

# NCB e-FINANCIAL SERVICES Terms and Conditions

**These Terms and Conditions** form part of the **NCB e-FINANCIAL SERVICES Agreement** between **National Commercial Bank Jamaica Limited** (the “**Bank**”) of 32 Trafalgar Road, Kingston 10 and the party agreeing to the NCB e-FINANCIAL SERVICES Agreement (“**you**”).

## 1 Definitions

When used herein, the following terms shall, unless the context requires otherwise, have the following meanings and include the plural as well as the singular:

“**Access Code**” means the combination of characters (which may include letters and numbers) that is needed to access the Designated Account through the Service, an ABM or Point-of-Sale Device or other means as may be defined by the Bank from time to time, and shall include any Personal Identification Number that may be needed for any of these purposes.

“**Account**” means any account held by you, whether individually or jointly with any other person, with the Bank or any other NCB subsidiary.

“**Automated Banking Machine**” or “**ABM**” means an automated banking machine operated by NCB or any other bank or financial institution participating in a network accessible using a Card issued by NCB.

“**Bank**” means National Commercial Bank Jamaica Limited.

“**Bank Card Account**” means one of your Designated Accounts which you choose as the Account from which your Card transactions and fees are to be paid.

“**Business Customer**” means any company, partnership or sole proprietorship, government or sub-department agency or corporation of government, institution, or any other entity or person conducting business operations which has subscribed to the NCB e-FINANCIAL SERVICES Agreement and been accepted by the Bank as a Business Customer.

“**Business Day**” means a day other than a Saturday, Sunday, or a day on which banks are authorized by law to be closed in Jamaica.

“**Card**” means the debit card issued by the Bank to you.

“**Cardholder**” means the authorized holder of a valid Card.

“**Designated Account**” means any Account which you have linked to NCB e-FINANCIAL SERVICES.

“**NCB**” means the Bank and all its subsidiaries from time to time or any of them.

“**NCB e-FINANCIAL SERVICES**” or “**the Services**” means the services offered by NCB pursuant to the NCB e-FINANCIAL SERVICES Agreement.

“**NCB e-FINANCIAL SERVICES Agreement**” or “**the Servi** Revised December 2023  
**Agreement**” means the NCB e-FINANCIAL SERVICES Agreement made between you the customer and NCB in relation to the NCB e-FINANCIAL SERVICES and includes the Terms and Conditions.

“**NCB e-FINANCIAL SERVICES Terms and Conditions**” or “**these Terms and Conditions**”, means these Terms and Conditions as they may be amended, varied or modified and in effect from time to time, a current version of which shall at all times be posted in full on the **NCB e-Link** website at [www.jncb.com](http://www.jncb.com).

“**Personal Customer**” means an individual or other NCB customer who has subscribed to the NCB e-FINANCIAL SERVICES Agreement and has been accepted by NCB as a Personal Customer.

“**Point-of-Sale Device**” means an electronic device used by merchants/retailers to transmit requests for authorization and settlement of transactions made by a Cardholder at a retailer’s establishment and evidenced by use of an Access Code, and “**Point-of-Sale**” shall have a corresponding meaning.

## **2 The NCB e-FINANCIAL SERVICES Agreement and the Terms and Conditions**

### **2.1 Nature and Scope of the NCB e-FINANCIAL SERVICES Agreement**

These Terms and Conditions form part of the Services Agreement and govern the use of the NCB e-FINANCIAL SERVICES.

### **2.2 Acceptance of the Terms and Conditions**

The Terms and Conditions applicable to your Services Agreement may be amended by NCB unilaterally and will change from time to time. **We will notify you of such changes by posting them on the NCB e-Link website at [www.jncb.com](http://www.jncb.com).** The changes shall take effect 14 days after the date of posting on the website or on such later date as may be specified in the notice posted on the website pursuant to applicable law.

If you designate any of your Accounts as Designated Accounts by linking them to NCB e-FINANCIAL SERVICES, if you maintain or use that link, or if you give any instruction by way of the NCB e-FINANCIAL SERVICES, benefit from any NCB e-FINANCIAL SERVICES performed on your instruction, or authorize others to give instruction on your behalf through the NCB e-FINANCIAL SERVICES, after the effective date of a change in the Terms and Conditions, you indicate your agreement with the change.

### **2.3 Relation to Other Agreements**

The Services Agreement governs the use of the NCB e-FINANCIAL SERVICES and the accessing of your Designated Account by way of the NCB e-FINANCIAL SERVICES. The Services Agreement is in addition to and not in substitution for the terms of any other agreement between NCB and you. When you transact business on any such Designated Account through the NCB e-FINANCIAL SERVICES, you do not change the agreements you already have with us for that Account. In the event of any inconsistency between the Services Agreement and any other substantive agreement between you and NCB, the substantive agreement will prevail.

