



CORPORATES/SME INTERNET BANKING APPLICATION FORM

Please complete this form using BLOCK letters and tick where appropriate. Please note that all fields are mandatory.

INTERNET BANKING SERVICE REQUEST

Company type	<input type="checkbox"/> Private	<input type="checkbox"/> Public	<input type="checkbox"/> Government	<input type="checkbox"/> NGO	<input type="checkbox"/> Other
Registered Name	<input type="text"/>		Trading Name	<input type="text"/>	
Registration Number	<input type="text"/>		Physical Address	<input type="text"/>	
Phone Number	<input type="text"/>		Postal Address	<input type="text"/>	

AUTHORISED COMPANY ADMINISTRATOR 1 DETAILS

First Name(s)	<input type="text"/>	Preferred Username	<input type="text"/>
ID Number	<input type="text"/>	Position	<input type="text"/>
Home Address	<input type="text"/>	Mobile Number	<input type="text"/>
OTP Delivery method	<input type="checkbox"/> SMS	Please provide Mobile Number	<input type="text"/>
	<input type="checkbox"/> Email Address	Please provide Email Address	<input type="text"/>

AUTHORISED COMPANY ADMINISTRATOR 2 DETAILS

First Name(s)	<input type="text"/>	Preferred Username	<input type="text"/>
ID Number	<input type="text"/>	Position	<input type="text"/>
Home Address	<input type="text"/>	Mobile Number	<input type="text"/>
OTP Delivery method	<input type="checkbox"/> SMS	Please provide Mobile Number	<input type="text"/>
	<input type="checkbox"/> Email Address	Please provide Email Address	<input type="text"/>

DECLARATION

We, the undersigned, hereby declare that the information details supplied above are correct.

By ticking this box, we agree to be bound by the MyCash General Terms and Conditions.

Full Name	<input type="text"/>
Designation	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text"/>

Full Name	<input type="text"/>
Designation	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text"/>

FOR OFFICIAL USE ONLY

Received/Verified by (Name)	Customer Details Captured by (Name)	Captured Details Authorised by (Name)	Bank Stamp and Initials
Signature, Date, Time	Signature, Date, Time	Signature, Date, Time	Signature, Date, Time

GENERAL TERMS AND CONDITIONS

Applicable to _____ (hereinafter referred to as 'the client') and MyCash (hereinafter referred to as 'the bank').

The following terms and conditions are applicable to MyCash Internet Banking Services ('the services'), which MyCash will provide to the client upon formal approval of the client by the bank.

You, the client, confirm that the information and instructions in the electronic banking application form are both true and correct to the best of your knowledge. In the event of incorrect information being supplied, the bank will have the right immediately to discontinue any/all of the services without notification and you specifically waive any right to hold us liable for damage suffered as a consequence of services being discontinued in this manner.

You further confirm that you understand and accept that the terms and conditions below, as set out on the bank's website and amended from time to time, will apply to the use of any of the services pursuant to the electronic banking application.

1. PROFILE AND SERVICES

1.1 For the purposes hereof a reference to services will include any and/or all of the various services forming part of the bank's electronic banking services, which may be linked to a client's profile and are made available to the client through the bank's systems.

1.2 Once we have approved the application, you will be provided with an internet banking profile username and login credentials.

1.3 You will only have access to the services that are linked to your profile and only services selected in the application form (and approved) will be linked.

1.4 We may offer new services from time to time and reserve the right to modify, replace or discontinue any existing service without prior notice to you.

1.5 Services may be removed from your profile on written request by you and additional services may be linked to your profile on further application.

2. PASSWORD/PIN AND EQUIPMENT

2.1 Should you wish to make use of any service where a password/PIN is required, we will allocate you one in respect of your profile username. You agree to comply with all the terms and conditions in force from time to time and applicable to our services when password/PIN to gain access to any of the services or profiles.

2.2 You must provide and maintain hardware and all consumable material required for the use of the services unless such hardware and consumable material form part of our systems. We make no representations as to the suitability of any of your hardware, software or consumable material for the use of the services.

2.3 You agree to make use of the services available to you after we have approved and provided the device to you in accordance with these terms and conditions.

3. CLIENT'S OBLIGATIONS

3.1 You acknowledge that you are aware that the rendering of the services is subject to various acts and other legislation and you undertake to comply with all applicable legislation at all times.

3.2 You acknowledge that your use of the services will not vary any aspect of our relationship with you and both parties agree in particular that:

3.2.1 The use of any service will be subject to the completion and signature by your duly authorised signatory/signatories of the electronic banking application form and any other documentation or agreement required by us from time to time and the delivery thereof to a branch or electronic banking centre of the bank;

3.2.2 You must settle any payment obligations to the bank in accordance with the instructions issued to the bank through the service and this will not in any way entitle you to overdraw any account, unless prior arrangements have been made with us and then only in terms of such arrangements; and

3.2.3 The limits allocated to any of your accounts will not be exceeded.

3.3 You must inform us of any change in the information provided to us in the application form and confirm that you will have no claims against us if any information is incorrect.

