

Cardholder Agreement

PLEASE READ CAREFULLY

TERMS AND CONDITIONS/DEFINITIONS

This Sagicor Bank Credit Card Cardholder Agreement is a summary of your Sagicor Bank Credit Card Terms and Conditions (“the Terms and Conditions”) which state the rules under which any Sagicor Bank Credit Card is issued to you. To view the full Cardholder Agreement, please refer to our website at www.sagicor.com. By accepting and using the Sagicor Bank Credit Card or Credit Card Cheques, you: (i) acknowledge that you have received a copy of this Cardholder Agreement; (ii) acknowledge that you have read, understood and agree to be bound by the full Terms and Conditions; and (iii) warrant that the information supplied by you on the Sagicor Bank Credit Card application form is true and correct. “Card” means the Sagicor Bank Credit Card issued by Sagicor Bank Jamaica Limited. “Card” also includes the Card number and PIN unless otherwise specified. “Card Account” means the Cardholder’s credit card account. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. You acknowledge through the submission of a completed Card Application that you authorise the issuance of the Card and that the Application forms part of the Terms and Conditions for the Card Account. You further agree and acknowledge that the Bank shall rely on this authorization for whatever purpose deemed necessary in relation to the Card and/or Account.

USE OF THE CARD

You can use the Card and Credit Card Cheques wherever they are accepted for purchases and for other purposes the Bank may authorise from time to time. You are required to activate and PIN your card upon receipt before completing your first transaction, simply by following the steps outlined on your credit card mailer/carrier or on our website. You understand that by activating your Sagicor Bank Credit Card, you agree to accept and comply with any and all terms and conditions stated in this Agreement. You may only use the Card and Credit Card Cheques for legal and genuine transactions.

REPAYMENT AND LIABILITY

You agree to repay the debt to the Bank by the due date set out in your credit card statement. Your liability shall include such indebtedness incurred by you on the Account.

MINIMUM MONTHLY PAYMENT

If you do not repay your debt in full by the due date stipulated on your credit card statement, you agree to AT LEAST make the minimum monthly payment as specified on your credit card statement. Payments can be made at any branch of the Bank, or through any alternate payment channel offered by the Bank from time to time including via the Internet, ABM, by telephone banking, where available and by providing instructions for payment by such other electronic means permitted by the Bank where the Cardholder has executed the Bank’s agreement for providing instructions by electronic means. You acknowledge that if you do not make payments in accordance with the terms of this Agreement by the payment due date, the Bank may charge the account with a late fee which shall become part of the indebtedness. The Bank also reserves the right to restrict the use of all cards on the Account until proper payment is received in keeping with this Agreement and/or the monthly statement. Additionally, if you do not make at least your minimum payment by the payment due date stipulated on your monthly credit card statement, we may, at our

discretion, increase the interest rate applicable to all new and existing balances on your Account.

LOSS, THEFT OR UNAUTHORISED USE OF THE CARD

The security of the Card, PIN and Credit Card Cheques is your responsibility. You must inform us immediately by telephone or in branch about the loss, theft or unauthorised use of the Card, PIN or Credit Card Cheques. To report a lost or stolen card, please call: Toll Free in Jamaica 888-SAGICOR (724-4267); In the USA or Canada 1-877-SAGICOR (724-4267); From Europe/Worldwide +800-4-SAGICOR (724-4267). You may also contact the relevant card associations at the numbers indicated at the back of your card.

KEEPING YOUR PIN CONFIDENTIAL

Your PIN is solely for your use and is equivalent to your signature. Therefore, you agree to keep your PIN absolutely confidential and not to divulge to anyone (including close friends, family members or any bank, public officials or merchants).

ERRORS IN YOUR STATEMENT

If your statement contains any errors, you must inform us in writing within 30 days of the date of the statement. Unless we have received written notification of errors on your statement or notice of non-receipt of your statement at the expiration of the 30 days from the date of the statement, then except as to any errors that have been notified to the Bank, it shall be settled conclusively between the Bank and you that the statement contains no errors.

CANCELLING THIS AGREEMENT

You can cancel this Agreement by telling us in writing that you want to do so and returning the Card(s) and Credit Card Cheques to us. The Bank may also cancel this Agreement by telling you in writing. If either of us cancels this Agreement, you will still be required to pay your debt and any other amounts you owe to the Bank in full.

CREDIT LIMIT

Your Credit Limit will be advised to you when you receive the Card and will also be noted on your monthly statement. The Bank may increase or reduce your Credit Limit from time to time without telling you in advance. It is your responsibility to check your limits from time to time through your branch, Sagicor Internet Banking, Client Care Centre and your credit card statement. The Bank will not be liable for any claim, loss, damage, or expense brought or suffered as a consequence of us declining to adjust the limits applicable to your Card.

SPECIAL OFFERS AND REWARDS PROGRAMME

From time to time, we may make offers to you including but not limited to loyalty programmes, payment moratoriums, extended payment due dates or lower interest rates for certain portions of your balance including Cash Advances, Purchase Promotions and Credit Card Cheques. A special offer may be for a limited period 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.