## **3 NCB e-FINANCIAL SERVICES: Basic Requirements**

### **3.1 User Identification and Access Code**

To access the NCB e-FINANCIAL SERVICES, each authorized user will need one or more Access Codes. You can set up your own Access Code following NCB's acceptance of your application for NCB e-FINANCIAL SERVICES, by first calling 1-888-NCB-FIRST (622-3477) and then logging onto the **NCB e-Link** website at [www.jncb.com](http://www.jncb.com) and following the instructions. (Note however that Business Customers can only obtain Access Codes from their bank branch.) You will need separate Access Codes for accessing NCB e-FINANCIAL SERVICES using different electronic channels, namely the **NCB e-Link** website, a touchtone telephone, an ABM or a Point-of-Sale Device.

### **3.2 NCB e-FINANCIAL SERVICES System Requirements**

In order for you to use the NCB e-FINANCIAL SERVICES over the internet, you will need:

- A computer equipped with a modem
- Internet access through an internet service provider
- Internet Browser able to support 128-bit or higher encryption, such as:
  - Microsoft Internet Explorer 5.5 or later versions; or
  - Netscape Navigator 6.2.3 or later versions

In order to use NCB e-FINANCIAL SERVICES over the telephone, you will need:

- Touch-tone telephone

## **4 The NCB e-FINANCIAL SERVICES**

The NCB e-FINANCIAL SERVICES may be used to conduct a wide range of banking and other services offered by NCB as stipulated from time to time at the NCB e-Link website at [www.jncb.com](http://www.jncb.com) or any NCB branch.

## **5 Linking NCB Accounts to NCB e-FINANCIAL SERVICES**

When you first apply for the NCB e-FINANCIAL SERVICES, you will name each Account which you wish to designate as a Designated Account, linked to the NCB e-FINANCIAL SERVICES. To enjoy NCB e-FINANCIAL SERVICES, you must have at least one Designated Account which is linked to the Services. For your convenience, when you open a new Account with NCB in the future, it will be a Designated Account, linked to the NCB e-FINANCIAL SERVICES, unless you direct that it should not be linked. If you want to link or de-link Accounts in the future or have any queries about NCB e-FINANCIAL SERVICES, you should contact us in accordance with clause 22.

## **6 Transfers between Designated Accounts**

### **6.1 Generally**

Using the internet, the Card at an ABM, or a touch-tone telephone, you can transfer funds available for immediate withdrawal held in your NCB current, savings, demand deposit or money market deposit Designated Accounts to any other NCB Designated Account.

## 6.2 Timing for Debiting of Transfers

- a. Instructions to transfer available funds from one Designated Account (except as provided below in 6.2(b) in relation to transfers from a credit card Account) to another Designated Account shall be processed within 24 hours of the instruction, subject to any applicable periods for the clearing of instruments being deposited to a Designated Account.
- b. Instructions to transfer funds from a credit card Designated Account to another Designated Account are, subject to the applicable credit limit, immediately reflected in your available credit for that credit card Account and will be reflected in your statement as having occurred on that Business Day. Transfers entered before the cut-off time of 4:00 PM on a Business Day will be credited to the receiving Designated Account, and reflected in your statement as having occurred, on that Business Day. Transfers entered after that cut-off time or on a non-Business Day will be credited to the receiving Designated Account, and reflected in your statement as having been credited on the next Business Day.

## 7 Payments to Third Parties

This clause 7 relates to payments to third parties where the instructions are received via the internet, an ABM or a touch-tone telephone.

### 7.1 Payments to Third Parties: Method of Payment

Payments made through the NCB e-FINANCIAL SERVICES are processed in one of two ways:

- **Electronic Transmission** – To the extent possible, payments are made by electronic transmission. Payments made electronically are generally received by your payee within two (2) Business Days, but the actual time of the credit will depend upon the payee.
- **Cheque** – Where it is not possible to make payment electronically, payments are made by cheque to your designated payee. NCB in its sole discretion may issue either a consolidated cheque or individual cheque to the payee with an accompanying paper list which includes each customer by name, their account number to be credited and the amount of their payment. Payments made by cheque may either be hand delivered or sent by registered mail and will generally be received by your payee within five (5) Business Days of your instruction, but the actual time of receipt and credit will depend upon the payee.

Where you do not instruct NCB as to the method of payment, or where payment can be made in an alternative method which is as secure and speedy as that specified by you, NCB shall be entitled to use such method of payment as it shall reasonably deem appropriate.

### 7.2 Payments to Third Parties: Timing for Payment Requests

- a. You can direct that payments to third parties be made as a one time or recurring transaction. You can direct that a one time payment be processed by NCB on a particular day (subject to the cut-off times for payment instructions described in these Terms and Conditions), or on a future date up to 365 days into the future. Recurring payments may be scheduled to take place every week, every two weeks, every four weeks, monthly, twice a month, every two months, every three months, every six months, or yearly.

