Subsidiary to access, receive and retain KYC Documents not already in the possession of that subsidiary.
- 5.4. Upon receipt of the KYC Documents from another Subsidiary, the receiving Subsidiary shall become the controller of those Documents and the Member shall contact each Subsidiary they do business with directly regarding any concerns related to their business and associated documentation with that Subsidiary.
- 5.5. The Member may activate the card to be used for a dual purpose by selecting one additional available service to be paired with the **KYC Function** of the Passport. The member will sign the corresponding Agreement for the additional service selected.
- 5.6. 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.
- 5.7. The Member acknowledges and accepts that any transaction which JN Group or its **Subsidiaries** considers to be in breach of any such statutory restrictions/ regulations/ procedures will be declined.

6. Communication of Changes

- 6.1. The Member will promptly notify a **Subsidiary** with which they do business in writing of any change in or amendment of your name, telephone numbers or facsimile numbers, mail address or electronic mail address.
- 6.2. Until the moment the **Subsidiary** with which the Member does business 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.
- 6.3. JN Group 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

7. Limitation of Liability

- 7.1. Subject to provisions herein, the JN Group shall not be liable for any damages, losses, costs, or expenses (including Attorney's costs) which may be incurred by you or any **Third Party** in relation to this Agreement (or any other Agreement incorporated by reference) or the Services hereunder unless such damages, losses, costs, or expenses were solely and directly as a result of the JN Group's gross negligence or wilful misconduct. Any entitlement hereunder to recover damages shall be limited to direct special damages.
- 7.2. In no event shall the JN Group be liable for general, indirect, consequential, exemplary, or punitive damages including, without limitation, lost profits or Attorneys'-at-Law Fees, even where the JN Group is aware of the possibility of such damages.
- 7.3. The JN Group shall not be liable or responsible for any inaccuracies, errors, failures, malfunctioning, delays, costs, expenses, damages, losses, or injury arising directly or indirectly from hardware, software, computer related equipment, telecommunications systems operated or controlled by the JN Group, a **Third Party**, or the Member or from any problems associated with internet access, viruses, electricity supply problems, hackers, or otherwise.
- 7.4. In the event of any error made by the JN Group in recording any entry in or to your profile, the JN Group shall have the right to make the necessary correction by reversing or adjusting the entry without notice to you and recover the amount (if any) due from you. The JN Group shall not be liable for any damage or loss arising as a result of any such error.
- 7.5. The JN Group shall endeavour to provide satisfactory and reliable service in accordance with the terms and conditions herein, however, the JN Group does not warrant that the operation of the supporting software shall be entirely uninterrupted, error free, timely or secure and accepts no liability for the occurrences of any such event.
- 7.6. The JN Group shall not be liable for any disclosure to an incorrect/ **Third Party** which results from JN Group sending notifications to the email address or mobile number provided by the Member.
- 7.7. The JN Group may at any time in its sole and absolute discretion (with or without notice) vary, modify, delete or add to the JN Passport terms and conditions, or withdraw and continue the programme, at any time without obligation or liability.

8. Confidentiality & Your Data Rights

- 8.1. JN Group Data Protection Policy found at <https://www.jngroup.com/data-protection/> will apply to this Passport Programme.
- 8.2. JN Group Privacy Notice found at <https://www.jngroup.com/privacy-notice/> will apply to this Passport Programme.
- 8.3. JN Group will not provide any personal information of yours to any company not under its direct control or affiliated with it.
- 8.4. It is your duty to keep all your information confidential and in no circumstances will the JN Group contact you and request you to provide any confidential information, passwords or answers for any test questions.

9. Force Majeure

The JN Group shall be released from its obligations hereunder in the event of any national emergencies, riots, wars; industrial disputes, strikes, prohibitive government regulations or orders; fire, storms, earthquakes or other Act of God; utility, communication or transportation delays or failures; or if any other cause beyond the control of the JN Group renders performance of its obligations under this Agreement impossible.

10. Waiver

The waiver by the JN Group of a breach or default of any of the provisions of this Agreement by you shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of the JN Group to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any breach or default by you.

11. Notices

Any notice to be given hereunder shall be delivered or sent by registered post or by e-mail to the address of the other party as provided upon entering into this Agreement or thereafter, and such Notice shall be deemed to have been served (if delivered) at the time of delivery; (if sent by post) upon the expiration of 48 hours after posting; and (if sent by e-mail) upon the expiration of 12 hours after dispatch.

Updates to KYC Documents shall not be considered Notices hereunder and shall be sent directly to any Subsidiary with which the Member does business by any means prescribed by such Subsidiary.

12. Amendments

12.1. JN Group reserves the right to amend the terms and conditions of this Agreement inclusive of the Services provided herein, and shall provide notice of such amendment(s) in a manner deemed suitable by the Bank.

12.2. You agree to view these terms and conditions regularly and your continued access or use of the E-Services herein after any such amendments become effective will constitute your acceptance of the amended terms and conditions of this Agreement.

13. Invalidity and severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision, a provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

14. Entire Agreement

The JN Group shall not be liable for any damages, losses, costs, or expenses arising from or in connection with any representations, agreements, statements, or undertakings made prior to the date of execution of this Agreement other than those representations, agreements, statements and undertakings confirmed by a duly authorised representative of the JN Group in writing or expressly incorporated or referred to in this Agreement.

15. Assignment

The Member shall not be entitled to assign this Agreement or all or any of his rights and obligations hereunder. The JN Group may however assign this Agreement to any entity. The JN Group may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other **Third Parties**.

16. Headings

Headings to clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

17. Termination

17.1. The JN Passport Programme may be changed or discontinued at any time within the sole discretion of the JN Group.

17.2. The Member may opt out of the programme at any time by advising JN Group through email to jnpassport@jngroup.com of the desire to opt out.

17.3. Death of the Member terminates the relationship and any benefits which accrues to the Member are in personam and does not fall to his estate, heirs or successors.

18. Law

This Agreement shall be exclusively governed by and construed in accordance with Jamaican Law and the parties hereto agree to submit to the exclusive jurisdiction of the Jamaican courts.

19. Interpretation

Where the context so requires, all references in this Agreement to the singular shall be deemed to include the plural and all references to the masculine shall be deemed to include the feminine and neutered genders and a body corporate and vice versa.