3.4 You must:

3.4.1 Acquaint yourself with the functionality of the services and how they are to be used and, if necessary, ask us for help;

3.4.2 Immediately change any temporary password/PIN allocated by us for the purpose of giving you access to the services for the first time;

3.4.3 Acquaint yourself with and follow the security procedures communicated by us from time to time as well as such other procedures that may apply to the services and specifically those that may be displayed on our internet website, acknowledging that:

3.4.3.1. We are not obliged to prescribe or recommend any security procedures to you, but we may do so and any failure by you to follow the recommended security procedures may result in a breach of the confidentiality of your confidential information and may lead to unauthorised transactions between accounts linked to your electronic banking profile with us; and

3.4.3.2. Any software downloaded by you from the internet and specifically our internet site, is third-party software, the licensing of which will be subject to such terms and conditions as the licensor of such software may impose and we make no representations or warranties as to the suitability of any of your information technology systems used for receiving, accessing or using the services;

3.4.4 Ensure the safekeeping and confidentiality of all confidential information, and must particularly ensure that the confidential information is not written down and kept where it can easily be discovered.

3.4.5 Ensure that nobody other than you is permitted to use services to which you have subscribed. If a power of attorney has been given, you must ensure that only authorised persons have access to and are allowed to use the services and businesses must ensure that only authorised employees have access to and are allowed to use the services;

3.4.6 Notify us immediately where you reasonably become aware or suspect that confidential information has been lost or forgotten or may have fallen into the hands of an unauthorised person;

3.4.7 Read, understand and apply the information displayed on any profile, system or electronic banking site and understand your role in respect thereof;

3.4.8 Ensure that you have current and updated antivirus software in place to prevent, detect and remove malicious computer viruses and acknowledge that undetected viruses may corrupt and/or destroy computer programs, applications, files and potentially computer hardware. Additionally you may unintentionally transmit the virus to other computers. We will not be held responsible for any computer virus that affects your computer or software while using the services; and

3.4.9 Acquaint yourself with any specific terms and conditions of use that may exist in relation to any of the services and will be bound by such terms and conditions as though they form part of this document.

3.5 You will not:

3.5.1 Cede or assign any of your rights under this agreement without our prior written consent;

3.5.2 Operate or use the service in any manner that will prejudice us; and

3.5.3 Use the services for any purpose that is unlawful or that is not permitted, whether expressly or implicitly, by these terms and conditions or by any applicable law or regulation. We reserve the right, subject to applicable law, to terminate the services and your right to the services at any time and for any reason, including, without limitation, if we in our sole judgement believe that you are or have been engaged in conduct or activities that violate any of the terms and condition or our rights or if you provided us with false or misleading information.

3.6 You understand and accept that you may only link a business account or an account requiring multiple signatures to the profile if you have submitted to us an original written resolution or power of attorney to this effect and you must ensure that no unauthorised persons have access to the services.

3.7 We will be entitled and authorised to debit your accounts with the amounts of the transactions effected through the services as well as to debit your accounts with the amount of any fees applicable to the services from time to time.

4. THE BANK'S OBLIGATIONS

4.1 We will:

4.1.1 Furnish you with temporary passwords/PINs on approving your use of the services offered in terms hereof; and

4.1.2 Furnish you with replacement confidential information only on written notice that a password/PIN has been lost, forgotten or fallen into the wrong hands.

4.2 You acknowledge that:

4.2.1 We will neither be required to inquire into the authority of any person who uses or has used the services or passwords/PINs, nor the validity of any information you gave us for the use of the services and we will be entitled to assume (unless we have been informed in writing to the contrary) that any person in possession of the confidential information is properly authorised to conduct any and all transactions through the services;

4.2.2 Once we have received and implemented an instruction given by you in the use of the services, you cannot countermand or amend such instruction but must follow the procedures we prescribe from time to time in respect of the various services.

4.2.3 If we are instructed in writing to stop a transaction, we will attempt to do so, but we will not be liable for any loss incurred, whether direct or consequential, if we fail to do so.

5. PAYMENTS AND TRANSFERS

5.1 Once payment to a third party or a transfer transaction (a transfer between your linked accounts) has been processed, a confirmation reflecting that the payment or transfer has been processed will be available to you.

5.2 Payments may take up to three business days to be reflected on third-party accounts.

6. FAILED TRANSACTIONS

If any transaction fails, including as a result of insufficient funds being available in your account or of a third-party account having been closed, we will not be held liable.

