

1. INTRODUCTION

- 1.1 These Terms are a legally binding agreement between you and Cave Shepherd Card (Barbados) Inc. ("Cave Shepherd Card") for your use of the App and its Services.
- 1.2 Cave Shepherd Card licences the use of the App and the Services to you upon these Terms and Conditions (the "Terms"). We do not sell the App and the Services to you under these Terms and we remain the owner of the App and the Services at all times.
- 1.3 The use of the App and the Services require a compatible smartphone and compatible operating systems, such as iOS and/or Android that enables internet access ("Eligible Mobile Device").
- 1.4 If the Eligible Mobile Device does not belong to you, by accepting these terms, you confirm that you have obtained permission from the owner of the Eligible Mobile Device to download or install a copy of the App and the Services onto the Eligible Mobile Device.
- 1.5 The App is not targeted at persons under the age of 18. We encourage parents to supervise their child's use of the internet as we will not be held liable for any financial loss or damage as a result of the use of the App and/or the Services by persons under the age of 18.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Terms

"Access Code" means the personal identification number, which the Customer must provide to identify himself when accessing the App and/or the Services

"Account" means the Customer's registered Cave Shepherd Card Account

"Account Transactions" or **"Transactions"** are the financial transactions that a Customer are permitted to conduct pursuant to the general terms and conditions of Cave Shepherd Card (Barbados) Inc. Cardholder Agreement.

"App" means the Payce Digital Mobile Application and associated media made available by Cave Shepherd to Users with compatible mobile devices for the provision of Account access and selected Account Transactions.

"Cave Shepherd Card" or **"we"** or **"us"** or **"our"** means Cave Shepherd Card (Barbados) Inc.

"Customer" means a registered Cave Shepherd Card Account Holder

"Services" mean the App together with its related services and functionalities provided by Cave Shepherd Card as specified in these Terms

"User" or **"you"** means a Customer who accepts installation of the App and the Services on his Eligible Mobile Device

2.2 *References to the singular include the plural and vice versa and words importing the masculine shall include the feminine.*

3. ACCEPTANCE OF THE TERMS

- 3.1 By using the App and the Services, Users agree to be bound by these terms and conditions of the App (the "Terms").
- 3.2 Use of the App and the Services is further subject to the Payce Digital Privacy Policy and the general Cave Shepherd Card (Barbados) Inc. Cardholder Agreement.



4. MINIMUM SYSTEM REQUIREMENTS

- 4.1 The App and the Services will only work on Eligible Mobile Devices and certain functionalities will only work if your Eligible Mobile Device is connected to the internet. Cave Shepherd Card does not endorse or make any representation or warranty of any kind regarding the performance or operation of such Eligible Mobile Device.
- 4.2 You are responsible for the selection of an Eligible Mobile Device and for its operation, performance and associated costs with your internet service provider in utilising the App and the Services.
- 4.3 For the avoidance of doubt there is no contractual relationship between Cave Shepherd Card and your internet service provider and/or your mobile or wireless carrier as it relates to the App.

5. YOUR USE OF THE APP AND THE SERVICES

- 5.1 You must comply with these Terms as they apply to your use of the Account. Any violation of these Terms and those under the Cave Shepherd Card (Barbados) Inc. Cardholder Agreement may result in the termination of your access to the App and the Services as well as your Account.
- 5.2 You must meet and comply at all times with the technical and security requirements that Cave Shepherd Card establishes with respect to the App and the Services. These requirements may be modified from time to time.
- 5.3 You may only use the App and the Services for your own personal use. You must not send it to anyone else or copy or modify any part of it in any way.
- 5.4 You must not attempt to extract any source code from the App and/or the Services, disassemble it or make any derivative versions, or attempt to interrupt or decipher the transmissions between the App and our systems.

