

Please consider the clauses below carefully as they limit the Bank's liability and constitute an assumption of risk by you. We may change the terms of this Electronic Instruction Indemnity and if we do so, we will provide you with reasonable notice. The latest version of the Electronic Instruction Indemnity applies to you each time you transmit queries, instructions, information or other communications via electronic means to us.

You:

1. agree that you have requested The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) (**Bank**) to act in accordance with any queries, instructions, information, or other communications furnished to the Bank, or which reasonably appear to have been furnished to the Bank, transmitted via electronic means, including but not limited to emails and instructions received and processed on any digital media platform, e.g. WhatsApp or SMS, by you or by any purportedly duly authorised third party on your behalf, to the Bank (**Instructions**);
2. hereby authorise the Bank to accept and act on any Instruction/s which the Bank would ordinarily accept if the Instructions were presented in an original written format;
3. agree that the Bank will not accept responsibility for any loss (consequential or otherwise) incurred by you as a result of the Bank acting or declining to act (wholly or in part) on Instructions which the Bank believes to have emanated from you, and you hereby waive any and all claims you may have now or in future against the Bank arising directly or indirectly from any losses or damages which you may suffer as a result of the Bank acting or declining to act (wholly or in part) on any Instruction;
4. acknowledge that electronic media such as emails and digital media platforms are not secure or error-free channels of communication and acknowledge that it is not practical for the Bank to establish or verify the authenticity of all Instructions. The fact that any Instruction (including email and digital Instructions) may later be shown to be in any way false, inaccurate, unauthorised or otherwise not authentic, will not be an impediment to the Bank's rights in terms of this Electronic Instruction Indemnity;
5. acknowledge that the Bank is prepared to act on Instructions which purport to emanate (come from) you, or from any purportedly duly authorised third party on your behalf;
6. agree that Instructions transmitted to the Bank may, as a result of the malfunction of equipment, the distortion of communication links and the like or for any other reason, be different to that intended or sent and you shall be bound thereby;
7. agree that the Bank is not to be held liable for errors or delays in transmissions, or the misinterpretation on receipt of an Instruction, save for where the Bank has acted with gross negligence or willful misconduct or fraudulently through itself and/or its employees
8. waive any rights you may have or obtain now or in future against the Bank arising directly or indirectly from any losses or damages which you may suffer as a result of the Bank acting or declining to act (wholly or in part) on any Instruction, and you agree to indemnify the Bank in respect of any claims, demands or actions made against the Bank or losses or damages suffered by the Bank because it so acted or declined to act, excluding losses arising solely and exclusively from the gross negligence or fraudulent acts of the Bank and/or its employees;
9. agree that in respect of Instructions regarding the transfer of money, whether the transfer is from any account in your name to any other account in your name or to any account in the name of any third party at any branch of the Bank or at any branch of any other bank, same day value may only be given if the Instruction is received by the Bank before the relevant cut-off time;
10. agree to implement and adhere to any procedures and/or restrictions imposed on you by the Bank from time to time regarding the sending of Instructions to the Bank; and
11. agree that the Bank will not be obliged to act on any Instruction and that it may at any time on written notice sent to you at the email address and/or postal address we have on record for you, withdraw from the arrangements envisaged in this Electronic Instruction Indemnity.