

## **PRIVACY POLICY**

### **OUR PRIVACY STATEMENT**

Respecting the privacy of our customers, stakeholders, staff, and volunteers, the Agency will maintain confidentiality with all its records. Information within the jurisdiction of the Agency is confidential and will not be disclosed with anyone unless authorized under the Access to Information Act and/ or by an Order from the Court of Jamaica. General information, policy statement or statistical material that is not identified with any individual is not classified as confidential. Staff members are responsible for maintaining the confidentiality of information within its scope.

“Confidential Information” means all non-public information in any format, whether of a technical, business or other nature, including, without limitation, any information relating to business or marketing plans, operations, processes, intentions, financial projections, financial reports, technical plans, technical specifications, purchasing requirements or intentions, customers and business affairs, internal reports, marketing plans, opportunities, product information, know-how, design, rights, trade secrets, or any information of a market sensitive nature, that has been identified as being proprietary and/or confidential or that by the surrounding circumstances ought to be treated as confidential.

### **TERMS AND CONDITION OF SERVICE**

The Passport, Immigration and Citizenship Agency (PICA) has implemented PICA Online Passport Application System. Customers will now be able to access this website and use their Credit Cards to make payments online. The following Terms and Conditions govern your access to and use of the PICA’s website and you must indicate your agreements herewith prior to accessing this website. Your access to, and use of, PICA’s Online Passport Application System is subject exclusively to these Terms and Conditions. By using the Website you are fully

accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

From time to time the PICA may change these Terms and Conditions without notice, your continued use of the Website following any change shall be deemed to be your acceptance of such change.

### **COPYRIGHT**

All copyright, trademarks and all other intellectual property rights in or on the Website and its content (*including without limitation the Website design, text, graphics and all software and source codes connected with the Website*) are owned by or licensed to the Passport, Immigration and Citizenship Agency (PICA) or otherwise used by PICA as permitted by law.

In accessing the Website you agree that you will access the content solely for your personal, noncommercial use. None of the content may be downloaded, copied, reproduced, republished, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, noncommercial use only.

### **COPYRIGHT CONSIDERATIONS**

This notice provides the Passport, Immigration and Citizenship Agency (the Agency) privacy policy regarding the nature, purpose, use, and sharing of any Personally Identifiable Information collected via this website. Our privacy policy explains our information practices when you provide Personally Identifiable Information to us, whether collected online or offline, or when you visit us online to browse, obtain information, or conduct a transaction. Personally Identifiable Information may include: your name, email, mailing and/or home address, phone numbers, or other information that identifies you personally. We do not require you to register or provide personal information to visit our website.

The content of this website is that of the Passport, Immigration and Citizenship Agency (PICA) and has been produced for the public by the PICA. While we enforce no restrictions on the use or re-use of the information found on this website, we do stipulate that all material copied from this site be accompanied by a copy date that clearly indicates when the material was copied.

### **WEBSITE USABILITY**

You agree not to use the Website (<https://www.pica.gov.jm>) for any illegal purposes whatsoever including but not limited to identity theft, fraudulent conversion, invasion of another's privacy or for the transmission of material that is or may be unlawful, harassing, libellous, abusive, threatening, obscene or that infringes the rights of others.

### **WEBSITE CONTENT**

The PICA intends to maintain current and accurate information on its website. There may be occasions however, where information becomes temporarily outdated pending the receipt and posting of relevant updates. Consequently, the PICA cannot expressly warrant the accuracy of its website content on a daily basis.

The PICA reserves the right to change or remove the information contained on the Website or the products mentioned without notice to you and confirm that PICA shall not be liable to you for any such change or removal.

The information on the PICA's website may contain typographical errors or inaccuracies or omissions and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update the information at any time without prior notice. Please note that such errors, inaccuracies or omissions do not constitute binding statements on the PICA.

