

MERCHANT AGREEMENT



THIS MERCHANT AGREEMENT (HEREAFTER REFERRED TO AS "THE AGREEMENT") SETS OUT THE TERMS AND CONDITIONS UNDER WHICH SAGICOR BANK JAMAICA LIMITED (HEREAFTER REFERRED TO AS "THE BANK") WILL ALLOW THE MERCHANT WHOSE NAME ADDRESS AND SIGNATURE APPEARS AT THE END OF THIS AGREEMENT, TO ACCEPT AND PROCESS PAYMENTS FOR GOODS AND SERVICES USING QUALIFIED CARDS AND/OR THE BANK'S E-COMMERCE SERVICES. THE MERCHANT APPLICATION SIGNED BY THE MERCHANT FORMS A PART OF THIS AGREEMENT AND SHALL BE READ TOGETHER WITH IT.

A. GENERAL TERMS AND CONDITIONS

1. Definitions

In this Agreement, the following words and phrases have the following meanings:

"Agreed Rent" means the amount payable by the Merchant for the rental of P.O.S. Equipment which amount shall be payable monthly unless otherwise agreed. Rent may be varied by the Bank from time to time in its absolute discretion.

"B2B" means business to business.

"Bank's Telephone Contact Centre" means the office from which the Bank provides all day telephonic authorisation services to the Merchant and Cardholders.

"Bank's Operating Procedures" means the procedures and guidelines notified by the Bank to the Merchant from time to time and to be complied with by the Merchant in respect of transactions governed by this Agreement.

"Business Day" means a day on which commercial banks are ordinarily open for business in Jamaica, excluding Saturdays, Sundays and public general holidays.

"Card" means a debit card, a credit card or a prepaid card and includes the card number.

"Card Transaction" means any transaction involving a Debit Card, Credit Card or Prepaid Card.

"Cardholder" means an authorised person holding a Qualified Card.

"Cardholder Certificate" means an electronic document that authenticates a Cardholder in a secure E-Commerce Transaction.

"Chargeback" means a demand by the Bank against the Merchant to make good the loss or expense on a fraudulent or disputed transaction after such dispute or claim is raised by a customer with their issuing bank.

"Cut-Off Time" means the time on each Business Day, stipulated by the Bank as being the time beyond which transactions transmitted to the Bank will not be processed for that Business Day. Unless otherwise notified by the Bank in writing, the Cut-Off Time is 9:00 p.m. on Business Days.

"Credit Card" means a payment card which allows the Cardholder to pay for goods or services using credit extended by the issuer of the Card.

"Debit Card" means a Card issued by the Bank that can be used to make purchases in which the money is immediately debited from the Cardholder's bank account.

"Debit P.O.S. Transaction" means a P.O.S. Transaction where a Debit Card is used.

"Designated Account" means the account established by the Merchant pursuant to Clause 13 of Section A of this Agreement.

"E-Commerce" means the electronic settlement of payment transactions conducted over the internet using the Payment Gateway Service.

"E-Commerce Transaction" means a transaction which is settled or to be settled via E-Commerce.

"E-Commerce Transaction Receipt" means a paper record or a printed copy of an electronic record of an E-Commerce Transaction containing all the information stated in Clause 11 of Section H.

"EMV" means a standard for globally interoperable secure payment which enables customers with EMV chip payment cards to use their card on any EMV compatible payment terminal and reduces card fraud resulting from counterfeit, lost or stolen cards.

"Fee Schedule" means the Schedule attached hereto as may be varied by the Bank from time to time in its absolute discretion.

"Liability Shift" means the burden of proof for qualifying E-Commerce Transactions from the Bank and the Merchant to the issuing bank. This shift of liability applies only in cases where the dispute relates to cardholder authentication in processing the transaction. No shift of liability occurs if the dispute relates to the actual provision of goods or services or their quality.

"Marketing Materials" means any trademark, decals, signs or promotional material.

"Marketplace" means a type of ecommerce site that facilitates the sale of products or services by multiple third-party retailers through an online platform. The main function of a marketplace is facilitating sales by bringing buyers and retailers together.

"Marketplace Service Provider" means a merchant who, through a Marketplace, handles payments for sales and refunds on behalf of the retailers that sell goods and services on their ecommerce site and receives settlements on their behalf.

"Merchant" means the person whose name and signature appear at the foot of this Agreement.

"Merchant Application" means an application in such form as the Bank may determine from time to time, containing a request by the Merchant to act as a merchant acquirer for Card Transactions and signed by the Merchant.

"Mobile Point of Sale" means the functionality that enables P.O.S. Transactions to be processed using a smartphone or tablet instead of a P.O.S. Terminal.

"Multilink Debit Card" means a debit Card issued by a Multilink Participating Institution which can only be used on the Multilink network by participating agents.

"Non-Authenticated Security Transaction" means an E-Commerce Transaction that has some level of security (such as commercially available data encryption) or that complies with the Secure Electronic Transaction Specification but lacks a Cardholder Certificate.

"Non-Secure Transaction" means a Transaction which has no data protection.

"Non-Qualified Transaction" means a transaction which is not a Qualified Transaction and is processed at a higher interchange rate.

"Off-host" with reference to any P.O.S. Equipment, means that such P.O.S. Equipment is, at the material time, unable to communicate normally with the central processing facilities with which it is linked or with the central processing facilities of the Payment Network.

"Participating Institution" means a financial institution that participates in a Payment Network.

"Payment Gateway Service" means the facility made available by the Bank which permits Merchants to accept payments via E-Commerce and perform E-Commerce Transaction and includes the software, systems and hardware used to provide the Payment Gateway Service.

"Payment Network" means an electronic system used to settle financial transactions through the transfer of monetary value.

"PCI" means Payment Cards Industry.

"PCI DSS" means Payment Cards Industry Data Security Standard, is a set of information security standards designed to ensure that all merchants that accept, process, store or transmit credit card information maintains a secure data environment.

"PIN" means personal identification number being a number comprised of four to six digits which is used by a Cardholder in conjunction with a Card to authorise a Card Transaction.

"P.O.S." means point of sale and refers to the place or point where a person executes the payment for goods or services. This can be a physical location or a virtual sales point such as a computer or mobile electronic device (P.O.S.).

"P.O.S. Equipment" means a P.O.S. Terminal, printer, pin pad or any other physical equipment which the Bank may approve for use to access P.O.S. Services from the Merchant's premises.

"P.O.S. Services" means the processing and recording of transactions using the P.O.S. Terminal and/or System.

"P.O.S. System" means a system which allows the processing and recording of transactions between a Merchant and their customers at the time in which goods and/or services are purchased.

"P.O.S. Terminal" means a device which can read the electronic information from a Qualified Card and which shall be used at the point of the transaction to obtain authorisation other than by live voice confirmation and used to transmit electronically captured data to the Bank's data center.

"P.O.S. Transaction" means an electronically processed transaction involving the sale of goods or services by the Merchant where payment is made by the P.O.S. System, whether by using a Debit Card, Credit Card or Prepaid Card.

"Prepaid Card" means a payment card which allows a Cardholder to load funds onto the Prepaid Card and pay for goods or services by transferring funds from the Cardholder's Prepaid Card to the account of a Merchant or intermediary bank.

"Qualified Card" means any valid unexpired Card bearing the name of the issuer of the card and its identifying card logos and/or in the case of Visa or MasterCard cards the Visa logo and hologram or the MasterCard logo and hologram.

"Qualified Transactions" means a legitimate Credit Card transaction between a Cardholder and a Merchant that is processed in accordance with the rules and standards of the Card processor.

"Secure Electronic Transaction Specification" means encryption and security specifications designed to protect E-Commerce Transactions on the Internet.

"Sub-Merchant" means retailers who utilise a Marketplace to sell their goods and/or services.

"Transaction Limit" means any maximum or minimum monetary amount established from time to time by the Bank and notified in writing from time to time to the Merchant as being the maximum or minimum monetary limit for which a transaction or series of transactions can be processed by the Merchant.

"Transaction Receipt" means the electronically generated slip, voucher or receipt issued at the P.O.S. Terminal upon completion of a P.O.S. Transaction.

"User Credentials" means any username, password or PIN used by a Merchant or the Merchant's authorised representative to access the Payment Gateway Service.

"Website" means a collection of web pages and related content that is identified by a common domain name and published on at least one web server.

"3D Secure" or **"Three Domain Structure"** also known as payer authentication, is a security protocol that helps to prevent fraud in online credit and debit card transactions. This security feature is supported by Visa and Mastercard and is branded as 'Visa Secure' and 'Mastercard Identity Check' respectively.

2. Interpretation

In this Agreement references to one gender include all other genders and the singular shall be deemed to include the plural and vice versa.

3. Construction

The Agreement is divided into lettered sections and numbered paragraphs.

4. Warranty by the Merchant

The Merchant warrants that all information provided to the Bank in the Merchant Application is accurate and complete in all material respects.

