

Authority and Indemnity for Email Transactions



Date:
DD MM YYYY

Bank Nizwa
P.O. Box: 1423, PC 133
Muscat, Oman

WHEREAS:

- A) I/We hereby represent, declare, and understand that the nature of my/our work requires me/us to give instructions to banks by the quickest and most expedient means of communication, which is transmission by email.
- B) I/We hereby represent that if I/we adopt/ employ any other means of transmission other than by email to communicate my/our instructions to the Bank, there will be a delay in my/our banking transactions and I/we will consequently suffer loss of opportunity and/or profits.
- C) I/We hereby expressly acknowledge that I/we are fully aware and cognizant of the various risks (e.g. technical forgery, programming of bogus email domains / email id's) inherent and associated with communicating instructions to banks by email transmission and various fraudulent activities arising from and out of such transmissions and are fully prepared to accept such risks and that it is not in the interest of banks to assume such risks which have far-reaching consequences.
- D) I / we undertake to inform the bank immediately in writing about any changes of the authorized signatories / officials.

In consideration of your acceding to my/our request and me/us agreeing to accept and act upon instructions by email as above, I/we hereby confirm, agree and undertake the following:

- While it is not mandatory for me/us to send the original instruction to the Bank, should I/we choose to forward the original to you, it will be boldly marked with the following:
"EMAILED ON _____ AVOIDS DUPLICATION".
The instructions transmitted by email will continue to be considered as confirmed instructions and will have the same legal weight and standing as the originals.
- If for any reason or other, you acted on instructions sent through our email id or email domain (company domain name) which were misused, or were sent by any unauthorized person, or if you do not receive the original of any email message or its attachments as above, and subsequently it is proved that this email or it's attachments is not sent by me/us, you will not be responsible for acting on this message and I/we will take full responsibility and liability for this, as this amounts to violation of my/our duty to exercise diligence and due care and to my/our agreement and undertaking with you as above.
- Acting by you on what may be photocopies emanating from the emails is fully binding on me/us even if you do not receive the original of the email authorization/ instructions.
- You will not be held liable for any irregularity, delay, mistake or omission which may occur in the transmission of email instructions, or for the non-receipt of, or misinterpretation of the email instructions.
- You are hereby irrevocably authorized to rely on email instructions as genuine, true and accurate reproduction of the original instructions and you shall bear no liability for acting thereupon and you are entitled to treat each email authorization/ instructions as fully authorized and binding on me/us and you are entitled (but not bound) to take such steps in connection with or in reliance upon such communication as you may in your sole and absolute discretion, deem appropriate.
- This email Indemnity covers all the existing accounts (Current Account, Mudaraba Investment Account etc.), with Bank Nizwa of _____ (Name of Person/Company) that are held in his/its name. It also covers any future accounts that may be opened by my/our name with Bank Nizwa
- I/We acknowledge and understand that the Bank might refuse or refrain from acting upon certain Email instructions, if the Bank, acting reasonably, suspects any discrepancies in the Email instructions, or if the signatures do not tally with the approved signatures in the Bank records.
- In all cases, I/we undertake to indemnify & keep the Bank indemnified at all times and to hold the Bank harmless from any and all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank suffered or incurred by the Bank and which shall have either directly or indirectly come out of or in connection with the Bank acting upon the Email instructions.

CIF No.:	
Customer Name(s)	
Signature(s) / Stamp	

FOR BANK USE ONLY	
Checked by (Staff Name):	Approved by (Staff Name):
Signature	Signature