

**CARDHOLDER AGREEMENT**  
**SCHEDULE OF FEES**

**CARDHOLDER AGREEMENT**

**IMPORTANT: PLEASE READ CAREFULLY AND KEEP FOR YOUR RECORDS.**

This agreement is effective on successful registration and replaces any previous agreement for this Card.

This Cardholder Agreement, between you and LASCO Financial Services Limited, the issuer of your Card, sets forth the terms of both the non-personalized card that came in the package at a Retailer or the Virtual card number that you may receive when you sign up in our mobile app (your "Virtual Card") and the personalized card that you may receive after you sign up through our mobile app (your "Personalized Card").-By accepting or using the Card, or allowing someone else to use the Card, you agree to be bound by the terms and conditions contained in this Cardholder Agreement.

Definitions of capitalized terms used in this Agreement can be found at the end of this Agreement.

**NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

**About Your Card Account**

Your card is a prepaid debit Visa card, which means that the card is limited in use to the funds prepaid and loaded on your card. You must add funds or "load" your card in order to use it. There is no credit line associated with your Card, and no interest will be paid on the funds loaded to your Card and the card is not related to or in any way connected in any way with any bank account or other deposit held by LASCO Financial Services Limited. Your Card is issued by LASCO Financial Services Limited and serviced by LASCO Financial Services Limited. The initial balance on your Card is equal to the amount you loaded on your card when you purchased it at the retailer or signed up on our mobile app. Each time you use your card, the Transaction Amount plus applicable fees will be deducted from the remaining balance on your card. You cannot sell or transfer your Card to anyone else. You are responsible for all transactions made using your card.

**Fees**

*Fees That May Be Charged to Your Card.* We will charge you fees outlined in the Schedule of Rates and Charges, as may be amended from time to time. All fees and charges will be debited automatically to the Card at the time the fee or charge is incurred. The Schedule of Rates and Charges is available [on our website and through our mobile app] We may change these fees or introduce new fees from time to time. If we do so, we will give you notice in accordance with this Agreement and you shall have the right to terminate the use of the Card within 30 days of such change.

*When and How Monthly Charges are Assessed.* Your monthly billing cycle lasts for 30 days and begins on the first day of the month immediately following the month in which you activate the Card.. We will assess a Monthly Charge for the life of the card, including if there is no money on your Card. If you have no money on your Card or a balance less than the amount of the Monthly Charge, your Card balance will be taken negative when we assess the Monthly Charge. While you have a negative balance on your Card, your Card is still open and available for use after you reload it. However, we may deactivate your card if the card balance is in negative of at least \$1,000.00 or the card has not been used for at least twelve (12) consecutive months. You may check your Card balance, review your transaction history, obtain customer service, dispute transactions, and reload your Card until your Card expires.

### **Getting Started with Your Card**

*Personal Information You Will Need to Provide.* To help the government fight the funding of terrorism and money-laundering activities, Anti Money laundering Legislation and Regulations require all financial institutions to obtain, verify, record and keep up-to-date information that identifies each person who registers a Card. When you register your Card, we will ask for your name, address, date of birth, TRN, phone number, source of funds and such other information that will allow us to identify you and as required by applicable law from time to time. We will also require the same information for second cardholders.

### **Using Your Card**

*Using Your Virtual Card.* You may use the Virtual Card wherever Visa debit cards are accepted. You may not use your Virtual Card: (i) for any purchase at a merchant that requires a physical card (ii) at ATMs or (iii) for any other type of transaction that requires a PIN

*Using Your Card.* You may use your Card to purchase goods and services anywhere Visa debit cards are accepted and to access cash at ATMs and throughout our Agent Network. We reserve the right to limit or block the use of the Card in foreign countries due to fraud or security concerns or to comply with applicable law.

*Charges to Your Card and Receipts; Second Card.* Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money on your Card. You should get a receipt at the time you make a transaction or obtain cash using your Card, and you can get a receipt at the time you make any withdrawal from your Card at ATMs. You may request additional Cards for another person(s), although a fee may apply for the additional Card(s). You are responsible for any and all charges and fees incurred by the second cardholder. If you want to cancel the second cardholder's access to your Card, we will have to cancel your Card and issue you a new Card with a different number.

*How to Get Card Balance & Transaction History.* You may obtain information about the amount of money you have remaining on your Card along with a history of account transactions, from the mobile app, by calling (876) 9067473 or the number on the back of your Card. You may also check your account balance at an ATM. You will not automatically receive paper statements.

