



## **Email & Facsimile Instructions Authority and Indemnity**

To: **JN Bank Limited**

It would be convenient and in my/our interest if I/we could at anytime and from time to time send to and receive from JN Bank Limited (hereinafter referred to as "JN Bank) instructions/correspondence by means of electronic mail, that is, transmissions electronically between computers, being "e-mail instructions/correspondence" **and/or** by means of facsimile transmission, that is, transmissions between fax machines via the telephone network being "fax instructions/correspondence" (hereinafter referred to as "electronic mail") in relation to any and all my/our existing accounts, facilities and other arrangements with JN Bank and any accounts, facilities and other arrangements which I/we may in the future have with JN Bank, including but not limited to my/our mortgage account(s). In consideration of JN Bank agreeing to accept instructions/correspondence, by electronic mail, from me/us and/or send correspondence, by electronic mail, to me/us as aforesaid, I/we hereby agree as follows:

1. **THAT** JN Bank may act on any instructions/correspondence received by electronic mail from me/us from time to time, and I/we voluntarily and with full knowledge take and assume any and all risks associated therewith;
2. **THAT** once instructions/correspondence sent by electronic mail have been received by JN Bank purportedly from me/us (the person(s) specified below) JN Bank shall have no obligation to check or verify authenticity or accuracy of such electronic mail purporting to have been sent by me/us and may act thereon as if same had been duly given by me/us.
3. **THAT** in acting on any instructions/correspondence received by electronic mail from me/us, JN Bank shall be deemed to have acted properly and to have fully performed all obligations owed to me/us, notwithstanding that such electronic mail have been initiated, sent or otherwise communicated in error or fraudulently and I/we shall be bound by any instructions/correspondence received by electronic mail on which JN Bank may act, if JN Bank has in good faith acted in the belief that such instructions/correspondence were sent by me/us;
4. **THAT** JN Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of any instructions/correspondence received by electronic mail pending further enquiry or further confirmation (whether written or otherwise) by me/us, so however that JN Bank shall not be under any obligation to so decline in any case, and JN Bank shall in no event or circumstances be liable in any respect for not so declining;
5. **THAT** JN Bank may send to me/us, from time to time, correspondence by electronic mail in respect of my/our accounts as aforesaid and I/we voluntarily and with full knowledge take and assume any and all risks associated therewith;
6. **THAT** once correspondence have been sent by JN Bank, by electronic mail, to me/us (the person(s) specified below) JN Bank shall have no obligation to check or verify the receipt of such electronic mail by me/us and may act as if same had been duly received by me/us
7. **TO** release JN Bank from and indemnify JN Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of or in any way related to JN Bank having



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acted in accordance with the whole or any part of any instructions/correspondence received by electronic mail or having exercised (or failed to exercise) the discretion conferred upon JN Bank in Clause 4 above.

8. **TO** release JN Bank from and indemnify JN Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of or in any way related to JN Bank having sent to me/us correspondence by electronic mail as I/we authorised JN Bank herein.

Dated this  day of  20

EXECUTED AS A DEED BY:

Member's Name:  Member's Signature:

Account Number:  Email Address:

Fax Number:

In the presence of

*(Name of witness – JP/ Notary Public / Designated JN Bank Rep)*

Signature:

*(Name of witness – JP/ Notary Public / Designated JN Bank Rep)*

Affix Seal /  
Stamp here

**This document must be accompanied by valid identification in the form of (Passport, Driver's License, Voters) and should be verified by a Justice of the Peace/ Notary Public/Designated JN Bank Rep)**

