

TERMS AND CONDITIONS

1. INTRODUCTION

1.1. The JMMBMTL money transfer service ("*Service*") is provided by JMMB Money Transfer Limited, ("*we*" or "*us*") through a network of agents, authorised delegates or other permitted entities including Mastercard ("*Agent*"). These Terms and Conditions constitute the entire agreement ("*Agreement*") between us with you, the individual sender of the Service ("*you*" or "*Sender*"). References to JMMB Money Transfer Limited includes its successors, affiliates, and assignees.

1.2. In this Agreement: "*Money Transfer*" means the electronic money transfer using our Service to another country; "*Portal*" means any app, website, interface or other digital portal we provide from time to time to enable you to use our Service under the Agreement; and "*Website*" means our public website.

1.3. This Agreement and the Service allow you to send a money transfer to the Recipient and allows them to receive into their bank account. These Terms and Conditions apply to Serviced conducted through the Portal, unless we say otherwise.

1.4. By completing and consenting to the information required to make a money transfer ("*Transfer Request*") and by accepting these Terms and Conditions, the Sender instructs us to execute a specific Money Transfer. Every individual Transfer Request constitutes a separate agreement between us and the Sender which is limited to the execution of a specific Money Transfer. At no moment in time is a framework agreement concluded between yourself and us which obligates us to execute individual and subsequent Transfer Requests.

1.5. We do not offer the Service in all countries. You can call us, visit our Website or ask an Agent to find out the availability of our Service.

1.6. You may be presented with one or more methods of payments for example, bank transfer, credit cards or debit cards which may depend on a number of factors. We cannot guarantee the use of any method of upload and may change or stop offering a method of upload at any time without notice to you.

1.7. Any payment instrument (for example, the credit card or debit card) you use with your chosen method of payment must be in your name as the sender.

1.8. If your Transfer Request is received by us after the cut off time that we specify, your payment order will be deemed received on the following Business Day.

1.9. You need to provide us with sufficient funds before we can process your Transfer Request.

1.10. The estimated completion time of your Transfer Request is notified to you when you complete the setup of your Transfer Request. Verification checks may increase the time for processing your Transfer Request.

1.11. We will use reasonable efforts to ensure that the funds arrive in the Recipient's bank account within the timelines notified to you. We do not have any control over the time it may take for the Recipient's bank or payment provider to credit and make available funds to the Recipient.

2. CHARGES AND CURRENCY EXCHANGE

2.1. Information explaining how we charge the Sender for making a money transfer is available on our Website and is shown to the Sender prior to completion of the Transfer Request. The Sender shall bear all fees due to complete the money transfer. In certain cases money transfer payments may be subject to local taxes and service charges.

2.2. You can only send money in a certain currency or currencies. We will tell you whether a payout currency is available in the receive country and (if different to the currency in which you pay us) what exchange rate will apply. Your chosen currency, the agreed exchange rate and the converted amount will be stated in the Transfer Request.

3. RESTRICTIONS ON TRANSFERS

There are limits on the amount you are able to send. These limits are stated on our Website and may change from time to time. We may refuse to send the money or allow it to be collected if we reasonably believe that: (a) by doing so we might break any law, regulation, code or other duty that applies to us; (b) doing so may expose us to action from any government or regulator; or (c) it may be linked with fraudulent or illegal activity.

4. CANCELLING AND REFUNDING A TRANSFER

You do not have a right to cancel the Money Transfer. We may nevertheless be able to cancel it before the Recipient collects or receives the money. If you wish to cancel the Money Transfer and request a refund of the Transfer amount, you make a Cancellation Request through our Portal provided the feature is available by selecting the "Contact us" icon. Your funds less ACH fees will be transferred to the bank account in your name. We aim to process such requests promptly but in any case within 30 days. You cannot cancel your Transfer Request once your funds have been converted into the target currency you requested.

5. ADDITIONAL CONDITIONS FOR CASH TO ACCOUNT TRANSFERS

5.1. We will send the money to the account you specify in the Transfer Request.

5.2. The Recipient's account provider may apply its own charges to the Transfer, which do not involve us.

5.3. If you ask us to send money to an account and the Transfer was not made properly or never arrived, we will promptly refund your money and our fee - unless we can show that the account provider received the money or that there was a mistake in the Recipient's account details that you gave us.

6. OUR LIABILITY

6.1. We will not be liable to you if we break this Agreement due to: (i) abnormal and unforeseeable circumstances outside our control where we could not avoid breaking this Agreement despite reasonable efforts to the contrary – this may include, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures;

or (ii) our obligations under Jamaican or other applicable laws which we may be subject to.

6.2. We are not liable to you for more than the amount of money you send and our fee. We will not be liable for any incidental, indirect, special or consequential losses or costs you suffer or, as this Agreement is made with you as a consumer, any business losses or costs (such as loss of business profits or opportunities).

6.3. Our Service is for persons 18 years and over and may not be used for escrow or trust or gambling purposes, or other prohibited activities specified by the JMMB Group from time to time and may only be used for a lawful purpose. If you ask us to pay someone who turns out to have defrauded you, or who fails to meet their obligations to you, we will not be liable as a result.

6.4. Notwithstanding any prior agreement to initiate a Money Transfer, we are under no obligation towards you to initiate or execute a Money Transfer if: (a) we are unable to obtain sufficient evidence of your identity; (b) we have reason to believe that the transaction information is incorrect, unauthorised or forged; or (c) you have provided us with wrong or incomplete information or we do not receive your transaction information in a timely manner in order to effect the timely execution of the requested Money Transfer. We do not assume any liability for damages caused from the non-payment or late payment of a Money Transfer to a Recipient or if the Service fails to execute a transaction by reason of any of matters set out at (a) to (c).

