



Electronic Communication Indemnity Form

Name of Customer: _____

Whereas:

The customer is providing instructions to the RGD by using Electronic Communication;

And whereas:

- The Registrar General's Department an Executive Agency of the Office of the Prime Minister having its principal place of business at Twickenham Park, St Catherine, Jamaica (hereinafter called the "RGD") has agreed to accept instructions issued by the customer by Electronic Communication, upon the customer agreeing to be bound by the terms and conditions contained herein.

IT IS HEREBY AGREED THAT:

1. "Electronic Communication" means communication by way of electronic mail, whats app messages whether encoded for security purpose or not and any other means as agreed between the parties.
2. "Instructions" include, but are not limited to the written authorisations and directions:
 - a. To provide any information whatsoever; and
 - b. To perform any action in relation to a particular RGD product or service associated to the tracking number assigned to the customer after applying for said product or service on the RGD website.
3. That if the customer uses electronic communication to communicate with the RGD, he/she is authorising the RGD to reply by electronic communication. This includes sending confidential information upon the request of the customer to third parties. The RGD will not be required however to act on any instructions or communication sent by e-mail or whatsapp unless they are sent from an e-mail address or whatsapp number that the customer had designated for electronic communication. For all legal practitioners, companies and firms, electronic communication must include a written request from the owner of the record in the repository of the RGD. This written request shall bear the name and stamp of the company as well as the name and signature of record holder.

4. That the RGD may act on any instructions given by the customer from time to time, and the customer voluntarily and with full knowledge takes and assumes any and all risks associated therewith. These risks include the possibility that:
 - a. someone could intercept, read, transmit or alter messages sent from RGD;
 - b. e-mail messages could be lost, delivered late, or not received;
 - c. computer viruses could be spread by e-mail causing damage to computers, software or data. The RGD therefore recommends that all customers use up-to-date virus checking software.
5. That once the instructions have been sent to the RGD purportedly by the customer or from such other persons as the customer may from time to time nominate, the RGD shall have no obligation to check or verify the authenticity or accuracy of such instructions purporting to have been sent by the customer and may act thereon as if same had been duly given by the customer, unless the RGD receives notice to the contrary.
6. That in acting on the instructions, the RGD shall be deemed to have acted properly and to have fully performed all obligations owed to the customer, notwithstanding that the instructions may have been initiated, sent or otherwise communicated in error or fraudulently and the customer shall be bound by any instructions on which the RGD may act if the RGD has in good faith acted in the belief that such instructions were given by the customer.
7. That the customer agrees to indemnify and hold the RGD and its employees harmless upon demand in respect of all claims, liabilities, losses, damages, costs and expenses whatsoever which may be incurred by or asserted against the RGD and its employees in connection with or arising directly or indirectly from any action taken in accordance with the instructions received by electronic communications from the customer.
8. The customer further agrees that the RGD shall not be liable for acting on the instructions received which may not have been authorised by the customer and the instructions may have been misinterpreted. Further, the RGD shall not be required to verify any instructions received prior to taking steps to carry into effect the instructions.
9. This electronic communication indemnity form shall be governed and construed in accordance with the laws of Jamaica.
10. The customer agrees that by signing hereunder, he/she acknowledges that he/she has read, understood, and agreed to the terms and conditions of this electronic communication indemnity form and further that the customer name listed hereunder may initiate instructions.
11. This indemnity is made on the _____ day of _____ 20_____

APPENDIX

Particulars of customer:

- 1. Email address (1): _____
- 2. Email address (2): _____
- 3. Contact Number (s): _____
- 4. Whatsapp number: _____

Name (Customer):

Signature:

In the presence of:

Name:

Witness Signature:

Call Back Authorization

The RGD may, in its discretion, call the person named below to request verification of any instruction received at the phone numbers listed below.

Name: _____

Phone Number: _____

Please note that only the persons listed below can witness this document by signing then affixing his/her seal or stamp. They are as follows:

- Attorney-at-Law;
- Justice of the Peace;
- Minister of Religion
- Marriage Officer
- Notary Public-
- Commissioner of Oaths or equivalent official