



WAIVER AND INDEMNITY IRO  
TELEPHONE, FAX AND EMAIL INSTRUCTIONS AND  
SHORT MESSAGE SERVICE COMMUNICATION ("SMS")

WHEREAS:

Revenue  
Stamp  
N\$5

I/we ..... Account number(s) .....  
Acting on behalf of\*: .....  
(name of Company, etc.) .....

Registration Number\*: ..... \*Delete if inapplicable

have expressly requested Nedbank Namibia Limited, Registration Number 73/04561 ('the Bank'), to carry out certain financial transactions on my/our account(s) on the basis of instructions given telephonically, by fax, and/or by email, and hereby further authorise and instruct the Bank to correspond and share confidential or otherwise sensitive information with me/us via an SMS service;

AND WHEREAS the Bank has agreed, insofar as it may be possible within its normal policies and procedures, to allow and act on such instructions,

AND WHEREAS I/we understand, confirm and acknowledge that:

- 1 authorizing the Bank to act upon telephonic, fax and/or email instructions, or to correspond via an SMS service, may not be the safest or most prudent way of managing my/our portfolio of accounts as a result of the inherent shortcomings in relation to each of these methods;
- 2 aside from asking questions relating to personal information, it is not possible for the Bank to confirm the identity of any person providing instructions telephonically and that, should this personal information fall into the hands of a third party, it may be used for the purposes of committing fraudulent transactions;
- 3 instructions sent by fax can very easily be tampered with, intercepted, fraudulently abused by outsiders, be the cause of delay in carrying out instructions contained therein, be mislaid or not be properly legible and it may furthermore not be possible to verify any signature that has been faxed;
- 4 the Bank cannot confirm that any instruction sent by email has indeed been sent by me/us and that the risk of email facilities being fraudulently abused by unauthorised persons cannot be excluded;
- 5 correspondence received via SMS may be intercepted and fraudulently abused by outsiders with access to my mobile phone;
- 6 by instructing and authorising the Bank to accept telephone, fax and email instructions, and to correspond with me/us via an SMS service, I/we may be exposing myself/otherselves to risk, including but not limited to the aforementioned.

NOW THEREFORE:

- 1 I/we hereby indemnify the Bank against and waive any rights in connection with any demand, claim or action, whether directly or indirectly relating to or in connection with any telephonic, fax and/or email instruction given, or SMS received, unless the matter is as a result of gross negligence or wilful misconduct of the Bank or any of its employees or person acting for or controlled by the Bank, in which case the matter shall be dealt with on its legal merits.
- 2 I/we undertake that should any claim or action be made or instituted against the Bank as a result of such gross negligence or wilful misconduct, any claim shall be limited to direct damages and that no indirect, special or consequential damages shall be claimed.
- 3 I/we furthermore specifically indemnify the Bank and hold it harmless from all demands, claims, actions, losses and damage of whatever nature in relation to:
  - 3.1. infringements of confidentiality arising from the use of the telephone, fax and/or email to convey instructions to the Bank;
  - 3.2. infringement of confidentiality arising from the correspondence received from the Bank via an SMS service;
  - 3.3. malfunctions, failures or unavailability of any hardware, software or equipment;
  - 3.4. damage arising from any event beyond the Bank's control;
  - 3.5. damage arising from the reliance of any person on incorrect, illegible, incomplete or inaccurate information or dates contained in any instructions received by or sent by the Bank;
  - 3.6. damage arising from the sending of false, fraudulent or altered instructions by telephone, fax and/or email;
  - 3.7. damage caused by the misplacement or loss, however caused, of any instructions sent to the Bank by fax or email; and/or
  - 3.8. damage caused by the Bank's delay to act immediately upon any instruction sent to the Bank by telephone, fax or email,

provided that the aforementioned loss or damage is not a result of the gross negligence or wilful misconduct of the Bank's or any of its employees or person acting for or controlled by the Bank, in which case the matter shall be dealt with on its legal merits.

The following telephone, mobile and/or fax numbers and/or e-mail addresses may be used for providing instructions to the Bank, and/or for receiving correspondence via an SMS service from the Bank:

	NAME & SURNAME	TELEPHONE NO. (include area code)	CELLPHONE NO. (include area code)	FAX NO. (include area code)	E-MAIL ADDRESS
1.					
2.					
3.					
4.					
5.					

I/We undertake that I/we shall notify the Bank in writing (or, in such other mode(s) and or method(s) agreed by the Bank from time to time) of any change in the above telephone, mobile and/or fax numbers and/or e-mail addresses, and I/we understand and acknowledge that failure to do so shall result in me/our being bound by the telephone, mobile and/or fax numbers and/or e-mail addresses as provided for herein.

I/We hereby waive any right to confirmation of receipt of any instruction issued to the Bank by telephone, fax or email.

Signed at ..... on ..... / ..... / .....  
(place) (day) (month) (year)

**FOR AND ON BEHALF OF CLIENT:**

Signature .....

**Witness 1:** Full name(s) and surname ..... Signature .....

**Witness 2:** Full name(s) and surname ..... Signature .....

---

**FOR OFFICE USE**

AUTHENTICATION: .....

SIGNATURE OF PERSON VERIFYING CLIENT .....