

CUSTOMER AGREEMENT

This Agreement (as may be amended from time to time) explains the terms and conditions applicable to Mobile Money and governs its use at all times. The Customer, confirms and agrees to these terms and conditions which shall take effect upon the registration of a Mobile Money Account.

1. DEFINITIONS

The following definitions relate to this Agreement:

- 1.1. "Agent" refers to any party or device, including NCB Bank tellers, connected kiosks, automatic banking machines and authorized Mobile Money Merchants that facilitate Mobile Money transactions.
- 1.2. "Customer" means the person executing this Agreement.
- 1.3. "Merchant" means any registered business entity that is authorised to engage in the sale and distribution of Mobile Money products and services and or accept Mobile Money as payment for goods & services offered.
- 1.4. "Mobile Money" means a financial services product offered by NCB which facilitates the use of mobile technologies and is described further at clause 2.
- 1.5. Mobile Money Account means the Customer's virtual Mobile Money transactional account which is an electronic stored value account created for use by the Customer or Agent. Credits, debits and charges are applied to this account. The account is primarily accessed via mobile phone.
- 1.6. "NCB" means National Commercial Bank Jamaica Limited.
- 1.7. "PIN" means a personal identification number being the secret numeric passcode chosen for secure use of (and access to) the Customer's Mobile Money Account
- 1.8. "Services" means any products and or services provided by NCB as part of Mobile Money.
- 1.9. "SMS" or short message service is a standard communication service on Mobile Phones which is used to exchange short text messages between mobile devices.
- 1.10. "Website" means the Mobile Money official web portal or its associated (WAP) site:
<https://cp.quisk.co/cp/ncbissuerprod/pinpadlogin>

2. MOBILE MONEY CONCEPT

2.1. Mobile Money facilitates users conducting financial services using mobile technology and includes doing money transfers with other registered users, pay bills, crediting and debiting their Mobile Money Account and making payments at NCB Branches and point of sale terminals of participating Merchants island-wide.

2.2 The Customer will be informed from time to time, of any additional features that may be offered by Mobile Money, and where necessary, the applicable means or requirements to activate any such features.

3. APPLICATION & REGISTRATION

3.1. A Customer must be 18 years and above to open a Mobile Money Account. The parent or guardian of a minor may open a Mobile Money Account on behalf of a minor.

3.2. The Customer is required to fill out and sign an application form to use Mobile Money. When making an on-line application, signifying acceptance of this Agreement and or the application form online has the same effect as a written signature.

3.3. NCB may decline the Customer's application at its sole discretion.

3.4 The table below outlines the KYC requirements applicable to a Mobile Money Account. If NCB already holds the information NCB may not require the Customer to provide the information again. In some cases NCB may ask for additional information for security reasons or to provide specific Services.

Name, Gender, Date of Birth, Country of birth and Nationality, Taxpayer Registration Number (TRN), Phone Number, valid photo ID card (Passport, Driver's License or National Identification)

The following additional KYC information may also be requested:
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Proof of Occupation/Line of Business , Source of Funds, and proof of address .

3.5 NCB is obliged by law to regularly update personal particulars, such as a current residential address and contact information. NCB may contact the Customer from time to time in this regard.

3.6. Where NCB collects documentation and /or KYC Information the Customer acknowledges and agrees that this information may be shared with any service provider that facilitates the Services. Where an Agent collects documentation and/or KYC Information, the Customer acknowledges and agrees that this information will be collected by the Agent and shared with NCB and any service provider that facilitates the Services.

3.7. Each Customer can have only one Mobile Money Account which is linked to only one mobile number.

3.8 The Customer must maintain an active mobile telephone number that can receive and send SMS messages.

3.9 In order to receive or gain access to the Mobile Money services, the Customer may be required to go to an authorized Agent or any NCB branch within Jamaica.

