



E-MAIL INDEMNITY

TO: EQUITY BANK SOUTH SUDAN LIMITED
P.O. BOX 349
JUBA

I _____ of Mailing address _____
ID / Ppt No _____ ("hereinafter referred to as as **"the Client"**) has requested **Equity Bank South Sudan Limited** of _____ P.O. Box 349 Juba ("hereinafter referred to as **"the Bank"**) to act on instructions transmitted via e-mail address _____ for Account Number _____

The Bank is prepared to act the instructions received via the e-mail address 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 Client shall furnish the bank with an e-mail address from which the Bank can accept instructions. The Client shall be entitled to amend the aforementioned e-mail by written instructions duly executed per the authorized mandate vide the existing email in the bank's records.
2. All e-mail instructions of the Client to the Bank shall be authorised by the Client as per the Authorized mandate provided by the Client to the bank.
3. The Client hereby agrees that where the Bank receives an e-mail from an e-mail address that is different from the email address existing in the bank's records it shall not honor the instructions. If the Bank suspects an e-mail to have been tampered with or from a fraudulent source, the Bank shall not honor the instructions.
4. The Client agrees that all e-mail instructions shall be deemed to be given by the Client in the form received by the Bank irrespective of any distortions occurring during transmission of the message.
5. Without prejudice to the foregoing, the Client shall indemnify and keep the Bank indemnified from, defend the Bank against, and pay any final judgment awarded against the Bank, 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 the Client's negligence, recklessness, indifference, unreasonable delay or any other cause howsoever arising.
6. The Bank shall not be liable to the Client or any other person where:
 - i. The Customer has entered incorrect details and the payment is made to the wrong recipient;
 - ii. The Customer has exceeded transaction/daily or monthly or annual limits for transactions or the Client is acting outside of the authorized mandate;
 - iii. The Clients emails are not received by the Bank or recipient of mails from the Clients address is temporarily or permanently barred;
 - iv. The Client's hardware, software or internet provider's service is not functioning properly;
 - v. The transaction is suspicious or fraudulent resulting in losses to the a third party;
 - vi. The transaction details received do not contain the correct information;
 - vii. The Client's receipt of funds is intercepted by legal process or other encumbrance restricting the transfer; or
 - viii. Unforeseen circumstances prevent the execution of a request by the Bank despite any reasonable precautions taken by the Bank. Such circumstances may include, but are not limited to acts of God, power outages, fire, flood, theft, equipment breakdowns, internal mechanical malfunction, or the Banks System delays or failures.
7. The Client hereby agrees to adhere to procedures and/or restrictions imposed by the Bank with regard to issuance of e-mail instructions to the Bank.
8. The Client may by written instructions duly executed by the authorized mandate withdraw from the arrangements envisaged in this document.
9. The indemnity and all future transactions shall be governed by all applicable laws and the Banks policies and procedures.

Signed by the duly authorized signatories

Name: _____ Passport No. _____ Signature: _____ Date: _____

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