- b. Where instructions for immediate payment (as opposed to a future payment) to a third party are entered on our system before 5:00 PM on a Business Day and the payment can be made by electronic transmission, the payment may be made available to the Payee by NCB on the same Business Day.
- c. Where instructions for immediate payment (as opposed to a future payment) to a third party are entered on our system and that payment to the third party is made by cheque, the cheque will be issued and sent out to the third party by the end of the next Business Day. It should be noted however that the third party will determine when it credits payment.
- d. When you enter instructions for one or more future payments to third parties, you enter the date that you want the payment to be processed. Provided that there is available funds, the payment amount will be debited from your Designated Account on the designated date if that day is a Business Day, or if that day is not a Business Day, on the next Business Day.
- e. When NCB processes a payment, the funds will be made available to the payee in accordance with this clause 7.2. However, you should take into account that additional time will be required for the payee and/or the payee's bank to receive the payment and credit it appropriately or for the payee's bank to process it before the actual payment due date. Therefore, as a precaution, you should allow at least five (5) Business Days between the date on which NCB processes the payment and the day on which you wish the payment to be credited to the third party payee (this includes payments to NCB, its affiliates, or payees with accounts at NCB) or the actual payment due date. Please note that if you do not allow sufficient time or if the third party payee or its bank fails to act with diligence to credit the payment made available to it, you will be fully responsible for all late fees, finance charges, other action taken or charged by the third party payee and any other adverse consequences of late payment.
- f. You can verify online that payments have been processed or refer to your monthly account statement for payment details.

### **7.3 Setting up a Register of Payees**

- a. You can set up your own personal register, or list, of third party payees to whom you make payments, by selecting these from a list available through NCB e-FINANCIAL SERVICES. Where appropriate, you will need to also include the specific account held with the third party payee which you want credited. You can also set up instructions for payments to your credit card Accounts.
- b. NCB will not verify or validate account information or account numbers with third party payees. In the event that any incorrect information is provided with respect to accounts which you wish to be credited with payments, NCB shall bear no liability for any loss or damage which you may suffer as a result.

### **7.4 Limitations on Transfers and Payments**

- a. Transfers and Payments can be for any amount up to the maximum limit specified by NCB from time to time and set out on the **NCB e-Link** website ("the Maximum Limit"). If your

payment exceeds the Maximum Limit, it will not be processed. NCB shall be entitled to reduce the Maximum Limit in exceptional circumstances including, without limitation, if it perceives an actual or apparent failure of electric, electronic, hardware, software or telecommunications systems which may affect the good functioning of the NCB e-FINANCIAL SERVICES.

- b. You agree that you will instruct us to make a withdrawal only when a sufficient balance of funds available for immediate withdrawal, together with available credit under any overdraft facility, is or will be available in your Designated Account at the time of the withdrawal. If this is not the case, we may refuse to complete the transaction. In any case, we reserve the right to impose an insufficient funds or similar fee, and no further attempt will be made by NCB to issue the payment or process the transfer or payment request without new instructions to that effect.
- c. NCB is under no obligation to notify you if we do not complete a payment or transfer because there are insufficient funds in your Designated Account to process the transaction or because the amount exceeds the Maximum Limit.
- d. We reserve the right to decline to include a payee in the E-Bill services, or to restrict categories of payees to whom payments may be made using the Services. In the event that this occurs, we will advise you as soon as is reasonably possible.

## **7.5 Cancelling or Editing Future Payment and Transfer Orders**

- a. Only future dated transfers or payment instruction may be cancelled or edited after it has been entered in the NCB e-FINANCIAL SERVICES.
- b. The procedure for cancelling or editing future dated transfers or payments are described in the bill payment screens of NCB e-FINANCIAL SERVICES. Instructions to cancel or edit future dated payments must be clear and unambiguous. Scheduled payments must be cancelled prior to 5:00 PM on the Business Day before the date of the scheduled payment.
- c. If you cancel one recurring future dated payment to a third party payee, all other future dated payments to that payee will also be cancelled. If you want to reinstate a standing order for future dated recurring payments, you will need to issue new instructions to that effect.

## **8 Card**

The provisions of this clause 8 specifically govern your use of the Card issued to you.

### **8.1 What You Can Do with Your Card**

You can use your Card to perform various functions including the following:

- a. To obtain cash or make deposits at any ABM.
- b. To pay for goods, services and duties with participating and authorised merchants or other persons with a Point-of-Sale Device.

