



PERSONAL INFORMATION INDEMNITY

TO: AMREF SACCO
P.O. BOX 18604 - 00100
NAIROBI

I _____ ID/Ppt No. _____ ("hereinafter referred to as **"the Client"**) has requested Amref Sacco Limited of P.O. Box 18604 -00200 Nairobi ("hereinafter referred to as **"the Sacco"**") to act on instructions transmitted via:

Telephone Number _____

e-mail address _____ for member number _____

Bank Details

Bank Name: _____ Bank Branch: _____

Account Number: _____

The Sacco is prepared to act upon the instructions received via the e-mail address and Telephone stated above subject to the client providing the indemnity in the form herein below stated and, on the terms, and conditions stated below:

1. The Sacco may, but is not obliged, to act on any instruction that claims to come from the Client.
2. I shall furnish the Sacco with an e-mail address and telephone number from which the Sacco can accept instructions and call back to confirm the instructions. I shall be entitled to amend the aforementioned e-mail by written instructions duly executed per the authorized mandate vide the existing email in the Sacco 's records.
3. I irrevocably authorize the Sacco to make any payments and comply with all instructions contained in such email and telephone conversation without any reference to or further authority from me/us and without enquiry into the justification therefore or validity thereof and agree that the Bank may assume the authenticity thereof and that any payment which the Sacco shall make or instructions which the Sacco may comply in accordance or purporting to be in accordance with such email, facsimile and or telephone instructions shall be binding upon me and shall be accepted by me as conclusive evidence that the Bank was liable to make such payment or comply with such demand.
4. It is not possible for the Sacco to check the authenticity of all emails or telephone conversations and instructions that claim to come from the Client.
5. All scans, mandates, consents, commitments, emails, telephone conversations, and any other documents, which claim to come from me (Claimed Instructions) will be treated as having been given by me in the form actually received by the Sacco. The Claimed instructions may, as a result of the malfunction of equipment, the distortion of communication links and the like, be different to that intended or sent, and I shall be bound by it.

6. I confirm that the Sacco will not be liable for any loss (consequential or otherwise) incurred by me/us as a result of the Bank acting or declining to act (wholly or in part) on instructions which the Sacco believes to have been given in conformity with the above, whether or not such instructions have been so given. The fact that any instruction may later be shown to be in any way false, incomplete, inaccurate, delayed, erroneous, unauthorized or otherwise not authentic, should not be an impediment to the rights of the Sacco hereunder. This does not include losses arising from the proven unlawful or fraudulent acts of the Bank's employees.

7. I agree to indemnify you and keep you indemnified against all actions, proceedings, claims, demands, liabilities, losses, costs, charges, damages and expenses in relation to and arising out of any of your acts or to act in accordance with such email, facsimile or telephone instructions and to pay or reimburse the Sacco, on demand and in the currency in which the same shall have been made, suffered or incurred; all payment, losses, costs and expenses made, suffered or incurred by the Sacco thereunder or in consequence thereof or arising thereout and I irrevocably authorize the Bank (without prejudice to any other rights that the Sacco may have) to debit to my account or any of my accounts with you all such payments, losses, costs and expenses whether such account or accounts is or are overdrawn by reason of any such debit.

8. I agree that the Sacco will, notwithstanding this Indemnity, require that any instruction given by me be given in accordance with the signing arrangements of the account(s), and the Sacco may at its discretion request written or any other form of confirmation of any instruction.

9. I hereby agree that where the Sacco receives an e-mail or telephone call from an e-mail address or telephone number that is different from the email address and telephone number existing in the Sacco's records it shall not honor the instructions. If the Sacco suspects an e-mail or phone call to have been tampered with or from a fraudulent source, the Sacco shall not honor the instructions.

10. I hereby agree that all e-mail and telephone instructions shall be deemed to be given by the Client in the form received by the Sacco irrespective of any distortions occurring during transmission of the message.

11. Without prejudice to the foregoing, I shall indemnify and keep the Sacco indemnified from, defend the Sacco against, and pay any final judgment awarded against the Sacco, resulting from third party claims arising from the use of the Services leading to loss or damage (including consequential loss or damage) where the proximate cause of such loss or damage is attributable to my negligence, recklessness, indifference, unreasonable delay or any other cause howsoever arising.

12. I hereby confirm that the Sacco shall not be liable to me or any other person where:

- i. I have entered incorrect details and the payment is made to the wrong recipient;
- ii. I have exceeded transaction/daily or monthly or annual limits for transactions or I/we acting outside of the authorized mandate;
- iii. My emails and or telephone calls *are* not received by the Sacco or recipient of mails and or calls from my address and or telephone number is temporarily or permanently barred;
- iv. My hardware, software or internet providers services is not functioning properly;
- v. The transaction is suspicious or fraudulent resulting in losses to third party;
- vi. The transaction details received do not contain the correct information;
- vii. My receipt of funds is intercepted by legal process or other encumbrances restricting the transfer; or
- viii. Unforeseen circumstances prevent the execution of a request by the Sacco despite any reasonable precautions taken by Sacco. Such circumstances may include, but are not limited to act of God, power outages, fire, flood, theft, equipment break down, internal mechanical malfunctions,

or the Sacco Systems delays or failures.

13 I hereby agree to adhere to procedures and /or restrictions imposed by the Sacco with regard to issuance of e-mail, facsimile and telephone instructions to the Sacco.

14 I may by written instructions duly executed by the authorized mandate withdraw from the arrangements envisaged in this document.

15 The indemnity and all future transactions shall be governed by laws of Kenya and I submit to jurisdiction of Kenya Courts and Sacco policies and procedures.

By filling and signing this form, you authorize the Sacco to process and store your personal data for the purpose of updating your personal information.

Signed by duly authorized signatories

Name: _____ **Mno** _____ **Signature** _____ **Date** _____

Name: _____ **Mno** _____ **Signature** _____ **Date** _____

(Witness)