5. Compliance with Limits

The Merchant shall observe all Transaction Limits set out in the Merchant Application or otherwise notified to the Merchant by the Bank from time to time with respect to all Card Transactions. The Bank may vary or establish new Transaction Limits from time to time in its absolute discretion and the Merchant agrees to promptly comply with such Transaction Limits as varied or established by the Bank.

6. Display of Promotional Materials

The Merchant shall adequately display the Marketing Materials supplied by the Bank at the Merchants places of business and on the Merchants website (as applicable) to inform the public that Qualified Cards and/or E-Commerce payments will be accepted at the Merchant's places of business and/or on the Merchant's website. No intellectual property rights in any Marketing Materials shall pass to the Merchant because of the Merchant's usage of such material. The Merchant's authority to use or display the Marketing Material shall continue only so long as this Agreement remains in force and effect or until the Merchant is notified by the Bank or the owner of the Marketing Materials to cease such usage or display.

7. No Discrimination etc.

The Merchant shall not discriminate in any respect against Cardholders as opposed to other customers including customers paying cash or between Cardholders presenting their Cards in person or otherwise. In particular, the Merchant expressly agrees that the sale of goods and services to Cardholders will be made at regular cash prices, including any discounted price, rebate or other concession or benefit effective on the date or at the moment of the transaction, without charging any part of the said discount price, rebate or other concession or benefit or any service charge to the Cardholder, and without requiring from the Cardholder the payment of any part of the discount that is charged to the Merchant by the Bank under this Agreement. The Merchant further agrees that the Merchant will exchange goods, accept returns of goods and, if necessary, make adjustments in the price of any goods or services sold to a Cardholder in accordance with the Merchant's policy applicable to cash transactions.

8. Compliance with Bank's Operating Procedures

The Merchant agrees to abide by and observe all the Bank's Operating Procedures as the Bank may from time to time establish. The said Bank's Operating Procedures are hereby incorporated by reference into this Agreement. The Bank reserves the right to amend the Bank's Operating Procedures from time to time in its absolute discretion.

9. Bank's Right to Audit

The Bank shall have the right, but not the obligation, to audit the Merchant's books, accounts, records, and other papers relative to E-Commerce Transaction Receipts, and credit vouchers sold or tendered to the Bank for accuracy and for compliance with this Agreement. In carrying out any audit, the Bank, through its

representatives or agents may visit the Merchant's places of business to inspect documents and any P.O.S.

Equipment supplied to the Merchant by the Bank. The Merchant agrees to fully cooperate with the Bank and its agents in carrying out any such audit.

10. Commencement Term & Termination

This Agreement shall become effective on the date entered at the end of this Agreement and shall remain in full force and effect until terminated by written notice. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party at any time. The Bank may also terminate this Agreement forthwith in the following circumstances: (i) if the Merchant commits a breach of any of the terms and conditions of this Agreement; or (ii) if, where the Merchant is a company or other corporate body, it passes a resolution to be wound up, or if a petition is filed for the Merchant to be wound up, or if a receiver is appointed over the whole or any part of the Merchant's assets; or (iii) if, where the Merchant is an individual or partnership, a petition is filed for the Merchant to be declared bankrupt, or (iv) if the Merchant's Designated Account is or becomes inactive for a period of six (6) months or more; or (v) if the Merchant concludes or allows to be concluded any fraudulent transaction. All obligations incurred or existing under this Agreement as at the date of termination, including any obligations which may arise after the date of termination in the Bank's favour by way of settlement of any Chargebacks on any Transaction made with the Merchant or pending investigations shall survive such termination for up to 180 days.

11. Amendment

The Bank may, at any time upon giving not less than forty-five (45) days' written notice to the Merchant, amend this Agreement and such amendment shall be effective and binding upon the Merchant at the end of the notice period, unless the Merchant terminates this Agreement by written notice pursuant to Clause 10 of Section A above. This Agreement shall be binding on each party and their respective successors or assigns.

12. Duty of Confidentiality

The Merchant shall keep all information obtained from a Cardholder or any Card Transaction (including personal and banking information) strictly confidential and may only disclose: (a) where the Cardholder has authorised the disclosure in writing; (b) where the Bank has expressly authorised the disclosure in writing; or (c) upon receipt of an order from a Court of competent jurisdiction or upon receipt of a request from a regulatory authority which is lawfully entitled to request and receive the information. The Merchant shall maintain policies and procedures to ensure the confidentiality of Cardholder's information which shall at a minimum include the secure storage of physical documents and files and secure maintenance of electronic records and documents with user authentication requirements and anti-access firewalls.

13. Merchant to Maintain a Designated Account

The Merchant shall maintain an account/accounts with the Bank (herein referred to as "the Designated Account") to facilitate settlement of the transactions contemplated by this Agreement. Sums due from the Bank to the Merchant shall be credited to the Designated Account. The Designated Account shall be subject to the terms and conditions of this Agreement and to the Bank's usual terms and conditions for accounts in force from time to time. It is understood and agreed that the Designated Account shall not be operated as a trading account and may be accessed in a manner identified by the Bank from time to time.

14. The Bank's Right of Set-Off & Lien

In respect of all transactions carried out by the Merchant pursuant to this Agreement, the Bank shall have the right of set-off of amounts owing to or becoming owing to the Bank by the Merchant hereunder, including any unpaid rental amounts, against all moneys in the Designated Account or moneys due to or payable to or to be credited to the Designated Account so long as this Agreement remains in force. In the event of the termination of this Agreement the Bank's right of set-off shall remain applicable in respect of debts due from the Merchant for transactions that took place before the date of termination. The Bank's right of set-off may be exercised by the Bank at such time or times as the Bank deems fit in its absolute discretion without the need for the Bank to give prior notice or any notice whatsoever to the Merchant, and in so doing the Bank may refuse payment of any amounts due to the Merchant unless sufficient funds remain in the Designated Account after such set off by the Bank. The Bank shall have a first lien and charge on all the credit balances in the Designated Account and the Merchant hereby irrevocably hypothecates the said amounts to the Bank to secure all the amounts and indebtedness owed by the Merchant to

the Bank from time to time under the terms of this Agreement. No refusal by the Bank to exercise any of its rights hereunder at any specific time or times shall operate as a general waiver by the Bank of its said rights. The rights or remedies of the Bank contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

15. The Bank May Postpone Payment

If this Agreement is being terminated for any reason whatsoever by either party, or if the Bank questions the authenticity of any of the transactions transmitted to the Bank, the Bank reserves the right to postpone payment of any moneys to the Merchant for a period not exceeding one hundred and eighty (180) days after submission of documents by the Merchant for payment.

16. Provision of Security

If requested by the Bank, the Merchant agrees to provide cash security for the Merchant's obligations under this Agreement in the amount set out in the Merchant Application for the duration of this Agreement and to deposit such security to the Merchant's Designated Account held by the Bank for the duration of this Agreement. Within ten (10) days of the date of a rewritten request from the Bank, the Merchant shall provide additional cash security to be deposited to the Merchant's Designated Account held by the Bank as aforesaid. Upon any failure by the Merchant to maintain the required level of cash security or to provide additional cash security when requested, the Bank shall be entitled to cancel this Agreement forthwith without notice. In the event of any Chargeback, the Bank may apply and setoff the cash security or any part thereof against the amount of the Chargeback or any costs or fees relating thereto and the Merchant shall then be obliged to deposit additional cash security to restore the amount of the cash security required by the Bank.

17. General Indemnity

The Merchant will fulfill completely all obligations on its part to be performed under the terms of the sale of goods and/or services and/or payments of taxes, duties and imposts and agrees to indemnify and hold the Bank harmless from: (a) any and all claims by Cardholders arising in respect thereof; and (b) any and all claims arising from any violation by the Merchant of any law or regulation.

18. Consent to Credit Reporting

The Merchant hereby consents: (a) to credit bureaus licensed under the Credit Reporting Act disclosing credit information about the Merchant to the Bank; (b) to the Bank disclosing credit information about the Merchant to credit bureaus licensed under the Credit Reporting Act; and (c) to the Bank providing a signed copy of this Agreement to any credit bureaus licensed under the Credit Reporting Act. The Merchant hereby acknowledges that some of the services extended by the Bank hereunder involves the extension of credit by the Bank to the Merchant and that the consent hereby given: (a) shall subsist as long as this Agreement remains in force; (b) shall remain in full force and effect unless and until it is expressly revoked by the Merchant; (c) cannot be revoked during the subsistence of any credit facility that the Merchant may have with the Bank but only upon or after the termination or expiry of such facility; and (d) has been given of the Merchant's own free will and volition, the same having been read by or to the Merchant and fully understood.

19. Merchant to be PCI DSS Compliant

The Merchant certifies that it and any agent that it may utilise to submit transactions complies with the PCI DSS instituted by the Card associations. The Merchant agrees to pay any fines and/or penalties that may be assessed against the Bank and/or the Merchant by the Card associations for non-compliance. The full list of PCI DSS rules is available on request in writing to the Bank.