- 5.5 You must not use the App for any of the following purposes:
 - (a) anything unlawful or illegal or which is fraudulent or malicious or which promotes any criminal activity or provides information about the same;
 - (b) interfering in any way with any other user of the App and the Services; and/or
 - (c) knowingly introducing viruses or other malicious or harmful material or using it in connection with unsolicited communications.
- 5.6 You must not use the App in a way that may damage or impair the App and the Services or our underlying systems and security.
- 5.7 As the App facilitates Transactions and credit transfers, security is of paramount importance. You must keep your Eligible Mobile Device secure and properly close the App after each use. You must ensure that any security details, Transaction and account information and all other information that you provide to us via the App or otherwise is complete, accurate and up to date.
- 5.8 For the avoidance of doubt you must always keep your Payce Digital Visa branded Card number, password, access code and security code (CVV) and answers to any online security questions (personal verification questions) you have chosen that allow you to sign into the App, confidential. It is not recommended that you divulge this information to anyone – including family members, friends, employees, accountants or anyone else. Do not write this information down or keep a poorly disguised record of it or keep it together with your Payce Digital Visa branded Card or save this information on your mobile device.
- 5.9 You must notify us in the event of loss, theft, misuse or compromise of your Payce Digital Visa branded Card or Account, Password, Access Code or the App and the Services.



6. TRANSACTIONS USING THE APP AND THE SERVICES

- 6.1 Some Transactions initiated using the App and the Services may constitute credit funds transfers as may be defined by law and/or regulations. Instructions for reporting unauthorized electronic transfers are provided with each periodic statement for your Account. You may receive information about and/or make transfers between accounts that are linked to your Account. You may only make bill or merchant payments to payees that are included in the Mobile App Merchant Directory which shall be amended from time to time and/or to other personal payees. You may also make other transfers to persons using services as described in the App. The standard limitations on transfers and bill payments apply to transactions made through the App and the Services are fully explained on the Cave Shepherd website.

7. OUR RESPONSIBILITIES TO YOU

- 7.1 While we will endeavour to ensure that the App and/or the Services is normally available 24 hours a day, we shall not be liable if for any reason the App and/or the Services is not available at any time or for any period.
- 7.2 Access to the App and/or the Services may be suspended temporarily from time to time and without notice in the case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary. For the avoidance of doubt, we shall not be liable for any loss or liability which may be suffered or incurred by you as a result of any suspension of, or interruption to, the operation of the App and/or the Services.
- 7.3 The App and the Services, including all content on or available through the App, is provided on an 'as is' basis and we do not make any representation or give any warranty in respect of the App and/or the Services or any of its content. In particular, but without limitation, we do not give any warranty as to

the accuracy, suitability, reliability, completeness, performance, fitness, freedom from viruses or timeliness of the content contained on the App and/or the Services. The content of the App is not intended as advice and should not be relied upon.

- 7.4 We do not accept any responsibility to you for:
- (a) malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of the Transactions and/or the information you access via the App and the Services;
 - (b) any losses or delays in transmission of the Transactions or the information you access arising out of the use of any internet access service provider or mobile network service provider or caused by any browser or other software which is not under our control;
 - (c) viruses that may infect your Eligible Mobile Device or other property on account of your access to or use of the App and the Services or your accessing any information on your Account via the App;
 - (d) any unauthorised use or interception of any message or information before it reaches the App or our servers from the App;
 - (e) any unauthorised use of or access to your Account and information relating to you which is held by us (unless such use or access is caused by our negligence, fraud or failure to comply with laws relating to the protection of your data), to the extent permitted by law;
 - (f) any content provided by third parties.

8. LIMITATIONS OF LIABILITY

- 8.1 Cave Shepherd Card and its officers, directors, employees or agents are exempt from all liability and



responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in any way or in connection with:

- (a) the App and your use, delay in use or inability to use the App and the Services or if it does not work as you expect or would like or if it contains any defects or errors and whether or not we correct any of those defects or errors;
- (b) your access to and use of any material on the App or material linked to or referred to on the App; and/or
- (c) any loss or damage to your Eligible Mobile Device or any other hardware or software you use in connection with the App and the Services, including in connection with any viruses that may affect the same on account of your downloading and use of the App.

8.2 You acknowledge that the use of the App and the Services is dependent on third parties, including your own network providers, and that we are not liable for any acts or omissions of those third parties.

8.3 Nothing in these Terms shall exclude any party's liability for: (a) death or personal injury arising through negligence; (b) fraudulent misrepresentation; and/or (c) anything else that cannot be excluded or limited by us under any applicable law.