3.10 Upon registering for Mobile Money, a temporary PIN will be generated for the Mobile Money Account and sent via SMS.

3.11 NCB requires that the default PIN is changed before the first transaction is conducted and a new PIN selected. The Customer is encouraged to change the PIN periodically thereafter.

4. FEES AND OTHER CHARGES

4.1. The Customer is required to pay the fees (plus any applicable government taxes) that are applicable to transactions using a Mobile Money Account. Fees and taxes are non-refundable. Fee schedules are available on the Website and by contacting NCB Customer Care Centre. NCB reserves the right to change the fees or modify the fee structure from time to time.

4.2. Normal SMS charges or other charges for services (if applicable) may be applied by the mobile telephone operators. These charges are in addition to any fees charged by NCB;

4.3. The Customer hereby authorises NCB to debit the Mobile Money Account with the fees charges or taxes applicable to the Services from time to time.

4.4 It is the Customers responsibility to pay any taxes that apply to any transactions and are not included in the cost of the transaction. You agree to indemnify and hold NCB harmless from and against any claim arising out of the Customer's failure to do so.

4.5. Where there is insufficient value in the Mobile Money Account to cover the applicable fees for a transaction that transaction may be invalidated.

4.6 Any costs arising from a transaction or action by the Customer on a Mobile Money Account that triggers a malfunction of the system and requires a technical intervention, may be charged to the Customer.

5. TRANSACTING

5.1. The Customer accepts that the transactions effected on their Mobile Money Account are subject to such other terms and conditions as may be applicable from time to time. These are available on the Website or from NCB Customer Care Centre

5.2. While NCB will make every reasonable attempt to provide the services in accordance with its marketing and educational materials, NCB provides the Services "as is" and without any warranties.

5.3. Each transaction will be identified by a Transaction ID which is used to track and identify all transactions carried out on the Mobile Money network. This number is important for a variety of uses, including dispute resolution.

5.4 The Customer must authorise transactions with a secret PIN, which is created at registration, or by such other method as NCB may prescribe from time to time.

5.5 Once a transaction has been made final by a Customer it cannot be reversed or cancelled

5.6 When a transaction is initiated and confirmed, the Customer agrees to be bound by and pay for that transaction. The Customer acknowledges that all information provided (including inputted account or phone numbers) are accurate. 5.7 The Customer may not withdraw, transfer or make any payments that together exceed any of the per transaction or daily limits. Should an attempt be made to exceed any applicable limits, NCB reserves the right to decline the transaction. NCB may vary the limits from time to time.

5.8 All payments will be processed in Jamaican Dollars.

6. SECURITY AND UNAUTHORISED USE

6.1 The Customer acknowledges that the PIN selected acts as an authorized signature and authorizes and validates instructions given just as an actual written signature does.

6.2 The Customer should ensure that no one can see them physically inputting the PIN. The PIN should not be written anywhere. The Customer is responsible for maintaining the confidentiality of a PIN and agrees not to disclose the PIN to anyone, including any Merchant Agent or employee of NCB or anyone claiming to represent NCB or NCB Customer Care Centre or to someone giving assistance on a technical helpdesk in connection with the service. NCB employees do not need a Customer's PIN for *any* reason whatsoever.

6.3 A Customer who allows a third party to have access to a PIN does so at their own risk. Where a Customer allows a third party to have access to the PIN and the Mobile Money Account is compromised, NCB is not liable for any loss suffered by the Customer.

6.4 NCB shall not be held liable for any loss incurred by information disclosed/exchanged when carrying out an instruction from a Customer in respect of transactions between a Mobile Money Account and linked bank account, and NCB is fully indemnified and held harmless by the Customer in the same respect.

6.5 The Customer is responsible for protecting their Mobile Phone, devices or computer against computer viruses and other malware when they are used to access the Website and or their Mobile Money Account . NCB is not liable for any computer program or code, virus or malware and the Customer indemnifies NCB against any claims made in this regard.

7. STATEMENTS AND TRANSACTION RECORDS.

7.1. The Customer can use their Mobile Phone to request a balance on their Mobile Money Account or alternatively the statement can be printed on the Website.