*Questions.* If you have questions about your Card, you may view frequently asked questions on our mobile app or our website or call Customer Care at the number on the back of your Card.

### **How to Reload Your Card**

*Cash Loads.* You can add ("reload") more money to your Card, once we have successfully verified your personal information, at any of the Authorized Retailers listed on our website or by calling into our Customer Care Center via the number at the back of your card. We may also offer other methods to reload your Card, such as online services. The terms and limits applicable to the use of these services will be disclosed at the time you conduct transactions. The maximum daily cash reload limit is JMD\$300,000.00. The maximum

amount of value that can reside on the Card at any time is JMD\$300,000.00. We may, in our sole discretion, let you keep more money on your Card or have a higher daily reload limit if you have funds directly deposited to your Card by your employer or other payor. We may increase or decrease these limits from time to time in our sole discretion with or without notice to you. We reserve the right to accept or reject any request to reload your Card at our sole discretion. Only you may reload your Card, unless we have a separate arrangement with your employer or another payor to facilitate the loading of funds onto your card. No second cardholder, or any other person, with the exception of members on a family card may reload your Card, and we may reject any attempt by any other person to reload your Card.

*Direct Deposits.* You hereby authorize us to credit your Card for remittances sent in your name through MoneyGram Payment Inc. or Continental Exchange Solutions, Inc. dba RIA Financial Services Money Transfer system or any one of our remittance partners from time to time. This authority is to remain in full force and effect until we have received written notification from you of its termination in such a time and manner as to afford us a reasonable time to act upon it.

### **Limits on the Use of Your Account**

*Your Obligation for Negative Balances.* You must keep enough money on your Card to pay for each transaction. If a merchant attempts to process a transaction for more than the value available on the Card, the transaction will be declined. If you have a negative balance on your Card which is as a result of charging of the recurring fees, we may deduct that negative balance amount from any current or future funds on this or any other Card you register or maintain.

*Limits on the Use of Your Card.* You are not authorized to make purchases that in the aggregate exceed JMD\$300,000.00 for a calendar day. We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make on your Card and any funding or reload of your Card. You may only withdraw up to JMD 150,000.00 cash from ATMs in a single day. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use the Card at unlawful domestic or international gambling web sites, or at payment processors supporting unlawful gambling web sites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access Card funds; and (iv) use the Card only as instructed. We may refuse to issue a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card.

*Money On Your Card May Be Held Until a Transaction is Completed.* When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate the final purchase amount. When you use your Card at an ATM or for a teller cash withdrawal transaction from our Agent Network, we generally authorize the transaction in advance (including all applicable fees). When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a hold on your Card's funds for the amount indicated by the merchant, and this transaction will show as "pre-authorized" in your transaction history. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or a "hold" on your available balance for up to 90 days. Until the transaction finally settles, you will not be able to use the money on your Card that is "on hold." We will only charge your Card for the correct amount of the final transaction, however, we will release any remaining amount when the transaction finally settles.

*Recurring Transactions.* "Recurring transactions" are transactions that you schedule to be automatically charged to your Card on a repeated basis. If you intend to use the Card for recurring transactions, you should keep enough money on your Card to cover these transactions. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance on your Card to cover the transaction.

## **Card Expiration and Closing Your Account**

*Card Expiration.* Subject to applicable law, you may use or reload your Card only up to the expiration date printed on the front of your card. If your Card has a zero or negative balance on expiration, we may, at our option, cancel your Card without notice, you will be liable for settlement of any negative balance owing on the card on expiration. If there is a balance remaining on the Card upon expiration and your Card is in good standing, we will send you a replacement card and the remaining balance will be transferred to the new replacement Card less any applicable fees. If there is no remaining balance on your card on expiration, we may in our sole discretion send you a new replacement Card. If we do not choose to issue you a new Card or if we cancel your Card privileges for any reason, we will notify you of a refund and you may contact us to arrange for the payment.

*How to Close Your Card.* You may close your Card at any time by calling the number on the back of your Card. If there is money on your Card when you cancel your Card, we will notify you of a refund, unless there is a legal or regulatory requirement prohibiting such refund, and you may contact us to arrange for the payment.

