

Personal Account Opening Form



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(A) INDIVIDUAL CURRENT/ SAVINGS / CASHLINK ACCOUNT MANDATE

I/ We hereby authorise and request you to:

1. Open a current/ savings/ cashlink account in my/ our name and at any time subsequently, to open further accounts as I/ We may direct. I/We understand and agree that you may at your discretion and without giving any reason thereto decline to accept my/ our account application. I/ We also understand that until such time that you shall inform me/ us in writing of the relevant Account number, no account relationship is established with you.
2. Honour such cheques or other orders which may be drawn on the said account provided such cheques or orders are signed by me/ us and to debit such cheques or order to the said account whether such account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit without prejudice to your right to refuse to allow any overdraft or increase of overdraft and in consideration, I/ We agree;
 - a. All cheque books will be collected in person. To assume full responsibility for the genuineness, correctness, and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments and receipts or other documents deposited in my/ our account and in the same vein, I/ We assume full responsibility for the safeguarding of my cheque book so that unauthorised persons are unable to gain access to it; neglect of this precaution may be a ground for any consequential loss being charged to my/ our account; and in the event my/ our cheque book (or any cheque(s)) are mislaid, lost or stolen, I/ We will immediately notify the Bank. In this regard, I/ we will report any discrepancy in the number of cheques received to the Bank within seven (7) working days of having received the said cheque book. In the event that an account remains inactive or dormant for such period of times as the Bank may decide, the Bank reserves the right to impose such conditions in relation to the further operation of my/our account(s) in its sole and absolute discretion. The Bank may at any time at its sole and absolute discretion and upon written notice to me/ us add and/ or change one or more of these Terms & Conditions which shall take effect from the time of posting of the said notice. No failure or delay by the Bank in exercising or enforcing any right or option under these Terms & Conditions shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise its rights against me/ us or render the Bank responsible for any loss or damage arising there from.
 - b. To be responsible for the repayment of any overdraft with interest and to comply and be bound by the Bank's rules for the conduct of a current/ savings account which may be in force from time to time, and where this account is a joint account, our liability hereunder shall be joint and several;
 - c. To free the Bank from any responsibility for any loss or damage to funds deposited with it due to any future government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond our control, and that any of all funds standing to the credit of the account are payable at any of the Bank's urban branches, on demand only and only in such local currency or at your option, in such local currency as may then be in local circulation;
 - d. To be bound by any notification of change in conditions governing the account directed to my/ our last known address and any notice or letter sent to my/ our last known address shall be considered as duly delivered and received by us/ me at the time it will be delivered in the ordinary course of post;
 - e. That if a cheque credited to my/ our individual current/ savings account is returned dishonoured, it may be transmitted to us/ me through our last known address either by the bearer or post;
 - f. That the Bank may at any time without assigning any reason with at least 7 (seven) days' notice to me/ us, close my account whether it be in debit or credit;
 - g. That the Bank will accept no liability whatsoever for funds handed to Bank's representative outside banking hours or outside of the Bank's premises;
 - h. That the Bank is under no obligation to honour any cheques drawn on this account unless there are sufficient funds in the account to cover the value of the said cheques and I/ We understand and agree that any such cheque may be returned to me/ us unpaid but if paid, I am/ We are obliged to repay the Bank on demand. The Bank reserves the right to exercise its discretion in confirming cheques before payment and without responsibility/ liability to proceed/ withhold payment of such cheque(s);
 - i. That I/ We will make any disagreements with entries on my / our eStatements known to the Bank within 15 days of receipt of such eStatement. Failing receipt by the Bank of a notice of disagreement of the entries within 15 days from the day of receipt of the eStatement, it will be assumed by the Bank that the eStatement as rendered is correct;
 - j. That any sum standing to the credit of the current/ savings account shall bear interest charges at the rate fixed by the Bank from time to time. That Bank is authorised to debit from the account the usual bank charges, interest, commissions and any service charge set by the Bank from time to time;
 - k. That in the event that the Bank receives from myself/ us ambiguous or conflicting instructions in connection with the account, the Bank may in its absolute discretion and without any liability act or decline to act as the Bank deems fit;
 - l. That the Bank is authorised to accept for safe-keeping or for collection or for any other purpose any securities or other property deposited with the Bank or received from or on behalf of myself/ any of us/ all of us and to release, deliver or give up any such securities or property so accepted against written instructions signed in the manner described herein;
 - m. In the event of death of any one or more of us, the credit balance at that date on our account together with any security or property deposited with the Bank relating to such joint account shall be held to the order of the remaining account-holder(s) but subject to any claim, right, lien, charge, pledge, set-off, howsoever arising which the Bank may have in respect of the liability(ies) of any of the account-holders including the deceased.
3. I/ We also agree that in addition to any general lien or similar right to which you as bankers may be entitled by law, you may, at any time without notice to me/ us, combine or consolidate all or any of my/ our accounts without any liabilities to you and set-off or transfer any sum or sums standing to the credit of anyone or more of such accounts or any other credits, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me/ us with you in or towards satisfaction of any of my/ our liabilities to you or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
4. I/ We also agree to the standards of confidentiality and security afforded to any information regarding me/ us and my/ our accounts and/ or transactions to be reposed in the Credit Data Warehouse. I/ We agree to the uses to which these items of information will be put in the conduct of business within the Standard Chartered Group or any of their affiliates/ agents/ advisers/ regulators/ assignees/ partners or by my/ our guarantor or third party service provider.

(B) TERMS AND CONDITIONS FOR OTHER SERVICES

I/ We agree that in the use of the Phone Banking services and VISA Electron Debit Card, the following additional terms & conditions will apply in addition to the general terms and conditions.

1. It is my/ our responsibility to safeguard my/ our mobile telephone handset and/ or Card(s) and keep any confidential information, including but not restricted to security procedures, codes, and personal identifiers secret in order to prevent unauthorised and fraudulent use. Loss of the handset or card and/ or suspicion of tampering must be reported immediately to the Bank.
2. Any verbal report of loss or suspicion of tampering must be followed, within 5 days, by a written notice to the Bank. The Bank will not be liable for any loss occurring from use of the service by unauthorised persons before such notification.
3. The Bank may charge a replacement levy for the issuance of a new card.
4. In addition to the amount of all Transactions, certain charges will be debited to the Account as provided for herein.

The Bank shall charge an annual fee to each Cardholder in accordance with the Bank's schedule of fees from time to time in force. The annual fees for the Card will be debited to the Account linked with the Card on application/ renewal at the Bank's prevailing rate. The fees are not refundable.

There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Cardholder's Account.
5. In the event that I/ We wish to have an additional card for my/ our account, I/ We shall sign the mandate to indicate the additional user who will also be one of the account holders and shall sign the mandate to indicate same.
6. The Bank may cancel or invalidate a card without assigning any reason but I/ We can voluntarily cancel a card with the necessary documentation and a confirmation in writing within 5 days of any verbal instruction to cancel.
7. Debit cards not collected after 6 weeks and cheque books not collected after 14 days of request shall be destroyed by the bank.

8. I/ We agree that you may leave a message for me/ us on an answering machine or facsimiles or with any person answering the phone or with an automated dialling system.
9. Text messages between us may be recorded/monitored so that you can have records of our transactions and maintain service quality.
10. You are permitted to act on any instructions given by an authorised person provided the security procedures are followed. However, you may refuse to act on any instruction if it is unclear or might be in breach of a law, regulation or contractual agreement between us.
11. You will not be liable to me/ us for any loss, indirect or consequential, incurred by not acting on my/ our instructions, such failure being caused by force majeure, acts beyond your reasonable control.
12. You shall give notice of any variation in operation, features, terms and conditions of the service and the times the service will be available.
13. I/ We hereby confirm that I/we shall completely read and understand the instruction manual attached to the VISA Electron Card and will conform strictly to the details therein.
14. Any cards issued for this/these service(s) is/ are the property of the Bank and shall be surrendered upon first demand; the rights and use of the Card(s) are not transferable in any form.
15. I/ We agree to indemnify you against any loss, damage or liability which might occur as a result of non-compliance with the above and I/We shall be solely or jointly liable for any negligence, misuse, dishonesty or unlawful use whatsoever of the service provided herewith.
16. I/ We agree to the use and disclosure of my/ our information as set out in this notification.