- c. To execute any of the following banking transactions at an ABM machine or using a touchtone telephone:
- Obtain balance enquiries on your Designated Accounts;
  - Make certain transfers between Designated Accounts;
- d. You can use your Access Code to do the following over a touchtone telephone:
- Pay bills from Designated Accounts to third party payees chosen from a menu, including NCB Credit Card payments.
  - Change your Access Code.
  - Establish your personal register of third party payees by selecting names from an NCB e-FINANCIAL SERVICES menu, and add or delete names from your personal register;
- e. New services available to you via the Card may be introduced from time to time. The Bank may notify you of the introduction of these new services, charges (if any) relating to them and how they may be accessed, by way of advertisements in the media and notices posted on the **NCB e-Link** website at [www.jncb.com](http://www.jncb.com) or any other mode that the Bank may deem fit. You may also obtain information on the full range of NCB e-FINANCIAL SERVICES available from time to time from your NCB branch.

## **8.2 Use of the Card**

- a. Your Card must be used together with one or more Access Codes agreed upon with NCB.

## **8.3 Card Security**

- a. You shall be liable for any transactions using the Card whether conducted by you or not and whether authorised by you or not, and you shall be liable to the Bank for any loss suffered by the Bank as a result of use of the Card.
- b. You shall take all reasonable precautions to prevent the loss, theft or destruction of the Card and you undertake to notify the Bank immediately of such loss, theft or destruction of the Card and the circumstances thereof by calling the Customer Care Centre at 1-888-NCB-FIRST (622-3477). You may also be required by the Bank to confirm the loss, theft or destruction of the Card and the circumstances thereof in writing. You shall be liable for any use of the Card and any transaction on the Account accessed by the Card for a period of forty-eight (48) hours after the Bank receives notice of loss, theft or destruction of the Card from you.

#### **8.4 Restrictions on Use of the Card**

- a. In order to use your Card, you need to choose one of your Designated Accounts as the Account from which your Card transactions and fees will be paid (“the Bank Card Designated Account”). You will need to maintain in your Bank Card Designated Account a cleared cash balance which is not less than the amount being withdrawn on any transaction, plus the amount required for all relevant charges, except where you have previously established overdraft or other credit facilities for the Bank Card Designated Account with the Bank, in which case the available balance should cover the transaction and charges.
- b. The Bank reserves the right (but is under no obligation to do so) to decline any Card transaction where both the relevant fee and the sum being withdrawn exceed the amount available in the Bank Card Designated Account at the time the transaction is executed.
- c. In the event that the Bank exercises its discretion to allow a Card transaction in an amount which exceeds the amount available in the Bank Card Designated Account and/or previously approved overdraft or credit facilities at the time the transaction is executed, you shall take immediate steps to put such Account in credit, and you will pay the Bank’s overdraft charges in relation to such extension of credit by the Bank.
- d. You shall not be entitled to withdraw any cash or make any debit transfer or payment against any cheques or other payments which have been lodged to the Bank Card Designated Account but are not yet cleared by the Bank. The Bank reserves the right (but is under no obligation to do so) to decline any such withdrawal, debit transfer or payment.
- e. The Bank may from time to time introduce (and thereafter vary) limits on the number and/or amount of transactions (including withdrawals) that may be carried out within a designated period using the Card, by a particular Cardholder, or on particular accounts. The Bank may from time to time introduce (and thereafter vary) other measures for the protection of the Bank, the Merchant, the Cardholder and/or the Customer against wrongful use of the Card. The Bank’s discretion to introduce such limits and measures shall not include any requirement so to do, and unless otherwise agreed in writing to the contrary between the Bank and the Customer, the Bank may permit transactions in excess of the limits and outside of the measures introduced, and shall not be liable to the Customer for so doing.
- f. The Card shall remain the property of the Bank at all times and you shall immediately return the Card to the Bank if requested to do so by the Bank. At the discretion of the Bank and at the direction or on behalf of the Bank, the ABM or merchant may at any time retain the Card and not return it to you.

#### **8.5 Transaction References**

- a. If requested by you, you may receive a receipt for any transaction made at an ABM or Point-of-Sale Device with the Card. On completion of each telephone transaction, you will be given a Transaction Reference Number.

## 8.6 Effective Time of Transactions

All deposits made, or payments or other transactions requested 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.

## 9 Accuracy of Information Supplied by Customer

You warrant that the information provided by you in the Services Agreement application is accurate and complete, and that all information provided by you to NCB in the future in relation to the NCB e-FINANCIAL SERVICES will be accurate and complete.

NCB shall have no liability for consequences arising from your supplying erroneous or incomplete information to NCB.

If you suspect or become aware that there is an error in the information supplied to NCB, you shall advise NCB as soon as possible. NCB will endeavour to take corrective action wherever reasonably possible.

## 10 Charges

### 10.1 Monthly Service Charge

The Bank may charge monthly service charges for the NCB e-FINANCIAL SERVICES in accordance with the Schedule of Fees set out on the **NCB e-Link** website [www.jncb.com](http://www.jncb.com).