20. Merchant's Failure to be PCI DSS Compliant

If the Merchant fails to achieve PCI DSS compliance, the Bank may, without prejudice to the Bank's rights hereunder or applicable law: (a) suspend the operation of this Agreement pending the Merchant becoming compliant; or (b) terminate this Agreement forthwith; (c) assess the Merchant for additional liability as prescribed by the PCI DSS rules from time to time, and/or (d) chargeback to the Merchant all losses and penalties incurred by the Bank as a result of the Merchant's non-compliance. In the event that the Merchant is not PCI DSS compliant, the Merchant hereby indemnifies the Bank against any and all costs, charges and losses that are imposed on the Bank during period of the Merchant's non-compliance.

21. Material Change in Operations

The Merchant acknowledges that services are provided by the Bank based on the information collected as at the date of application. Any change in the Merchant's business objectives must be reported to the Bank including any changes in the operating address.

22. The Bank's right to not honour transactions

The Bank may in its absolute discretion refuse to process any E-commerce Transactions if the Merchant fails to follow the applicable payment protocols as outlined in this Agreement.

23. Merchant is Responsible for all Reconciliations

The Merchant understands that all reconciliation activities are the responsibility of the Merchant, and the Bank recommends daily reconciliation of sales versus settlement. The Bank is not responsible for the Merchant's internal processes and will not be responsible for queries regarding settlements exceeding thirty (30) days from the date of the transaction. Fees may be levied for request for data exceeding thirty (30) days and the Bank cannot guarantee timelines for providing information. The Merchant will, at the end of each Business Day, prepare a balance report in respect of the sales transactions done at each P.O.S. Terminal in accordance with the Bank's Operating Procedures.

24. The Bank's Commission & Fees

In consideration for the services and facilities provided by the Bank to the Merchant under this Agreement, the Merchant shall pay to the Bank:

- (a) in respect of all transactions (other than those mentioned at sub-paragraph (b) below), the commission set out in the Merchant Application on the total of all Transaction Receipts, excluding those in respect of debit P.O.S. Transactions, credited to the Designated Account less all credit vouchers and Chargebacks debited to the Designated Account;
- (b) in respect of P.O.S. Transactions involving the use of a Multilink Debit Card, the flat fee described in the Merchant Application or as varied by the Bank from time to time in its absolute discretion for each transaction.

The Bank's schedule of fees and charges are published annually and the Bank may adjust its commission and fees from time to time on notice to the Merchant. The Bank may deduct its commission from the amounts due to the Merchant prior to crediting the Designated Account with any such amounts.

25. Bank's Right to Receive Payment

Subject to the Bank's right of Chargeback against the Merchant, the Bank shall have sole right to receive payment from Cardholders of the total amount of moneys represented by all P.O.S. Transactions which are credit card transactions represented by Transaction Receipts issued at the point of sale at the time of the transaction. The Merchant hereby agrees to assign to the Bank all its right, title and interest in and to all Transaction Receipts.

26. Merchant Operating Address & Contact Information

The Merchant must notify the Bank of any change in operating address and/or contact information. Failure to update the Bank on any changes may result in the disconnection of the Merchant's service if the Bank is unable to contact the Merchant with the information on file.

27. User Credentials & Proper Use

The Merchant may be provided with User Credentials (Passwords and/or PINS) to access services, give instructions and execute transactions. The Merchant is responsible for maintaining the confidentiality of the Merchant's User Credentials and agrees to accept full responsibility and liability for all instructions, transactions and activities that are given, occur or are performed using the Merchant's User Credentials. The Merchant shall not use the services for any illegal purposes or do anything which may undermine the security or integrity of any services. The Bank reserves the right to record all the Merchant's activities when using any applicable service.

28. Rental of Equipment

The Bank agrees to provide and the Merchant agrees to rent all necessary equipment as described in the Merchant Application (or such other additional or replacement equipment which may be provided by the Bank to the Merchant from time to time) on the terms and conditions set out in this Agreement. The rental term shall commence on the date of installation or delivery of the equipment by the Bank or its agents and shall end upon the termination or expiry of this Agreement and the return of the equipment to the Bank.

29. Payment of Agreed Rent

The Merchant shall pay the Agreed Rent on or before the last Business Day of each calendar month, being the Agreed Rent due for the subsequent month, with the first rental amount payable upon installation or delivery of the equipment at the Merchant's place of business. Rent shall be due and payable irrespective of whether the equipment is actually used by the Merchant.

B. SETTLEMENTS

1. Terminal Settlement

The Merchant shall ensure that the P.O.S. Terminals rented to the Merchant are settled at the end of each day on which the P.O.S. Terminal is used. Settlement of the P.O.S. Terminal means all transactions performed using the P.O.S. Terminal are transmitted to the Bank for settlement. The Bank may reject and not settle any transaction which is not transmitted to the Bank within seven (7) days after the date the transaction has been performed.

2. Batch Closing

The Merchant must batch close all relevant transactions at the end of each day and submit the relevant batch closing report to the Bank for settlement. In all cases the Merchant must present the report within three (3) Business Days after the transaction date unless otherwise permitted by the Bank. Transactions contained in any batch close report submitted outside of the stipulated time may be rejected by the Bank or be subject to late presentment fees. The Bank will not be held liable to the Merchant for any amounts the Merchant did not collect, including but not limited to amounts collected by a third-party service provider.

3. Multi-Currency Settlements

The Merchant acknowledges that in the case of multi-currency transactions, the settlement will be net of all fees, including: (a) interchange fees, (b) other scheme fees (c) and any other Chargebacks processed against the Merchant.

4. Transmission of Data to the Bank

No later than 9:00 p.m. on each Business Day or such other time as the Bank may designate in its absolute discretion, the Merchant shall electronically transmit to the Bank all transaction data in respect of transactions processed and consummated by the Merchant in accordance with the Bank's Operating Procedures. The Merchant expressly acknowledges and agrees that the Merchant's failure to comply with the provisions of this section may result in the imposition of fines and Chargebacks.

5. Non-Qualified Transactions

The Merchant acknowledges that the Bank may reject and will not be obliged to process a settlement for any Transaction which falls outside of what is deemed a Qualified Transaction for the purposes of this Agreement.

6. Late Presentment

The Merchant shall make all reasonable efforts to submit P.O.S. Transactions to the Bank as soon as possible. In any event, the Merchant must submit any P.O.S. Transaction no later than seven (7) calendar days after the transaction date. Failure to do so may result in a late presentment Chargeback to the Merchant.

7. Settlement Disputes

If the Merchant disputes any matter related to a P.O.S. Transaction which has been transmitted to the Bank for settlement, the Merchant must advise the Bank in writing of the reason for the dispute within thirty (30) days of the date that the transaction has been transmitted to the Bank for settlement. Any dispute raised after the thirty (30) days will not be considered by the Bank and the Bank's decision shall be final and binding on the Merchant.

8. Negative Net Settlements

If on determination of the amounts due from and to the Merchant by the Bank in respect of a P.O.S. Transaction for any day, there is an amount recoverable from the Merchant, then in such event, the Bank may recoup all amounts due from any funds otherwise due from the Merchant's next transmission of Transaction Receipts, debit from the Merchant's Designated Account or any other account maintained by the Merchant with the Bank for the amount due, suspend credits to the Merchant's Designated Account until the Merchant makes payment on the amounts due, reverse any credit to a Cardholder where the Merchant does not have funds to cover same or request (either verbally or in writing) payment for such amounts. The Merchant agrees to settle any amount

due to the Bank within two (2) Business Days of the issuance of an advice by the Bank indicating the amount due.

9. Cut-Off Times

When a P.O.S. Transaction is transmitted to the Bank before the Cut-Off Time on a Business Day, the Designated Account will, barring unforeseen events, be credited within forty-eight (48) hours. If the transaction is transmitted to the Bank after the Cut-Off Time, or on any other day which is not a Business Day, it shall be treated as having been transmitted to the Bank on the next Business Day and, barring unforeseen events, the Designated Account shall be credited within forty-eight (48) hours thereafter.