## **PICA ONLINE PASSPORT APPLICATION SYSTEM**

This notice provides the Passport, Immigration and Citizenship Agency (PICA), privacy policy regarding the nature, purpose, use, and sharing of any Personally Identifiable Information (PII) collected via this website. Our privacy policy explains our information practices when you provide PII to us, whether collected online or offline, or when you visit us online to browse, obtain information, or conduct a transaction. PII may include: your name, email, mailing and/or home address, phone numbers, or other information that identifies you personally. We do not require you to register or provide personal information to visit our website.

The PII you provide on a PICA website will be used only for its intended purpose. We will protect your information consistent with the principles of the Electronic Transaction Act 2007.

A user of PICA's Online Passport Application System is responsible for maintaining the confidentiality of his/her Personal Identifiable Information. The PICA will not be liable for any damage or loss that may be incurred as a result of the wrongful use of another's individual PII either with or without the user's knowledge. The PICA will not be liable for any loss or damage arising from the user's failure to comply with this section.

## **CREDIT CARD FRAUD**

PICA will use the standard measures within the financial industry to protect its contributors against credit card fraud. However the account holder agrees to accept all responsibility for the security of his/her credit card information. The PICA will not be liable for any damage or loss that may be incurred from the use of the account holder's credit card by another party, either with or without the holder's knowledge, to carry out Online Passport Fee payments.

## **LIVE CHAT**

At any time and in connection with any product or service that the Passport, Immigration and Citizenship Agency (PICA) selects at its sole discretion, PICA may make interactive online chat

(“Chat”) service available to you. PICA makes no warranty that the Chat service will be available at any particular time or be free of fault or error. The Chat Service is provided as a convenience to facilitate your understanding of PICA’s products, services and online applications related to those products or services.

Our “Chat” Customer Service Representatives will try to provide you with accurate and current information based on your question or need. Nothing we communicate in the Chat Service will be considered a legal agreement, representation or warranty as to our products, services, processes, decisions or response times. Providing or participating in the Chat Service does not constitute consent by you or us to use electronic records and signatures as a substitute written documents.

You will not use the Chat Service to send any abusive, defamatory, dishonest or obscene messages and doing so may result in termination of the Chat Service session

### **LINKS TO THIRD PARTY WEBSITES**

To enhance the effectiveness of our services, PICA’s Website may include links to third party websites that are controlled and maintained by others. The privacy policy of this site and its related guarantees are not transferable and will therefore not be applicable to any other website to which you may link.

Any link to third party website is not an endorsement of that websites and you acknowledge and agree that PICA will not be responsible for the content or availability of any such sites or any losses suffered in visiting those sites. Access to any such third party website is entirely at your own risk.

## **DISCLOSURE OF PERSONAL INFORMATION TO OVERSEAS RECIPIENTS**

The Passport, Immigration and Citizenship Agency's core functions include the provision of Consular and/or High Commission assistance to the diaspora or Jamaica citizens. In order to fulfil these functions, it is likely that some personal information will be disclosed to our overseas Consular and High Commissions. For example, we may disclose your name and application date to a consulate or high commission so that they may locate or assist you in the event of a crisis or emergency in you getting or locating your passport. We operate at these overseas posts in order to deliver our services globally.

We do not disclose your personal information to any overseas Consular or High Commission unless one of the following applies:

- You have consented to the disclosure after being expressly informed that we will not be taking responsibility for any breaches that may occur
- It is required or authorized by law
- We reasonably believe it is necessary for our diplomatic or consular functions and activities, or it is otherwise in accordance with the Privacy Act
- It is required or authorized by an international agreement relating to information sharing to which PICA is a party
- It is reasonably necessary for an enforcement related activity conducted by, or on behalf of, an enforcement body.

## **DISCLAIMERS AND LIMITATION OF LIABILITY**

The Website is provided on an **AS IS** and **AS AVAILABLE** basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, noninfringement, compatibility, security and accuracy.

To the extent permitted by law, PICA's Online Passport Application System ([www.pica.gov.jm](http://www.pica.gov.jm)) will not be liable for any direct, indirect or consequential loss or damage whatever (*including without limitation loss of business, opportunity, data, profits*) arising out of or in connection with the use of the Website.