7. OTHER TERMS

7.1. We will report Money Transfers to any government authorities if we are required to do so by law.

7.2. The Money Transfer and use of our Service does not involve you or the Recipient having a “deposit” or an account with us.

8. DATA PRIVACY

This clause applies to personal information we collect about you and the Recipient. The information we collect and use, depend on the product or service you have with us, including but not limited to, contact information and identification information. We may share the information we collect from you with third-parties, including affiliated companies, to process your transactions, detect and prevent fraud and other illegal activities, such as money laundering activities, to cooperate with criminal or government investigations, in accordance to applicable laws or in contemplation or furtherance of clause 16. In addition, the personal information we collect may be transferred outside the country of collection for international transfers and for processing. For details on our privacy practices and your rights, please visit <https://jm.jmb.com/privacy-policy>.

9. CONTACT DETAILS AND CUSTOMER SERVICE INFORMATION

We are committed to ensuring that you receive high quality service from us. In the event that you are dissatisfied with our Service or believe an error has occurred with your Transfer, please contact us as soon as possible. For full details of our complaints procedure or consumer protection advice, or to

submit a complaint, you can (a) write an email to jmmbmoneytransfer@jmb.com; or (c) write to us at JMMB Money Transfer Limited | 6 Houghton Terrace | Kingston 10

10. PROHIBITED TRANSACTIONS

Applicable law prohibits us from doing business with certain individuals or countries. We are required to screen all Transfer Requests against lists of names provided by the governments of the countries and territories in which we do business, including the United Nations Security Council Consolidated List, US Treasury Department’s Office of Foreign Assets Control (OFAC) and the European Union. If a potential match is identified, we will seek to determine if the name matched is indeed the individual on the relevant list. For this purpose, we are entitled to request from the Sender or the designated Recipient additional details and proof of identification which may cause the Transaction to be delayed.

11. PASSWORD AND SECURITY

Prior to the first Transfer Request you may be asked to provide a password and a valid e-mail address as your username. The password and the username must not be used by any other person than yourself. You consent to notifying us immediately of any unauthorised use of your password or of your username or of any other breach of security.

12. DUE DILIGENCE

We are required by law to carry out all necessary security and customer due diligence checks on you (including any parties involved in your transaction for example, your Recipient) in order to provide any Service to you. You agree to comply with any request from us for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports. If you fail to provide the requested information we may cancel any Transfer Request.

13. REFUSAL OF SERVICE

13.1. We have the right to refuse to provide the Service to you either partially or in full if such use constitutes a violation against our policy (including policies aimed at preventing fraud, money laundering or financing terrorism) and/or against applicable law, a court order or requirements of a regulatory or government authority or any other body having jurisdiction over us or, if we consider such a step necessary to protect our own interests. If we refused to provide the Service (partially or in full) to you for any of the above reasons, we will notify you accordingly.

13.2. We are entitled to either partially or fully cease operating the Website or the Service at any time. If the services provided on the Website or the Portal should be interrupted for whatever reason (whether by us, a third-party provider or in any other manner), we will endeavour take adequate measures to keep the duration of this interruption as short as possible.

14. TERMINATION OR SUSPENSION

14.1. We may end this Agreement by giving you notice of 14 business days.

14.2. We may suspend our Service without notice and/or end this Agreement without notice if: (a) you breach any provision of this Agreement or documents referred to in this Agreement; (b) we are requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency; (c) we have reason to believe you are in breach of any applicable law or regulation; or (d) we have reason to believe you are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity.

14.3. We may suspend our Service or restrict its functionality for security reasons or suspected unauthorised or fraudulent use.

14.4. We will give you notice of suspension where possible. We will give you notice of any suspension or restriction and the reasons for such suspension or restriction as soon as we can, either before the suspension or restriction is put in place, or immediately after, unless notifying you would be unlawful or compromise our reasonable security measures. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

14.5. You cannot use the Portal if this Agreement ends. On termination for any reason all rights granted to you in connection with the Portal will end.

15. AMENDMENTS

15.1. We may change this Agreement by giving one (1) month notice on our Portal or the Website or otherwise as we see fit. If we do this, you can terminate this Agreement and cease the use of the Service. If you continue using the Service after any such change takes effect, you will be considered as having accepted the proposed changes and they will apply to you from the effective date.

16. TRANSFER

We may transfer this Agreement to someone else. You may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights and obligations under this Agreement. We reserve the right to transfer, assign or novate this Agreement or any right or obligation under this Agreement at any time without your consent.

17. SEVERABILITY

Each of the paragraphs of this Agreement operates separately. If a court finds part of this Agreement illegal, the rest will continue in force.

18. NO WAIVER

Even if we delay in enforcing this Agreement, we can still enforce it later. If we delay in asking you to do certain things or in taking action, it will not prevent us taking steps against you at a later date.

19. ENTIRE AGREEMENT

This Agreement supersedes and extinguishes any other previous agreements between us, whether written or oral, relating to its subject matter.

20. GOVERNING LAW

This Agreement is governed by the laws of Jamaica. Any dispute between you and us in connection with Agreement may be brought in the courts of Jamaica.

21. USE OF THE PORTAL

We grant you a non-transferable, non-exclusive licence to use the Portal, subject to the terms of your Agreement with us as may be amended from time to time. We reserve all other rights.

22. ELECTRONIC COMMUNICATIONS

The Agreement will be entered into electronically, and the following categories of information ("*Communications*") may be provided by electronic means: (a) our Agreement with you and any amendments, modifications or supplements to it; (b) your records (e.g. of transactions) using the Portal; (c) any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by law; (d) any customer service communications, including without limitation communications with respect to claims of error or unauthorised use of the Services or our Website; and (e) any other communication related to our Portal, the Website, or our Service.