C. CHARGEBACKS & DISPUTES

1. Chargebacks

The Bank shall have the right at any time to refuse to accept or to revoke its acceptance of any transaction and debit the amount of any Chargeback to the Designated Account without notice in any of the circumstances set out at subparagraphs (a) to (n) below or otherwise in accordance with the Bank's Operating Procedures. The Merchant agrees to repay the Bank on demand the amount of any Chargeback. Without limiting the generality of the foregoing, the Designated Account may be debited with a Chargeback if with respect to any transaction or series of Transactions:

- (a) the Card Transaction was completed in the absence of the Card, except for E-Commerce Transactions or where the Merchant is authorised to perform such transactions under Section I, this exception shall apply only if the Card Transaction was completed by the Merchant after giving prior notice of same to the Cardholder.
- (b) the Merchant did not properly disclose the Merchant's policy on return of merchandise or delivery of goods and services.
- (c) the Card used in connection with such transaction had expired or the Bank had previously issued a notice that the Card is not valid or should not be accepted.
- (d) the transaction was in respect of goods sold or services performed that were in violation of the law or the rules or regulations of any government agency or in violation of the terms of this Agreement.
- (e) the item purchased is returned or the service not rendered for any reason.
- (f) the transaction was in breach of the Transaction Limit and was not duly authorised by the Bank.
- (g) If a transaction is suspected or proven to be fraudulent in any manner whatsoever, with or without actual fault of the Merchant.
- (h) If the Merchant fails in any respect to comply with the provisions of this Agreement or the Bank's Operating Procedures.
- (i) if the Cardholder disputes the transaction or execution of the Transaction or signing the Transaction Receipt.
- (j) If the authorisation number is not recorded on the Transaction Receipt.
- (k) If the Card used by the Cardholder is an EMV chip enabled Card, the transaction is processed manually by the Merchant and the Bank is held liable for any Chargeback by the issuer of the Card due to fraud.
- (l) If the Transaction Receipt representing the transaction is not in the form authorised by the Bank.
- (m) If the Transaction Receipt has not been delivered to the Bank within the timeline stipulated by the Bank.
- (n) The Merchant has not provided electronic data required by the Bank with the period specified by the Bank.

2. Bank's Review of Disputed Transactions

The Merchant undertakes and agrees to provide the Bank with all necessary information to assist the Bank in any investigation and resolution of any Chargebacks or other disputed transactions within three (3) Business Days from the date of any request from the Bank.

3. Excessive Chargebacks

If the Bank determines that the Merchant's Chargeback ratio exceeds or is likely to exceed the accepted amount as may be determined and communicated by the Bank from time to time, the Bank may notify the Merchant in writing of new procedures that should be adopted and impose additional fees for processing Chargebacks. Should the Merchant not immediately comply, the Bank may at its full discretion terminate this Agreement.

Where any claim for Chargeback is made by the Merchant, such claim shall be made in writing within forty-five (45) days of posting of the charge to the

4. Claims Must be Submitted in Writing

Merchant's account. The Merchant must provide the Bank with all evidence required by the Bank and shall ensure that the information submitted (i) is complete and accurate in all material respects; and (ii) does not infringe on any intellectual property rights or confidentiality rights of a third party. Failure to act within the stipulated time may not provide the Bank with reasonable time to evaluate the Merchant's dispute of the Chargeback and represent the charge to the Cardholder under the Bank's Operating Procedures. The Bank will not engage in direct collection efforts against any Cardholder on the Merchant's behalf.

5. Late Claim Submission

The Bank shall not be held liable or be bound to reverse or reprocess any charge to the Merchant if a claim is submitted outside of the period provided for above. Additionally, the Bank will not be responsible for queries regarding fees levied (rental etc.) exceeding ninety (90) days from the date of the transaction.

6. Liability for Chargeback Costs

The Merchant shall be liable to the Bank for any overdraft fees and charges which arise because of the application of any Chargeback to the Merchant's Designated Account. The Merchant shall also be liable to the Bank for any costs, fees and charges incurred by the Bank in reversing any transaction, applying any Chargeback, or invoking the Bank's right of setoff. If and to the extent that the Bank is obliged to pay any fee or other charge to any international payment entity as a result of the Merchant exceeding any limit imposed by it on the number or value of Chargebacks per month allowed in relation to the Merchant, the Bank shall charge the Merchant and the Merchant shall pay to the Bank an amount equal to such fee or other charge.

7. Liability for Chargebacks after Termination of Agreement

As Chargebacks may arise a considerable period of time after the date of the relevant transaction, the Merchant acknowledges and agrees that, notwithstanding any termination of this Agreement for whatever reason, the Bank shall remain entitled to recover Chargebacks and Chargeback costs from the Merchant (and where relevant, from any person who has provided the Bank with a guarantee or security relating to the Merchant's obligations under this Agreement) in respect of all Chargebacks that occur in relation to transactions effected during the term of the Agreement.

D. CARD TRANSACTIONS

The provisions of this Section shall be applicable to all Card Transactions.

1. Authorisation by the Bank

The Merchant is hereby approved by the Bank to accept Qualified Cards in connection with payment for goods and/or services to Cardholders and the Merchant agrees to honour all Qualified Cards tendered for use subject to the provisions of this Agreement.

2. Verification of Card

It is understood and agreed that before concluding any Card Transaction for which a Qualified Card is tendered the Merchant will verify that the Qualified Card is valid.

3. Circumstances where a Qualified Card is not valid.

Unless acceptance is specifically authorised by the Bank in each case, a Qualified Card is not valid and hence shall not be accepted as such in any of the following circumstances: (a) if the back of the Card is not signed by the Cardholder; (b) if its expiry date has past; (c) if the Card is a counterfeit or is otherwise invalid or has been revoked; (d) if the Bank issues an advisory that the Card is not valid; (e) if the Card is mutilated, cut or marked or appears irregular in any way.

4. Merchant Prohibitions

The Merchant is prohibited from and shall under no circumstances: (a) accept a Qualified Card to collect or refinance any debt owed by the Cardholder or otherwise; (b) advance or disburse cash to the Cardholder against a Qualified Card; or (c) split any one sales transaction into separate transactions to avoid obtaining specific authorisation of the sales transaction from the Bank in accordance with the terms of this Agreement or to avoid any other condition specified in this Agreement or by the Bank's Operating Procedures.

5. The Merchant's Exchange, Adjustment & Return Policies

The Merchant will establish and maintain fair sales policies with respect to exchange of goods or services, adjustments and return of goods and refunds for

services. If, with respect to any transaction in which a Credit Card is used and the goods purchased or any part thereof are returned or any services are terminated or cancelled or any price adjustment or rebate is allowed by the Merchant, then the Merchant shall not make any cash refund to the Cardholder. The Merchant will check all security features as may be identified by the Bank from time to time before processing a refund for a Transaction.

6. Merchant to Provide All Vouchers

The Merchant will, within four (4) Business Days of having been requested to do so, provide the Bank with original or photocopy of a requested Transaction Receipt failing which the Bank may refuse to credit the Merchant's Designated Account with or may Chargeback to the Merchant the total amount of such Transaction Receipt.

7. Requirements as to Transaction Receipts

The Merchant undertakes and warrants that all Transaction Receipts must correctly reflect the date on which each Card Transaction or activity took place. To receive payment of sums due to the Merchant and to avoid Chargeback due to late presentation, unless exempted by the Bank in writing, the Merchant shall present or deliver to the Bank all credit vouchers and Transaction Receipts no later than thirty (30) days following the actual date of the Card Transaction or activity.

8. Retention of Transaction Receipts

The Merchant shall retain for at least six (6) months after each transaction or such longer period as required by applicable law, the Merchant's copy of all Transaction Receipts and shall deliver such copies to the Bank within four (4) days of having been requested by the Bank to do so.

9. Currency of Transactions

The Merchant hereby agrees that all Card Transactions must be processed in the currency in which each transaction was consummated by the Cardholder. Transactions processed in United States Currency or any other currency must not be converted to Jamaican Currency or any other currency.

10. Confidentiality of Cardholder PIN

Where a Cardholder is required to use his PIN to authorize a transaction, the Merchant must protect the confidentiality of the Cardholder's PIN and shall ensure that the Cardholder personally inputs his PIN into the P.O.S. Terminal. The Merchant shall not request the Cardholder to disclose his PIN or endeavor by any other means to obtain the PIN from the Cardholder.

11. Refunds

Where a transaction involves a refund for goods and services by a Merchant, the Merchant may refund a Credit Card transaction using their P.O.S. Terminal within the time limit stated by the Bank and, if the P.O.S. Terminal allows that feature, a void can be performed for both Debit and Credit Card transactions provided that the batch for those transactions have not been closed.

12. Cardholder Disputes

All disputes between the Merchant and Cardholder regarding any sale of goods, the provision of any services or the payment of taxes, duties and imposts in respect of any transaction shall be resolved between the Cardholder and the Merchant. If dispute is not resolved between the Merchant and the Cardholder the Bank reserves the right make a Chargeback in accordance with the provisions of this Agreement.

13. Retention of Card

If requested by the Bank to do so, the Merchant shall endeavor by peaceful and lawful means to retain a Card that has been presented or comes into the possession of the Merchant.

E. POINT OF SALE EQUIPMENT

The provisions set out in this Section apply to the P.O.S. Equipment rented by the Bank to the Merchant.

1. Installations & Certification of P.O.S. Equipment

The P.O.S. Equipment shall be installed at the installation addresses described in the Merchant Application and upon completion of installation, shall be duly certified as operational by the Bank or its agents as operational.

2. Ownership of P.O.S. Equipment

All P.O.S. Equipment, documentation, software and materials shall remain the sole property of the Bank and may not be copied, used or made available to others without the prior written consent of the Bank.

