



## Indemnity

The Client agrees, at its own expense, to indemnify, defend and hold harmless First Capital Bank, its directors and employees, representatives, agents and its Affiliates against any claim, suit, action or other proceeding brought against First Capital Bank, its directors employees, representatives, agents, and Affiliates by a third party, to the extent that such claim suit, action or other proceeding brought against First Capital Bank, its directors and employees, representatives, agents and Affiliates is based on or arises in connection with the user of the Service with reference to:

- any deletions, additions, insertions or alterations to, or any unauthorized use of, the Services by the Client
- any misrepresentation or breach of representation or warranty made by the Client contained herein; or
- any breach of any covenant or obligation to be performed by the Client hereunder. The Client agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.
- any loss direct, indirect or consequential arising out of erroneous details being inputted by the user of the service.

The client hereby agrees that First Capital Bank's aggregate liability for claims relating to the Service, whether for breach or in tort including but not limited to negligence, shall exclude claims for consequential damages and be limited to the transaction charges/fee or consideration paid by the client within the previous twelve (12) months for the Service, excluding any amount paid towards transactions.

Name

Signature

Date:

Name

Signature

Date:

Name

Signature

Date:

Name

Signature

Date:

### To Be Completed By The Branch

We approve the application & request you to facilitate Internet banking for the above customer. We confirm the facts stated above are true and correct.

Date Received:

Received by:

Signature verified by: