

**MANDATE AND INDEMNITY FOR ELECTRONIC STATEMENTS**

**To: National Bank of Malawi Limited (“the Bank”)**

I/We í .. authorise the Bank to, with immediate effect and until further notice, send my/Our statements and contract notes, via email to the address(es) listed below.

Account Name: \_\_\_\_\_

Account Numbers:

1.
2.
3.

Please indicate which channel you prefer to receive your statements:

E-mail. No hardcopy will be sent. (Please specify email address to receive statements below).

Web/Internet Banking Statement (Only for registered customers).

Please indicate frequency with which you prefer to receive your e-Statement

Daily

Monthly

Quarterly

Annual

**Confirmation of your present Contact Details:**

Physical Address:	Mobile No.	Fax No

**Email Address to receive e-Statement:** .....

**Email Address to receive e-Statement:** .....

**Email Address to receive e-Statement:** .....

NOW THIS DEED WITNESSETH that in consideration of the Bank providing the Service so as to enable me/us to access/view and receive information from the Customer’s aforesaid account with the Bank by way of e-mail transmission from time to time as aforesaid, I/we hereby confirms and agrees that:

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| <ol style="list-style-type: none"> <li>1. The Bank will send e-Statement to the nominated e-mail address(es) and the e-Statement shall be deemed to have been delivered to the e-mail address(es) upon four (4) calendar days from the Statement generated date.</li> <li>2. I/We agree to maintain a valid e-mail address(es) to receive the e-Statement and to inform the Bank immediately if I/We am/are unable to access the information that has been delivered.</li> <li>3. For any change in particulars in relation to this Service, such as change of e-mail address(es), written notification to National Bank of Malawi is required. Upon receiving my/our instruction, I/we should allow 5 business days to process my/our request.</li> <li>4. The Service will be automatically suspended by National Bank of Malawi if any contract notes, daily activity statements and monthly activity statements sent via e-mail are returned to the Bank after delivery trials in two consecutive statement days. The returned contract notes, daily activity statements and monthly activity statements will be re-sent by post. All the subsequent contract notes, daily activity statements and monthly activity statements will be sent by post thereafter.</li> <li>5. By accepting this Service and then activating my/our account(s) for the Service, I/we consent to the electronic delivery of statements</li> </ol> | <ol style="list-style-type: none"> <li>6. for all of my/our activated eligible account(s), including any cheque images normally included with paper statements.</li> <li>7. I/we agree that the Bank may, at its option, apply my/our current online statement delivery elections for an existing account to any eligible account that replaces it. The Bank always reserve the right to communicate with me/us in writing by postal mail, regardless of what other delivery options I/we may have chosen through our Online Banking service and/or this Service.</li> <li>8. In order to use the Service, I/we will need a computer and computer software that meets the requirements and is a current version of Adobe Acrobat Reader or equivalent in order to view, save and/or print my/our e-Statements. To print my/our e-Statements and, if applicable, check images I/we will also need access to a compatible printer. The Bank reserves the right to change the required software for the Service from time to time with appropriate notice to me/us.</li> <li>9. The acceptance by any authorized signatory on an eligible account is sufficient to activate the Service for all of my/our eligible account(s). Once I/we accept and activate the Service, the Bank will stop mailing my/our paper statements to me/us for all of your eligible account(s). There may be a delay of up to two full</li> </ol> |
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- statement cycles before I/we stop receiving the paper statements in the mail.
9. At any time I/we may withdraw my/our consent for electronic delivery of my/our statements and request the Bank to mail my/our paper statements again by making my/our request at any of the Bank's Service Centres, or emailing the Bank's Call Centre at [callcentre@natbankmw.com](mailto:callcentre@natbankmw.com), writing to Cards & e-Banking Division, NBM Towers, 7 Henderson Street, Blantyre, Malawi, or telephoning the Bank at +265 (0)1 820-622.
  10. If I/we cancel the Service, delivery of my/our paper account statements by postal mail will resume within two statement cycles. Statements that the Bank already provided to me/us through the Service will not be redelivered as paper statements. However, I/we may request copies of my/our previous statements. Fees may apply for copies as outlined in the Bank's current Tariff.
  11. There are no Bank fees to use the Service. If in the future the Bank decides to charge fees for the Service, it will provide me/us with at least 21 days advance written notice of any such change. Notice may be provided by mail to my/our address of record, and/or via email, if applicable. Fees separately disclosed in the Bank's Tariff and other Account Disclosures, as amended from time to time, may apply to specific services and accounts.
  12. I/we agree to be responsible for any telephone and Internet service provider charges that I/we may incur by accessing my/our e-statements.
  13. The Bank will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of the Bank. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by the Bank under this Service will impair the Bank's rights or powers under this Service.
  14. If an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, the Bank will provide me/us with written notice within thirty (30) days after such change. I/we may decline a change by notifying the Bank prior to the change's effective date to discontinue the Service. However, if I/we fail to terminate the Service and I/we use it on or after the effective date of the change, I/we will be deemed to have accepted and agreed to the changes, and they will become legally binding upon me/us.
  15. I/we may not assign any of my/our rights, duties and obligations under this Service to any other party. The Bank may assign this Service to any future, directly or indirectly, affiliated company. The Bank may also assign or delegate certain of its rights and responsibilities under this Service to independent contractors or other third parties.
  16. If any provision of this Service is invalid, illegal or unenforceable in any other jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Service in all jurisdictions, will not in any way be affected or impaired.
  17. I/We agree that in the event of any error appearing in the e-Statement(s), I/we shall notify the Bank immediately of the said error by calling the Call Centre at +265 1 831-471 or by email to [callcentre@natbankmw.com](mailto:callcentre@natbankmw.com). If no error is reported to the Bank by the aforesaid means within the succeeding month from the date the statement was deemed sent or within the time period as stipulated in the e-Statement or in the terms and conditions governing the relevant Account, I/we agree that such e-Statement shall be deemed to be true and correct.
  18. I/We agree that all my/our online communications will be sent online to the Bank and all such communications shall contain the following information: (a) name and account number; and (b) details of the error (if any). However, I/we shall not hold the Bank responsible if any of my/our online communication is not received by the Bank, or is not in a form readily understood by the Bank so that the Bank may act on it.
  19. The Bank is not responsible for any errors, omissions or delays in transmission of any communication.
  20. The laws of Malawi will govern all communications/transactions and this waiver/indemnity without giving effect to any conflict of law provisions.

National Bank of Malawi will make every effort to safeguard the confidentiality of its customers' account information. However, emails cannot be guaranteed to be secure or error free as the message and any attachments could be intercepted, corrupted, lost, delayed, incomplete or amended. National Bank of Malawi and its subsidiaries do not accept liability for damage caused by an email or any attachments and may monitor email traffic. In the event that you may not be comfortable with any such risk, you have an option to request for de-registration from the e-Statement service.

In consideration of the Bank acting in accordance with my/our instructions, I/We undertake to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank, out of or in connection with my/our use of the email facility, save those that arise by reason of the gross negligence or wilful default of the Bank or its officers.

I/We undertake to advise the Bank in writing within two days upon change of statement delivery mode for any reason or any changes in the specified instructions, until the Bank receives such written advices the Bank shall remain indemnified.

**Authorized Signature(s) (As per mandate):**

Full Name	Specimen Signature

**For Bank use only**

**Signed up by: Name ..... Signature..... Date.....**