7.2. Transactions that are over seven (7) days old cannot be queried and the Customer hereby waives the right to dispute any transactions reflected on the statement, recover any losses from unauthorized transactions reflected on the statement, or make any claim against NCB in relation to a transaction that is over 7 days old.

8. CLOSURE OR SUSPENSION OF THE MOBILE MONEY ACCOUNT

8.1. NCB may suspend, restrict or terminate the provision of these Services (in whole or in part) and or close the Mobile Money Account without any liability whatsoever under the following circumstances:

8.1.1. Upon receiving a request from the Customer at any time, NCB will close the Mobile Money Account.

8.1.2. If the Customer notifies NCB that a Mobile Phone has been lost or stolen or a PIN has been compromised, NCB will suspend or close the relevant Mobile Money Account.

8.1.3. If NCB suspects that a Customer's Mobile Money Account is being used fraudulently, negligently or for illegal activities or if NCB must do so to comply with the law, NCB may close the Mobile Money Account, restrict activity on the account or suspend access to the account.

8.1.4 If, in NCB's sole judgment, NCB's reputation and, or integrity is affected in an adverse manner by actions by the Customer.

8.1.5.If NCB believes that the Customer, is in breach of this Agreement, has provided NCB with incorrect or false information, is trying to compromise NCB's systems, is unreasonably interfering with any Services provided, is using the Mobile Money Account fraudulently or abusively, or for any other purpose in protection of NCB's interests, NCB may close the Mobile Money Account.

8.1.6. If an incorrect PIN is entered on three (3) consecutive occasions, NCB will suspend access to the Mobile Money Account. The Customer will be required to call NCB Customer Care Centre to request access following verification of identity by the customer service representative.

8.1.7. If a Mobile Money Account remains unused for a period of 180 days.

8.1.8 If NCB suspects that the mobile telephone number linked to a Mobile Money Account is not active.

8.2. NCB uses server firewalls and encryption to keep account information safe during transmission and in storage. NCB also uses automated and social measures to enhance security, such as analyzing account behaviour for fraudulent or otherwise anomalous behaviour. These may terminate or limit use of Mobile Money in response to possible signs of abuse.

8.3 The Customer may terminate this agreement and the Mobile Money Account by giving NCB notice via NCB Customer Care Centre or submission of a written letter. Upon verification, the Mobile Money Account will be suspended, updated and closed thereafter.

8.4. NCB will not be responsible for any direct, indirect, consequential or special damages arising from any act or omission by the Customer or any third party to whom the Customer is responsible, whether arising in contract, tort or statute, as a result of the account suspension or closure in accordance with this Clause.

8.5. In any case where any Mobile Money Account is closed for any reason and has a balance of funds, NCB may credit an NCB bank account or make the balance available for withdrawal at any designated NCB branch, (this will be subject to the stipulated procedures for effecting such payments).

9. FAILURE OR MALFUNCTION OF EQUIPMENT

9.1. NCB is not responsible for any loss arising from any failure, malfunction, or delay in any point of sale terminal , mobile phone network, Mobile Phones, the internet or terminals or any of its supporting or shared networks .

10. NOTICES.

10.1. The address supplied by the Customer on the application form is the address where notices may be given. Alternatively, where an email address or mobile phone number is provided on the application form, NCB is entitled to send any notice to that email address or by SMS message to that mobile number both as amended from time to time.

10.2. Any correspondence that NCB sends by post will be deemed to have arrived within seven (7) days of posting and any correspondence NCB sends email or SMS will be deemed to have arrived on the day that it was sent.

10.3. NCB is entitled to send information to the Customer via SMS to the contact mobile phone number supplied by the Customer on the application form and as amended from time to time. The address supplied by the Customer on the application form, or any other address which NCB may have for the Customer, is the address where documents in legal proceedings may be served.