(C) DISCLOSURE POLICY

The Customer hereby consents to the disclosure by the Bank and/ or any of its officers or employees for any purpose of any information concerning the Customer including without limitation, information relating to its business, its accounts held with the Bank or another Group Member, or its relationship with the Bank or another Group Member to any of the following:

1. any office or branch of the Bank or another Group Member;
2. any agent, contractor or third party service provider, or any professional adviser of the Bank or another Group Member;
3. any guarantor, or third party security provider of the Customer;
4. any regulatory, supervisory, governmental, or quasi-governmental authority with jurisdiction over the Bank or another Group Member;
5. any actual or potential participant or sub-participant in, or assignee, novatee, or transferee of, any of the Bank's rights and/ or obligations in relation to the Customer;
6. any person to whom the bank is required or authorised by law or court order to make such disclosure;
7. any person who is under a duty of confidentiality to the Bank;
8. any bank or financial institution with which the Customer has or proposes to have dealings;

(D) CASH LODGEMENT

Please note that the Bank, licensed under the Banking Act, is required to ensure that its business is not such that it may bring Zimbabwe into disrepute or damage its standing as a financial Centre and therefore is bound to comply with such constraints as the Central Bank of Zimbabwe may require.

(E) FAX INDEMNITY AND STATEMENTS

The bank is authorised to act on banking instructions sent by me/ us in relation to these accounts by facsimile or unless otherwise stated by me/ us. I/ We hereby expressly authorize the bank to send statements and/ or advices in relation to my/ our accounts to the contact address provided by me/ us by way of fax.

All documents or information regarding my/ our account or transactions with the Bank will be binding if they are in the form of data message or accessible in a form which they may be read, stored and retrieved whether electronically or as a computer print out for subsequent reference.

In consideration of the bank so doing, I/ We hereby release, indemnify and hold the Bank harmless from and against all actions, suits, proceedings, costs (including legal costs), claims, demands, charges, expenses, losses and/ or liabilities arising there from provided the bank has not been negligent, has acted in good faith and in accordance with my/ our written instructions. The bank has no obligation, duty or liability to the customer on contract, tort or whatsoever for breach of statutory duty or otherwise in respect of statements or balances advised via SMS or e-statements.

eStatements

Your eStatement will be available by online banking. You may then access and/ or download your eStatements by online banking. You may switch the manner in which you receive eStatements by contacting us.

Despite the features or options offered at the time you first register to receive eStatements, we may stop issuing paper printouts of your statements at any time. However, if you ask, we agree to give paper printouts on the basis that you pay the applicable fee. You are taken to receive each eStatement within 24 hours of the eStatement or eStatement Notification being sent by us. You must use only software compatible with eStatement service to access the eStatement.

(F) SAVINGS ACCOUNT CONDITIONS

1. The Savings account holder should make withdrawals in person. Exceptionally, the Bank may at its discretion and without responsibility, pay against the written order of the depositor duly authenticated.
2. The Bank reserves the right to fix minimum and maximum amount which may be deposited at any one time. Details of such limitations are available on request.
3. The Bank may require a depositor to close an account if, in the opinion of the Bank, the account is not being used as a bona-fide Savings Bank Account.

(G) WITHDRAWALS

1. Withdrawals from an account are subject to conditions we may impose. For example, we may require you to give us notice or, if you make more than a maximum number of withdrawals in a period, the terms on which we pay interest may change or we may charge you a fee.
2. We are not liable for any loss you incur in connection with our inability or delay in receiving or executing instructions or unavailability of funds or any product due to any circumstances beyond our control.

If any circumstances beyond our control occur, we may take any action we consider appropriate in connection with your account.

Circumstances beyond our control is defined as means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

3. Nothing in our banking agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority.
4. You may withdraw your deposits only at the country where the product is located. However, we may from time to time allow withdrawals of deposits from your account to be made in other countries subject to conditions we may impose, and you agree that we may withdraw any such permission at any time without notice. You agree that such withdrawals are subject to market conditions and the laws and regulations governing the location of the product, and the location of the withdrawal.

(H) CHEQUES

The Client acknowledges that cheques should always be written in ballpoint ink or fountain pen ink. The Bank reserves the right to dishonour any cheques written in felt-tip or marker pen ink without Notice and will not be liable for any Loss suffered as a result.