7. INDEMNITY

7.1 You hereby waive your rights in respect of and indemnify us against any demand, claim or action relating to or in connection with the services, whether directly or indirectly, unless such demand, claim or action arose as a direct consequence of the gross negligence or wilful misconduct of the bank or any of its employees.

7.2 Any demand, claim or action arising against us in connection with the circumstances referred to in sub clause 7.1 above will be limited to direct damages.

Special or consequential damages are hereby specifically excluded.

7.3 Without limiting the generality of sub clause 7.1, you specifically waive all your rights in relation to, and indemnify and hold us harmless from, all demands, claims, actions, losses, damages that may be brought against us or which you may suffer or incur arising out of:

7.3.1 Any delay or failure by us to act on any instruction given by using the services;

7.3.2 Any malfunction, failure or unavailability of any system, hardware, software or equipment;

7.3.3 Any loss or destruction of any data, power failures or corruption of storage media;

7.3.4 Any natural phenomena, riots, acts of vandalism, sabotage, terrorism or any other event beyond our control;

7.3.5 Any interruption or distortion of communication links or reliance by any person on incorrect, illegible, inaudible, incomplete or inaccurate information or data contained in any instructions received by us;

7.3.6 Any use, misuse, abuse or possession of any third-party software, including, without limitation, any operating system software, browser software or any other software packages or programs;

7.3.7 Any unauthorised access to your accounts or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your equipment;

7.3.8 Your divulging any confidential information and/or permitting unauthorised persons from having access to and/or using the services;

7.3.9 failure to adhere to any terms and conditions applicable to the services and/or the supplying of incorrect information or the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction;

7.3.10 Confidential information/documentation requested by using the services coming to the knowledge of third parties; or

7.3.11 Fraudulent, false or altered instructions given by using the services.

8. COPYRIGHT

8.1 We will at all times retain our copyright in or licence to software as well as associated information and documentation belonging to us used in the provision of the services as well as in respect of any logos, trademarks or service marks used.

8.2 You may not duplicate, reproduce or in any way tamper with the software and associated documents without our prior written consent.

8.3 In respect of third-party software we are not a party to any licence agreement entered into by you and the licensor and therefore make no warranties relating to such software, including, without limitation, warranties relating to the suitability for a particular purpose, security features or performance. You acknowledge that the use of such software will be at your own risk and indemnify us against and hold us harmless from any loss or damage you may suffer as a result of the use, abuse or possession of such software.

8.4 Furthermore, you understand that the use of such third-party software may be illegal in jurisdictions outside Zimbabwe and/or may infringe upon certain third-party intellectual property rights in such jurisdictions. You understand that, should you use any third-party software outside the boundaries of Zimbabwe, you must ascertain the legality of such use and obtain all necessary licences and permissions from the relevant parties. You accordingly indemnify us against and hold us harmless from any and all liability you may incur in this regard.

9. DOMICILIUM AND NOTICES

9.1 You choose as your domicilium citandi et executandi for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the address given in the application form.

9.2 Our address for the purposes hereof is:

Physical: Block 5, Arundel Office Park, Harare

Attention: Head: Risk and Compliance

9.3 Any party may change its domicilium to any other physical address or fax number by written notice to the other party to that effect. Such change of address will be effective seven days after receipt of notice of the change of domicilium.

9.4 All notices to be given in terms of this agreement will:

9.4.1 Be given in writing;

9.4.2 Be delivered or sent by prepaid registered post;

9.4.3 If delivered, be presumed to have been received on the date of delivery;

9.4.4 If sent by registered post, be presumed to have been received on the 10th business day following the date of posting, unless the contrary is proved.

9.5 Notwithstanding the above, any notice actually received by the party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

10. GOVERNING LAW

These terms and conditions and the agreement governing the relationship between you and us will be governed by and construed and interpreted in accordance with the applicable laws of Zimbabwe.

11. JURISDICTION

You hereby consent to the jurisdiction of the magistrate's court having jurisdiction over you in respect of all legal proceedings, notwithstanding that the value of the matter in dispute might exceed the magistrate's court jurisdiction. Notwithstanding the foregoing, we may, at our sole discretion, institute all or any proceedings against you connected with this agreement in any division of the High Court of Zimbabwe having jurisdiction. Any certificate signed by any of our managers (whose authority need not be proved) will be prima facie evidence of the matter therein stated for all purposes.

12. RIGHT OF SETOFF

We will retain all our common-law, equitable and statutory rights of setoff. These rights will include, but is not limited to, our option to withhold, without notice to you, and to set off any moneys due to you by us, whether under this agreement or otherwise, up to an amount due and owing to us with regard to this agreement, any other agreement with us, including any agreement for a term commencing prior to the term of this agreement, plus any amounts due and owing to us for any other reason, whether such liability is liquidated or unliquidated, present or future, or accrued or contingent. We will exercise our setoff rights in accordance with normal banking practices.

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