3. Use of P.O.S. Equipment

The Merchant must use the P.O.S. Equipment in accordance with the Bank's Operating Procedures in effect from time to time and the P.O.S. Equipment shall only be removed with the Bank's prior consent. The Merchant will provide all necessary connections and other facilities and pay for all expenses of installing and operating the P.O.S. Equipment.

4. Loss or Damage of P.O.S. Equipment

The Merchant will be responsible for any loss (including theft) or damage to the P.O.S. Equipment other than ordinary wear and tear, and will, from time to time, permit the Bank or its agents to inspect and repair the P.O.S. Equipment as necessary. The Merchant shall not attempt to repair, interfere with or modify the P.O.S. Equipment.

5. Liability for Loss & Damage

The Bank shall not be liable to the Merchant for any loss, damage or expense (direct, indirect or consequential, for loss of profit or business or otherwise) suffered or incurred by the Merchant and arising from the P.O.S. Equipment's malfunctioning or from the P.O.S. Equipment's failure to operate for any reason, or from any failure to repair or delay in repairing it.

6. Maintenance of P.O.S. Equipment and Software

All hardware and software maintenance for the P.O.S. Equipment will be the responsibility of the Bank. The Merchant shall promptly inform the Bank of any malfunction or problems being experienced with the P.O.S. Equipment. Maintenance services will be performed by the Bank or its agents. The Bank will inform and co-ordinate with the Merchant regarding any intended P.O.S. Equipment or software changes that would directly affect P.O.S. Services. The Merchant shall not tamper with or attempt to modify any programme or set-up of the P.O.S. Equipment and shall ensure that no third party shall do or attempt to do so. The Merchant agrees that it will take full and proper care of the P.O.S. Equipment and any other material provided by the Bank and shall bear the cost of repairs or replacement of such equipment necessitated by physical damage not arising from fair wear and tear or usage. If the terminal is damaged in the possession of the Merchant, the Bank shall be entitled to repair it at the cost and expense of the Merchant and such cost will be payable and deducted from the Designated Account.

7. Unauthorized Use of P.O.S. Equipment

If the Merchant uses the P.O.S. Equipment to access any service which is not a service permitted by the Bank, the Bank shall not be liable for any costs, charges, damages or losses suffered or incurred by the Merchant resulting from the Merchant's use of the P.O.S. Equipment and the Merchant shall indemnify the Bank in respect of any loss or damage which the Bank may directly or indirectly suffer as a result. The Merchant will take all precautions to prevent unauthorized use of the P.O.S. Equipment or its use in connection with any criminal act. The Merchant shall also ensure that P.O.S. Terminals cannot be used during non-business hours. The Merchant shall at all times be responsible for the custody and security of the P.O.S. Equipment and will be liable for all unauthorized or improper uses thereof.

8. Use of P.O.S. Equipment after Termination of this Agreement

If the Merchant continues to use the P.O.S. Equipment after the termination of this Agreement, then the rental of the P.O.S. Equipment shall be deemed to continue from month to month upon the same terms and conditions until the P.O.S. Equipment is returned in satisfactory condition to the Bank.

F. P.O.S. TRANSACTIONS

The provisions set out in this Section apply to P.O.S. Transactions using a P.O.S. Terminal where the Card and Cardholder are present including Mobile Point of Sale Transactions.

1. Authorisation of transactions

All transactions are subject to authorisation by electronic means.

The Merchant shall use the P.O.S. Equipment to obtain authorisation, to obtain an authorisation code, to capture transaction data and to produce a paper copy of the Transaction Receipt whether being a purchase by credit card or by a debit card transaction, all in accordance with the Bank's Operating Procedures. If the P.O.S. Terminal is inoperative for any reason, the limits established by the Bank shall still be applicable except if otherwise advised by the Bank in writing. Except in the case of a Multilink Debit Card or any debit card stated to be for electronic use only, the Merchant may obtain oral authorisation by calling the Bank's Telephone Contact Centre whenever: (a) the P.O.S. System is inoperative; (b) the P.O.S. Terminal is Off-host; (c) the Merchant believes or has good reason to suspect the Card which is presented is counterfeit, stolen or that the transaction is in some manner suspicious; or (d) the Merchant received a "Call Centre" message from the P.O.S. Terminal.

The Merchant agrees to obtain an oral authorisation by calling into the Bank's Merchant Services Department and providing details on the Card as requested by the Bank's Merchant Services Department. Should the Merchant fail to observe any of these requirements the Bank may refuse to credit the Merchant's Designated Account with the total amount or may Chargeback the total amount of such transaction or sale.

2. Notification of Authorisation and Settlement

In connection with the operation of the P.O.S. System, the Bank shall perform for the benefit of the Merchant the following services:

- (a) Transaction Authorisation: Upon receipt by electronic means of an authorisation request for a P.O.S. Transaction the Bank shall by electronic transmission inform the Merchant if the transaction is authorised or declined. If the transaction is authorised, the Bank shall inform the Merchant of the authorisation number. The Bank's response shall be displayed on the screen of the P.O.S Terminal.
- (b) Settlement: Upon the authorisation and subsequent consummation of a P.O.S. Transaction the Bank will credit the Designated Account for the amount of the P.O.S. Transaction less the commission referred to in Clause 24 of Section A.

3. Procedure Where Terminal is Off-host

If any P.O.S. Terminal is Off-host, the Merchant shall promptly advise the Bank that the terminal is Off-host and obtain authorisation from the Bank to perform transactions while the P.O.S. Terminal is Off-host. The Bank may refuse to grant authorisation to perform Off-host transactions at its discretion. The Merchant shall input information into the P.O.S. Terminal in respect of credit vouchers as off-line transactions and will balance the transactions with the Bank when electronic communication with the P.O.S. Terminal is restored. If any P.O.S. Terminal is inoperative or is Off-host at the time of balancing, the Merchant must contact the Bank's Telephone Contact Centre for instructions.

G. MOBILE POINT OF SALE TRANSACTIONS

This Section deals with Mobile Point of Sale Transactions only.

1. Terms and Conditions of Mobile Point of Sale Software Application

In order to accept payment using Mobile Point of Sale, the Merchant must download the Mobile Point of Sale software for use on the Merchant's cellular phone. By downloading and using the Mobile Point of Sale software, the Merchant agrees to abide by and be bound by the terms of conditions of use of the Mobile Point of Sale software. The Merchant specifically agrees not to reproduce, alter or decompile the Mobile Point of Sale software or use the Mobile Point of Sale software for any purpose other than to conduct legitimate Mobile Point of Sale transactions.

2. Liability of the Bank

The Merchant agrees that the Bank shall not be liable for any error or failure of the Mobile Point of Sale software, failure of the software to operate with the Merchant's mobile device or any damage or loss caused to the Merchant whatsoever as a consequence of downloading the Mobile Point of Sale software. In particular, the Bank shall not be liable for any loss or damage caused by any virus or other malicious computer code transmitted by or through the Mobile Point of Sale software.

This section deals with the use of the Payment Gateway Service for E-Commerce Transactions, B2B transactions and Marketplace transactions.

H. PAYMENT GATEWAY SERVICE

1. The Bank May Decline Payment Gateway Service Transactions

The Bank reserves the right to decline any instruction or transaction given or executed via the Payment Gateway Service for any reason in its absolute discretion.

2. The Bank's Right to Deny Access to Payment Gateway Service

The Bank may, at any time and in its absolute discretion, refuse access to the Payment Gateway Service in the event of a breach of these Terms and Conditions or where the Bank deems it in its best interests to do so.

3. Responsibility for Accuracy of Transactions

The Merchant is responsible for the accuracy of all transactions executed by the Merchant using the Payment Gateway Service, including the payee information and payment amount. The Merchant acknowledges that payment instructions once sent by the Merchant, may be final and irrevocable, so that the Merchant may be liable for payments which have been made in error.

4. Protection of the Payment Gateway Service

The Bank is entitled to introduce measures (hereinafter called "Protective Measures") for the protection of the Bank and users of the Payment Gateway Service against wrongful use of the Payment Gateway Service and the Bank may vary these Protective Measures from time to time at its absolute discretion without notice to the Merchant. The Bank's discretion to introduce Protective Measures shall not include any obligation or requirement so to do, and unless otherwise agreed in writing to the contrary, the Bank may decline to do so and shall not be liable to the Merchant for so doing.

5. Settlement of Payments

Payments made to the Merchant via the Payment Gateway Service will be credited to the Merchant's Designated Account. When a transaction is transmitted to the Bank before the Cut-Off Time on a Business Day, the Designated Account will, (barring unforeseen events), be credited within forty-eight (48) hours of transmission provided that all transactions are received before 9pm on any given Business Day. The provisions of Section B will apply to this clause.

