

# Rêve App / Rêve Card Terms and Conditions

Terms and Conditions Applicable to NCS ePayment Services (TCI) Ltd. and its affiliates

Rêve PLATA Cards

Welcome to Rêve!

**About NCS ePayment Services (TCI) Ltd. & its affiliates Rêve PLATA Cards:**

Rêve card sets a new level of privacy and security via its integration into the Mobile Wallet APP and is designed to facilitate direct deposits, savings, purchases and fund transfers within the Turks and Caicos Islands. Your Rêve card is issued by NCS ePayment Services (TCI) Ltd. (hereinafter referred to as "**Company**," "**we**," "**us**," or "**our**") and this is a legal agreement between you and us. By using your Mobile Wallet Account and/or adding your Rêve PLATA Card, you are agreeing to be bound by this "**Agreement**," which includes this Rêve PLATA Card Customer Agreement, together with your Mobile Wallet APP. Please read it carefully and keep a copy for your records.

NCS ePayment Services (TCI) Ltd. and its subsidiaries and affiliates (hereinafter referred to as "**Company**," "**we**," "**us**," or "**our**") have developed these Terms of Use ("**Agreement**") to describe the terms that govern your use of the Rêve Mobile Application (the "Rêve App"), [onrêvegrand.com](http://onrêvegrand.com), [ncsfsg.com](http://ncsfsg.com) and any other Company branded URL or other content or services for the Turks and Caicos Islands that we link to this Agreement (individually a "**Company Site**" and collectively the "**Company Sites**"). The services Company provides on Company Sites include various products and services such as Rêve Cards, promotional offers, benefits and relevant content, and any other feature, content or application offered from time to time by Company (collectively, the "**Company Services**"). Company is headquartered in the Turks and Caicos Islands and provides the Company Sites and Services that may be hosted in Jamaica, the Turks and Caicos Islands, Canada or the United States.

**Changes to this Agreement:**

Subject to applicable law, we may change any term of this Agreement, or add new provisions, at any time in our sole discretion. Subject to applicable law, your continued access to or use of your Account following such changes shall be deemed to be your acceptance of such modified version of this Agreement. If you do not agree to this Agreement or any revised version of this Agreement, we may require you to close your Account and remove any and all outstanding balances.

The Purchaser of the Rêve Card is often used here in direct terms as “you” and “your”.

The purchase and/or use of a Rêve Card constitutes your acceptance of these Terms and Conditions, as amended from time to time by the Company in its sole discretion.

Once the Rêve Cards are sold to you, they cannot be resold.

Rêve Cards are not redeemable for cash and are non-refundable, except where required by law.

The balance remaining on Rêve Cards does not expire.

Rêve PLATA Cards are not credit or debit cards but constitute a prepayment on the cost of purchases at participating Rêve Card Issuers.

There is no cash payment for unused balances on Rêve Cards, except where required by law.

#### **Purchasing a Rêve Card:**

Rêve Cards can be purchased online currently at [onrêvegrand.com](http://onrêvegrand.com), [ncsfsg.com](http://ncsfsg.com).

Rêve Cards must be purchased in United States dollars.

Rêve Cards purchased online may be paid for with a valid Mastercard, VISA credit card or Amex or Debit Card.

All Rêve Card sales are final. You cannot cancel an online order once it has been paid for.

Rêve Card purchases will only be transmitted to you through The Rêve APP.

Electronic Rêve Cards will be transmitted to the recipient listed by you on the date specified in the online order.

NCS ePayment Services (TCI) Ltd. will transmit your order as quickly as possible within the time period(s) indicated; however, NCS ePayment Services (TCI) Ltd. will not be responsible for any delays in which transmission is beyond its control.

NCS ePayment Services (TCI) Ltd. reserves the right to withhold, suspend, cancel or refuse an order for which fraud, a violation of these Terms and Conditions, or a security risk is suspected. If your order is affected, you will be notified via email or SMS.

**NCS ePayment Services (TCI) Ltd. is not responsible for Rêve Cards that are not transmitted or transmitted incorrectly because of your incorrect input information.**

By making an online purchase of a Rêve Card, you represent and warrant as follows:

- **You are responsible for the accuracy of all information that you provide to NCS ePayment Services (TCI) Ltd.**
- For electronic Rêve Cards to be delivered to any person other than yourself, you have a personal or family relationship with the Rêve Card recipient as described in Turks and Caicos Island's Anti-Money Laundering/Combating the Financing of Terrorism (AML/CFT) guidelines, Anti-Spam Best Practices, and you have the full and complete authority and consent of the Rêve Card recipient to provide the recipient's name, telephone number and email address to NCS ePayment Services (TCI) Ltd. or Affiliates for the purposes of fulfilling an electronic Rêve Card order;
- You acknowledge that your name, email address and phone number may be shared with third-party service providers and/or the electronic Rêve Card recipient in order for NCS ePayment Services (TCI) Ltd. or its third-party service providers to fulfill the electronic Rêve Card order and you authorize NCS ePayment Services (TCI) Ltd. or its third-party service providers to do so;
- You are not breaching any contract, duty or law or infringing anyone's intellectual property, privacy or other legal rights.

**Redeeming a Rêve Card:**

Rêve Cards have no value until activated and funded.

Rêve Cards cannot be replaced if already redeemed.

The full stored value of the Rêve Card will be applied to the total eligible amount of your in-store or online use of your Rêve Card for purchases or services. Any unused portion will remain on the Rêve Card and can be applied towards future purchases.

