

PREPAID STORED VALUE CARDHOLDER AGREEMENT

This Agreement explains the terms and conditions of the MegaBonus NCB Prepaid stored value card and governs its use at all times. Please read this Agreement carefully and retain it for your records. In this Agreement, the words “you” and “your” refer to each and all of the persons who use the prepaid stored value card issued by us. The words “NCB”, “Bank”, “We”, “Us” and “our” mean National Commercial Bank Jamaica Limited and MegaMart means Cost Club Limited T/A MegaMart Wholesale Club and its successors and assignees.

“Card” means a prepaid stored value card that can be used at MegaMart locations and other locations specified by MegaMart from time to time anywhere. Keycard Cards are accepted, subject to the terms of this Agreement and the terms and conditions of the MegaMart Wholesale Club. Interest will not be paid to you for any value credited on the card. There is no credit card, credit line, overdraft protection, or deposit account associated with the card. The value associated with the card is insured by the Jamaica Deposit Insurance Company Limited (JDIC) up to JAS600,000.00 which may change from time to time.

By accepting, retaining, using or authorising the use of the Card, you (i) represent and warrant that you are at least eighteen (18) years of age (ii) represent and warrant that all the information provided by you is true, correct and complete, (iii) accept the Card, and (iv) agree that you read and understood this Agreement and that you will be bound by and will comply with all of its terms and conditions. If you do not agree with all of these statements, you should not use the Card. You may contact NCB Customer Care Centre at 888-622-3477 to arrange for a refund. If you are under eighteen (18) years of age, your parent or legal guardian is required to grant permission by you to enter into this Agreement and shall be an applicant and shall assume all liability incurred by you in relation to the Prepaid Store Value Card issued to you by co-signing this Cardholder Agreement with you.

AVAILABILITY OF CARD VALUE

Value will be credited to the Card after the amount has been verified by us. Funds credited to the card will be delayed until we have actually received transferred value. During such delay, the value will not be available to the Cardholder.

ADDING VALUE TO THE CARD

Value will be credited to the Card subject to the limitations provided herein or as the Bank may decide from time to time. Value can only be added to the MegaBonus card by MegaMart. You may add additional value to the Card through the designated channels authorized by the Bank. You may call NCB Customer Care Centre at 888-622-3477 for these options. A fee may apply for adding value to the card. MegaMart will not be able to add value to your Card once the Card has expired. We reserve the right to accept or reject any request to add value to the Card at our sole discretion.

LIMITATIONS ON VALUE

The minimum initial amount of value that can be added to the Card is JAS500.00. The maximum amount of value that can be added cash deposits that can be made to the Card on any calendar day is limited to JAS100,000.00. The maximum amount of value that can reside on the Card at any time shall be JAS100,000.00. The Bank, in its sole discretion, may increase or decrease these minimum and/or maximum limits from time to time upon notice to you.

USING THE CARD

After the Card is issued, you may use it to purchase goods and services at MegaMart locations and other locations specified by MegaMart from time to time anywhere. Keycard Cards are accepted and to access cash at NCB ABMs subject to the terms of this Agreement. Each time you use the Card to purchase goods or services, you authorize the Bank to debit the Card. The Card is non-transferable and may be used only by the Cardholder. Furthermore, you agree that that you shall:

- not use the Card to purchase illegal goods or services,
- promptly notify us of any loss or theft of the Card, and
- use the Card only as instructed.

If the Card is used other than as permitted by this Agreement, to the extent permitted by law, the Bank may, in its discretion as an option and without waiving any of the rights, recognise the transactions and debit or credit the Card accordingly.

LIABILITY FOR OVERDRAFTS

You must have sufficient value available on the Card to complete each transaction. You may not make purchases that in aggregate exceed JAS100,000 per calendar day. If, for any reason, a transaction is processed for more than the value on the Card, you are liable for that entire amount and agree to pay any overdraft plus applicable associated fees immediately on demand. We reserve the right to automatically debit such overdrafts from any available funds present (now or in the future) on the Card or any other Card(s) you have on file at NCB.

REFUNDS

Any refund for goods or services purchased with the Card may only be made in the form of a credit to the Card. You are not entitled to receive the refund in cash.

