

INDEMNITY FOR INSTRUCTIONS RECEIVED BY EMAIL AND MEMBER PORTAL ('ELECTRONIC INSTRUCTIONS')

With all electronic instructions sent from a member's email address or member portal, you acknowledge that the Sacco can implement your requests without requiring written confirmation bearing actual signatures in accordance with the Mandate for such account(s). No liability shall arise for acting or declining to act to an electronic instruction. The Sacco shall be deemed to have acted properly and to have fully performed all the obligations owed to the member notwithstanding that such Electronic Instructions may have been initiated, sent or otherwise communicated in error or fraudulently.

*By sending instruction electronically, a member agrees to indemnify the Sacco against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to the Sacco having acted in accordance with the whole or any part of any Electronic Instructions exercised (or failed to exercise) and/or release the Sacco from any claims the member might have a right to pursue. **For further details on electronic instructions, kindly [click here](#).***

ELECTRONIC INSTRUCTION INDEMNITY AGREEMENT.

Before Instructing the Sacco by Email Applicant(s) or through the member portal, members are hereby required to read and understand the email indemnity provisions herein.

Any member proceeding to issue instruction via email or through the online member portal is deemed to have considered the clauses in this Agreement and understood the limited liability of the Sacco and the same shall be construed to constitute an assumption of risk by the member.

TERMS AND CONDITIONS

1. By sending electronic instruction, Members request and authorize the Sacco to accept and act upon their email instructions in respect of any instruction which the Sacco would normally accept if the Instruction were presented in an original written format in accordance with the terms of the account/product.
2. Members acknowledge that it is not possible for the Sacco to check the authenticity of all electronic instructions that claim to come from the member and as such agree to be bound whether the such instructions are transmitted to the Sacco as a result of the malfunction of equipment, the distortion of communication links, cyber crime attempts or for any other reason.
3. For instruction to be deemed to have been received, there must be a reply from the Sacco confirming receipt and if necessary, issuing further directions as to the action to be taken including seeking clarity and confirmation regardless of this indemnity being in place.
4. The Sacco will not be liable for any loss (consequential or otherwise) incurred by any Member as a result of the Sacco 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 unless it can be shown that losses arose solely and exclusively from the gross negligence or fraudulent acts of the Sacco and/or its employees.

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.

5. The member will carry out and keep to any procedures or restrictions, digital safety measures or both, imposed by the Sacco about the sending of electronic instructions including but not limited to keeping private my account details and pins, logging out of my accounts after use to minimize fraudulent transactions, restricting use of public networks and computers that are susceptible to cyber hacks, notifying and or following up with the Sacco on any suspected/ illegal transactions or instructions sent from my account.
6. Regardless of the foregoing, the Sacco is not obliged to act on all instructions received and that it may at any time on written notice sent to a Member at the email address and/or postal address or portal held in the Sacco records, withdraw from the arrangements envisaged in the Electronic Instruction Indemnity Agreement.
7. Members waive any rights they are entitled to or obtain now or in future against the Sacco arising directly or indirectly from any losses or damages which they may suffer as a result of the Sacco acting or declining to act (wholly or in part) on any Instruction excluding losses arising solely and exclusively from the gross negligence or fraudulent acts of the Sacco and/or its employees.
8. This indemnity Agreement remains an obligation Members owe to the Sacco subject to changes notified by the Sacco from time to time.

This release and indemnity take precedence over General Terms and Conditions, the provisions of the indemnity shall have precedence.

For any clarity on this Agreement or the risks associated to electronic instruction, or the effect of the indemnity kindly reach out to us for help through our email info@mhasibusacco.com

I confirm that I have read and understood the contents of this indemnity and the consequences thereof.

Name.....

Member No:

Signature:

Date:

