



**PREPAID CARDHOLDER AGREEMENT**  
(non-reloadable)

**FLOW JAMAICA PROMOTION**



## JMMB BANK PREPAID CARDHOLDER AGREEMENT (NON-RELOADABLE)

THE SIGNING, REGISTRATION OR USE OF THIS JMMB BANK (JAMAICA) LIMITED PREPAID CARD BY THE CARDHOLDER MEANS THAT THE CARDHOLDER HAS RECEIVED AND READ THIS AGREEMENT AND AGREES TO AND ACCEPTS ALL OF ITS TERMS WHICH ARE BINDING ON THE CARDHOLDER. THE USE OF THE CARD IS GOVERNED AT ALL TIMES BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

1. In this Agreement:
  - (a) The “Bank” means JMMB Bank (Jamaica) Limited, its Assignees and Successors in title.
  - (b) “Cardholder” means the person to whom use of a Card is issued by the Bank.
  - (c) “Card” means a Visa Prepaid Card or any other prepaid card issued by JMMB Bank (Jamaica) Limited
  - (d) “Merchant” means any Corporation, Firm, or individual who has agreed to honor the Card upon presentation by the Cardholder.
  - (e) “PIN” means the Personal Identification Number of the Cardholder for the Card.
  - (f) “Transaction” means the purchase of goods or the obtaining of services against use of the Card, the Card number or in any manner authorized by the Cardholder for debit to the Card or the utilizing of any services made available to the Cardholder by the Bank from time to time in respect of the Card.
2. The Card must be activated and signed by the Cardholder immediately upon receipt. By activating the Card, the cardholder agrees to the terms and conditions set out in this Agreement.
3. The Card may only be used:
  - (a) by the Cardholder after it has been activated and signed.
  - (b) subject to the terms of this Agreement and any other conditions of use of the Card which are in force at the time of the use of the Card.
  - (c) for Transactions within the available balance of the Card.
  - (d) to obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card.
  - (e) subject to the rights of the Bank to, in its absolute discretion and without prior notice, at any time to cancel, refuse or re-issue, renew or replace the Card or to withdraw the right to use the Card for, or to refuse any request for authorization of any particular Transaction(s) and to publish any such refusal or withdrawal.
4. The Card, the Card balance or any other record relating to the Card:
  - (a) is not a deposit with the Bank
  - (b) does not constitute evidence of indebtedness or liability by the Bank to the Cardholder, except to honour transactions initiated with the Card;
  - (c) there is no interest payable to the Cardholder on any Card balance;
  - (d) is insured by Jamaica Deposit Insurance Company Limited (JDIC) to the maximum limit provided by JDIC.
5. The Card will be valid for one (1) year from the date of issue, which appears on the face of the card.
6. No Card may be used after its expiry date.
7. The Cardholder shall have no claims to any unused funds remaining on the Card after its expiry date.
8. The Card is non-reloadable. Value may not be added to the Card.
9. The Bank may, at its discretion, set and change the minimum and/or maximum values that may reside on any Card.

10. The card may be used for purchases at Point of Sale Terminals (POS) and on any ecommerce platform over any period, e.g. daily or monthly specified by the Bank.
11. The card may not be used at any Automatic Teller Machine (ATM).
12. The Bank will debit the Card with the amount of all Transactions and any other liabilities that the Cardholder may incur with respect to Transactions, and any loss incurred by the Bank arising from the unauthorized use of the Card. The Cardholder will be liable to pay to the Bank all amounts so debited whether or not a sales voucher is signed by the Cardholder.
13. The Bank is authorized to debit the Card with all charges pertaining to the acquisition of the Card, and/or its renewal and/or its replacement in the event of loss/theft/damage/compromise.
14. The Bank will charge the Cardholder fees as outlined in its schedule of fees which are available on JMMB Bank (Jamaica) Limited's website and in each branch. The fees may be amended by the Bank from time to time. All fees and charges will be deducted automatically from the Card balance.
15. Whenever the Card is used to make a purchase or to obtain services the Cardholder shall sign a Sales Voucher, but if this is not done, the Cardholder will nevertheless remain liable for all amounts debited to the Card with respect to these Transactions.
16. If a Merchant issues a refund voucher in respect of a Transaction, the Bank will credit the Card with the refund when it receives the refund voucher or other similar refund verification acceptable to the Bank.
17. The Bank will not be liable in any way if the Card is not honored by a third party or for any retention of the Card by the Bank, any other financial institution, or any seller of goods or services.
18. Neither the Card nor the Card number must be used for any illegal, improper or unlawful purpose. The Bank may, in its sole discretion, prevent the use of the Card or the Card number from being used for certain types of transactions.
19. The Card remains the property of the Bank at all times and must be returned by the Cardholder to the Bank, or any other person acting for the Bank, at the request of the Bank.
20. The Bank may at any time and without notice, cancel or suspend the right to use the Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace the Card, without in any case affecting the Cardholder's obligations to the Bank, which shall continue in force.
21. The Cardholder shall exercise all possible care to ensure the safety of the Card and will prevent the PIN from becoming known to any person. The Cardholder will not disclose the Card number to any third party except for the purpose of a Transaction or when reporting the actual loss or theft of or damage to the card.
22. If the card is lost, stolen or for any other reason liable to misuse or if the PIN is disclosed in breach of the terms of this Agreement, the Cardholder must immediately notify the Bank or any branch of the Bank. If this notification is given orally, it shall not take effect unless and until confirmed by the Cardholder in writing or by fax to the Bank within 3 business days. The Bank reserves the right to chargeback any transactions should the written instructions not be received within the 3 business days. After the Bank has received such written notice, the Cardholder's liability for any subsequent misuse of the Card other than by the Cardholder will cease.
23. The Cardholder will give to the Bank all of the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of a missing Card. In the event of any such loss, theft or misuse being suspected the Bank may provide the Police or other pertinent authority with any information it considers relevant whether relative to the Cardholder or otherwise.