DISPUTED TRANSACTIONS

The Bank is not responsible for the delivery, quality, safety, legality or any other aspect of goods and services purchased by you with the Card. All such disputes should be addressed to the merchant from whom the relevant goods and services were purchased.

CANCELLATION; SUSPENSION OF USE

The Bank, in its sole and absolute discretion, may limit the use of the Card. The Bank may refuse to issue a Card or may revoke the Card privileges with or without cause or notice, other than any required by applicable law. The Card, at all times, remains the property of the Bank and may be repossessed by the Bank at any time. If you would like to cancel the Card, call NCB Customer Care Centre at 888-622-3477 to do so. We may also suspend use of the Card at any time and for any reason. If we decide to cancel or suspend use of the Card, we will attempt to notify you by regular mail. Upon cancellation of the Card privileges, use of the Card must be immediately discontinued. In any situation where NCB makes a decision to cancel or suspend your card, you will be entitled to the refund of any remaining balances as provided in this Agreement unless there is a legal or regulatory requirement prohibiting such refund.

CARD EXPIRATION

You may use the Card only until the expiration date. Without limiting the generality of the foregoing, if you attempt to use the Card after the expiration date, transactions will not be processed. If there is a balance remaining on the Card upon expiration, the balance will be transferred to a new Card if we choose to issue one to you. If we choose not to issue a new Card to you or if we cancel your Card less all amounts owed in connection therewith upon expiration, subject to the “cancellation; suspension of use” clause, a cheque payable to you may be mailed to your most recent postal address as indicated in our books and records.

CREDIT INQUIRIES

You authorise the Bank to make or have made any credit, employment and investigative inquiries as the Bank deems appropriate in connection with the activation, issuance, loading, reloading or review of the Card, whether to determine fraud, misuse or otherwise.

CHANGE OF TERMS

Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of or add new terms or conditions to this Agreement. We will send notice of any such change to you by regular mail to your current address listed on the Bank's books and records. As of the effective date included in any notice, the changed or new terms will apply to the Card including, without limitation, all future transactions made using the Card. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system.

FEES AND CHARGES

We will charge you fees as outlined in the “Schedule of Rates and Charges.” All fees and charges will be deducted automatically from the Card balance at the time the fee or charge is incurred. The “Schedule of Rates and Charges” is available at any NCB Branch islandwide or by calling the NCB Customer Care Centre at 888-622-3477.

UNCLAIMED PROPERTY

If we have no record of transactions on the Card for fifteen (15) years, applicable law requires us to report the balance on the Card as unclaimed property. If this occurs, we will try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the government as unclaimed property. We may deduct Dormancy Fees as permitted by law and prescribed in the “Schedule of Fees and Charges.”

CARD INFORMATION

The current available balance on the Card and description of debits and credits thereto will be available to you as soon as practicable after the settlement of each transaction. To obtain such information, call the NCB Customer Care Centre or check NCB Internet Banking service as applicable. A charge may apply for balance inquiries requested by telephone.

STATEMENTS

Periodic statements will not be issued to you. You may request a transaction detail listing at a cost to you.

CONTACT INFORMATION

If you have questions regarding the Card, you may call the NCB Customer Care Centre at 888-622-3477 or write to National Commercial Bank Jamaica Limited, 10 Oxford Road, Kingston 5, Jamaica W.I.

CHANGE OF ADDRESS

If your postal address changes, you must notify the NCB Customer Care Centre at 888-622-3477 immediately. Failure to do so may result in information regarding the Card being mailed to the wrong person or your transactions being declined at the point-of-sale. In such event, we shall not be responsible for any resulting misuse of value on the card. Any notice given by the Bank shall be deemed given to you if mailed to you at the last postal address for the Card furnished by you to the Bank.

INFORMATION TO THIRD PARTIES

We will disclose personally identifiable information to third parties about the Card or the transactions you make:

- where it is necessary for completing transactions;
 - in order to verify the existence and condition of the Card for a third party;
 - in order to comply with government agency or court orders;
 - to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, enabling them to perform those services;
 - in order to prevent or investigate possible illegal activity; or
 - in order to issue authorisations for transactions on the Card
- g) to MegaMart upon their demand

KEEPING YOUR CARD SAFE

The Bank will not be responsible for resulting misuse if the cardholder fails to keep the card safe. You must do all that you reasonably can to keep the card safe. You must never allow anyone else to use your card or disclose your Personal Identification Number (PIN) to anyone.

