



**WAIVER AND INDEMNITY IRO  
TELEPHONE, FAX AND EMAIL INSTRUCTIONS**

CIS number \_\_\_\_\_

**WHEREAS** \_\_\_\_\_  
(Name of individual client, company, close corporation or trust)

\*Identity/Registration no \_\_\_\_\_ \*Delete whichever is inapplicable

has expressly requested Nedbank Limited Reg No 1951/000009/06 ('the bank') to carry out certain financial, maintenance and servicing transactions on the basis of instructions given telephonically, by fax and/or by email and

**WHEREAS** the bank has agreed, insofar as it may be possible within its normal policies and procedures, to allow such instructions and

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

- 1 because of the shortcomings inherent in telephonic, fax and/or email instructions, authorising the bank to act on such instructions may not be the safest or most prudent way of managing my/our portfolio of accounts;
- 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 purpose of committing fraudulent transactions;
- 3 instructions sent by fax can very easily be mislaid, tampered with, intercepted, abused or fraudulently used by outsiders or cause delays in the carrying out of instructions contained therein or they may not be properly legible and it may furthermore not be possible to verify any signature appearing on the fax;
- 4 the bank cannot verify that any instruction sent by email has indeed been sent by me/us;
- 5 the risk of email facilities being abused or fraudulently used by unauthorised persons cannot be excluded; and
- 6 by instructing and authorising the bank to accept telephone, fax and email instructions, I/we may be exposing myself/ourselves to risk, including but not limited to the aforementioned, and

**WHEREAS** I/we am/are prepared to give such an indemnity,

**NOW THEREFORE**

- 1 I/we agree and confirm that the bank, its affiliates and/or employees will not be liable for any loss or damage caused directly or indirectly by instructions given by telephone, fax and/or email, including loss or damage brought about by or in relation to:
  - 1.1 infringements of confidentiality arising from the use of the telephone, fax and/or email to send or receive instructions, documentation or information to or from the bank;
  - 1.2 malfunctions, failures or the unavailability of any hardware, software or equipment;
  - 1.3 events beyond the bank's control;
  - 1.4 reliance placed on incorrect, illegible, inaudible, incomplete or inaccurate information or dates contained in any instructions received by the bank by telephone, fax and/or email;
  - 1.5 false, fraudulent or altered instructions by telephone, fax or email; or
  - 1.6 misplacement or loss, however caused, of any instructions sent to the bank by telephone, fax or email, and delay in acting immediately upon any instruction sent to the bank by telephone, fax or email.

**NB:**

- ! This document is not intended to protect the bank against loss suffered by a client due to the gross negligence and/or fraud of any of the bank's employees and in such an event the bank's liability will be determined on own legal merit, subject thereto that any damages then claimed will be limited to actual financial damage and provided that the client agrees not to hold the bank liable for consequential or any other special damages.
- ! The bank is under no obligation to confirm receipt of any instruction by telephone, fax or email, and the client remains responsible to ensure that instructions are received by the bank correctly and timeously.
- ! This document does not affect the relationship between the client and any of the client's creditors, and the client remains responsible for settling any amounts owing to creditors notwithstanding any dispute or claim against the bank in relation to anything contained in this waiver and indemnity.

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 BEHALF OF THE CLIENT**

Client signature _____	Client signature _____
1 <b>Witne</b>	3
<b>ss 1:</b> 2 _____	4 _____
5 _____	7 _____
6 Full name(s) and surname	8 Signature
9 <b>Witne</b>	11
<b>ss 2:</b> 10 _____	12 _____

Please note that the bank may not open new accounts or facilities based on telephone, fax or email instructions without the required supporting documentation.

CIS \_\_\_\_\_ Authentication \_\_\_\_\_

Signature of person verifying client \_\_\_\_\_

Employee number of person verifying client \_\_\_\_\_