



**INDIVIDUAL AUTHORITY AND INDEMNITY
FOR ELECTRONIC MAIL AND FACSIMILE INSTRUCTIONS**

THIS DEED OF AUTHORITY AND INDEMNITY is made the _____ day of _____ 20____, **BETWEEN** _____ in the parish of _____ (hereinafter called "the Member") of the FIRST PART, AND **JPS & PARTNERS CO-OPERATIVE CREDIT UNION LIMITED**, with registered office situated at No. 65 ¾ Half Way Tree Road, Kingston 10 in the parish of Saint Andrew, (hereinafter called "the Credit Union") of the OTHER PART.

WHEREAS:

- A. The Member has notified the Credit Union of the email address from which electronic mail will be sent by the Member from time to time (hereafter referred to as "the designated email address")
- B. The Member has notified the Credit Union of the mobile contact number from which instant messaging will be sent by the Member from time to time (hereafter referred to as "the designated contact number")
- C. The Member from time to time requests that the Credit Union honour his/her instructions sent by means of instant messaging, electronic mail and facsimile transmissions to the Credit Union in relation to any and all of the Member's existing accounts, facilities and other arrangements with the Credit Union and any accounts, facilities and other arrangements which the Member may now or in the future have with the Credit Union (instructions sent by such transmissions being hereinafter referred to as "instant messaging, electronic mail or facsimile instructions").

IN CONSIDERATION of the Credit Union agreeing to accept instant messaging, electronic mail or facsimile instructions from the Member as aforesaid, subject to the necessary security verification, the Member agrees:

1. That notwithstanding any other agreement or course of dealing between the Credit Union and the Member; the Member hereby requests and authorizes the Credit Union (but does not oblige the Credit Union) to rely upon and act in accordance with any instruction or communication which may from time to time be or purport to be given by instant messaging, facsimile or electronic transmission by the Member.
2. That the Credit Union may act on any such instant messaging, electronic mail or facsimile instructions given by the Member from time to time, and the Member voluntarily and with full knowledge takes and assumes any and all risks, associated

therewith, in particular those due to transmission mistakes, misunderstanding or identification errors, and fully discharges the Credit Union from the same.

3. Once the Member's instructions which are sent via electronic mail from the designated email address, or instant messaging is done from the designated contact number, and once the facsimile instructions bear the signature of the Member, the Credit Union shall have no obligation to check or verify the authenticity or accuracy of such instant messaging, electronic mail or facsimile instructions purporting to have been sent by the Member (regardless of whether the Credit Union may have, or in the future, choose to check or verify) and may act thereon as if same had been duly given by the Member
4. That the Credit Union shall be absolved of any and all responsibility for any loss or liability of any nature (directly or indirectly) suffered by the Member as a result of any error in transmission of any instant messaging, facsimile or electronic instruction or communication, or as a result of the Credit Union acting on any facsimile or electronic instruction or communication the Credit Union believes in good faith to have been made by the Member, and the Credit Union is authorized to act without further enquiry upon any instant messaging, facsimile or electronic instruction or communication believed in good faith by the Credit Union to be an instruction or communication so given or made.
5. That in acting on instant messaging, electronic mail or facsimile instructions the Credit Union shall be deemed to have acted properly, and to have fully performed all obligations owed to the Member, notwithstanding that such instant messaging, electronic mail or facsimile instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the Member shall be bound by such instant messaging, electronic mail or facsimile instructions on which the Credit Union may act if the Credit Union has in good faith acted in the belief that such instant messaging, electronic mail or facsimile instructions were given by the Member.
6. The Member shall not provide the Credit Union with written instructions bearing original signature(s) where prior instructions to effect the same transaction have been sent to the Credit Union by instant messaging, electronic mail or facsimile, unless specifically requested by the Credit Union. The Member acknowledges that where instant messaging, electronic mail or facsimile instructions are followed by subsequent written instructions bearing original signature(s) contrary to the above, this may lead to the Credit Union giving effect to these instructions more than once (reference to "duplicated instructions" or "duplication" means the submission by the Member of instructions by instant messaging, electronic mail or facsimile and in writing, regardless of whether such submissions are identical).

The Member acknowledges that in such event he/she shall bear the risk of such duplication occurring, and shall indemnify and hold the Credit Union harmless against all losses, liabilities, claims or damages which may arise as a result of the Credit Union acting more than once on such duplicated instructions.

7. That the Credit Union may, in its absolute discretion, postpone the carrying out of any instructions given by instant messaging, facsimile or other electronic means or may decline to act on or in accordance with the whole or any part of instant messaging, electronic mail or facsimile instructions pending such further enquiry or confirmation (whether written or otherwise) by the Member as it deems appropriate. It is understood and agreed however, that the Credit Union shall be under no obligation to so decline in

any case and the Credit Union shall in no event or circumstances be liable in any respect for not so declining.

8. To release the Credit Union from and indemnify the Credit Union against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, the Credit Union having acted in accordance with the whole or any part of any instant messaging, electronic mail or facsimile instructions, or having exercised (or failed to exercise) the discretion conferred upon the Credit Union in Clause 7 above.

9. The terms of this Authority and Indemnity shall remain in full force and effect unless and until the Credit Union receives (and has reasonable time to act upon) a note of termination from the Member in writing bearing the original signature of the Member, save that such termination will not release the Member from liability under this Authority and Indemnity in respect of any act performed by the Credit Union in accordance with the terms of this Authority and Indemnity prior to the expiry of such time.

10. The member's signature and any other relevant information noted in this Indemnity form shall be verified by the office before it is deemed authentic by the Credit Union.

Member's Signature

Date