

1 Customer Information

Date (DD/MM/YYYY): _____

Name: _____

Company Name: _____

Type of Company (Tick all that apply)

Attorney-at-Law

Surveyor

Financial Institution

Realtor

Developer

Appraiser

Government Institution

Individual

Other (Please specify): _____

Address: _____

Telephone: _____

Mobile: _____

Email Address: _____

FOR OFFICIAL USE ONLY

Username: _____

Password: _____

Payment Amount: \$ _____

Payment type:

Cash

Managers Cheque

Credit Card

Debit Card

Direct Transfer

Wire Transfer

Payment Location:

Ardenne Road

Charles Street

Hanover Street

Mandeville

Montego Bay

Cashier: _____

Cashier Signature: _____

Account Executive: _____

DISCLAIMER AND TERMS AND CONDITIONS

- A. DISCLAIMER EXCEPT AS EXPRESSLY STATED IN AN AGREEMENT BETWEEN THE USER AND THE NATIONAL LAND AGENCY, ALL CONTENT, SERVICES, PRODUCTS AND SOFTWARE PROVIDED ON THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE NATIONAL LAND AGENCY, THE GOVERNMENT OF JAMAICA, ITS LICENSORS AND PROVIDERS OF DATA, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THOSE OF ACCURACY, COMPLETENESS, CURRENCY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. THE NATIONAL LAND

AGENCY, THE GOVERNMENT OF JAMAICA AND OR LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING ANY LOSS OF PROFIT EVEN IF THE NATIONAL LAND AGENCY, THE GOVERNMENT OF JAMAICA HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

It is not the intention of the National Land Agency to provide specific legal or other advice, but rather to provide users with information to assist in the conduct of business with our respective Offices. Specific legal or other advice will not be provided and the National Land Agency urges the user to consult with the requisite professional for the necessary guidance and advice.

B. INDEMNITY The user agrees to indemnify and hold the National Land Agency, the Government of Jamaica, affiliates, officer, agents, co-branders or other partners, and employees, harmless from any claim or demand including claims for attorney's fees, made by any third party due to or arising out of the use of the Site, connection to the Site, violation of the Terms and Conditions, or violation of the rights of another, or violation of any copyright law or any other applicable laws.

C. REGISTRATION OBLIGATIONS

1. In consideration of the use of this Site, the User agrees to:
 - i. provide true, accurate, current and complete information as required (Registration Data) and;
 - ii. maintain and promptly update the Registration Data to keep it true, accurate, and complete. If any untrue, inaccurate, out of date or incomplete information is provided, or the National Land Agency has reasonable grounds to suspect that information is untrue, inaccurate, out of date or incomplete the National Land Agency has the right to suspend or terminate the account and refuse any and all current or future use of the Site (or any portion thereof).
3. The user will receive a password and account designation (username) upon completion of the registration process. The user is responsible for maintaining the confidentiality of the password and account and is fully responsible for all activities that occur under the said password or account. The user agrees to:
 - i. immediately notify the National Land Agency of any unauthorized use of the password or account or any breach of security. The National Land Agency will not be liable for any loss or damage arising from the user's failure to comply with this Section.

D. ACCEPTANCE OF TERMS AND CONDITIONS The terms and conditions are entered into by and between the National Land Agency and the user. If the user is using the Site on behalf of his employer, the user represents that the user is authorized to accept these Terms and Conditions on the employer's behalf.