6. Integration with the Merchant's Payment Systems

For B2B transactions only, if requested by the Merchant, the Bank may facilitate the exchange of information (including, payment, account and supplier information) between the Merchant's information systems and the Payment Gateway Service to allow the Merchant to better manage payments and receipts through its own information systems. Work to conduct integration of the Payment Gateway Service with the Merchant's information systems shall be performed by third party service providers selected by the Bank and all fees, costs and charges incidental to the integration work shall be for the account of the Merchant. The Merchant specifically agrees that the Bank shall not be liable to the Merchant for any loss or damage caused as a consequence of the integration or attempted integration of the Payment Gateway Service with the Merchant's information system. If the Bank agrees to facilitate integration of the Payment Gateway Service with the Merchant's information systems, the Merchant agrees to provide such information and access (including access to the Merchant's information systems, software, premises and personnel) as may be required to implement integration of the Payment Gateway Service with the Merchant's systems.

7. Assumption of Risk by the Merchant

The Merchant acknowledges that E-Commerce Transactions carry a greater risk of repudiation from Cardholders as well as rejections and Chargebacks by the Bank since E-Commerce transactions are generally not conducted in circumstances where the Merchant and Cardholder are present. By conducting E-Commerce Transactions, the Merchant voluntarily accepts the increased risk associated with such transactions.

8. E-Commerce Card Payment Acceptance (3D Secure)

8.1 3D Secure Compliance

The Merchant warrants that it is familiar with and comply with the following requirements set out in this section and as notified by the Bank from time to time:

- (a) The Merchant must be enrolled in the 3D Secure programme.

- (b) The Merchant's processing software must be compatible with the most recent security standards relating to 3D Secure that are imposed by any card scheme.
- (c) The Merchant must process E-Commerce Transactions in line with the prevailing 3D Secure measures, including:
 - a. remaining within the limits of the 3D Secure programme, as determined by the card scheme;
 - b. ensuring the E-Commerce Transaction type is eligible for 3D Secure, i.e., the Cardholder has explicitly intervened in the transaction process in order to securely transfer the data associated with them to the Card issuer;
 - c. The Merchant acknowledges that these factors may change over time.

8.2 The Merchant acknowledges that where E-Commerce Transactions that are not protected via 3D Secure are processed, the Merchant will be liable for all losses (and fees that the Bank or the card scheme may levy) arising because of this non-compliance.

8.3 E-Commerce Transactions that are processed via 3D Secure may result in a liability shift. However, the following transaction under the following circumstances will have no liability shift:

- (a) 3D Secure authentication is unavailable or unsuccessful and the Merchant chooses to proceed with the Transaction, or the Merchant's infrastructure and/or systems or the Merchant's payment gateway fails when the Merchant attempts a Transaction.

8.4 Liability Shift

- (a) Where the Merchant has complied with the requirements set out in 8.1, the liability for any Chargebacks may shift from the Merchant to the issuing bank.
- (b) However, where the Merchant does not follow the necessary processes, the liability for any Chargeback may shift from the issuing bank to the Merchant.
- (c) Liability shift occurs only when a Chargeback arises from the authorisation process relating to the transaction. A Cardholder may still raise a Chargeback if the dispute relates to the services rendered or the goods provided.

8.5 The Merchant acknowledges that, if an issuing bank receives an authorisation request for an E-Commerce Transaction from a 3D Secure enabled Merchant and finds that the Transaction has not been processed as a 3D Secure transaction, then the issuing bank is entitled to and will claim a greater interchange fee for that Transaction. The fees payable by the Merchant will be higher and the Bank may choose to levy further penalties on these Transactions.

8.6 If it is discovered that the Merchant is not applying 3D Secure processes to transactions either routinely or periodically, the Bank reserves the right to increase the Merchant fees retrospectively from time to time where it is evident that the 3D Secure processes are not consistently applied. The Bank will also have the right to claim any resulting and/or related fines or penalties levied by the relevant regulatory bodies and/or terminate this Agreement.

9. Special Requirements for Non-Secure Transactions and Non-Authenticated Security Transactions

The Merchant acknowledges that for Non-Secure Transactions and Non-Authenticated Security Transactions the Bank collects the Cardholder's Card expiration date and the three-digit security code printed on the Card's signature panel (CVV2 or CVC2) and transmit same as part of the request for authorization.

10. Disclosure of Charges

The Merchant must provide written disclosure to the Cardholder of all charges (including shipping and handling charges) and any applicable tax prior to the Cardholder initiating an E-Commerce Transaction.

11. Instalment Payments

If the Merchant accepts payments in instalments with respect to an E-Commerce Transaction, the Merchant must: (a) obtain authorisation for each instalment payable in respect of the E-Commerce Transaction; (b) disclose in

writing to the Cardholder whether the instalment terms limit the goods or services that a Cardholder may purchase; (c) where the Cardholder is not billed in the currency in which the E-Commerce Transaction took place, advise the Cardholder that each instalment amount may vary due to currency conversion rate fluctuations; (d) ensure that the sum of all the instalments paid by the Cardholder does not exceed the total price of the goods; (e) ensure that finance charges are not added to the amount of the transaction or any instalment; (f) rely on a valid legal ground specifically for the storage of tokenized payment credentials, and where applicable, for the automatic updates of tokenized payment credentials by the Payment Network; (g) where required and in accordance with applicable data protection law and any applicable regulatory guidelines, obtain specific consent from Cardholders for the purpose of storing of and automatic updates of tokenized payment credentials; and (h) be able to demonstrate, upon request, that such valid consent has been obtained.

12. E-Commerce Transaction Receipts

Each E-Commerce Transaction shall be reflected in an E-Commerce Transaction Receipt in a form provided to the Bank by the Merchant and not objected to by the Bank and which shall contain the following information: the Merchant's name, the Merchant's online and mailing addresses, the transaction amount in the transaction currency, the transaction date (or in the case of an instalment payment, the date the receipt was prepared), a unique identification number, the name of the Cardholder, the authorisation code, the transaction type (whether sale or refund), a description of the merchandise/services, the Merchant's returns and refunds Policy, the Cardholder's credit card account number (partially concealed), a recommendation that the Cardholder print or save the receipt for his records, a contact number for the Merchant for customer service, the Merchant's cancellation policy and the Merchant's privacy policy.

13. Merchant Websites

The Merchant shall, in addition to any other information required by any law, include on the Merchant's website a complete description of the goods or services offered, the Merchant's return and refund policy, a customer service contact (including electronic mail address & telephone number), the Merchant's transaction currency, export restrictions (if known), delivery policy, the Merchant's domicile country and logos of the Cards accepted by the Merchant. The Merchant shall ensure that its website and any computer software used for processing transactions includes unique internet transaction identifiers and uses Secure Electronic Transaction Specifications in accordance with the requirements of its internet service provider, gateway provider or international best practice.

14. Marketplace Merchants

This subsection deals with the use of the Payment Gateway Service by Merchants who facilitate sales by multiple third-party retailers ("Sub-Merchants") via an ecommerce site (the "Marketplace"). A Merchant for the purposes of this subsection shall be referred to as "Marketplace Service Provider or MSP".

13.1 Marketplace Services

The MSP shall, through their Marketplace, handle payments for sales and refunds on behalf of Sub-Merchants that sell goods and services through the Marketplace and receive settlements for Transactions on their behalf. The MSP shall submit Transaction payments to the Bank to be processed by the Bank and thereafter credited to the MSP's Designated Account.

13.2 Sub-Merchant Information

(a) The MSP shall collect and submit to the Bank complete, accurate and up-to-date information, as may be requested by the Bank from time to time, to assist in verifying the Sub-Merchant's identity. This information includes but is not limited to the Sub-Merchant's (i) first name, (ii) last name, (iii) address, (iv) date of birth, (v) and email address; business legal name or DBA name and Tax Registration Number. The MSP shall notify the Bank of any changes to such information to ensure the continued accuracy of the data submitted. To the extent requested by the Bank, the MSP shall verify and confirm information submitted by each Sub-Merchant. As the Bank's requirements may be updated from time to time to ensure compliance with regulatory and scheme requirements, the MSP shall provide without undue delay such additional information

and support documents as needed to the Bank when notified. All Sub-Merchants are subject to the Bank's continuing approval and may be terminated in accordance with this Merchant Agreement.

- (b) The MSP acknowledges and agrees that (a) if verification of a Sub-Merchant cannot be duly completed for any reason or (b) the MSP does not notify the Bank in advance of any changes to information as provided above or (c) the MSP or Sub-Merchant does not fulfil any current or future verification requirement, the Bank may (i) suspend the provision of Payment Gateway Service to the MSP; or (ii) limit the functionality available to a Merchant until verification process is duly completed.
- (c) The MSP acknowledges and agrees that the Bank shall have the right, at its sole discretion to prohibit individual Sub-Merchants from participating in the Marketplace and to immediately stop depositing Transactions for any individual Sub-Merchant for good cause or upon request.

13.3 Marketplace Guidelines

These guidelines are provided to ensure a clear and smooth payment process for the Cardholder to allow them to easily identify the origin of a transaction as displayed on the Card statement.