PICA makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

### **INDEMNITY**

You agree to indemnify and hold PICA and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against PICA arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

### **SEVERANCE**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

### **GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of JAMAICA and you hereby submit to the exclusive jurisdiction of the JAMAICAN courts.

### **DISPUTE RESOLUTION**

The Parties (PICA and user) shall use their best efforts to settle amicably all disputes arising out of or in connection with the use of PICA's online service. Any disputes which are not settled

amicably shall be referred to the Disputes Resolution Foundation for resolution through mediation.

## **INTERNET PRIVACY POLICY AND DISCLAIMER**

### **COMMITMENT TO YOUR PRIVACY**

This site is owned and operated by the Passport, Immigration and Citizenship Agency (PICA). Your privacy on the Internet is of utmost importance to us and we want to make your experience online satisfying and safe.

Because we gather certain types of information about our users, we feel that you should fully understand our policy and the terms and conditions surrounding the capture and use of that information. This privacy statement discloses the type of information we gather and how we use it.

### **INFORMATION GATHERED AND UTILISED**

Users are required to provide personal and financial data for the purpose of completing electronic transactions or updating client records. The PICA also gathers and utilizes user information in the following processes:

### **EMAIL**

The PICA's website facilitates the use of email communication; if you choose to correspond with us through our website we may retain the content together with your email address and our responses. Also should you choose to use PICA's "Email this page" feature to forward website content to someone else, neither your email address nor that of the recipient will be used by the PICA for any other purpose or be disclosed to any third party.

## **LOG FILES**

We use Internet Protocol (IP) addresses to analyse trends, administer the site, track user's movement, and gather other information. These IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times, URL requested, and referral URL. This information is not shared with third parties and is used only within the PICA. Any individually identifiable information related to this data will never be used in any way other than that stated above without your explicit written permission.

## **RETENSION OF INFORMATION**

The PICA will retain and maintain personal information as long as is necessary in keeping with legal requirements. The removal and destruction of personal and sensitive information will be done in keeping with relevant legislation, industry standards and best practices to safeguard against unauthorized access.

## **COOKIES**

A Cookie is a small text file that a website server may issue to your computer whenever you visit a website. The PICA's website use cookies as this enable us to identity users' device and automatically log in registered users of certain services without them having to provide registration details each time they visit our website. We also use cookies in conjunction with our Web server's log files to calculate the total number of visits to our website and the most used web pages.

Cookies do not allow us to access your computer or to gather any personal information about you, other than data you would have chosen to share with us, for example, your registration details. Additionally, users have the option to accept or decline cookies, as, while most browsers

automatically accept cookies, users can modify their browser settings to refuse cookies. However, users must be mindful that the disabling of their browser cookie setting may hinder them from taking full advantage of all the website features.

Overall, cookies provide us with useful information that enables us to constantly monitor and improve our website in order better serve our customers.

### **SHARING OF THE INFORMATION**

The PICA will not share your personal or financial information with third parties except in the course of delivering the service you have requested, having received your written permission to do so, or under the following circumstances:

- In compliance with court orders or other legal actions necessary to defend or initiate legal claim;
- Pursuant to a request made under the Access to Information Act;
- In the course of a criminal investigation related to fraud, money laundering, lottery scam inter alia; and
- Where there are potential threats to the physical safety of persons, violations of these terms or as otherwise required by law.

### **SECURITY**

PICA operates secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorized individuals have access to the information provided by our customers. Controls used across our online infrastructure include:

- Robust and multi-layered security of servers and applications;

- Internal and external firewalls with monitoring and management systems; □  
Secure Socket Layer (SSL) encryption to protection information in transmission; □  
Automated session time-out after an extended period of inactivity is detected.

### **TRANSACTION SECURITY**

This web site uses Secure Socket Layer (SSL) to provide the necessary assurance that personal data transmitted during this period is secure. This can be identified by the visual display of the padlock symbol in the status bar on the bottom right hand corner of your web browser and the URL address starting with https://, . SSL applies encryption of data in transmission between two points such as your computer and the connecting web server.

