



KINGDOM SACCO SOCIETY LIMITED

Empower House, Githurai 45, Thika Road
P. O. Box 8017, 00300, Nairobi, Kenya
Tel. +254205006060

Email: info@kingdomsacco.com. Website: www.kingdomsacco.com

EMAIL IDEMNITY

I _____ Member Number _____ of postal address _____ ID/Passport/Reg No _____ (“hereinafter referred to as the **“the Client”**”) has requested **Kingdom Sacco Limited** of P.O. Box 8017- 00300 Nairobi (“hereinafter referred to as **“the Society”**”) to release requested information and act on instructions transmitted via the e-mail address _____ for General Information and/or Sensitive Data (PIN/OTPs) for my Accounts held at the Society.

The Society is prepared to act the instructions received via the e-mail address stated above subject to the client providing indemnity in the form herein below and on the terms and conditions stated below:

1. The Client shall furnish the Society with an e-mail address from which the Society can accept instructions. The Client shall be entitled to amend the aforementioned e-mail by written instructions duly executed per the authorized mandate.
2. All e-mail instructions from the Client to the Society shall be authorized by the Client as per the authorized mandate provided by the Client to the Society.
3. The Client hereby agrees that where the Society receives an e-mail from an e-mail address that is different from the above stated e-mail address it shall not honour the instructions. If the Society suspects an e-mail to have been tampered with or from a fraudulent source, the Society shall not honour the instructions.
4. The Client agrees that all e-mail instructions shall be deemed to be given by the Client in the form received by the Society irrespective of any distortions occurring during transmission of the message.
5. Without prejudice to the foregoing, the Client shall indemnify and keep the Society indemnified from, defend the Society against, and pay any final judgement awarded against the Society, resulting from third party claims arising from the use of the Services leading to loss or damage (including consequential loss or damage) where the proximate cause of such loss or damage is attributable to the Client’s negligence, recklessness, indifference, unreasonable delay or any other cause howsoever arising.
6. The Society shall not be liable to the Client or any other person where:
 - i. The Client has entered incorrect details and the payment is made to the wrong recipient;
 - ii. The Client has exceeded daily or monthly or annual limits for transactions or the Client is acting outside of the authorized mandate;
 - iii. The Client’s email instructions are not received by the Society or recipient of mails from the Clients address is temporarily or permanently barred;
 - iv. The Client’s hardware, software or internet provider’s service is not functioning properly;
 - v. The transaction is suspicious or fraudulent resulting in losses to the a third party;
 - vi. The transaction details received do not contain the correct information;
 - vii. The Client’s receipt of funds is intercepted by legal process or other encumbrance restricting the transfer; or
 - viii. Unforeseen circumstances prevent the execution of a request by the Society despite any reasonable precautions taken by the Society. Such circumstances may include, but are not limited to acts of God, power outages, fire, flood, theft, equipment breakdowns, internal mechanical malfunction, or the Society System delays or failures.
7. The Client hereby agrees to adhere to procedures and/or restrictions imposed by the Society with regard to issuance of e-mail instructions to the Society.
8. The Client may by written instructions duly executed by the authorised mandate withdraw from the arrangements envisaged in this document.
9. The indemnity and all future transactions shall be governed by all applicable laws and the Society’s policies and procedures.

Signed by the duly authorized signatories:

Name: _____ ID No. _____ Signature: _____ Date: _____

Name: _____ ID No. _____ Signature: _____ Date: _____

Name: _____ ID No. _____ Signature: _____ Date: _____

For Official Use Only:

Received By: _____ Verified By: _____

Signature: _____ Signature: _____