- (a) The MSP shall ensure the Marketplace name or brand is presented prominently on the website or mobile application and be a part of the mobile app name and URL.
- (b) The Sub-Merchant's country must be clearly presented on the Marketplace website and through all pages that the Cardholder meets during the purchase process.
- (c) The following transaction details should be present on the website for at least one hundred and twenty (120) days from the purchase date: (i) the Sub-Merchant's name, (ii) transaction date, (iii) transaction amount; and (iv) Sub-Merchant contact information for Cardholder to receive answers for questions related to the purchase.
- (d) The E-Commerce Transaction Receipt must include the name of the Marketplace and the Sub-Merchant.
- (e) The Cardholder's statement must include the name of the Marketplace in the merchant descriptor.

13.4 MSP Obligations

- (a) The MSP shall provide to the Bank a business plan outlining its business operations prior to being admitted to Payment Gateway Service.
- (b) The MSP shall require all Sub-Merchants to sign a Sub-Merchant Agreement prior to depositing transactions, a copy of which must be submitted to the Bank.
- (c) The MSP shall ensure that all Sub-Merchants acknowledge and be required to comply with the terms and conditions of this Agreement.
- (d) All list of all onboarded Sub-Merchants shall be submitted to the Bank by email at SBJ.PaymentGateway@sagicor.com monthly. The Bank reserves the right to demand this list at any time.
- (e) The MSP shall not be permitted to process transactions for Sub-Merchants located in another country.
- (f) The MSP shall engage in robust due diligence of Sub-Merchants and shall monitor all transactions for signs of fraud or unlawful activity.
- (g) The MSP shall only deposit transactions on behalf of Sub-Merchants that use the Marketplace's website or mobile application.
- (h) The MSP shall be responsible and financially liable for each transaction processed on behalf of a Sub-Merchant.
- (i) The MSP shall be held solely liable for all acts, omissions, Cardholder disputes and other Cardholder customer service-related issues caused by the Marketplace's Sub-Merchants.
- (j) In resolving Cardholder disputes, the MSP shall either provide a decision that binds both Cardholder and Sub-Merchant or provide a money-back guarantee that is funded by the Marketplace.
- (k) The MSP shall not transfer or attempt to transfer or permit the Sub-Merchant to transfer or attempt to transfer its financial

liability by asking or requiring Cardholders to waive their dispute rights.

- (l) The MSP must ensure that no Sub-Merchant exceeds either USD\$10 million in annual volume through the Marketplace and/or 10% of the Marketplace's annual volume.
- (m) The MSP shall prevent the sale of counterfeit products or goods that infringe intellectual property.

13.5 Prohibited Merchants

The following Merchants are not eligible to operate a Marketplace or be a Sub-Merchant using a Marketplace:

- (a) Franchises
- (b) Travel agents
- (c) High-Brand Risk Merchants

15. Presentation of Transaction Receipt to the Bank

The Merchant must present the E-Commerce Transaction Receipt to the Bank within three (3) Business Days of the transaction date, unless presented under an approved, deferred or instalment plan, or within four (4) Business Days of the date the Merchant receives the Cardholder's returned merchandise, cancellation of service request, or a price adjustment request for a credit.

16. The Bank May Refuse to Process E-Commerce Transactions

The Bank reserves the right to refuse to process any E-Commerce Transaction Receipt presented by the Merchant if the Bank did not issue an authorisation, if any authorisation previously issued by the Bank is or becomes invalid or if the Bank determines that the E-Commerce Transaction Receipt is or will become uncollectible from the Cardholder to which the sale would be otherwise charged, or if the Bank determines that the E-Commerce Transaction Receipt is inconsistent with the provisions of this Agreement.

17. Settlement of E-Commerce Transaction Receipts

The Bank will settle E-Commerce Transaction Receipts in the applicable interbank clearing system. After the Bank receives an E-Commerce Transaction Receipt, the Bank will initiate transfer of the net proceeds to the Merchant's Designated Account. The Merchant agrees that the transfer of the net proceeds to its Designated Account constitutes a provisional credit for the E-Commerce Transaction Receipt so long as no Cardholder has a dispute or challenge with respect to any E-Commerce Transaction Receipt.

18. Compliance with the Electronic Transactions Act

The Merchant agrees to comply with the provisions of the Electronic Transactions Act, including but not limited to giving each Cardholder an opportunity to: (a) review each transaction; (b) correct any errors in each transaction; (c) cancel a transaction before an order is made; and (d) electronically access and reproduce an accurate summary of the order and the terms under which it is made, including the total cost relating thereto.

19. Indemnity

The Merchant hereby agrees to defend, indemnify and hold the Bank and its representatives harmless against any and all fines, penalties, claims, damages, losses, costs and expenses incurred by the Bank arising directly out of: (i) a breach of security of the Merchant's website including via hacking, or infiltration or the spread of any virus, trojan or other malicious computer code resulting in the unauthorized access to Cardholder information; (ii) a material breach of any of the representations or warranties of the Merchant in this Agreement; (iii) the Merchant's fraud, gross negligence or wilful misconduct; (iv) Chargebacks, assessments and Chargeback and assessment costs, and any other losses, claims, fines or penalties arising out of or in connection with the foregoing; (v) any violations of applicable laws, rules, regulations and guidance and any card scheme rules (if applicable) by the Merchant; (vi) all third-party claims arising from the foregoing; (vii) any demands or claims made in any individual, joint or representative action by or on behalf of third parties; and (viii) any inquiries, investigation or actions by any regulatory or governmental body related to the Payment Gateway Service. The Merchant shall, on demand, pay to the Bank the amount of any such losses, costs and expenses incurred by the Bank.

I. BUSINESS TO BUSINESS TRANSACTIONS

This section applies to Business-to-Business payments conducted by the Merchant using the Payment Gateway Service.

1. Payments through Payment Gateway Service

All B2B payments by the Merchant through the Payment Gateway Service shall be made using a tokenized pre-approved procurement credit card issued to the Merchant by the Bank. The Merchant hereby agrees that the preapproved credit card will be issued subject to the Bank's standard credit card terms and conditions, the provisions of this Section and the Bank's credit underwriting requirements. In the event that there is any conflict or inconsistency between the terms of this Section and the Bank's standard credit card terms and conditions then the provisions of this section shall prevail to the extent of such conflict or inconsistency.

2. B2B Transaction Limits

The Bank shall not be liable to the Merchant for the imposition, abolition or varying of any limit and the Merchant hereby agrees to observe all limits imposed by the Bank.

3. Erroneous or Late Submissions

The Bank shall not be liable:

- (a) to process in real time any B2B Transactions submitted after the close of business;
- (b) for any E-Commerce Transaction processed with an erroneous amount due to an error of the Merchant; and
- (c) for queries regarding fees levied exceeding ninety (90) days from the date of the transaction.

J. TRANSACTIONS WHERE THE CARD & CARDHOLDER IS NOT PRESENT

This Section applies to Credit and Debit Card Transactions which are conducted using a P.O.S. Terminal without the Card and Cardholder being present.

1. Authorization Required where Card or Cardholder not present

Only Merchants who have received prior authorisation from the Bank may conduct Credit or Debit Card transactions without the Card and Cardholder being present.

2. Merchant to Maintain a Deposit with the Bank

A Merchant that has been authorized by the Bank to perform Credit or Debit Card transactions without the Card and Cardholder being present shall, prior to performing any such transaction, maintain a deposit with the Bank in the Merchant's Designated Account in the amount set out in the Merchant Application. The Merchant agrees that the deposit so maintained, shall be held by the Bank as security for the Merchant's obligations under this Agreement. The Bank shall be entitled to apply the deposit towards settlement of the Merchant's unsettled obligations and in the event of the Bank so doing, the Merchant agrees to replenish the deposit promptly upon receipt of a written request from the Bank to do so. Upon the termination of this Agreement and settlement of all amounts due and owing to the Bank, the Bank shall return the Deposit to the Merchant together with any interest accrued thereon. The Merchant further agrees that the Bank may increase the amount of the deposit to be maintained by the Merchant by notice in writing to the Merchant and the Merchant shall pay into the Designated Account the amount of such increase within 14 days of the date of such notice.

3. Supporting Documentation

A Merchant conducting Credit or Debit Card transactions without the Card and Cardholder being present must in each case validate the identity of the Cardholder. Such validating information should include: (i) the name of the Cardholder; (ii) the address of the Cardholder; (iii) the Card account number; (iv) the expiration date of the Card; (v) the details of the service to be provided; (vi) the details of recurring charges if applicable; and (vii) the delivery address if different from the address of the Cardholder.

4. Special Requirements for Hotels and Airlines

A Merchant that is a hotel must participate in pre-authorizing cards. Where the Cardholder does not take up a reservation, a Merchant that is a hotel or airline may charge a "no-show" charge to the Cardholder's account without having received a reservation form signed by the Cardholder. The Merchant may charge a "delayed" or "amended" charge to a Cardholder's account only if the Cardholder consented in writing to be liable for delayed or amended charges. The Merchant must submit to the Bank within four (4) Business Days of the transaction date, copies of: (a) the reservation form completed by the hotel or airline; (b) documentation showing the Cardholder's consent to pay for delayed or amended charges; (c) the name of person making reservation (if different

from Cardholder) and; (d) the hotel's or airline's cancellation policy. The Merchant agrees to supply the Bank with any other documents requested by the Bank from time to time.

