

**PBZ BANK**

PBZ BANK

Application Form for Opening An Account Fomu ya Maombi ya Kufungua Akaunti

Applicant Personal Information / Taarifa za Muombaji

Name of Account / Jina la Hesabu.....

Surname/Jina la Ukoo

Other Name(s)/Jina la Kati

First Name/Jina la Mwanzo

Marital Status
Hali ya Ndoa☐Married
Nimeoa/ Nimeolewa☐Single
Sijaoa/ Sijaolewa☐Divorced
Nimeacha/Nimeachwa☐Widow
MjaneGender
Jinsia☐Male
Mume☐Female
Mke☐Religion
DiniDate of Birth
Tarehe ya Kuzaliwa

Place of Birth

Pahala pa kuzaliwa

District/Wilaya

Region/ Mkoa

Citizenship/ Uraia

Resident / Working Permit No. (for non Tanzanian)
Hati ya Uhamiaji Na. (Kwa asiye Raia)Whose expire date is
Tarehe inayomalizikaIdentification:
Utambulisho

National ID / ZAN ID No / Kitambulisho cha Taifa / Mzanzibari Mkaazi Na.

Other identification or Passport / Utambulisho mwengine au Hati ya kusafiria.....

Contact Information / Anuani ya Muombaji

Physical Address:
Mahali Anapoishi

House/ Plot No / Nyumba / Kitalu Na

Street / Mtaa

Shehia / Kata

Postal Address:
Anuani ya Posta

P.O.Box

Town / City / Mji

Telephone:
Simu

Home / Nyumbani

Office / Ofisini

Mobile Phone / Simu ya Mkononi.....

Email / Barua Pepe

Account Type / Aina ya Akaunti

Tick as appropriate

Weka alama ya (✓) kwenye
kisanduku kinachohusika☐

Personal / Binafsi

☐

Joint / Pamoja

Account Type / Aina ya Akaunti

☐

Current / Hundi

☐

Saving / Akiba

☐

Time Dept. / Muda Maalum

Currency / Aina ya Sarafu

☐

TZS

☐

USD

☐

GBP

☐

EURO

Product Type :
Aina ya huduma☐

Akaunti ya Akiba

☐

Furaha Akaunti

☐

Mrembo Akaunti

☐

Mtoto Akaunti

☐

Student Account

☐

Stara Akaunti

☐

Jiwezeshe Akaunti

☐

PBZ Diaspora

Electronic Services / Huduma za Kimtandao

☐

Mobile Banking / Mobile App

☐

Internet Banking

☐

ATM Card

Source of Income/ Chanzo cha Mapato

If Employed :
Kama Umeajiriwa : Current Employer (Name) / Jina la Mwajiri
Employer's Full Address / Anuani ya Mwajiri
Location / Mahali
Employer's Phone Number(s) / Simu ya Mwajiri
Annual Income / Pato la Mwaka

If Self Employed :
Kama Umejajiri : Type of Business / Aina ya Shughuli
Location of the Business / Mahali Biashara ilipo
Annual Income / Pato la Mwaka.....

Other Banking Information:

(If applicant is maintaining relationship other Account at the same or different Branches of PBZ)

Taarifa nyengine za Kibenki (kama una hesabu / akaunti Benki au Tawi lengine)

Bank / Benki Branch / Tawi.....Account No / Namba ya akaunti

Bank / Benki Branch / TawiAccount No / Namba ya akaunti

Bank / Benki Branch / TawiAccount No / Namba ya akaunti

Bank Statement / Taarifa ya Hesabu

Bank Statement frequency ☐ Monthly / Kila Mwezi
Taarifa ya Hesabu ☐ Quarterly / Kila Miezi Mitatu
☐ Yearly / Mwishoni mwa Mwaka

Delivered by: ☐ E-mail / Barua Pepe
Itawasilishwa kwa: ☐ Postal / Posta
☐ Over the Counter / Kaunta

Customer Next of Kin / Taarifa za Mtu wa Karibu wakati wa dharura

1. Name / Jina
Physical Address / Anuani ya Makazi
Postal Address / Anuani ya Posta
Telephone / Simu Mobile / Simu ya Mkononi
E-mail/ Barua Pepe.....
Signature / Saini
2. Name / Jina
Physical Address / Anuani ya Makazi
Postal Address / Anuani ya Posta
Telephone / Simu Mobile / Simu ya Mkononi
E-mail/ Barua Pepe.....
Signature / Saini

I undersigned request you to open an account as specified above. I agree to provide documents required by you according to the type of account requested. I further agree to abide with general and specific terms and conditions as per agreement for operating relevant account.

