

EMAIL INDEMNITY

This deed of indemnity is made on the _____ day of _____ 20 ____ by _____

for the purpose hereof of Post Box No _____ (hereinafter referred to as the "Customer").

WHEREAS:

1. The customer operates a current account/ deposit account/ overdraft account/ savings account bearing no _____ with _____ Branch of Prime Bank Limited (hereinafter referred to as the Bank which expression shall include its successors and assignees (whether immediate or derivatives).
2. The Bank has developed a program that will enable the customer to access, view and receive information about the customers aforesaid account with the Bank by way of Email and Fax transmission at any time from anywhere.
3. The customer appreciates that by the nature of access or transmission the aforesaid information is not always secure or accurate and may also be unavailable or incomplete.
4. The customer has none the less agreed to make use of the said service from the Bank and the Bank has agreed to provide to the customer subject to the customer undertaking hereunder.
5. The customer has agreed to give the Bank instructions to transfer funds from one account to another in the same names, request for balances, bank statements and any other correspondence on the account.
6. The Bank shall NOT entertain withdrawal i.e. payment to third party through email/ fax instructions unless the email/ fax is counter signed by the authorized signatory/ ies (as per the mandate).

NOW THIS DEED WITNESS that in consideration of the Bank providing the aforesaid service so as to enable the customer to access/ view and receive information from the customer's aforesaid account with the Bank by way of email and fax transmission from time to time as aforesaid, the customer;

1. hereby confirms and agrees that the information transmitted / received by way of email and fax transmission is not always secure and may be accessed by unauthorized persons and / or be unavailable, incomplete and or may also contain errors resulting from alia, date corruption, interception, viruses, late arrival, incompleteness, destruction or loss; and
2. hereby covenants and agrees with the Bank that the customer will indemnify and at all times keep the Bank harmless and indemnified on a full and un-qualified indemnity basis against all losses, liability, damages, costs, expenses, actions, demands, claims and proceedings arising out of or concerning the use by the customer of the said service; and
3. hereby waives any right or claim the customer may have against the Bank for breach by the Bank of any of its customers duty under law or otherwise howsoever.

IN WITNESS HEREOF the customer has executed this deed of indemnity as of the say and year first above written.

For individuals (to be executed by each account holders):

Name _____

Email address: _____

Signature _____

In presence of _____

Name _____

Email address: _____

Signature _____

In presence of _____

Name _____

Email address: _____

Signature _____

In presence of _____

For Corporates (please note to affix seal on all pages)

Under seal:

Director _____

Director _____