(I) GOVERNING LAW

These Terms and all transactions entered into by the Parties in relation or pursuant to an Account are governed by the laws of Zimbabwe.

(J) ENFORCEMENT

Jurisdiction of Zimbabwe courts:

- a) Subject to sub-clause (b) below, the Client submits to the exclusive jurisdiction of the courts of Zimbabwe to settle any dispute arising out of or in connection with these Terms, any Account or any Service (including a dispute regarding the existence, validity or termination of any agreement) (a "Dispute").
- b) Notwithstanding sub-clause (a) above, the Bank will not be prevented from taking proceedings relating to a Dispute in the courts of any other jurisdiction where any asset of the Client may be located. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

Service of process: Where a person (if any) is identified in an Account Opening Form as "Process Agent" and without prejudice to any other mode of service allowed under any relevant law, the Client irrevocably appoints the Process Agent as its agent for service of process in relation to any proceedings before the courts of Zimbabwe in connection with any Dispute.

(K) DISCLAIMER

Anti-money laundering and counter terrorism financing

1. To comply with anti-money laundering laws, counter financing laws, regulations and policies, including our policies, reporting requirements under financial transactions legislation and request of authorities, the Standard Chartered Group may be:

Prohibited from entering or concluding transactions involving certain persons or entities or required to report suspicious transactions to an authority.

Transactions impacted include those that may:

- (a) Involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - (b) Be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
2. A member of the Standard Chartered Group may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.
 3. No member of the Standard Chartered Group is liable for any loss arising out of any action taken or any delay or failure by us, or a member of the Standard Chartered Group, in performing any of its duties or other obligations, caused in whole or in part by any step taken as set out above.

(L) COVENANT

1. The customer shall not, permit or authorize any person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any loan or other transaction(s) contemplated by this Agreement to fund any trade, business or other activities:
 - (i) involving or for the benefit of any restricted party, or
 - (ii) in any other manner that would reasonably be expected to result in the customer or any Lender being in breach of any law or regulations.

(M) EXCLUSION OF LIABILITY

Unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with this agreement (including in connection with the provision of any product, unavailability or improper functioning of an electronic banking service, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our banking agreement, misrepresentation, your or an authorized person's instructions or any unauthorized instructions, a default, termination of any of our banking agreements, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the loss arises for any reason and even if the loss was reasonably foreseeable or we had been advised of the possibility of the loss.

(N) CLAUSING OF DEPOSITS

The Customer agrees that it has no right to claim any repayment of any deposit made in Standard Chartered Bank Zimbabwe Limited, from an alternative office (s) of Standard Chartered Bank in a different country when a Force Majeure event occurs adversely impacting on Standard Chartered Bank Zimbabwe Limited's ability to meet its obligations to customers on deposits in its jurisdictional territory. Standard Chartered Bank Zimbabwe shall only be required to use its best endeavors to notify the customer and restore normal services within the shortest possible time.

(O) "USE OF SOLUBLE INKS"

The Bank reserves the right to accept or reject in its sole discretion any handwritten instruction in any form from the Client where such instruction is not clear on its face or appears to be fraudulently altered due to the Client's use of a water-soluble ink. The foregoing includes but is not limited to dishonouring any cheque written and/ or signed by the Client using a water-soluble ink. The Client further indemnifies and saves the Bank harmless from all actions, proceedings, claims loss, damage, costs and expenses which may arise from the Client's use of a water-soluble ink as contemplated in this provision, and authorises the Bank to debit its account with an amount equivalent to the amount for which the Bank itself has given value to any other person in the course of acting upon such instruction by the Client.

(P) ACCOUNT MANDATE 124D - JOINT ACCOUNTS (married couples - to lodge copy marriage certificate)

We hereby request and authorise Standard Chartered Bank Zimbabwe Limited to open an account in our joint names and until written notice to the contrary to debit such account whether in credit or overdrawn with cheques, withdrawn and other negotiable instruments drawn thereon and signed by any one of us and to act on any written instructions in relation to the statement, the payment of standing orders, direct debits, the issue of drafts, mail and telegraphic transfers, purchases and sales of securities and foreign currencies and to act upon instructions to close the account provided those instructions are signed by any one of us.