I also agree and authorise you or Tanzania Bankers Association (TBA) or any Licensed Credit Reference Bureau:

- Make inquiries from any bank, financial institution or TBA or any Licensed Credit Reference Bureau in Tanzania to Confirm any information provided by me;*
- Seek information from any Bank, Financial institution or TBA or Credit Reference Bureau at any time during the existence and after the closure of my / our account;*
- Disclose information related to my / our account maintained at your bank to TBA or Licensed Credit Reference Bureau;*
- Disclose information of my / our account with IRS and CRS, and implement FATCA laws (if applicable).*

Mimi / Sisi mwenye / wenye saina hapo chini ninaomba/ tunaomba kufungua akaunti kama ilivyoainishwa hapo juu. Ninakubali / tunakubali kuwasilisha nyaraka zinazohitajika na PBZ kulingana na akaunti niliyoomba / tuliyoomba ifunguliwe. Ninakubali/ Tunakubali pia kufungamana na kanuni na taratibu za ujumla na zile maalum kama zilivyoielezwa kwenye mkataba uliombatanishwa hapa.

Ninakubali/ tunakubali na kutoa idhini kwa PBZ au Tanzania Bankers Association (TBA) au Taasisi za Utoaji Taarifa za Wakopaji zilizoidhinishwa ili

- Kufanya uchunguzi wa taarifa nilizozitoa /tulizozitoa kwa PBZ kutoka kwenye benki, TBA au Taasisi za Utoaji Taarifa za Wakopaji zilizoidhinishwa kwa lengo la kupata uhakika wa taarifa hizo*
- Kutafuta taarifa zangu/ zetu kutoka benki, Taasisi za Utoaji Taarifa za Wakopaji zilizoidhinishwa au TBA wakati akaunti yangu ikiwa hai au hata baada ya akaunti hiyo kufungwa kwa sababu yeyote ile.*
- Kutoa taarifa zinazohusu akaunti yangu/ zetu zinazotunzwa na PBZ kwa TBA na Taasisi za Utoaji Taarifa za Wakopaji zilizoidhinishwa kisheria kufanya kazi hiyo*
- Kutoa taarifa zangu kwa IRS na CRS na kutekeleza sheria za FATCA (zikihitajika).*

Name / Jina

Date/ Tarehe.....

Signature / Saini

For PBZ use only / Kwa Matumizi ya PBZ tu

Client ID / Namba ya Mteja

Date / Tarehe

Account Type / Aina ya Akaunti

Account No / Namba ya Akaunti

Account opened by :
Akaunti imefunguliwa na

Name / Jina

Signature / Saini

Checked by :
Imekaguliwa na :

Name / Jina

Signature / Saini

Branch Manager / Branch Accountant :
Meneja wa Tawi / Mhasibu wa Tawi :

Name / Jina

Signature / Saini

1. DEFINITIONS

ATM' means Automated Teller Machine.
 "Spice Card" and "card" means the ATM Card issued by The People's Bank of Zanzibar Limited and any card which renews, replaces or supplements it.
 "Card use" means any use of PBZ 'ATM' Spice Card.
 PBZ means People's Bank of Zanzibar.
 "PIN" means Personal Identification Number produced by computer process and allocated to the holder for use with the card.
 "The Cardholder" means a person named on a 'PBZ' ATM Card, whose account is to be debited in respect to the card transactions.
 "Your account" means your account with PBZ on which 'ATM Card' has been issued.

2. PURPOSE AND USE OF THE SPICE CARD

2.1 Each Spice Card shall be for the sole use of the card holder.
 2.2 The Spice Card will enable you to withdraw cash from any PBZ ATM or any other ATM specified or to be specified in future.
 2.3 The Spice Card will also enable you to know your account balance and get mini statement of the latest transactions thereof.
 2.4 The Spice Card will allow you to change PIN at any PBZ 'ATM' or at the PBZ ATM center.

3. ISSUING OF THE CARD TO CUSTOMERS

3.1 PBZ shall issue the Card to any customer who operates savings and/ or current account with PBZ, upon receiving of dully filled in and signed ATM Card Application Form.
 3.2 PBZ shall issue the Card to joint account upon request and after both parties sign the agreement and only one card shall be issued

4. CARDHOLDER RESPONSIBILITIES

4.1 The cardholder is responsible for ensuring the correctness and accuracy of all payment instructions made on ATM and PBZ does not accept responsibility or liability in respect of same.
 4.2 The cardholder shall take all responsible care and precautions for the safe custody of the Card and ensure that the Card is not used in an unauthorized or irregular manner. Failure of which the Bank shall not be liable.
 4.3 The cardholder shall keep secret his or her PIN and shall not record it on the Card nor keep a written record of the number in any circumstance in which that written record and the Card are likely to be lost, stolen or copied together.