Any monthly service charges will be assessed in arrears. We will deduct your monthly service charge for the previous month's use from the Account you designate on the fifth Business Day of each month.

### 10.2 Other Charges

The monthly service charge for NCB e-FINANCIAL SERVICES is in addition to the fees and charges that apply to each of your Designated Accounts. You should note that, depending on how you access NCB e-FINANCIAL SERVICES, you may incur additional charges, the amount of which will be contained in the Schedule of Fees appearing on the **NCB e-Link** website for:

- added self service features available through NCB e-FINANCIAL SERVICES such as stop payment requests, credit card transactions, ABM transactions, and account statement copy orders.
- an insufficient funds fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.
- research fees for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred on our part.

## 11 Service Hours

NCB e-FINANCIAL SERVICES are usually available 24 hours a day, 7 days a week, every day of the year, except during system maintenance and upgrades.

## 12 Currency Provisions

Any payment or transfer made by way of the NCB e-FINANCIAL SERVICES must be in the same currency as the Designated Account from which the payment or transfer is made.

## 13 Provisions Relating to Business Customers

The provisions of this Clause 13 relate only to NCB e-FINANCIAL SERVICES available via the internet to Business Customers. To the extent that this Clause is inconsistent with any other Clause in these Terms and Conditions, this Clause shall prevail in relation to Business Customers.

### 13.1 Authorized Persons

Business Customers must obtain their Access Codes from their Bank branch.

Business Customers shall advise the Bank in writing (i.e. by letter only signed by an authorized signatory, and in particular not by electronic communication) of those persons who are entitled to conduct banking business on behalf of the Business Customer, and any terms or conditions of that conduct, and shall, using the same method, notify the Bank of any changes to such persons.

Business Customers may designate different authorized persons for different Designated Accounts. By the use of different access options, Business Customers can give authorized persons different levels of authorization and different types of access to Designated Accounts.

### 13.2 Service Modules

In addition to the services offered through NCB e-FINANCIAL SERVICES generally, NCB e-FINANCIAL SERVICES will offer Business Customers additional Business Customer service modules indicated on the NBC e-Link website at [www.jncb.com](http://www.jncb.com) from time to time, subject to the Terms and Conditions indicated on the website. These additional Business Customer service modules may include the following:

- **File Uploading Services:**

Upload electronic files for electronic transfer of funds to or from Designated Accounts

- **Modeling and Business Planning:**

Use NCB CORPORATE e-LINK for financial modeling and as a business planning tool to determine the effect of certain variables on future business performance

### **13.3 Bulk File Upload Services**

NBC e-FINANCIAL SERVICES also offers Business Customers a bulk file upload service, by which they can upload electronic files containing debit or credit instructions relating to NCB customers. Subject to there being the necessary agreements with or instructions from the NCB customers involved, Business Customers can electronically make payments to, or receive payments from, their customers with NCB accounts.

## **14 Cancellation**

### **14.1 Cancelling Your Link to the NCB e-FINANCIAL SERVICES**

Your link of any Designated Account to NCB e-FINANCIAL SERVICES will remain in effect until the link is terminated by you or NCB. We may terminate the link of any of your Designated Accounts NCB e-FINANCIAL SERVICES for any reason, at any time. In the event that termination is not as a result of breach by you or some other reason requiring immediate termination, we will seek to give you forty-eight (48) hours' notice of termination, but we are not obliged to do so. You may cancel any link at any time by notifying us in writing (by letter only and in particular not by electronic communication) accompanied by the Card, at least 7 days in advance, of your intent to cancel, sent to the NCB e-FINANCIAL SERVICES Customer Care Centre.

If you cancel all links between your Accounts and NCB e-FINANCIAL SERVICES, so that there is no Designated Account, this will terminate only your access to NCB e-FINANCIAL SERVICES. It will not close or terminate your NCB Accounts.

If you close the Designated Account which you have designated as the Account from which NCB service charges are deducted, or if it is no longer linked to the NCB e-FINANCIAL SERVICES, all of your links to the NCB e-FINANCIAL SERVICES may end, and any unprocessed payments or transfers may be cancelled.

### **14.2 Effect of Cancellation of Your Link**

If your link to the NCB e-FINANCIAL SERVICES is cancelled, any unprocessed payments will be cancelled. NCB will cancel any scheduled payments within two (2) Business Days from the date we receive your request to discontinue the service.

### **14.3 Precautions upon Cancellation**

Upon cancellation of your link to the NCB e-FINANCIAL SERVICES, your Access Code will cease to have effect.

### **14.4 Cancellation of the Card**

The Bank may in its absolute discretion cancel, refuse to renew or replace any Card at any time without notice to you.

## **15 Security Provisions**

### **15.1 Protecting your Access Code**

You agree to keep your Access Code secure and strictly confidential and to immediately notify us and select a new Access Code if you have any reason to believe that your Access Code may have become known to any other person.