We agree that the following terms will apply to this joint account;

1. If either of us should die, become insolvent or be placed under any form of curatorship, the credit balance then remaining in the account shall become the sole property of the other and The Bank shall be entitled to continue to honour cheques and instructions signed by the other.
2. Our liability to The Bank in respect of any overdraft or overdrawn account shall be joint and several.
3. Should The Bank receive any ambiguous or conflicting instructions from us, The Bank shall be entitled to act as it deems fit, without liability to us whatsoever.
4. Any amendment to this mandate will require the signatures of both of us but any request to close the account will be valid if signed by any one of us.

(Q) ACCOUNT MANDATE SPL85 - ESTATES AND LIQUIDATIONS

Hereby authorise and request you;

1. to open for me/ us in the name of the said Estate/ Liquidation a Banking Account in your books;
2. to pay all Cheques, Promissory Notes, Bills of Exchange and other negotiable instruments payable at your Branch purporting to be drawn, made or accepted by the said Estate, and to debit such instruments to the said account whether this account be in credit or otherwise;
3. to debit the account from time to time with all costs, expenses, charges, fees, commissions and disbursements consistent with banking practice;
4. to accept my/ our *joint/ several signature(s) as per **provided** specimen signatures
5. I/ We shall furnish the bank with the relevant Letters of Administration or Certificate of Appointment.

(R) ACCOUNT MANDATE SB-22B - MINOR ACCOUNTS

I, being the father/ mother and natural guardian/ legal guardian (if guardian appointed by Master of the High Court under letters or other authority) of the said Minor, hereby consent to and approve of a savings account being opened in the books of the **Standard Chartered Bank Zimbabwe Limited** Branch, in the name of a minor whose date of birth is as per application.

This is on the condition that until such time as the said minor attains the age of eighteen (18) years, my signature alone shall be accepted and be valid in respect of all transactions on this account; after this date the said minor shall be entitled to pay in and withdraw moneys from, and close this account should he/ she so desire, and I hereby approve of anything that may be done by the said minor or the Bank by virtue hereof.

(S) MOBILE BANKING TERMS AND CONDITIONS

Please read these terms and conditions carefully.

1. DEFINITION

In these terms and conditions, the following terms shall have the following meanings:

Facility means the SMS banking (styled Mbanking) granted by the Bank to the holder(s) of Standard Chartered Bank VISA Card and of any accounts or services as determined by the Bank from time to time. Account(s) for access to information on Accounts as may be prescribed by the Bank from time to time and usage of products and/or services as may be made available and included on mobile phone by the Bank from time to time.

Bank means any branch in Zimbabwe of Standard Chartered Bank Limited with which the Customer's Account(s) is/are maintained.

Customer means the person who holds an Account with the Bank

MSP means any mobile service provider through which the Customer or the Bank receives the mobile services as notified by the Bank.

Service Provider(s) definition includes but not limited to MSP's, organisations or individuals whose services the bank uses in relation to SMS Banking Service in any capacity.

PIN means the 6 digits PIN (Personal Identification Number) as provided to the Customer by the Bank for authentication / verification by Bank of his / her identity. The customer will be able to obtain a range of financial information as determined by the Bank related to his/her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s) and facility.

Alerts means the customized messages sent either by short messaging service / text ('SMS') over the Customer's mobile phone, email, or fax or any other modes of communication.

Affiliates means all parties involved in delivering the customer initiated messages to and from the Bank.

2. AVAILABILITY

- 2.1 The customer request for the Facility which the Bank at its sole discretion may discontinue at any time without any prior notice. The Facility is currently available to Zimbabwe Customers with Account(s) with the Bank.
- 2.2 The Bank may wherever feasible extend the Facility to other MSP's from time to time.
- 2.3 The Customer assumes full responsibility for the security and confidentiality of his or her mobile phone number and PIN to be used in initially gaining access to his or her enrolled Account(s) through the use of his or her mobile phone.
- 2.4 The facility may be extended by the Bank to any other accounts, products and/or services being offered by the Bank or otherwise at sole discretion of the Bank from time to time.
- 2.5 The Bank also reserves the right to make any additions or deletions in the services offered through the Facility at any time.
- 2.6 The Customer shall inform the Bank immediately on surrendering or discontinuing use of the MSP's mobile connection.