24. The Bank may in its sole discretion re-activate a lost Card conditional upon the circumstances of which it was recovered and provided the customer agrees in writing to indemnify the Bank for all claims, losses and damages which may occur upon re-activation.
25. The Bank shall not be liable if it is unable to perform its obligations due directly or indirectly to the failure of any machine, data processing system or transmission link or to industrial dispute or to any cause outside the control of the Bank, its agents, servants or sub-contractors.
26. Any notice to the Cardholder shall be sent by (i) pre-paid post to the address given in the Card application or the address subsequently notified to the Bank and shall be deemed to have been delivered 48 hours after the date of posting and/or (ii) by electronic transmission to the email address given in the Card application or the address subsequently notified to the Bank.
27. A card replacement fee will be charged in respect of each new Card issued due to it being lost/stolen/damaged/compromised.
28. The Bank may vary this Agreement or these conditions at any time in its sole discretion whether or not a similar amendment is made of the Agreement and/or conditions with any other Cardholders provided that at least 15 days' prior notice of any such changes is given to the Cardholder and a variation so notified shall be binding upon the Cardholder.
29.
  - (a) The Cardholder may terminate this Agreement by written notice to the Bank but such termination shall only be effective when such notice and all Cards issued to the Principal cardholder have been returned to the Bank.
  - (b) The Bank may terminate this Agreement at any time without notice and thereupon cancel or refuse to renew the Card issued to the Cardholder.
  - (c) The Bank may also suspend the use of the Card in the event of any breach of the terms of this Agreement by the Cardholder.
  - (d) Unless and until termination takes place as provided for in this Agreement, the Bank will provide a new Card from time to time.
30. Any and all disputes between a Cardholder and Merchant in respect of any Transaction shall be resolved by and between the Cardholder and the Merchant. In the case of such disputes, the Bank shall remain fully indemnified by the Cardholder in respect of all claims arising therefrom whether by the Merchant or any third party.
31. The Cardholder shall immediately notify the Bank in writing of any change of name or address.
32. The Bank may disclose personally identifiable information to third parties about the Card or the Transactions in the following circumstances:
  - (a) where it is necessary for completing Transactions;
  - (b) to verify the existence and condition of the Card with a third party;
  - (c) to comply with law or regulatory direction or guidance;
  - (d) to service providers who process data, manage records, do collection or similar services for the Bank;
  - (e) to prevent or investigate any possible illegal or improper activity;
  - (f) to protect the Bank's interest where the Bank, in its sole discretion, deems it necessary or desirable;or
  - (g) to issue authorizations for Transactions.The Bank may also share the Cardholder's information with its affiliated companies in order to provide the Cardholder with accurate and up-to-date services and to update any information currently held by the Bank's affiliated companies and also to determine the Cardholder's eligibility for products and services offered by the Bank and its affiliated companies and to help the Bank to better understand the current and future financial needs of the Cardholder.

33. The Bank shall not have any liability to the Cardholder for performing or failing to perform any obligation under this Agreement unless it has acted in bad faith, such liability including but not limited to liability for delays or mistakes resulting from any circumstances beyond the Bank's control. In the event the Bank is liable to the Cardholder, the Cardholder shall not be entitled to recover any indirect, consequential, exemplary or special damages whatsoever, even if the Cardholder advised the Bank of the possibility of such damages.
34. This Agreement shall be governed by the laws of Jamaica.
35. If any part of this Agreement is found to be invalid, the rest remains effective.
36. Any international Card shall be so designated by the Bank and:
  - (a) Its use will be at all times subject to any statutory restrictions/regulations which may be imposed from time to time by the Bank of Jamaica (BOJ) or any other governmental or other Authority.
  - (b) The amount of any Transaction in a currency other than Jamaican Dollars will be converted to United States Dollars at a rate of exchange determined by the Bank for the date when the Transaction is debited to the Card.
37. Where the Cardholder maintains any account(s) with the Bank, the Bank has the right at any time without notice to set off or transfer any sum standing to the credit of the Cardholder, in or towards satisfaction of the liabilities of the Cardholder under this Agreement whether the accounts are maintained in Jamaican Dollars or in any other currency, alone or jointly with others.