## **Other Rights & Obligations Regarding Errors, Unauthorized Transfers, Failure to Make Transfers and Preauthorized Payments**

*In Case of Errors or Questions About Your Card.* Call us at (876)906-7473 or the number on the back of your Card as soon as you can, if you think an error has occurred in your Card account. A Transaction Dispute may be lodged by calling the number on the back of your card or completing the dispute form from our mobile application and submitting via email to [disputes@lascogold.com](mailto:disputes@lascogold.com). You must report an error within 60 days of the earlier of the date you electronically accessed your account, provided the error could be viewed in the electronic history. You may request a written history of your transactions at any time by calling (876) 906-7473. When notifying us, you will need to tell us: (i) your name and Card number; (ii) why you believe there is an error, and the dollar amount involved; and (iii) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days via email to ([Disputes@lascogold.com](mailto:Disputes@lascogold.com)) or in person to our office at 38 ½ Red Hills Road, Kingston 10.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we may provide a credit to your Card within 10 business days for the amount you think is in error, so that you will have the use of the value during the time it takes us to complete the investigation. This type of credit is referred to as a “provisional” credit. If we determine there was no error, we will reverse this credit. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we will not provisionally credit the Card.

For errors involving point-of-sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will reverse any provisional credit provided. If you need more information about our error resolution procedures, call us at (876) 906-7473 or the number on the back of your Card.

*Your Liability for Unauthorized Transfers.* Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Reporting your Card lost or stolen through the mobile app or calling us at (876) 906-7473 is the best way of keeping your possible losses down. You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Card or PIN, including circumstances where authorization was given to such person in the past, and that you will be liable for all such uses by such person at any time whatsoever. For example, if you have given your Card or Card information to another person to use, such as a friend or relative, you are responsible for that person’s transactions with your Card at any time, and if you have given your Card information to a merchant for a transaction, you have given authority to that merchant to debit the Card for that transaction.

You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card.

*Our Liability for Failing 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. We will not be liable, for instance:

- (a) if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process);
- (b) if the ATM where you are making the transfer does not have enough cash;
- (c) if a computer system, ATM, or POS terminal was not working properly;
- (d) if a merchant refuses to honor the Card;
- (e) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (f) if you attempt to use a Card that has not been properly registered or activated;
- (g) if the Card has been reported as lost or stolen or has been suspended by us, if we have limited or revoked your Card privileges or if we have reason to believe the transaction is not authorized by you; or
- (h) as otherwise provided in this Agreement.

## **Other Rights & Terms**

*Disputes with Merchants.* LASCO Financial Services Limited is not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from merchants through the use of your Card. If a dispute arises about a transaction all such disputes must be addressed to the merchants or business from whom the goods and services were purchased.

*Foreign Transactions.* If you conduct a transaction in a currency other than Jamaican dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into Jamaican currency in accordance with its then current policies. Visa currently uses a conversion rate that is based on local market rate. We will impose a charge (as per our rate schedule) on the transaction amount (including credits and reversals) for each transaction (JMD currency) that you conduct at merchants (including foreign websites).

*JDIC Insurance.* All funds loaded or deposited to your Card are held in trust by LASCO Financial Services Limited in a commercial bank account. These custodian accounts are covered by the Jamaica Deposit Insurance ("JDIC") scheme and so your funds are protected up to the maximum amount insured by JDIC from time to time and will be safely returned to you on the occurrence of an event covered by the JDIC, including but not limited to bank failures.

*Your Representations and Warranties.* By setting up the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) you have provided us with a verifiable address (not a P.O. Box); (iii) the personal information that you provide to us in connection with the Card is true, correct and complete; (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (v) you accept the Card. You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication.

*Supplementary Card.* If you request a supplementary card for a third party, you hereby assume all liabilities incurred by the supplementary cardholder. A supplementary card will have its own name on the card and its separate balance. You as a Primary Cardholder, will transfer funds to Supplementary Cardholder for them to spend and the transactions on the Supplementary Card will debit the Supplementary Card balance only. The Supplementary Cardholder cannot view the Primary Cardholder balance and/or transactions but the Primary Cardholder can view the Supplementary Cardholder transactions and balances.

*Information Given to Third Parties.* We may disclose information to third parties about you, the Card, and the transactions on your Card: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of the Card for a third party (e.g., a merchant); (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to identify, prevent, investigate or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) as permitted by law. Please see our Privacy Policy (<https://www.lascojamaica.com/financial/data-privacy-policy/>) for further details.