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YOUR OBLIGATION TO SUPPLY INFORMATION

We are required by regulations to maintain and periodically update information on our clients; we may therefore request that you supply us with your personal and financial information from time to time. You must satisfy all information requests made by us in a timely manner and provide accurate and complete information in response to our requests. Additionally, if there is a change in any of the information you have supplied to us, you must notify us of such change within a reasonable time thereafter. Failure to provide us with the required information may lead to us cancelling this Agreement.

CONTACTLESS PAYMENT

This Agreement applies to contactless transactions. To perform a contactless payment, you will be required to wave or tap your Contactless, Chip and Pin enabled card over a merchant's contactless enabled POS terminal. A maximum dollar amount or limit will be established by the Bank and/or participating merchants from time to time for any single or cumulative contactless transaction(s).

MONITORING AND/OR RESTRICTION OF USE OF THE ACCOUNT

We reserve the right to monitor the use of the Account in compliance with any applicable mandate by the Bank of Jamaica and/or any other relevant governmental, local, or international regulatory authority.

INTEREST ON PURCHASES, CASH ADVANCES & OTHER CHARGES

The interest charge on your monthly statement is calculated separately for Purchases and Cash Advances, additionally, your statement will reflect Other Charges which have been posted to your Account and which will form a part of your debt.

MONTHLY STATEMENTS

We will make monthly statements available only to the main cardholder by online banking, electronic mail or ordinary post as we deem appropriate. The statement period being the number of days covered by each monthly statement, may vary as a result of the number of days, weekends and holidays in each month; therefore your monthly statement date may vary from month to month. Statement and other account information may also be obtained by the main cardholder by telephone call to our Client Care Centre at 888-SAGICOR (746-4267).

CARD REPLACEMENT

We may replace the Card once it has expired. If you need to replace the Card for any other reason, please contact our Client Care Centre toll free at 888-SAGICOR (724-4267) to request a replacement. You will be required to provide personal information which may include the Card number, full name, transaction history and copies of accepted identification. A fee may be charged for a replacement card.

CONSENT OF DISCLOSURE OF INFORMATION

The Bank may during the course of the relationship with you collect financial and other information about you, such as (i) information to establish and maintain the banking relationship with you; (ii) information related to transactions arising from your relationship with and through the Bank; (iii) information for the provision of products and/or services; (iv) information provided by you on any application for the Bank's products and/or services; and (v) information about financial behaviour such as your payment history and credit worthiness. This information may be used or disclosed for the

following reasons: - (a) to open and operate your Account(s); (b) to provide you with products and services which you may request; (c) to determine your eligibility for products and services which the Bank may offer; (d) to help the bank manage its business and relationship with you; (e) in the Bank's discretion necessary or desirable to protect the Bank's interest; (f) to maintain the accuracy and integrity of the information held by any licensed credit bureau; (g) as required or permitted by law. For the above purposes, the Bank may make this information available to its employees, agents, the International Provider and services providers wherever located who are required to maintain the confidentiality of this information and the Cardholder expressly understands and acknowledges that the Bank may outsource the processing and storage of information to a country outside of the country in which the Card is issued and that law enforcement and/or governmental authorities in these countries may, under applicable legislation or statutes access the information and data.

ANTI-MONEY LAUNDERING

The Bank is required to apply several Anti-Money Laundering laws controls and requirements to meet its regulatory and compliance obligations. You indemnify us for any potential losses or expenses incurred, including but not limited to, reasonable legal fees and court costs for any investigation under applicable anti-money laundering legislation regarding your Credit Card Account.

SUCCESSION AND ASSIGNMENT

This Agreement contains the continuing consent and agreement of the Cardholder and shall extend to and be binding upon the parties here to and their respective heirs, executors, administrators, successors and assigns as permitted herein and shall ensure to the benefit of the Bank and its successors and assigns. The Cardholder shall not be entitled to transfer or assign all or any of its rights, benefits or obligations under this Agreement without the prior written consent of the Bank (and/or any of its affiliates where necessary).

CONTACT

If you have a problem regarding a transaction attempted or completed using the Card or Credit Card Cheques, you must call our Client Care Service Centre toll free at 888-SAGICOR (724-4267) to query the transaction.

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.

QUALIFYING PURCHASE

a) In relation to Consumer Cards, Qualifying Purchase means any retail, internet purchase, phone or mail order purchase, or automatic bill payment made with a Consumer Card for personal, household or family purposes.

b) In relation to Business Credit Card, Qualifying Purchase means any retail, internet purchase, phone or mail order purchase, or automatic bill payment made with a Business Credit Card for business related transactions and/or purchases.

Please view our full Cardholder Agreement for transactions that are not considered to be Qualifying Purchase. The full Cardholder Agreement can be viewed on our website at www.sagicor.com.