3. PROCESS

- 3.1 The customer is duly bound to acquaint himself / herself with the detailed process for using the Facility and the Bank is not responsible for any error/ omissions by the Customer.
- 3.2 The Bank may, at its discretion, from time to time change the features of any Alerts/ Facility. The Customer will solely be responsible for keeping himself/ herself updated of the available Alerts, which shall, on best-effort basis, be notified by the Bank through its website or through any other legally recognized medium of communication.
- 3.3 The processing of the registration form and activating the service shall require a minimum of 5 days from the date of submission of duly filled registration form.
- 3.4 The Customer is solely responsible for intimating in writing to the Bank any change in his mobile phone number and the Bank will not be liable for sending Alerts or other information over the customer's mobile phone number in any way whatsoever provided that the Bank has not been notified of a change in a Customer's mobile number.
- 3.5 The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services within Zimbabwe. The Customer accepts the timeliness of Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable for non-delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.
- 3.6 The Bank shall endeavour to provide the Facility on a best effort basis and the Customer shall not hold the Bank or its partner(s) responsible / liable for non availability of the Facility or any loss or damage caused as a result of use of the Facility (including relying on alerts for the Customer's investment business purposes).
- 3.7 The Customer accepts that each Alert may contain certain Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the bank deems that the same is relevant.
- 3.8 The Customer must keep their mBanking Personal Identification Number (PIN) secret all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and/or in case of any unauthorized use of his/her mobile phone or SIM card.
- 3.9 The Customer must keep the SIM card and his/her mobile phone in secure/safe custody at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and/or in case of any unauthorized use of his/her mobile phone or SIM card.
- 3.10 By agreeing to the Terms and Conditions of mBanking, the Customer accepts the option to use the enhanced options, as and when they are made available by the Bank, which may include but not limited to : transferring of funds, making bill payments, transferring from one currency to another. Upon the Bank offering the enhanced options, the Customer shall be advised the fees charged, if any, for the various enhanced options made available. Such Alerts shall be charged on per transaction basis or otherwise as determined by the Bank.

4. ADDITION AND WITHDRAWAL OR TERMINATION OF FACILITY

- 4.1 The Bank reserves the right to introduce additional services with or without giving any notice to the Customer. The Bank reserves the right to send messages to the registered Mobile phones regarding its products, services or any related matter, without the express consent of the Customer.
- 4.2 The Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility.
- 4.3 Notwithstanding the terms laid down in clause 4.2 above, either the Customer or the Bank may, for any reason whatsoever, terminate this agreement at any time upon prior written notice. Liabilities incurred by the Customer shall, however, survive the termination of this agreement.

5. FEE

- 5.1 The Bank may at any time, at its sole discretion, charge a fee for use of any or all of the Facility, under a notice to the Customer through any medium available. The customer will be charged this fee only after his/her consent. In case no consent is provided by the customer the Services defined above shall be discontinued without any further notice.
- 5.2 Unless otherwise waived by the Bank, after Customer consent is taken, the Customer shall pay the Bank, fees and charges of the use of the service. In this connection, the Bank is hereby authorized by the Customer to debit any of the customer's Account(s) with the Bank.
- 5.3 The Customer, shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the receiving of the Alerts, which may be levied by the MSP as per the terms and conditions of the MSP and the Bank is in no way concerned with the same.

6. DISCLAIMER

- 6.1 The bank or its employee/contractual staff will not be liable for: (a) any unauthorized use of the Customer's PIN or (b) mobile phone number/ instrument or unauthorized access to e-mails received at his notified email address for any fraudulent, duplicate or erroneous instructions given by use of the same; (c) acting in good faith on any instructions received by the Bank; (d) error, default, delay or inability of the Bank to act on all or any of the instructions; (e) loss of any information/ instructions/Alerts in Transmission; (f) unauthorized access by any other person to any information/instructions given by the Customer.
- 6.2 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery of the contents of each Alert.
- 6.3 The Bank shall not be held liable for any disruption or failure of providing mobile telecommunication services by MSP. The customer agrees that any complaint in connection with the failure of mobile telecommunication services shall be transferred to and addressed by the MSP.

7. LIABILITY

The Customer shall indemnify and keep the Bank and its Service Provider(s) free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on part of the customer and/or a third party with whom the Customer shares his/her PIN and mobile phone. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising out of or in connection with this agreement including but not limited to war, rebellion, typhoon.

