



## Authority and Indemnity For Electronic Mail and Facsimile Instructions

THE DEED OF AUTHORITY AND INDEMNITY is made the  day of , 20

BETWEEN

*(Customer's Full Name)*

of

*(Customer's Current Address)*

(hereinafter called 'the Customer') of the FIRST PART,

and **JN Cayman**, with registered office situated at 29 Elgin Avenue, George Town, Grand Cayman, (hereinafter called 'the Building Society') of the OTHER PART.

### WHEREAS:

The Customer has requested that the Society honour his/her instructions sent by means of electronic mail and/or facsimile transmission to the Society from the Society from time to time in relation to any and all of the Customer's existing accounts, facilities and other arrangements with the Society and any accounts, facilities and other arrangements which the Customer may now or in the future have with the Society (instructions sent by such transmissions being hereinafter referred to as 'electronic mail or facsimile instructions').

**IN CONSIDERATION** of the Society agreeing to accept electronic mail or facsimile instructions from the Customer as aforesaid, the Customer agrees:

1. That the Society may act on any electronic mail or facsimile 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;
2. That once electronic mail or facsimile instructions have been sent to the Society purportedly by an officer of the customer authorized from time to time to sign in accordance with the mandate or other valid instructions from the Customer to the Society, the Society shall have no obligation to check or verify the authenticity or accuracy of such electronic mail or facsimile instructions purporting to have been sent by the Customer (regardless of whether the Society in the past may have chosen, or may in the future choose to so check or verify) and may act thereon as if same had been duly authorized by the Customer.



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3. That in acting on electronic mail or facsimile instructions the Society shall be deemed to have acted properly and to have fully performed all obligations owed to the Customer, notwithstanding that such electronic mail or facsimile instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the Customer shall be bound by such electronic mail or facsimile instructions if the Society has in good faith acted in the belief that such electronic mail or facsimile instructions were given by the Customer.
  
4. The Customer shall not provide the Society with written instructions bearing original signature(s) where prior instructions to effect the same transaction have been sent to the Society by electronic mail or facsimile. The Customer acknowledges that where electronic mail or facsimile instructions are followed by subsequent written instructions bearing original signature(s) contrary to the above, this may lead to the Society giving effect he / she shall bear the risk of such duplication occurring and shall indemnify and hold the Society harmless against all losses, liabilities, claims or damages which may arise as a result of the Society acting more than once on such duplicated instructions;
  
5. That the Society may, in its absolute discretion, decline to act on or in accordance with the whole or any part of electronic mail or facsimile instructions pending further enquiry to or further confirmation by the Customer, so however that the Society shall not be under any obligation to so decline in any case, and the Society shall in no event or circumstances be liable in any respect for not so declining; and
  
6. To release the Society from and indemnify the Society against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, the Society having acted in accordance with the whole or any part of any electronic mail or facsimile instructions or having exercised (or failed to exercise) the discretion conferred upon the Society in Clause 5 above.

Dated this  day of  20

SIGNED, SEALED AND DELIVERED )

by the said )

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**Authority and Indemnity**  
**For Electronic Mail and Facsimile Instructions**

in the presence of :- )

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**ATTORNEY-AT-LAW / JUSTICE OF THE PEACE /  
NOTARY PUBLIC / MINISTER OF RELIGION /  
JN REPRESENTATIVE**

**FOR JN CAYMAN USE ONLY**  
**Authenticated by**  
  
\_\_\_\_\_

**Authorized Signatory**