

Debit Cardholder Agreement

PLEASE READ CAREFULLY

Terms and Conditions/Definitions

This Sagicor Bank Debit Card Cardholder Agreement is a summary of your Sagicor Bank Debit Card Terms and Conditions ("the Terms and Conditions") which state the rules under which any Sagicor Bank Debit 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 Debit Card, 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 Debit Card application form/Cardholder Multi-purpose Maintenance form is true and correct. "Card" means the Sagicor Bank Debit Card issued by Sagicor Bank Jamaica Limited. "Card" also includes the Card number and PIN unless otherwise specified. "Card account" means the Cardholder's Sagicor Bank account(s) linked to your Sagicor Bank Debit Card. "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/Cardholder Multi-purpose Maintenance Form that you authorize 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

Sagicor Bank ("Bank") may issue a Card to the Account Holder and such other persons as the Account Holder requests to facilitate ABM, Point-of-Sale and other electronic banking services and transactions by the Account Holder as allowed by the Bank from time to time. The Account Holder and each Cardholder represents and warrants to the Bank that each of them is an Adult Account Holder and it is agreed as follows: - (a)The Card is and remains the property of the Bank at all times and shall be returned to the Bank by the Cardholder(s) on demand by the Bank.

(b)The Card is not a credit card and its issuance by the Bank does not permit the Cardholder to overdraw the Card Holder's account or to otherwise obtain credit from the Bank.

(c)The Card must be signed by the Cardholder immediately on receipt from the Bank and shall be used solely by the named Cardholder and is subject to the prevailing terms and conditions governing the use of the Card from time to time.

Activation of Your Card

You are required to activate and PIN your card upon receipt before completing your first transaction, simply by following the steps outlined on your debit card mailer/carrier or on our website. You understand that by activating your Sagicor Bank Debit Card, you agree to accept and comply with any and all terms and conditions stated in this Agreement. You may only use the Debit Card for legal and genuine transactions.

Minimum Account Balances

The Account Holder shall be required to maintain a minimum cash balance in the Designated Bank Account(s) which shall be no less than the amount being withdrawn on any transaction at all times in addition to any amount required to cover the Bank's fees and charges, save and except where the Account Holder has previously established with the Bank credit facilities in respect of the particular Designated Bank Account(s). The Account Holder hereby charges the cash balance to the Bank as security for the repayment of any unauthorized credit that may be obtained by the Account Holder through an ABM, Point-of-Sale device or such other device as may be introduced by the Bank. The Bank reserves the right to decline any transaction where the Bank's charges and the sum being withdrawn exceed the balance available in the Designated Bank Account at the time the transaction is executed.

Compromised Access Code

The security of the Debit Card and PIN is your responsibility. You must inform us by telephone within 24 hours and visit the Bank's nearest branch immediately about the loss, theft or unauthorized use of the Card or PIN. 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.

Limit on Transactions

The Bank is entitled to introduce and thereafter vary from time to time at its absolute discretion and without notice: (a) limits on the number and the amount in value of transactions that may be carried out using the Card by a particular Cardholder or on particular accounts; and (b) other measures for the protection of the Bank, merchants and providers of services, Cardholders and/or the Account Holders against wrongful use of the Card.

Contactless Payment

This Agreement applies to contactless transactions. To perform a contactless payment, you will be required to wave or tap your EMV enabled card over a merchant's contactless enabled EMV compliant 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).

Transaction Fees

The Bank may charge fees in respect of each transaction approved, declined, or enquiries made at the Bank's ABM, or at the ABM of any other participating financial institution on any applicable networks within or outside Jamaica, or at-Points-of-Sale and/or e-Commerce where merchants are authorized to accept the Card.

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Keep Your PIN Confidential

The use of the Card will be protected by the issuance of a Card exclusive to you and a unique PIN which is selected by you which will enable the safe transfer of funds and the making of payments from accounts linked to your Card. You must memorize your PIN in order to prevent or minimize the possible misuse of the Card. 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).

Effective Date of Deposits

All deposits made, or payments or other transactions conducted via an ABM shall be effected within 24 hours after the time at which the said deposit, payment or other transaction was made or requested, subject to any applicable periods for the clearing of instruments being deposited to a Designated Bank Account.

Card Replacement

We may replace the Card once it has expired. If you need to replace the Card for any 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.

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.

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 Debit Card Account.

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.

Lost or Stolen Debit Card

You are responsible for the safekeeping of the Card and hereby undertake to verbally notify the Bank immediately if any of the following events occur and to provide details of the circumstances of the event and further, to confirm the information reported in writing within 24hrs of the occurrence of the event: (a) the Card is lost, stolen, destroyed or you suspect that someone has used it other than you (b) Someone else has access to your PIN. You shall continue to be liable for any transaction performed using the Card for a period of forty-eight (48) hours after the Bank has received written notification of the loss or theft of the Card.

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.

Cancellation and Supplementary Debit Card

The Account Holder may cancel the facility involving use of the Card upon giving the Bank 7 days written notice of such intended cancellation and such notice shall, to be effective, be accompanied by returning the Card. The Bank may also cancel this Agreement by telling you in writing. On the request of the Account Holder to whom a Card has been issued, the Bank in its absolute discretion may issue a Supplementary Debit Card and permit the selection of a new unique Access Code, subject to such terms and conditions as it may impose, for use by any person so nominated by the Cardholder on the Designated Bank Accounts. The Bank may cancel any Card at any time upon request in writing by the Cardholder and in such event the other Cardholder(s) shall remain liable for all amounts debited by them to the Designated Bank Account and/or any loss or damage that may be incurred by the Bank with respect to the use of the Card and operation of the Designated Bank Account.

Exclusion of Liability

The Bank shall not be liable for the operational failure of the Bank's ABM, or of any participating ABM, Point-of-Sale device, online transaction or for any loss or damage howsoever arising whether from criminal activity or otherwise that may be suffered by the Account Holder or Cardholder in the use of the ABM, e-Commerce/Online or Point-of-Sale devices or on or near premises housing same. The Bank shall not be liable for any unauthorized use of the Card or for any loss resulting from circumstances over which the Bank has no direct control including but not limited to the Cardholder's failure to input complete and accurate information, failure of electronic or mechanical equipment or communication lines, telephonic or other interconnection problem, operator error, log in sequences, severe weather, earthquakes, flood or other acts of God. In no event will the Bank be liable for damages in excess of an Account Holder's or Cardholder's actual loss due to the Cardholder's failure to complete a transaction and the Bank will not be liable for any indirect, incidental or consequential damages.

Contact

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