*Notices.* We may provide notice electronically or by posting notice on our website or by mail or email. If posted on our website any changes will apply 30 days after we post the notice, and you shall be deemed to have received notice as of the effective date set out in the notice whether or not you have actually received such notice. If by mail, we may send notices to you at the last postal address we have on file for you in our Card records. If by e-mail at the e-mail address we have on file for you in our records. If you have more than one Card, we will send you only one notice. If your e-mail or postal address changes, you must promptly update your information online or by calling the Customer Care number on the back of your Card. If you do not keep your e-mail or mailing address updated in our records, we shall have no liability if correspondence is sent to the outdated postal or email address on our records with the result that we may send a replacement Card or important Card information to the wrong person, and transactions on your Card may be declined.

*Change in Terms.* Subject to the limitations of applicable law, we may at any time add to, delete or change the terms of this Agreement by sending you a notice (unless otherwise stated in this Agreement that no notice shall be required). We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. See the section titled "Notices" for information on where we will send any such notices. You may refuse the change by terminating this Agreement or closing your Card

*Unclaimed Property.* If you do not use your Card for 15 years or more, applicable law may require us to report the balance on the Card as unclaimed property and a dormancy fee may be applied. If this occurs, we may try to locate you at the address last shown in our records. If we are unable to locate you, we may be required to deliver any money on your Card to the state as unclaimed property.

*Our Business Days.* Our business days are Mondays - Saturdays, excluding holidays in Jamaica

*Governing Law/Jurisdiction.* This Agreement will be governed by and interpreted in accordance with the laws of Jamaica

*Non-Assignability.* You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement. Any attempt to the contrary shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns. You may not transfer or assign your Card to anyone else.

*Entire Agreement; Severability.* This Agreement sets forth the entire understanding and agreement between you and LASCO Financial Services Limited, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

*Disclaimer of Warranties.* EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR

REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

*Limited Liability.* UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, 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, NATURAL DISASTERS, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU 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. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY LASCO Financial Services Limited SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD at the time of the incident.

*Definitions.* In this Agreement, the words “**you**” and “**your**” mean the owner of the Card (“**Cardholder**”) and any secondary cardholder. If you have a secondary cardholder, the secondary cardholder must comply with all of the terms of this Agreement. “**we**,” “**us**” and “**our**” mean LASCO Financial Services Limited, the issuer of the Card, or anyone to whom we assign our rights. “**Retailer**” means each distribution agent and retail outlet authorized to provide Cards to the public. Note: Retailers have no authority to make representations or warranties on behalf of the LASCO Financial Services Limited, or to bind the LASCO Financial Services Limited or enter into any agreement on behalf of the LASCO Financial Services Limited, with respect to the Card or otherwise.

***Acknowledgment of Arbitration.* Your Card is being made available to you by LASCO Financial Services Limited on the basis of your acceptance of the following arbitration clause, in addition to the foregoing terms and conditions. By accepting your Card, you acknowledge that you are giving up the right to litigate Claims, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.**

#### ARBITRATION NOTICE

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.**

**CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.**

*Arbitration of Claims.* Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) the Card; (ii) any service relating to the Card; (iii) the marketing of the Card; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of the

Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to the Card or any such service (“**Claim**”) shall be decided, upon the election of you or LASCO Financial Services Limited, its agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. Such arbitration shall be conducted by the Dispute Resolution Foundation, or any other mediation referral body provided for by rules of the Supreme Court of Jamaica, in accordance with, to the extent that same is not in conflict with the provisions of Agreement, rules, regulations and/or Practice Directions of the Supreme Court of Jamaica in relation to mediation, subject to any replacement or amendment thereof.

*Other Claims Subject to Arbitration.* In addition to Claims brought by either you or LASCO Financial Services Limited, or by or against anyone connected with you or the Bank or claiming through you or LASCO Financial Services Limited (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

*Exceptions.* You and we agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain LASCO Financial Services Limited’s right to interplead funds in the event of claims to Card funds by several parties.

*Individual Claims Only.* It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.** However, co-applicants, second cardholders and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

*Arbitration Fees.* If you initiate arbitration, LASCO Financial Services Limited will advance any arbitration fees, including any required deposit. If LASCO Financial Services Limited initiates or elects arbitration, LASCO Financial Services Limited will pay the entire amount of the arbitration fees, including any required deposit. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, LASCO Financial Services Limited will be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in a court with jurisdiction over the Claims.

*Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years’ experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the Arbitration Act in effect on the date the arbitration is filed. Any in-person arbitration hearing for a Claim shall take place at such reasonably convenient location to be agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the laws of Jamaica and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law.