### **15.2 Contact by NCB**

No employee of NCB or participating third party Payee should contact you via e-mail or telephone requesting your Access Code. If you are contacted by anyone requesting this information, do not give this information and please contact us immediately.

### **15.3 Log Off after You Conduct Your Business**

For your protection, log off after every NCB e-FINANCIAL SERVICES internet session and close your browser to ensure confidentiality.

## **16 [Removed]**

## **17 Account Statements**

We report your NCB e-FINANCIAL SERVICES transactions on the periodic statements for all your Designated Accounts, except savings accounts for which the savings passbook or half-yearly statement is your record. A description of each transaction, including whom you paid, the date and the amount of the transaction will appear on your statement. Savings passbooks will be updated to reflect NCB e-FINANCIAL SERVICES transactions when presented at any NCB branch.

## **18 In Case of Errors or Questions about Your NCB e-FINANCIAL SERVICES Transactions**

If you believe there is an error on your statement, we must hear from you no later than 21 Days after we have issued the FIRST statement on which the problem or error appeared. When you contact us, please provide the following information:

- Your name and Account number
- Card number, if in relation to a Card transaction
- The date and dollar amount of the transaction in question
- The name of payee if the transaction in question is a third party payment
- The transaction number assigned by NCB e-FINANCIAL SERVICES, if available
- A description of the transaction you are querying
- A clear explanation as to why you believe there is an error or why you need more information.

If you first inform us verbally, we may require you to send us your complaint or question in writing or via secure E-mail within five (5) Business Days of the verbal complaint or query.

Upon receiving your complaint or query, we will investigate it. We will tell you the preliminary results of our investigation within ten (10) Business Days after we hear from you, and we will promptly correct any error on our part which we may discover. If we need more time, however, we may take up to a further forty (40) Business Days to investigate your complaint or question. If we conclude there was no error on the part of NCB, we will send you a written explanation within three (3) Business Days after we complete our investigation.

## **19 Electronic Disclosure and Consent**

You agree that we may provide you with all disclosures, advisories and other communications, about the NCB e-FINANCIAL SERVICES, including the NCB e-FINANCIAL SERVICES Agreement and the Terms and Conditions, in electronic form by way of posting on the **NCB e-Link** website at [www.incb.com](http://www.incb.com). At your request, we will provide you with a paper copy of any such documents without any fee. You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in the NCB e-FINANCIAL SERVICES. You may obtain copies of any documents we provided electronically or withdraw your consent by informing us in writing (by letter only and in particular not by electronic communication) sent to the NCB e-FINANCIAL SERVICES Customer Care Centre.

## **20 Limitation of Bank's Liability**

### **20.1 Unauthorised Use**

**NCB WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR ACCESS CODE THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.** We may suspend or cancel your Access Code even without receiving such notice from you, if we suspect your Access Code is being used in an unauthorized or fraudulent manner, although we undertake no duty to take steps to detect unauthorized or fraudulent use.

If you give or allow an unauthorized person access to your NCB e-FINANCIAL SERVICES Access Code, whether intentionally or inadvertently, you are authorizing that other person to use the NCB e-FINANCIAL SERVICES on your behalf, and you are responsible for all transactions the person performs using your Access Code.

### **20.2 Performance Limitation**

NCB will use reasonable efforts to provide reliable service in accordance with the Terms and Conditions and the service descriptions appearing on the **NCB e-Link** website from time to time. However, NCB does not warrant that its operation of NCB e-FINANCIAL SERVICES will be error free, secure, timely or uninterrupted, or that it will meet all of your customer needs.

Except as specifically provided in this Agreement, NCB disclaims all warranties as to the NCB e-FINANCIAL SERVICES including without limitation all implied warranties of merchantability and of fitness for a particular purpose, data accuracy and completeness, or warranties implied from a course of dealing or usage of trade.

The Bank shall not be liable for the operational failure of the e-FINANCIAL SERVICES, or of any participating ABM or Point-of-Sale Device or for any injury, loss or damage howsoever arising (whether from criminal activity or otherwise) that may be suffered by the Customer or Cardholder in the use of the ABM or Point-of-Sale Devices or on or near premises housing same, or in the use of the e-FINANCIAL SERVICES. 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, telephone or other interconnection problem, operator error or log in sequences. In no event will the Bank be liable for damages in excess of a Customer'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.

The Bank shall not be liable for the unavailability at any time of the e-FINANCIAL SERVICES, whatever shall be the cause of such unavailability.

The Bank shall not be responsible for goods or services purchased by the Cardholder using the Card and in all circumstances the Cardholder must honour all obligations entered into using the Card.