9. RISKS

9.1 You accept that the use of the App and the Services is at your own risk and, in particular, Cave Shepherd Card will not be responsible for any damage, loss or consequential damage which you may suffer as a result of:

- (a) any malfunction or defect in the Eligible Mobile Device used by you;

- (b) any act or omission by any third party or any defect in the App and/or the Service or any medium by which access is gained to the App and the Services;
- (c) the Services being offline or unavailable;
- (d) any circumstances not reasonably within Cave Shepherd Card's control;
- (e) erroneous, unauthorised, incomplete, or unlawful instructions from you;
- (f) unlawful or unauthorised access by another person;
- (g) a transaction being delayed for any reason (provided that We shall endeavour to adjust the transaction as if it had taken place on the correct day);
- (h) non-adherence to procedures prescribed by Us;
- (i) destruction of data, any accessing of data by any unauthorised person, or any destruction or theft of, or damage to, any hardware or software;
- (j) incorrect or late execution or non-payment of any instruction given by you, due to the circumstances set out in (a) to (j) above.

9.2 It is your responsibility to ensure that your Account details provided are accurate.

9.3 This Clause 9 is not intended to exclude our liability for loss suffered by you as a result of the fraud or gross negligence of our employees. Such liability shall extend to actual financial damage suffered by you, but shall not include special or consequential damages.

9.4 You acknowledge that information transmitted through the App and the Services or any other communication system, including wireless communication system, is susceptible to unlawful access, distortion and monitoring, and that you use the App and the Services at your own risk.

10. INDEMNIFICATION

10.1 You agree to indemnify, defend release and hold harmless Cave Shepherd Card, its officers, directors, employees or agents from and against all claims,



demands, liabilities, costs or expenses, including legal fees and costs, arising from or related to:

- (a) Any breach by you of any of these Terms or any violation of applicable law or any agreement with a third party to which you are subject;
- (b) Failure delay, unauthorised use, incorrect procedure, data destruction or other risk, loss or damage envisaged in Clause 8.1
- (c) Errors arising from the omission or incorrect input of information by you;
- (d) During the monitoring process of Cave Shepherd Card, if we notice an irregularity or possible attempt to defraud you, we may at our discretion suspend your Account and inform you. Should we fail to contact you, your Account shall remain suspended until you are contacted.

11. TERMINATION AND SUSPENSION

- 11.1 We may terminate or suspend your use of the App and the Services with or without notice at any time and without any liability to you. Upon termination your right to use the App and any other rights or permission granted to you under these Terms will end and you must stop using the App and the Services and delete the App from your Eligible Mobile Device.
- 11.2 You have the right to uninstall the App from your Eligible Mobile Device at any time, which results in immediate deactivation of the App and the Services.

12. CHARGES

- 12.1 Some charges may apply to specific Transactions conducted under the App and the Services. These fees will be captured in the Fee Disclosure Statement governing the fees and charges applicable under the Cave Shepherd Visa Cardholder Agreement.

13. MODIFICATION TO TERMS

- 13.1 Cave Shepherd Card may amend these Terms including the Privacy Policy at any time. All amended Terms shall automatically become immediately effective after they are notified to the User and any subsequent use of the App and the Services shall be governed by such amended terms. If the User does not accept the amended Terms, the User must uninstall and cease using and/or accessing the App and the Services at any time.
- 13.2 Cave Shepherd Card reserves the right at any time to change or discontinue any aspect or feature of the App and the Services, including but not limited to, content, hours of availability and equipment needed to use the App and the Services.

14. ASSIGNMENT

"Cave Shepherd Card shall have the right, at all times, without having to obtain prior written consent of the User, to assign this Agreement or any of its rights, benefits or obligations under this Agreement, which shall be effective upon notice to the User, to any subsidiary or affiliate or in connection with any sale, transfer or other disposition of all or substantially all of its business or assets provided that, in the event of such assignment, the assignee assumes all of Cave Shepherd Card's obligations under this Agreement. The User shall not have the right to assign this Agreement or any of its rights, benefits or obligation under this Agreement."

15. GOVERNING LAW

- 15.1 These Terms in all respect be governed by the law of Barbados and construed in accordance with the laws of Barbados whose courts shall be the courts of competent jurisdiction.