10.4. NCB's address for notices is as follows:

CONTACT	Assistant General Manager – Payment Services Unit
COMPANY ADDRESS	10 OXFORD ROAD, KINGSTON 10, JAMAICA
PHONE NUMBER	1-888-622-3477
EMAIL	ncbinfo@jncb.com

11. PREVENTION OF ILLEGAL ACTIVITY

11.1. The Customer agrees and confirms that the Mobile Money Account will not be used for any illegal activity including money laundering or to violate any law related to money laundering.

11.2. The Customer consents to NCB carrying out identity and fraud prevention checks and sharing information relating to this application with the Jamaican Police or any fraud prevention, law enforcement or security agency.

11.3. The Customer consents to NCB providing details to the Jamaican Police or any fraud prevention, law enforcement or security agency, of any conduct on your Mobile Money Account that gives reasonable cause to suspect that the account is being used for improper purposes.

11.4. NCB reserves the right to use its discretion in disclosing details of any payments associated with the Customer to third parties including payment source issuers, law enforcement agencies, and/or impacted third parties.

11.5. NCB reserves the right to demand an explanation regarding any transaction where money laundering or illegal activities are suspected.

11.6 When the Customer accesses their Mobile Money Account from a computer, mobile phone, or other device, NCB may collect information from that device, including browser type, location, and IP address, as well as the pages visited .

12. DISPUTES AND REVERSALS

12.1. If it is believed that an unauthorized or otherwise problematic transaction has taken place on a Mobile Money Account, the Customer agrees to notify NCB immediately.

12.2. The Customer is responsible for and agrees to indemnify NCB for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by NCB (including costs and related expenses) caused by or arising from payments that the Customer authorized or accepted.

12.3. If the Customer enters into a transaction with a third party and has a dispute over the goods or services purchased, NCB has no liability for such goods or services.

12.4. NCB has no obligation to intervene in disputes between users concerning payments .

12.5. The Customer should resolve any dispute that it may have with the Merchant directly.. Notwithstanding any dispute between the Customer and the Merchant NCB has the right to recover the applicable fees charges and taxes for the disputed transaction.

12.6. The Customers only remedy for a technical failure or interruption of service is to request that the transaction be completed at a later time.

13. GENERAL

13.1. NCB reserves the right to, at any time, to amend the terms of this Agreement by notice.

13.2. The Customer acknowledges and agrees that this agreement will be regarded as having been entered into in Jamaica and any breach of this agreement will be considered as having taken place within the Jurisdiction of the Courts of Jamaica. This Agreement is governed by the laws of Jamaica and is subject to the exclusive jurisdiction of the Courts of Jamaica.

13.3. The Customer must notify NCB if they are under an administration order, sequestration or any other form of insolvency.

13.4. NCB will not be responsible for any indirect consequential or special damages arising from any act or omission by the Customer or any third party for whom the Customer is responsible for and whether arising in contract, statute or tort.

13.5. Any abusive and/or fraudulent usage of a Mobile Money Account and any false declaration may be punishable under the laws of Jamaica.

13.6. All copyright, trademark and other intellectual property rights used as part of the service or contained on NCB's documents are owned by NCB or its licensors. The Customer agrees that they acquire no rights thereto.

13.7 NCB may retain the details of transactions or payments made via a Mobile Money Account after the transaction is completed. This information may be shared with NCB subsidiaries or with other companies in the NCB group and may be utilized by those companies to offer products and services to the Customer. Other than as provided for in this Agreement, this information will only be made available to third parties if required by law.

13.8 A claim on the funds of a deceased/unfit customer's Mobile Money Account would be subject to provision of required documentation as required by law.

13.9 NCB and the Customer shall use their best efforts to amicably settle all disputes arising out of or in connection with the performance or interpretation of this Agreement .

13.10. The terms of this Agreement shall be in addition to and not instead of the regulations, circulars, orders, notifications, directions, or instructions issued by the Bank of Jamaica from time to time. If any part of this Agreement is found to be invalid, the rest remains effective and binding on the Customer,