

AUTHORITY AND INDEMNITY

for Online Banking Limit Instructions & Electronic and Facsimile Instructions

THIS INSTRUMENT OF AUTHORITY AND INDEMNITY is made the _____ day of _____, 20____, **BETWEEN** _____ of _____ in the parish of _____ (hereinafter called "the Customer") of the **FIRST PART**, and **NATIONAL COMMERCIAL BANK JAMAICA LIMITED**, with registered office situate at "The Atrium", 32 Trafalgar Road, Kingston 10, in the parish of Saint Andrew, (hereinafter called "the Bank") of the **OTHER PART**.

WHEREAS:

- a. The Customer has requested that the Bank revise his/her/its online banking transfer limits per the Schedule hereto.
- b. The Customer has also requested that the Bank honour his/her/its instructions sent by means of electronic mail and facsimile transmission to the Bank from time to time in relation to any and all of the Customer's existing accounts, facilities and other arrangements with the Bank and any accounts, facilities and other arrangements which the Customer may now or in the future have with the Bank (instructions sent by such transmissions being hereinafter referred to as "electronic mail or facsimile instructions").
- c. The Customer recognizes that there are often higher risks associated with sending electronic mail or facsimile instructions, but agrees to accept those risks. These higher risks include (but are not limited to) (a) the decreased ability of the Bank to verify that the instruction has not been fabricated through using signature(s) closely approximating that/those of the Customer and (b) the increased likelihood of unauthorised persons gaining access to and misusing the 2 Customer's electronic mail account without either the Customer or the Bank being aware (a risk that escalates even further with the use of many internet mail accounts).

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

1. that the Bank 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 Bank purportedly by the person (or by any of the persons, if more than one) authorised from time to time to sign in accordance with the mandate or other valid instruction from the Customer to the Bank, the Bank 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 Bank may have, or may in the future, choose to so check or verify) and may act thereon as if same had been duly given by the Customer;
3. that in acting on electronic mail or facsimile instructions the Bank its correspondents and agents 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 Bank its correspondents and agents have 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 Bank with written instructions bearing original signature(s) where prior instructions to effect the same transaction have been sent to the Bank 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 Bank giving effect to these instructions more than once. The Customer acknowledges that in such event it shall bear the risk of such duplication occurring and shall indemnify and hold the Bank harmless against all losses, liabilities, claims or damages which may arise as a result of the Bank acting more than once on such duplicated instruction;
5. that the Bank 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 Bank shall not be under any obligation to so decline in any case, and the Bank shall in no event or circumstances be liable in any respect for not so declining; and
6. to release the Bank its correspondents and agents from, and indemnify the Bank its correspondents and agents against, all claims, losses, risk of foreign exchange fluctuation, damages, costs and expenses howsoever arising (including if applicable those arising from our correspondents' failure to identify beneficiaries named in your instructions or retaining funds pending confirmation of identity or your instructions) which may arise in consequence of, or in any way related to, the whole or any part

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of any electronic mail or facsimile instructions or the exercise (or failure to exercise) the discretion conferred upon the Bank in Clause 5 above.

7. to indemnify and hold harmless the Bank, its affiliates, directors, employees, representatives and agents against all losses and expenses on a full indemnity basis which the Bank, its affiliates, directors, employees, representatives or agents may sustain or incur, directly or indirectly, as a result of its compliance with the Customer's instructions herein in relation to the Customer's online banking limits and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses arising as a consequence of, or by reason of, any action taken, or omitted to be taken, by the Bank, its affiliates, directors, employees, representatives and/or agents pursuant to said instructions.
8. that the Customer shall be solely liable for any and all losses, claims, expenses, charges and damages of any nature whatsoever ("Losses") which may be suffered, directly or indirectly, by the Customer and/or any third party in connection with, or as a consequence of, the Customer's instructions herein in relation to the Customer's online banking limits. The Customer acknowledges and confirms that the Bank, its affiliates, directors, employees, representatives and agents shall have no liability of any kind whatsoever to the Customer or to any third party for any Losses other than that directly resulting from the Bank's gross negligence or willful misconduct.

Dated this: _____ day of _____ 20

If executed by an individual

SIGNED By)
)
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 in the presence of:-)
)

.....
 Witness

If executed by an individual

SIGNED By)
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 in the presence of:-)
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 Witness

If executed by company:

SIGNED By)
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 in the presence of:-)
)

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 Witness

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SCHEDULE

Customer Information:

Date: _____

Name: _____

Online Banking User Name: _____

TRN: _____

Selected Tier _____

Transaction Limits

Transaction Type	Frequency	Tier 1	Tier 2	Tier 3
Bill Payment	Daily	\$2,000,000	\$3,000,000	\$5,000,000
	Monthly	None		None
Self-Transfer	Daily	\$2,000,000	\$3,000,000	\$5,000,000
	Monthly	None	None	None
NCB Third Party Transfer	Daily	\$500,000	\$1,000,000	\$2,000,000
	Monthly	\$1,000,000	\$3,000,000	\$5,000,000
Wire Transfer	Daily	\$500,000	\$1,000,000	\$2,000,000
	Monthly	\$1,500,000	\$3,000,000	\$5,000,000
Other Bank Transfer	Daily	\$500,000	\$1,000,000	\$2,000,000
	Monthly	\$1,000,000	\$3,000,000	\$5,000,000

FOR INTERNAL USE ONLY

Branch Representative _____

Date _____

Signature _____

Domicile _____