### **NON-APPLICABILITY OF POLICY**

To the extent that the Customer makes available the Customer Information to other parties, whether on PICA's Website or other websites, the practices of such other parties or sites will apply. The policies of these third parties may differ from PICA's practices as stated in this Policy. The Customer agrees that it shall not hold PICA responsible or liable in any way for the collection or use of the Customer Information by such third parties.

### **YOUR CONSENT**

By using this site, you consent to the collection and use of this information by PICA. We reserve the right to change these conditions. If changes are made to our privacy policy, notification will be posted on our home page and on other key pages on our site so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

Your continued use of the site will signify your acceptance of the changes in the policy.

## **DISCLAIMER**

The PICA has taken reasonable steps to ensure the security of personal information transmitted over the Internet. However, complete confidentiality and security over this medium are not yet possible, and there exists a remote possibility of data security violations occurring. In the event of such a violation, PICA does not accept any liability for direct, indirect, special or consequential damage arising out of the use of the site, except where such damage is proven to be caused by the negligence of PICA.

## **INDEMNITY**

Whilst we have taken all reasonable steps to ensure that the information you provide will be kept secure from unauthorized access, the Internet is not a secure environment. We cannot guarantee that the information will be secure during transmission to our web-server.

You agree to indemnify and hold the PICA, its officers, agents and employees harmless from any claim or demand, made by any third party due to and arising out of the use of the on-line payment facility.

## **CREDIT CARD POLICY STATEMENT**

### **1. Introduction**

The Passport, Immigration and Citizenship Agency (PICA) in agreement with the Bank of Nova Scotia Bank (BNS) has implemented the PICA Online Passport Application System, which will integrate with First Atlantic Commerce Gateway. The Gateway will authorize customers' credit cards payments made via: [https://passport.pica-online.com/PICA\\_ONLINE/](https://passport.pica-online.com/PICA_ONLINE/)

The PICA shall operate this payment option under the stipulated principles and guidelines of:

- Executive Agencies Act (2002)

- The Passport Act (1935)
- The Passport Act & Regulations (1962)
- Electronic Transactions Act (2007)
- Access to Information Act (2002)
- Any other relevant legislation

## **2. Credit Card Payments**

With effect from March 1, 2019, the Passport, Immigration and Citizenship Agency accepts the following Credit Cards for the online payment for those applicants who wish to use the passport online portal to renew their passports:

1. MasterCard
2. Visa Card

Credit card numbers are protected with a high level of encryption when transmitted over the Internet. The PICA does not have access to your credit card details.

### **2.1 (3D) Secure Authentication**

Payments will be processed using 3D Secure authentication by the First Atlantic Commerce Payment Gateway.

### **2.2 Use of Credit Card to make Online Passport Renewal Payments**

- a) Credit Card users may make online payments in any amount for a passport renewal. The price for the renewal of a passport will be displayed to the user based on a selection of “location to pick up passport” and “the service type” required;
- b) All credit card transactions shall be processed in either a Jamaican dollar (JA\$) amount or a (US\$) amount. All other payments made in other currencies will be converted at the prevailing exchange rate of your bank to reflect US\$ or JA\$ as applicable;

- c) Payments are debited to the Passport Immigration and Citizenship Agency;
- d) If successful, the PICA will confirm that your payment was completed;
- e) If unsuccessful, the PICA will advise that your payment attempt was unsuccessful. You will not be advised why a payment has failed, therefore, you should contact your credit card provider for details;
- f) The PICA will confirm your payment details via email;
- g) We will answer your calls promptly and courteously and will respond to email and voicemail messages within 3 business days;
- h) All the information you provide on the credit card payment form will be handled in accordance with the PICA privacy statement.