8. LAW GOVERNING THIS AGREEMENT

This agreement is governed by the laws of Zimbabwe. Both parties agree to submit to the exclusive jurisdiction of the courts of Zimbabwe, unless both parties agree in writing within 14 days of declaring a dispute to submit to an arbitration proceedings conducted in accordance with the Arbitration Act of Zimbabwe (CAP 7:15)

This agreement is legally binding and:

- replaces all earlier terms and conditions relating to the service (if any) expect where We advise You otherwise;
- is in addition to the terms and conditions that apply to the sole accounts You may be accessing through the Service. If there is a conflict between the terms and conditions and any relevant terms and conditions, the terms and conditions of this agreement will prevail; and
- relates to individual accounts in Your sole name.

Declaration

- You represent and warrant that all the information (including any documents) you have given to us in connection with the application is correct, complete and not misleading. (if this is not the case, you may be held personally liable);
- You authorize us to verify any of the information you have given us or your credit standing from anyone we may consider appropriate (such as an authority or credit reference agency);
- You acknowledge that we may decline your application without giving you a reason for doing so. If this happens, no contractual relationship arises between us and you;
- You confirm and agree that we may give any information in connection with this application (including your personal information) to any service provider (whether located in or outside of Zimbabwe) for the purpose of providing any service to you in connection with this application (including data processing);
- You consent to us contacting you at the address, email address and telephone numbers you have provided us, to give you information on other products and services that we, or our strategic partners may offer;
- If you are applying for a **Personal Account**, you confirm that you have received, read and understood the terms and conditions governing the opening, operation and closure of the accounts with Standard Chartered Bank Zimbabwe Limited and agree to be bound by it.

DECLARATION

- If you are applying for an **Employee Banking Account**, you agree that the welcome pack will be accepted by your office coordinator on your behalf;
- If you are applying for a **Cashlink Account**,
 - (i) You confirm that you have received, read and understood the product features applicable to the account and these part of our banking agreement
 - (ii) You confirm and agree that Standard Chartered Bank Zimbabwe Limited reserves the right to convert the Cashlink Account to either a Savings or Current Account if the balance continuously exceeds any applicable balance threshold for the Cashlink account to be advised by the bank from time to time.
- If you are applying for the **Mobile Banking Service**, you declare that you have received, read and understood the terms and conditions of the service, including the charges arising as a result of the use of this service. These form part of our banking agreement and have been given to you and are available at any of our branches and you agree to be bound by them.
- If you are applying for the **E-statement**, you declare that you have received, read and understood the terms and conditions of the service, including the charges arising as a result of the use of this service. These form part of our banking agreement and have been given to you and are available at any of our branches and you agree to be bound by them.
- If you are applying for **Payment of utility bills** through any of our channels, you declare that you have received, read and understood the terms and conditions of the service, including the charges arising as a result of the use of this service. These form part of our banking agreement and have been given to you and are available at any of our branches and you agree to be bound by them.

SPECIMEN SIGNATURE AND DECLARATION

I/ We apply to open the above Account(s) with Standard Chartered Bank Zimbabwe Ltd (the Bank). I/ We represent that the information provided by me/ us in this form and in any other document(s) provided by me/ us to the Bank is true, accurate and complete. I/ We acknowledge that the Bank may decline my/ our application without providing any reason in which event no contractual relationship will arise between the Bank and me/ us. I/ We further acknowledge that I/we have received, read and understood the banks prevailing General Account Terms, applicable country supplement and the terms contained in this form and I/ we agree to be bound by them in connection with all Accounts opened by me/ us with the bank. I/ We further agree to be bound by any additional terms and conditions governing any facilities, products and or services offered by the Bank as I/ we may apply and/ or utilise from time to time. I/ we agree that the Bank reserves the right to close my/our account compulsorily without warning if it is unsatisfactorily conducted.

PLEASE ENSURE THAT YOU HAVE FULLY COMPLETED THIS FORM BEFORE SIGNING.