Rêve Cards will be void if altered, damaged or defaced.

Your cards are redeemable at Rêve Card issuer's place of business or issuer's online website.

You can use multiple Rêve Cards to pay for your purchases. If there is an amount owing once your Rêve Cards have been used, you must select another method of payment to complete your transaction.

For in-store purchases, you will need the Rêve Card number and PIN to make a purchase. Both the Rêve Card number and Pin number will be transmitted to you at time of purchase.

#### **Rêve Card Balance Inquiry:**

The Rêve Card balance will be printed on your receipt at each use.

You can also find out about balance remaining on your card by using the balance inquiry tool at [onrêvegrand.com](http://onrêvegrand.com) or on the Rêve Mobile Wallet App.

#### **Lost, Stolen or Damaged Rêve Cards:**

Rêve Cards cannot be recovered or replaced if lost or stolen. A replacement card would need to be reissued.

Rêve Cards may be void if altered, damaged or defaced.

Rêve Cards issued as a result of your input error of Data cannot be recovered or replaced.

If you ordered an electronic Rêve Card online and the intended recipient has not received the electronic Rêve Card, ask them to check their junk mail or deleted items. If they still have not received it, please contact us by WhatsApp or call +1649-331-RÊVE (7383)

You are responsible for ensuring that any delivery information, including email delivery addresses, is correct and accurate. NCS ePayment Services (TCI) Ltd. is not responsible for ascertaining accuracy of your input of your data.

The risk of loss and title for Rêve Cards passes to the purchaser upon electronic transmission of the electronic Rêve Card to the recipient.

#### **Refunds on Redeemed Rêve Cards:**

- Rêve Cards are nonrefundable

#### **Personalized Messaging:**

- If you wish to add a personal message to an online order, you may do so in the appropriate field during placing an order for Rêve Card. Personal messages are limited in length.
- There is no additional charge to include a personalized message.
- While NCS ePayment Services (TCI) Ltd. does not, and has no legal obligation to, review every gift message, NCS ePayment Services (TCI) Ltd. reserves the right to cancel or omit inappropriate, obscene, offensive or otherwise objectionable messages. NCS ePayment Services (TCI) Ltd. assumes no responsibility or liability arising from any personal message included with an order.

**Cancelling or Refusing a Rêve Card:**

NCS ePayment Services (TCI) Ltd. reserves the right to cancel or refuse a Rêve Card associated with an unauthorized transaction at any time.

Rêve Cards purchased from sources other than at [onrêvegrand.com](http://onrêvegrand.com), [ncsfsg.com](http://ncsfsg.com) may not be valid. NCS ePayment Services (TCI) Ltd. is not responsible for honouring Rêve Card balances purchased through unauthorized sellers.

**General Terms:**

The laws of the Turks and Caicos Islands, without regard to the principles of conflict of law, govern these Terms and Conditions and all matters relating to or arising out of the purchase and/or use of the Rêve Cards. Any dispute relating in any way to a Rêve Card will be adjudicated by the courts of the Turks and Caicos Islands and you submit to the exclusive jurisdiction and venue of such courts.

NCS ePayment Services (TCI) Ltd. reserves the right to change these Terms and Conditions at any time in its sole discretion. You agree to accept any changes as a condition of your maintaining or continuing to use the Rêve Cards.

Use of any NCS ePayment Services (TCI) Ltd. trademarks or logos in connection with the purchase and/or use of the Rêve Cards or for any other purpose is strictly prohibited.

Rêve Cards cannot be used in a manner that is indecent or illegal, or negatively impacts NCS Financial Services Group, its brands, its reputation, its vendors, merchants or any other business relationships or goodwill.

**Limitation of Liability and Indemnification:**

NCS ePayment Services (TCI) Ltd. IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY , WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY CLAIMS,

COSTS, DAMAGES OR EXPENSES ARISING OUT OF: (I) YOUR NEGLIGENT ACT OR OMISSION, WILLFUL MISCONDUCT OR FRAUD; (II) ANY BREACH OR DEFAULT BY YOU OF THE OBLIGATIONS UNDER THESE TERMS AND CONDITIONS; (III) NCS'S FAILURE TO CARRY OUT ITS OBLIGATIONS IF THE FAILURE IS CAUSED BY A THIRD PARTY, A SYSTEM OR DATA PROCESSING FAILURE OR ANY OTHER ACT OR OMISSION OUTSIDE OF NCS'S CONTROL; AND (IV) ANY LOSS OF PROFITS OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES REGARDLESS OF HOW THEY ARISE.

NCS ePayment Services (TCI) Ltd. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO the Rêve Cards, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, or non-infringement. if there is any issue with or related to a Rêve Card (including without limitation IF A RÊVE CARD CODE IS NON-FUNCTIONAL), YOUR SOLE REMEDY, AND NCS ePayment Services (TCI) Ltd.'s SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH RÊVE CARD.

You shall indemnify and hold harmless NCS ePayment Services (TCI) Ltd. and its officers, directors, employees, agents, subcontractors or representatives from and against any and all third party charges, claims, losses, demands, damages, liabilities, costs, expenses, causes of action or suits (collectively, "Losses") incurred or suffered by NCS ePayment Services (TCI) Ltd. or its officers, directors, employees, agents, subcontractors or representatives to the extent resulting from: (a) your negligent act or omission, willful misconduct or fraud; and (b) any breach or default (including without limitation breach of a representation or warranty hereunder) by you of the obligations under these Terms and Conditions.