



Terms of Use

A Product of Tumblehill Labs, the Product Studio of Tumblehill Holdings

Effective Date: 19 July 2026 · Version 1.0 · geoatm.app

Version History

1.0 — 19 July 2026 — Initial release

1. Acceptance of Terms

These Terms of Use ("Terms") constitute a legally binding agreement between you ("User", "you", or "your") and Tumblehill Holdings, acting through its product studio Tumblehill Labs (collectively, "Tumblehill", "we", "us", or "our"), governing your access to and use of the GeoATM platform, including the web and mobile application available at geoatm.app, the Operator portal, the Regulatory module, and all associated services, content, and features (collectively, the "Platform").

By accessing or using the Platform, you confirm that: (a) you are at least eighteen (18) years of age; (b) you have the legal capacity to enter into a binding agreement; and (c) you accept these Terms in their entirety. Where you access the Platform on behalf of an organisation, you represent that you have authority to bind that organisation to these Terms.

If you do not agree to these Terms, you must immediately cease all use of the Platform.

2. Description of the Platform

GeoATM is a location-intelligence platform providing three integrated service layers:

- **Consumer Services:** a searchable, proximity-based directory of Automated Banking Machines (ABMs) operated by participating financial institutions, initially in Jamaica and, as the Platform expands, in additional jurisdictions
- **Operator Services:** a secure portal for financial institutions and ABM network operators to submit, manage, and monitor their network data and generate bank-specific operational reports
- **Regulatory Services:** automated report generation and data preparation tools to support compliance with applicable regulatory disclosure requirements, including those prescribed by the Bank of Jamaica

Tumblehill does not operate any ATM or ABM and is not affiliated with any bank or financial institution unless expressly stated. ABM data is sourced from publicly available regulatory disclosures, participating financial institutions, and Operator submissions.

3. Account Registration

Access to the Operator and Regulatory modules requires account registration. By registering, you agree to:

- Provide accurate, current, and complete information at registration and keep it updated
- Maintain the confidentiality of your login credentials and not share them with any third party
- Notify Tumblehill immediately at support@geoatm.app of any actual or suspected unauthorised use of your account
- Accept responsibility for all activity conducted under your account

Tumblehill reserves the right to suspend or terminate accounts that violate these Terms, that have been inactive for an extended period, or where we have reasonable grounds to suspect fraudulent or unauthorised use.

4. Acceptable Use

4.1 Permitted Use

You may use the Platform solely for its intended purposes: locating ABMs as a consumer, managing your authorised Operator account, or generating reports within your authorised scope of access.

4.2 Prohibited Conduct

You must not:

- Use the Platform for any unlawful purpose or in a manner that violates any applicable law, regulation, or regulatory guidance
- Scrape, harvest, or extract data from the Platform using automated tools, crawlers, or similar methods without Tumblehill's express prior written consent
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or data structures of the Platform
- Submit false, misleading, or fraudulent ABM data through the Operator portal
- Impersonate any person or entity, or misrepresent your affiliation with any organisation
- Attempt to gain unauthorised access to any part of the Platform, its infrastructure, or data held by other users or Operators
- Transmit malware, unsolicited communications, or any code designed to disrupt, damage, or gain unauthorised access to systems
- Use the Platform in any manner that places a disproportionate load on its infrastructure or degrades performance for other users

5. Accuracy of ABM Information — Important Disclaimer

THE ABM INFORMATION DISPLAYED ON THE GEOATM PLATFORM, INCLUDING LOCATIONS, AVAILABILITY STATUS, OPERATING HOURS, ACCESSIBILITY FEATURES, AND CASH AVAILABILITY, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

In particular:

- ABM coordinates are derived from address-level geocoding and are approximate. They may not reflect the precise physical location of a machine.
- Availability status is sourced from Operator submissions and third-party data feeds and may not reflect real-time machine status. Machines may be temporarily out of service, undergoing maintenance, or out of cash without notice.
- Accessibility, fee, and operating hour data are provided by participating Operators and are not independently verified by Tumblehill.
- ABM networks change. Machines may be decommissioned, relocated, or suspended without prior notice to Tumblehill.

Tumblehill makes no representation or warranty that any ABM displayed on the Platform will be operational, accessible, or available at the time of your visit. For time-sensitive transactions, you should verify ABM availability through your financial institution's official channels.

6. Regulatory Reports — Decision-Support Disclaimer

REGULATORY REPORTS GENERATED THROUGH THE GEOATM PLATFORM ARE DECISION-SUPPORT TOOLS ONLY.

All reports produced by the Platform, including those formatted for submission to the Bank of Jamaica or any other regulatory authority, must be independently reviewed, verified, and formally approved by an authorised officer of the relevant financial institution before submission to any regulator.

Tumblehill does not guarantee that Platform-generated reports will satisfy all current or future regulatory requirements, which may change without notice. Financial institutions remain solely responsible for the accuracy, completeness, and timeliness of any data submitted to a regulator, whether or not that data was prepared using the Platform.

The Platform is a tool to assist with regulatory compliance, not a substitute for the institutional governance, review, and sign-off processes required by applicable law and internal policy.

7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TUMBLEHILL, TUMBLEHILL LABS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE PLATFORM OR ANY INFORMATION OBTAINED THROUGH IT.

This exclusion applies to, but is not limited to:

- Loss of or inability to access funds arising from reliance on ABM availability information displayed on the Platform
- Financial loss, personal inconvenience, or physical harm resulting from an ABM being unavailable, out of service, or not located at the displayed address
- Security incidents, fraud, or theft occurring at or near an ABM location shown on the Platform

- Decisions made by a financial institution or regulator in reliance on reports generated through the Platform
- Loss of data, business interruption, or loss of revenue or profits

WHERE LIABILITY CANNOT BE EXCLUDED BY LAW, TUMBLEHILL'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO TUMBLEHILL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM; OR (B) ONE UNITED STATES DOLLAR (US\$1.00).

