

SHORT MESSAGE SERVICE (SMS) ALERT DEACTIVATION INDEMNITY

WHEREAS

I/We are customers of SafeHaven MFB (the Bank) with Account Number _____, with our registered telephone number for SMS being _____.

I/We are aware that the Bank is required to send transaction alerts via Short Message Service (SMS) to Me/Us under the Guide to Charges by Banks and Other Financial Institutions (the Guide) released by the Central Bank of Nigeria (CBN).

I/We insist on exercising the option granted by the CBN under the Guide to opt out of the SMS service understanding the implications of such deactivation to include, but not being limited to, loss of instant SMS notification on transactions occurring on My/Our account with SafeHaven MFB and the loss of the opportunity to promptly detect unauthorized or fraudulent transactions and/or prevent loss from such.

THEREFORE

I/We, in compliance with the Guide issue this indemnity to SafeHaven MFB as follows:

1. I/We agree to defend, indemnify, protect and hold harmless the Bank, and each of their officers, employees and agents from and against any and all losses, demands, attorneys' fees, expenses, costs, damages, judgments, liabilities, causes of action, obligations or suits resulting from the deactivation of the SMS transaction alert.
2. I/We agree that no limitation of liability shall apply to exclude or reduce My/Our liability to the Bank under this indemnity.

3. I/We agree that upon demand by the Bank for Me/Us to fulfil my obligations under this indemnity, I/We shall immediately satisfy our obligation by making payment of such sum as requested by the Bank.
4. Any demand in writing by the Bank to me requesting that I/We fulfill our obligation to pay the stated sum shall satisfy the need for demand under this indemnity if sent to me by post, e-mail, or by leaving same as my place of business or last known address.
5. I/We agree that if we fail to pay such sum upon demand, interest shall begin to accrue on the demanded sum at Prime Lending Rate from the date of demand until date of satisfaction of My/Our obligation.
6. I/We agree that, without prejudice to any lien or similar right to which the Bank entitled to under law, the Bank shall, at any time and without notice to Me/Us, consolidate all sums standing to My/Our credit in any of My/Our accounts with the Bank and in any currency and apply it to set off and satisfy any loss or liabilities incurred by the Bank as a result the Bank's compliance with the request for the deactivation of the SMS transaction alert.
7. I/We agree that the rights, powers, privileges or remedies provided in this indemnity are cumulative and not exclusive of any rights, powers, privileges or remedies provided by the law.

SIGNED this _____ day of _____, 20_____.

Name: _____

Signature: _____

Account Number: _____

Telephone Number: _____