	Photo		Photo
X _____		X _____	
Specimen Signature of First or Sole Applicant		Specimen Signature of Second or Joint Applicant	
Name: _____ Date: <input type="text" value="DD"/> <input type="text" value="DD"/> / <input type="text" value="MM"/> <input type="text" value="MM"/> / <input type="text" value="YYYY"/> <input type="text" value="YY"/>		Name: _____ Date: <input type="text" value="DD"/> <input type="text" value="DD"/> / <input type="text" value="MM"/> <input type="text" value="MM"/> / <input type="text" value="YYYY"/> <input type="text" value="YY"/>	
Signature Witnessed by : _____		Signature Witnessed by : _____	

CONTACT

For all Customer Enquiries and Complaints

1. Call

+263 - 4 - 702909
+263 - 4 - 790869

2. Send an E-mail to
contactus.zw@sc.com

Specimen Signature of First or Sole Applicant	Specimen Signature of Second or Joint Applicant
Name: _____ Date: <input type="text" value="DD"/> <input type="text" value="DD"/> / <input type="text" value="MM"/> <input type="text" value="MM"/> / <input type="text" value="YYYY"/> <input type="text" value="YY"/>	Name: _____ Date: <input type="text" value="DD"/> <input type="text" value="DD"/> / <input type="text" value="MM"/> <input type="text" value="MM"/> / <input type="text" value="YYYY"/> <input type="text" value="YY"/>
Signature Witnessed by : _____	Signature Witnessed by : _____

IMPORTANT INFORMATION DOCUMENT ("IID") FOR ACCOUNT OPENING

Thank you for choosing to bank with Standard Chartered Bank. At Standard Chartered, we believe in earning your trust by presenting information in a clear and transparent manner to you. Therefore you are kindly requested to please note the following key terms that are associated with your Account:

A: I/We confirm to have provided the following;

1. Proof of identity:

- 1 passport size photograph
- Valid Passport
- Metal/plastic Driver's license
- Metal/plastic national registration disk

2. Proof of Residence:

- Utility bill (water, telephone or electricity bill, issued in the last 3 months)
- If it is a landlord/tenant relationship, then a copy of the current Lease/Rent Agreement
- If it is a husband/wife relationship a Marriage Certificate is required.
- Letters from employer
- Letter from a practicing accountant
- Letter from existing bank customer
- Letter from a practicing doctor
- Letter from a practicing lawyer
- Letter from a government administrator
- Affidavits from landlords
- Third party home owners' certificates
- Letters from schools, chiefs and head man
- Referral letters from senior bank officials

3. Other requirements:

- For expatriates only - Residence/Work Permit

B: I/We have read and understood the Account Opening Terms and Conditions which include:

- Debit Card Terms and Conditions
- Mobile Banking Terms and Conditions

C: I/We have read and understood the fees and charges as outlined in the tariff guide.

D: I/We fully understand the features of the Product and I/we are prepared to meet the charges associated with this product.

E: As required by law, we will share your information with regulators as and when requested.

F: This document is for your convenience and does not replace the Account Opening Terms and Conditions.

G: For additional information, please call our Customer Call Center on 08004127-32 or contact your nearest branch.

For Bank Use Only

Customer signature _____

Date _____

Customer Name		Customer Phone No.	
Sales Person		Sales Person PWID	

REMARKS		FOR BANK USE ONLY			
Relationship- Internal Use		Master- Account Master		Subsidiary- Accounts	
Service Indicator Code (RelationshipNo.1)		Branch Code		Consolidated Statement Flag	<input type="checkbox"/> Yes <input type="checkbox"/> No
Service Indicator Code (RelationshipNo.2)		ARM Code		Account Classification Code	
Relationship- Relationship CDD		Segment Code		GL Department ID	
Risk Code (RelationshipNo.1)		Ultimate Country Code		Interest Code	
Risk Code (RelationshipNo.2)		ISIC Code		Subsidiary- DSR Details	
		Regulatory Code		Referral ID	
		Residency Classification		Sourcing ID	
		Credit Risk grade		Closing ID	
Completed by: Name Signature Date:			Approved by: Name Signature Date:		
_____			_____		
_____ [D][D]/[M][M]/[Y][Y][Y][Y]			_____ [D][D]/[M][M]/[Y][Y][Y][Y]		
Static Data Input By:			Validated By:		
_____			_____		
CONSUMER BANKING OPERATIONS					
Static Data Input By:			Validated By:		
_____			_____		
Signature Input By:			Verified By:		
_____			_____		