E. TERMS AND CONDITIONS

1. The user cannot use the data or databases for soliciting other persons for any purpose, including any form of marketing or telemarketing, or aggregate the data for any purpose.
2. The Government of Jamaica owns the data and databases: the user is granted a non-exclusive right to use the data only and is not granted any ownership rights to any content in the site.
3. The user may view, download and print contents from the Site.
4. The user may not frame or use framing techniques to enclose any trademark, Logo or other proprietary information (inclusive of text, images, page layout or form) of the National Land Agency or the Government of Jamaica without the express written consent of the National Land Agency, nor use any registered tags or any other "hidden text" utilizing the National Land Agency logo or other proprietary graphic or trademark as part of the link, without express written permission.
5. The user is required to keep all personal, commercial and proprietary information, including all passwords and access codes, provided through this service strictly confidential and to maintain adequate security to protect such confidentiality at all times.
6. The user cannot sublicense, assign or transfer any of its rights or obligations under this License without the written permission of the National Land Agency.
7. The user must provide and is responsible for all equipment necessary to access the Site.
8. The National Land Agency or the Government may at any time change the availability of data or databases, conditions of use of this system or the license fee(s) payable for use of this system. Continued use of this system after any change will be considered acceptance of such change by the user.
9. The National Land Agency may terminate the user's access to this service for non-compliance with any term and condition, for non-compliance with legislation or Government policy, or for non-payment of license fees on giving such notice as it determines.
10. Neither the National Land Agency or the Government is liable to the user for any loss or damage due to: use of the data or databases by the user, other than any liability imposed by legislation;
 - i. incidental, special or consequential damages, whether direct or indirect;

- ii. loss of investment, profits or business opportunity by the user;
- iii. loss of access to the data or databases for any reason beyond the reasonable control of the National Land Agency;
- iv. loss of data for any reason beyond the reasonable control of the National Land Agency;
- v. operational problems or system breakdown of the system providing access to this service;
- vi. changes in availability of data, conditions of system use or license fee changes as a result of changes in legislation or Government policy;
- vii. termination of access rights in accordance with Section E 9.

- 11. Any material downloaded or otherwise obtained through the use of the Site is done at the user's own discretion and risk and the user will be solely responsible for any damage to the user's computer system or loss of data that results from the download of such material.
- 12. No advice or information, whether oral or written, obtained by the user from the National Land Agency or through or from the Site shall create any warranty not expressly stated in the Terms and Conditions.
- 13. The user agrees not to use the National Land Agency domain name as a pseudonymous return email address for any communication that the user transmits from another location or through another Site or service; and may not pretend to be someone else, or prove their identity when using the Site.
- 14. The user may submit comments and provide suggestions so long as such comment or suggestion is not obscene, illegal, threatening, or defamatory and so long as any information submitted does not invade the privacy or infringe the intellectual property of a third party. Further, such submitted information may not contain software viruses, mass mailing, chain letters, or any form of "Spam". You may not use any false email address, impersonate any person or entity, or otherwise mislead as to the origin of the information.

F. SPECIAL ADMONITIONS FOR INTERNATIONAL USE It is hereby agreed by the user to comply with all local rules regarding online conduct, with all applicable laws regarding the transmission of technical data exported from Jamaica or the country in which the user resides.

G. NO RESALE OF SERVICE

- 1. The user agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, use of the Site, or access to the Site.
- 2. The user hereby acknowledges the Site and any necessary software used in connection with the Site contain proprietary and confidential information that is protected by applicable intellectual and other laws.
- 3. Except as expressly authorized by the National Land Agency, the user agrees not to modify, rent, lease, loan, sell, distribute or create derivative works of information based on the Site or the software, in whole or part.
- 4. The National Land Agency grants the user a personal, non-transferable and non-exclusive right and license to use the object code of its software on a single computer; provided that the user or any third party shall not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software.
- 5. The user agrees not to modify the software in any manner or form, or to use modified versions of the software, including (without limitation) for the purposes of obtaining unauthorized access to the Site.
- 6. The user agrees not to access the Site by any means other than through the interface that is provided by the National Land Agency for use in accessing the Site.

H. GENERAL INFORMATION The failure of the National Land Agency to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the other provisions of the Terms and Conditions remain in full force and effect. The user agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

AGREEMENT

I, and any user of the account, agree to the terms and conditions of eLandjamaica which I hereby acknowledge.

Customer Signature: _____

Date: _____

To be completed by Company subscriber only