### **20.3 Force Majeure**

NCB shall not be liable to you for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from any cause or causes beyond its reasonable control including but not limited to industrial disturbances such as labour disputes or strikes, acts of God such as floods, lightning, hurricane or earthquake; utility, communication or transportation delays or failures; casualty, war, acts of the public enemy, riots, insurrections; embargoes or blockages; actions, restrictions, regulations, or orders of any governmental agency or subdivision thereof, or delays caused by such agencies.

### **20.4 System Security**

NCB will make reasonable efforts to ensure that the NCB e-FINANCIAL SERVICES does not contain programming code or instructions or viruses intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or hardware. Such efforts constitute NCB's sole responsibility with regard to possible contamination, and all warranties, express or implied, in that regard are hereby disclaimed.

### **20.5 Acknowledgement of Commercially Reasonable Security Procedures**

By using the NCB e-FINANCIAL SERVICES, you acknowledge and agree that you are satisfied that NCB has put in place commercially reasonable system security procedures for electronic banking transactions identity verification, protecting against unauthorized access by third parties, and protection against undisclosed programmes or extraneous code or data that may be reasonably expected to damage data, software, systems or operations. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in furtherance of these procedures.

### **20.6 Verification Procedures and Disputed Transactions**

All withdrawals and deposits, transfers, payments and other transactions made by you using NCB e-FINANCIAL SERVICES if disputed are subject to verification by two officers of the Bank, whose verification you agree shall be binding and conclusive evidence of the fact of, and actual amount involved in, any such transaction.

If you dispute the amount debited to your account in respect of a transaction with a Merchant, NCB may credit the Card Account with the amount that had been charged to the account in respect of the transaction upon the dispute being notified to NCB in a form acceptable to us and with such information regarding the dispute as we may require. If the Merchant does not agree with you in respect of the dispute, we may (a) again debit your account with the disputed amount; (b) place the disputed amount in escrow pending resolution of the dispute; or (c) allow the disputed transaction amount to remain credited in your account.

## **20.7 Right of Set Off**

You agree that NCB may at any time without prior notice to you COMBINE or CONSOLIDATE any or all of such sums of money, cash balances or part or parts thereof as may now stand or hereafter may from time to time be standing to your credit upon current account, deposit account, savings account or any other account with any or all of such sums of money or part or parts thereof as may now be or hereafter may from time to time become due or owing to NCB from or by you, either as principal or surety, and either solely or jointly with any other person, upon current account, bills of exchange or promissory notes or upon loan or any other account whatsoever, or for actual or contingent liability including all usual banking charges OR to cover any credit unauthorised by NCB or pursuant to this Agreement which may be obtained by or actually or purportedly on your behalf, whether authorised or unauthorised by you, through an ABM, Point-of-Sale Device or such other device as may be introduced by NCB; AND you further agree that NCB shall be at liberty, without any notice to or further or other consent from you, to apply or transfer any money now or at any time hereafter standing to your credit upon current account, deposit account, savings account or any other account as aforesaid in payment or in part payment of any such sums of money as may now be, or hereafter may from time to time become, due or owing to NCB from or by you as aforesaid.

## **20.8 Limitation of NCB's Liability**

NCB will not be liable for any costs, damages or expenses which may be incurred by you in relation to or consequential upon the NCB e-FINANCIAL SERVICES or the Services Agreement or by NCB acting or failing to act on your instructions except where such costs, damages or expenses are solely due to NCB's gross negligence or wilful misconduct.

## **20.9 Limitation of Remedies and Damages**

NCB's entire liability and your exclusive remedy shall be as follows:

- a. For any claim concerning performance or non-performance by NCB pursuant or in any way related to the subject matter of this Agreement, you shall be entitled to recover actual damages to the limits set forth in the following sub-paragraphs.
- b. NCB's liability for damages to you for any cause whatsoever and regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, shall be subject to the following limits:
  - If NCB fails or delays in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to

interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you cancelled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other.

- If we make a payment or transfer in an erroneous amount which exceeds the amount indicated in your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, then unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, and we shall pay you such amount within sixty (60) days of determination of our liability in this regard.
  - If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the weighted average Treasury Bill Yield, as announced by the Government of Jamaica in respect of the most recent offer of 6-month Government of Jamaica Treasury Bills for each day interest is due, computed on the basis of a 360-day year.
- c. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL NCB BE LIABLE TO YOU FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- d. No action, regardless of form, arising out of any claimed breach of this Agreement or out of transactions under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

#### **20.10 Network Regulations**

Transactions conducted on the Multilink or other networks are subject to the rules and regulations of those networks. The Bank will not be responsible for any delay in refunds or other inconveniences faced by the Customer or Cardholder arising from the rules, regulations or operations of those networks.