8. Intellectual Property

The Platform and all associated intellectual property — including the GeoATM name, logo, and branding; the Platform's software architecture, codebase, and features; proprietary analytical frameworks, report templates, and data processing methodologies; and all derivative works developed by or for Tumblehill — are owned by Tumblehill Holdings and protected by applicable intellectual property laws.

ABM data sourced from public regulatory disclosures remains the property of the originating institution or regulator. Financial institution data submitted through the Operator portal remains the property of the submitting institution (see Section 9).

Subject to these Terms, Tumblehill grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for its intended purposes. This licence does not extend to copying, reproducing, distributing, sublicensing, modifying, creating derivative works from, or commercially exploiting any part of the Platform without Tumblehill's express prior written consent.

9. Operator-Specific Terms

Financial institutions and ABM network operators accessing the Platform through the Operator module (each an "Operator") agree to the following additional terms:

9.1 Data Ownership

All ABM network data submitted by an Operator remains the exclusive property of that Operator. Tumblehill asserts no ownership over Operator-submitted data and will not use it for any purpose beyond the operation and improvement of the Platform services contracted by that Operator.

9.2 Data Accuracy

Operators are solely responsible for the accuracy, completeness, and timeliness of data submitted through the Operator portal. Tumblehill is not liable for errors in consumer-facing information or regulatory reports arising from inaccurate or incomplete Operator submissions.

9.3 Data Isolation

Each Operator's data is logically isolated within the Platform. No Operator may access the data of another Operator. Aggregated, anonymised data may be used by Tumblehill for Platform performance and service improvement purposes only. Operator data will be transmitted to a regulatory authority only upon that Operator's express written instruction.

9.4 Security of Operator Data

Operator data is encrypted both in transit (using TLS) and at rest (using AES-256 or equivalent). Access to Operator data within Tumblehill's systems is governed by role-based access controls, and all access events are logged and auditable.

9.5 Regulatory Report Responsibility

Report templates generated through the Platform are provided as tools to assist with regulatory compliance preparation. Operators must verify the accuracy and completeness of all reports before submission to any regulatory authority. See Section 6 for the full disclaimer applicable to regulatory reports.

10. Third-Party Services

The Platform integrates with third-party services, including mapping and geocoding providers. Tumblehill does not control and is not responsible for the content, availability, or privacy practices of any third-party service. Your use of third-party services accessed through or in connection with the Platform is governed by those services' own terms and policies.

11. Platform Modifications

Tumblehill reserves the right to modify, suspend, or discontinue any aspect of the Platform at any time, including adding or removing features, data sources, or supported jurisdictions. Where practicable, material changes will be communicated to registered users in advance. Tumblehill shall not be liable for any modification, suspension, or discontinuation of the Platform.

12. Termination

Tumblehill may suspend or terminate your access to the Platform, with or without cause and with or without notice, where we reasonably believe you have violated these Terms or where required by applicable law. Upon termination, your licence to use the Platform ceases immediately.

You may request closure of your account at any time by contacting support@geoatm.app. Termination does not affect any rights or obligations that accrued prior to the termination date.

13. Force Majeure

Tumblehill shall not be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay arises from causes beyond its reasonable control, including but not limited to: acts of God; natural disasters, floods, storms, or earthquakes; fire or explosion; epidemic or pandemic; war, invasion, terrorism, civil unrest, or government action; power outages or failure of electrical infrastructure; failure or unavailability of the internet or telecommunications networks; denial-of-service attacks, cyberattacks, or other malicious interference with the Platform or its underlying infrastructure; failure of third-party cloud hosting or infrastructure providers; or any other event that could not reasonably have been anticipated or prevented by Tumblehill (each, a "Force Majeure Event").

Where a Force Majeure Event occurs, Tumblehill will endeavour to notify affected users where reasonably practicable and will use reasonable efforts to resume normal Platform operations as soon as possible. The existence of a Force Majeure Event does not relieve you of any obligation to pay fees that were due prior to the event.

14. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of Jamaica, without reference to its conflict of law principles. GeoATM is initially operated from Jamaica; as the Platform expands to support additional jurisdictions, supplemental terms or local addenda may apply.

Any dispute arising out of or in connection with these Terms shall first be referred to good-faith negotiation between the parties. If not resolved within thirty (30) days of written notice of the dispute, either party may refer the matter to the non-exclusive jurisdiction of the courts of Jamaica.

15. General Provisions

15.1 Entire Agreement

These Terms, together with the GeoATM Privacy Policy and any Operator-specific agreement, constitute the entire agreement between you and Tumblehill with respect to the Platform and supersede all prior agreements, representations, and understandings.

15.2 Severability

If any provision of these Terms is held unenforceable or invalid under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

15.3 Waiver

No failure or delay by Tumblehill in exercising any right under these Terms shall constitute a waiver of that right.

15.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without Tumblehill's prior written consent. Tumblehill may assign these Terms in connection with a merger, acquisition, or sale of assets upon notice to you.

16. Changes to These Terms

Tumblehill may update these Terms from time to time. Material changes will be communicated through the Platform or by email to registered users, with reasonable advance notice where practicable. The updated Terms will display a revised effective date. Your continued use of the Platform following notice of changes constitutes acceptance of the revised Terms. If you do not accept the revised Terms, you must cease using the Platform.

17. Contact

For questions or concerns about these Terms, please contact:

Product: GeoATM

Studio: Tumblehill Labs, a division of Tumblehill Holdings

Email: support@geoatm.app

Website: geoatm.app

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