5. Special Requirements for Car Rental Companies

Where the Cardholder does not take up a reservation, the Merchant may charge a "no-show" charge to the Cardholder's account without there having a rental agreement signed by the Cardholder. The Merchant may submit a "delayed" or "amended" charge to a Cardholder's account only if the Cardholder signed a car rental agreement and consented to be liable for delayed or amended charges. The Merchant must submit to the Bank within four (4) Business Days after the transaction, copies of: (a) the car rental agreement signed by the Cardholder; (b) documentation showing the Cardholder's consent to pay for delayed or amended charges including damages, if applicable; (c) a copy of the police report of the accident, if applicable; (d) a copy of the estimate of the cost of damages from an organization that can legally provide repairs, if applicable and; (e) a copy of the insurance policy, if applicable. The Merchant agrees to supply the Bank with any other documents requested by the Bank from time to time.

6. Cardholder Identity

In all cases, the Merchant must establish the identity of the Cardholder as the authorized holder of the Card by obtaining appropriate evidence of the Cardholder's identity and noting such evidence on the applicable request form, order form, reservation form, car rental agreement or Transaction Receipt. The fact that the Merchant has obtained authorization for a transaction does not negate the need for obtaining such identification.

7. Chargebacks where Cardholder Disputes Charge

The Merchant further agrees to accept and pay any Chargeback for no show transactions where the Cardholder disputes the transaction or the Merchant's right to collect a charge. The provisions of Section C will be applicable to this clause.

8. Recurring Services

- (a) If the Merchant is engaged in the provision of recurring services, the Merchant must: (i) in accordance with applicable data protection law and any applicable regulatory guidelines, obtain the Cardholder's prior written permission to periodically charge for recurring services; (ii) have the written approval of the Bank to submit by another method if a P.O.S. Terminal was not issued; (iii) retain a copy of the Cardholder's written permission for at least 18 months from the date of each transaction for the duration of the recurring services; (iv) not complete and submit or transmit a recurring transaction if the Merchant does not obtain an approval code from the Bank; (v) not complete and submit or transmit a recurring transaction if the Merchant receives a cancellation notice from the Cardholder.
- (b) The Merchant must provide the Cardholder with the following information when obtaining consent: (i) the amount of the recurring services; (ii) whether the amount is fixed or variable; (iii) the date of the recurring services; (iv) whether the date is fixed or variable; and (v) an agreed method of communication for all future correspondence with the Cardholder.
- (c) The Merchant must, using the agreed method of communication, provide the Buyer with a confirmation that a recurring services agreement has been entered. This confirmation must be provided within two (2) Business Days of entering that recurring services agreement, which must be separate from the sales agreement. The Merchant must notify the Cardholder that the consent for the recurring services is subject to cancellation by the Cardholder at any time and should not debit or attempt to debit the Cardholder's Card, the Cardholder's bank account or any other payment method after being notified of the cancellation of the consent for the recurring services.
- (d) The Merchant shall notify the Cardholder in writing of the amount to be debited and the due date of the debit at least fourteen (14) days prior to (i) the first debit; and (ii) each subsequent debit (unless the recurring services agreement sets out the amounts payable and the due dates and none of these have changed or other objective criteria are agreed with the Cardholder for calculating the due dates).

K. SALE OF MOBILE AIRTIME

This Section deals with the use of P.O.S. Terminals for the sale of mobile airtime access codes.

1. Use of Terminals for sale of Mobile Airtime Codes

If authorised by the Bank to do so, the Merchant may use the P.O.S. Terminals rented to the Merchant by the Bank to generate vouchers with mobile airtime access codes for sale to customers purchasing mobile airtime for their mobile devices.

2. Sale & Purchase of Mobile Airtime Access Codes

The Bank hereby agrees to sell, and the Merchant agrees to purchase, mobile airtime access codes for resale by the Merchant to its customers. The price to be paid by the Merchant for airtime access codes shall be determined by the Bank from time to time in its discretion and the Merchant shall pay the purchase price to the Bank within one (1) Business Day of the mobile access codes being made available by the Bank. Payment shall be made by deposit to the Merchant's Designated Account which shall be debited by the Bank for the amount of the purchase price.

3. Sale of Mobile Airtime Access Codes by the Merchant

The Merchant shall sell mobile airtime access codes to the Merchant's customers and may apply its own markup to the price to be paid by the Merchant's customers PROVIDED HOWEVER that the Bank may, in its absolute discretion stipulate the maximum markup or price to be charged by the Merchant to its customers for mobile airtime access codes.

4. Transaction Receipts

Mobile airtime access codes shall be provided by the Merchant to its customers by the Merchant delivering to the customer the Transactions Receipt with the mobile airtime access code which has been generated by the P.O.S. Terminal.

L. DATA PROTECTION AND DATA SHARING

This section provides information about how the Bank handles data collected about Merchants.

1. What Data is Collected

Data is collected about Transactions performed via the Services as well as personal data about the Merchants and its authorised representatives where applicable. The personal data collected may include names, dates of birth, addresses, sexes, occupations, nationality and employment and financial data. The Bank also collects data about how, when, where and for what purpose the Merchant may use the Bank's products and services.

2. How is Data Collected

The Bank collects data via account opening and customer information forms or through the various service channels including the Bank's website, mobile banking application, payment cards and other products and services.

3. Why Is Data Collected

The Bank collects data to comply with legal and regulatory requirements, to manage risk, to tailor products and services, to enable third party service providers to provide services to the Merchants or to the Bank, to assess usage of the Bank's products and services, to satisfy requests from entities lawfully entitled to request the data (including government agencies and Courts of law) and to augment and update existing data.

4. Authority to Share Merchant or Cardholder Data

The Bank may share Merchant data where the Bank has been authorized to do so (including the authority granted in these Terms and Conditions) or if the Bank is obliged to share the data by law or the order of a Court or tribunal.

THE BANK'S OBLIGATIONS UNDER THIS AGREEMENT ARE SPECIFICALLY OUTLINED IN THE SAGICOR PRIVACY NOTICE WHICH CAN BE FOUND [HERE](https://www.sagicor.com/en-JM/Privacy-Policy) OR ON THE SAGICOR WEBSITE AT <https://www.sagicor.com/en-JM/Privacy-Policy>.

M. MISCELLANEOUS PROVISIONS

1. Relationship of the Parties

Unless otherwise stated or necessarily implied, nothing in this Agreement shall be construed as appointing or constituting an appointment of either party as the agent of the other.

2. Assignment

The Merchant may not assign or transfer any of the Merchant's rights or obligations under this Agreement. The Bank may assign all or any of its rights and obligations under this Agreement to any party, including any institution that acquires the business of the Bank.

3. Force Majeure

In the event that the Bank is unable to timely perform its obligations hereunder due to any cause beyond its control, including but not limited to, strike, riot, earthquake, epidemics, war, fire, power failure, the closure of any financial institution, breakdown or failure of machines or telecommunications link or computer associated equipment outage, the Bank shall not be liable to the Merchant for any loss or damage expenses, actions or cause of actions arising out of, in connection with, or by reasons of such events and the Merchant agrees to indemnify and hold the Bank harmless in respect of any claims, damages, or expenses arising out of an error by the Bank in the performance of the P.O.S. Services and/or any failure to effect P.O.S. Transactions if such error or failure is due in whole or in part to any of the foregoing causes.

4. Limitation of Liability

THE BANK SHALL NOT BE LIABLE TO THE MERCHANT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL THE BANK'S TOTAL AGGREGATE LIABILITY TO THE MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE DIRECT DAMAGES SUFFERED BY SUCH PARTY IN AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY THE MERCHANT TO THE BANK UNDER THIS AGREEMENT DURING THE FIRST TWELVE (12) MONTH PERIOD AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

5. Public Announcements etc.

All public announcements or public disclosures by the Merchant relating to this Agreement or its subject matter including without limitation, promotional or marketing activities (but excluding announcements intended solely for internal distribution within the Merchant's business or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of the Merchant), shall require the approval of the Bank prior to release.

6. Entire Agreement

This Agreement contains all the terms which the parties have agreed in relation to its subject matter and the Merchant agrees that it has not been induced to enter into this Agreement by any statement or promise which is not set out herein.

7. Governing Law

This Agreement shall be governed by Jamaican law.

Agreement Date: enter text

enter text

Name of Merchant

enter text

Address of Merchant

enter text

Name of Merchant's Signatory

enter text

Name of Merchant's Signatory

Signature of Merchant's Signatory

Signature of Merchant's Signatory

enter text

Name of Bank Officer

Signature of Bank Officer