LIABILITY FOR AUTHORISE USERS

The Card may not be transferred or used by anyone other than the cardholder. If you authorise another person to use the Card, you agree that you will be liable for all transactions arising from the use of the Card by said person.

LOST OR STOLEN CARDS

Lost or stolen cards must be reported immediately to us by calling the NCB Customer Care Centre at 888-622-3477. We are not responsible for lost or stolen Cards or any unauthorised transactions made with the Card. You agree to give the notice described in the section entitled “Notice in Event of Unauthorised Transfer” if the Card is lost or stolen and you should do so immediately to minimise your possible losses. Your card may be replaced at a cost to you.

LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from the Card on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- if, through no fault of ours, you do not have enough value on the Card to complete the transaction;
- if either your computer system or the Bank's computer system was not working properly;
- if a merchant refuses to honour the Card;
- if circumstances beyond our control (such as fire, flood, hurricane, natural disaster, civil unrest or national emergency) prevent the transactions, despite reasonable precautions that we have taken;
- if you attempt to use a Card that has not been properly activated;
- if a third party where the Card was loaded did not properly transmit information to the Bank; or
- if there are other exceptions stated in our Agreement with you.

IN CASE OF ERRORS OR QUESTIONS ABOUT CARD TRANSACTIONS

Please contact the NCB Customer Care Centre as soon as you can by calling 888-622-3477. If you tell us orally, we may require that you send us your complaint or query in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly, where applicable. If we need more time, however, we may take up to forty-five days to investigate your complaint or question. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit the Card. We will tell you the results within three (3) business days after completing our investigation and we will correct any error promptly. If we decide that there was not an error, we will send you a written explanation.

NOTICE IN EVENT OF UNAUTHORISED TRANSFER

If you believe the Card has been lost or stolen or that someone has transferred or may transfer value from the Card without authorisation, call the NCB Customer Care Centre at 888-622-3477.

SHARING OF INFORMATION

In order to assist NCB and its subsidiaries in providing you with accurate and up-to-date services, you agree to the sharing of the information set out in the Application with all our subsidiaries and you waive your right to confidentiality in that regard. You agree that NCB may use the information in the Application in order to augment and update information currently held by each of our subsidiaries.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understanding or agreements with respect to such subject matter.

SECTION HEADINGS

Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement.

DISCLAIMER OF WARRANTIES

Except as expressly otherwise required by this Agreement, we make no representations or warranties of any kind to you, whether expressed or implied, regarding the card, customer service functions or any other subject matter of this agreement, including, without limitation any implied warranties of merchant ability or fitness for a particular purpose.

LIMITED LIABILITY

Except as otherwise expressly required by this Agreement or applicable law, we will not be liable to you for performing or failing to perform any obligation under this Agreement unless we have acted in bad faith. Without limiting the generality of the foregoing, we will not be liable to you for delays or mistakes resulting from any circumstances beyond our control, including, without limitation, acts of governmental authorities, national emergencies, insurrection, war, riots, failure of merchants to honour the card, failure of the bank to provide any goods or services, failure of merchants to perform or provide services, failure of communication systems, or failures of or difficulties with our equipment or systems. We will not be liable to you for any delay, failure or malfunction attributable to your equipment, any internet service, any payment system or any customer service function. In the event that we are held liable to you, you will only be entitled to recover any indirect, consequential, exemplary or special damages (whether in contract, tort or otherwise), even if you have advised us of the possibility of such damages.

TERMINATION

We may suspend or terminate this Agreement at any time for any reason with or without notice to you. You may terminate this Agreement at any time by notifying us in writing that you are cancelling your account.

NCB E-FINANCIAL SERVICES

With your Prepaid Stored Value Card, you will be entitled to access our e-financial services for the purpose of viewing and conducting transactions relating to your Prepaid Stored Value Card.

GOVERNING LAWS

This Agreement is made in Jamaica and is governed by the Laws of Jamaica.