### **2.3 General Information**

- a) There is no minimum or maximum transactional limit;
- b) Payments made for the renewal of your passports are not posted to your account in realtime;
- c) Payments are posted to your accounts within 24hours of the time of the transactions; excluding public holidays and weekends which, will be posted by the next working day;
- d) Due to the way transactions are processed by the external banking sites, there may be a 13-day delay in updating your payment.
- e) Applicants/Customers must maintain a record of his/her electronic receipts;

## **2.4 Treatment of Errors, Refunds and Charges in Credit Card Payments**

The Passport, Immigration and Citizenship Agency shall be guided by the relevant sections of the Electronic Transactions Act in the treatment of errors and charges that occur via PICA Online Passport System. Refunds will be dealt with in a case by case basis. Please contact our Customer Service Contact Centre at 1-(876)-754 PICA (7422) or [https://passport.picaonline.com/PICA\\_ONLINE/](https://passport.picaonline.com/PICA_ONLINE/).

Fees once paid through the PICA Online Payment Gateway shall not be refunded other than in the following circumstances:

- a) Multiple times debiting of applicant's Card/Bank Account due to technical error;
- b) Applicant's account being debited with excess amount in a single transaction due to technical error. In such cases, excess amount excluding Payment Gateway charges would be refunded to the applicant;
- c) As it relates to other charges, requests by the applicant for the PICA to negate any charges will be subjected to thorough investigation by the PICA's Finance and Planning Unit and the Legal Team;
- d) Where a proven system glitch occurred during the transaction that may have resulted in an erroneous payment being made to an account;
- e) A response shall be provided to the applicant within 3 business days of receipt of the request/query;
- f) The applicant must inform the PICA of any claim/dispute within 24 hours or the next working day, and must provide sufficient evidence to substantiate any such claim. Any

information requested by the PICA must be provided by the applicant for the claim to be processed. Applicants are NOT required to provide Credit Card numbers.

## **Shipping and Delivery Policy**

### **General Information**

The Passport Immigration and Citizenship Agency (PICA) will ship your passport to your mailing address via DHL Couriers. DHL does not deliver to P.O. Boxes. Please keep this in mind when inputting or making changes to your Mailing address, during the completion of your online application. The passport must be signed for by the applicant upon delivery. Three attempts will be made for delivery, thereafter the passport will be returned to PICA 25c Constant Spring Road, Jamaica.

### **Delivery Times**

Completed passports will be shipped within six (6) business days of submitting an application online. An application is considered submitted online as at the first (1st) business day following successful payment. Please note that business days do not include Saturdays, Sundays or Public Holidays.

On receipt of your application, PICA agents will review your application to ensure that it is compliant with applicable laws and procedures. During this review process your application may be deemed non-compliant with the requirements. In this case you will receive an email to submit the outstanding requirements. If an application is deemed non-compliant by a PICA Agent, a passport will not be produced for that application until all outstanding requirements are fulfilled. A passport therefore will not be shipped within six (6) business days of submission if an application is deemed non-compliant.

If your application falls in this category you should use the **check status** option on the online application system home page to track the progress of your application.

### **Shipping /Delivery Cost**

Our delivery fee is based on current DHL rates plus administrative cost. Delivery fees are subject to revision monthly to account for exchange rate fluctuations. Fees applicable to shipment for the various countries can be checked at any time using the **cost checker** option on the online application system home page.

Once your passport is shipped by PICA you will receive an email with the shipment details and the DHL tracking number for your package. DHL shipment can be tracked at any time by using the DHL tracking option on the DHL website or clicking the URL <http://www.dhl.com/en/express/tracking.html>.

The DHL delivery terms and conditions are applicable to all packages shipped by PICA via DHL couriers. These terms and conditions can be viewed on the DHL's website or by clicking the URL [http://www.dhl.com/en/express/shipping/shipping\\_advice/terms\\_conditions.html](http://www.dhl.com/en/express/shipping/shipping_advice/terms_conditions.html) [www.DHL.com](http://www.DHL.com).

### **Damaged Items in Transport**

If there is any damage to the packaging on delivery, contact us immediately at PICA's customer care centre at (876)754-PICA or email us at [passportonlinesupport@pica.gov.jm](mailto:passportonlinesupport@pica.gov.jm)

### **Questions**

If you have any questions about the delivery and shipment of your passport, please contact our customer care centre at (876)754-PICA or email us at [passportonlinesupport@pica.gov.jm](mailto:passportonlinesupport@pica.gov.jm)