#### **21 Customer's Indemnity, Liability and Warranty**

You agree that you will indemnify, defend and hold harmless NCB, its directors, employees, representatives and agents against any claim, suit, action or other proceeding brought against any of them by a third party, to the extent that such claim, suit, action or other proceeding brought against any of them is based on or arises in connection with the use of the NCB e-FINANCIAL SERVICES with reference to: (i) a breach of the Services Agreement by you; (ii) any deletions, additions, insertion or alterations to, or any unauthorised use of, the NCB e-FINANCIAL SERVICES by you; (iii) any misrepresentation or breach of representation or warranty made by you in the Services Agreement; or (iv) any breach of any covenant or obligation to be performed by you under the Services Agreement. You agree to pay to NCB any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against you or

otherwise incurred by or in connection with or arising from, any such claim, suit, action or any proceeding attributable to any such claim.

In cases of joint Accounts where any one of the account holders is empowered to deal with the Accounts, all the account holders will be bound by this Agreement and will be jointly and severally liable for any e-FINANCIAL SERVICES transactions effected by one account holder.

## **22 Notices and Communications**

### **22.1 Notices**

Any payment, statement, notice, request or other communication shall be deemed to be sufficiently given if sent as follows and delivery shall be deemed to have been effected 48 hours after such payment, notice, request or other communication is sent:

- a. When sent by NCB to you by mail, external E-mail or by telephone, telephone call, text message or voice mail at your respective address, telephone number or E-mail address, specified in the Services Agreement or changed by you in accordance with these Terms and Conditions;
- b. When sent by you to NCB by secure online E-mail message sent via the **NCB e-Link** website at [www.jncb.com](http://www.jncb.com) or by letter personally delivered to the NCB e-FINANCIAL SERVICES Customer Care Centre.

### **22.2 Changing your Address, External E-mail Address and Telephone Number**

You must notify us immediately of any change in your address, E-mail address or telephone number by sending a secure E-mail via the **NCB e-Link** website at [www.jncb.com](http://www.jncb.com) or by sending notification in writing to the NCB e-FINANCIAL SERVICES Customer Service Centre.

### **22.3 NCB's Use of Mail and External E-Mail Address**

You agree that we may send notices and other communications (but not Access Codes) by mail to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that NCB will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

NCB e-FINANCIAL SERVICES may send messages relating to agreement changes and notifying you of responses to your payment inquiries to you at your external E-mail address or by telephone messaging. We may also use external E-mail or telephone messaging to notify you that you have received new bills from payees. You acknowledge that external E-mail and cellular telephones are not secure means of communication and that NCB does not use encryption or digital signatures for out-going E-mail or telephone messages.

### **22.4 Communications from You**

All instructions from you that NCB accepts and acts upon will be considered to be valid and authentic. This will be the case even if, among other things, they did not come from you, were not

properly understood by NCB (except in the event of gross negligence or willful misconduct on the part of NCB) or were different from any of your previous or later instructions.

NCB does not have to act upon any of your instructions if NCB is unsure whether they are accurate or are really from you or if NCB does not understand them. You acknowledge that entering an instruction or direction through NCB e-FINANCIAL SERVICES does not guarantee execution of such instruction or direction.

**For questions, requests regarding canceling of payments and transfers, reporting unauthorized transactions and other matters, you can contact the NCB e-FINANCIAL SERVICES Customer Care Centre in the following ways:**

- By secure online E-mail (for matters of a general nature) or using the service facilities (for financial transactions), accessed through the **NCB e-Link** website [www.jncb.com](http://www.jncb.com)
- By telephone at 1-888-NCB-FIRST (622-3477) and following the voice prompts to speak to a customer service representative.
- By letter to the NCB e-FINANCIAL SERVICES Customer Care Centre at:

NCB e-FINANCIAL SERVICES Customer Care Centre  
29 Trafalgar Road  
Kingston 10  
Jamaica, West Indies

## **23 Law and Jurisdiction; Evidence**

The NCB e-FINANCIAL SERVICES Agreement shall be governed by and enforced in accordance with the laws of Jamaica. The exclusive jurisdiction for any legal proceeding regarding or arising out of this Agreement shall be in the courts of Jamaica.

You agree that NCB shall be entitled to enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that NCB has of your communications with NCB into evidence in any legal proceeding as if it were an original document, and that such copy will be sufficient and valid proof of the information contained in it. For the protection of the parties and in order to avoid or correct misunderstandings, you understand, agree and authorize NCB, at its discretion and without further prior notice to you, to monitor and record any or all telephone conversations or electronic communications between you and NCB and any of NCB's employees or agents.

NCB's records shall be binding as the conclusive and best evidence of the transactions carried out through the NCB e-FINANCIAL SERVICES in the absence of clear proof that such records are erroneous or incomplete.

## **24 Severability and Headings**

If any provision of this Agreement should be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions and headings contained in this Agreement are for reference purposes only and do not form part of this Agreement.