5. SPICE CARD OPERATION CONDITIONS

5.1 The Cardholder agrees to pay all administration fees and other charges levied in respect of the issue, renewal, and use of the card. The Bank reserves the right to implement charges and/or vary the administration fee at any time. Adequate notice will be given prior to any charges being implemented.
 5.2 PBZ shall debit the account in respect of which the Card has been issued with all amounts disbursed by the use of the card.
 5.3 A maximum of TZS 400,000.00 (Tanzania Shillings four hundred thousand only) at a go TZS 2,000,000 per day can be withdrawn using the Spice Card.
 5.4 The cardholder and account holder acknowledge that the Bank may at its discretion impose limits on daily withdrawals and transfers between accounts.
 5.5 A fee can be charged to the account for any Card transaction performed by the Cardholder.
 5.6 Improper use of the ATM or unsuccessful attempts to key in your PIN for three consecutive times will result in the automatic retention of the Card which the cardholder then may only recover by calling at a PBZ branch with means of identification.
 5.7 The Card cannot be used for groups, societies or club accounts.
 5.8 The Card holder/applicant must be of the age of eighteen and/or above to avail of the card service.
 5.9 PBZ shall not be responsible for any failure, malfunction or delay of any electronic terminal, or its supporting network, or for any loss or damage, which the cardholder may suffer in consequence thereof.
 5.10 The amount of cash withdrawals such as it is recorded by the ATM, effected through the Cardholder through the use of his/her Card shall be debited to the Account holder's account.
 5.11 The cardholder shall not use the Card so as to create indebtedness to the Bank which has not been previously authorized by PBZ. Any indebtedness arising from the use of the card will be liable to interest charges at the PBZ penalty rate of 25% per annum.
 5.12 The Card shall be valid until deemed and rendered invalid by PBZ at its discretion.
 5.13 The Card shall be used within the boundary of the United Republic of Tanzania and for international cards can be used in Tanzania and beyond.
 5.14 The Card shall be replaced in the discretion of PBZ on its expiry date, unless contrary instructions have been given by the cardholder.
 5.15 The Card can only withdraw money from the assigned ATM account, and cannot withdraw money from any other account.

5.16 The Card can only withdraw money in the currency of Tanzania
 5.17 If the cardholder has not denied his liability or raised a query regarding a debit on the account within 14 working days of the date indicated on the statement, the cardholder shall be deemed to have admitted his liability to PBZ in respect of such debit.
 5.18 On the closing of the account on which the Card is operated, it shall be the duty of the cardholder to return the Card immediately to PBZ.

6. LOST/STOLEN CARD, UNAUTHORISED USE OF CARD OR BEACH OF SECURITY

6.1 In the event that a Card is lost, stolen or is in the possession of an unauthorized person or the PIN becomes known to others the holder must take immediate steps to cancel the Card or change the PIN by contacting any PBZ branch Manager during business hours.
 6.2 A report of loss or theft of the Card shall be of no force or effect unless confirmed in writing by the cardholder within two working days.
 6.3 If the report of a loss or theft of the Card is communicated to the bank by any person, authorized or not, other than the cardholder, the bank shall not liable for any damage suffered by the cardholder.
 6.4 Replacement of a lost or stolen Card shall entail the payment of a fee as per the general tariff of the Bank.

7. INFORMATION REGARDING CARD OPERATION

7.1 The Account holder understands that the use of the Card and Pin gives access to the account and to information regarding the Cardholder's account(s) and the Account holder therefore herewith waives any claim(s) which the Account holder may have against the bank in relation to the use of the Card.
 7.2 The Card may be cancelled immediately upon reasonable notice to that effect being given by the PBZ to the holder or by the holder to the PBZ. The use of the Card may also be suspended without notice for a valid reason. In any such case, any liabilities incurred by the use of the card prior to such cancellation or suspension shall remain unaffected.
 7.3 PBZ reserves the right at all times to introduce new conditions and to vary existing conditions. The holder shall be deemed to have agreed to new conditions proposed by PBZ where the holder having received notice thereof by any means PBZ considers reasonable, continues to make use of the Card.
 7.4 The Card shall remain the property of PBZ, which may, in its absolute discretion terminate its validity at any time or refuse to renew it on expiry with out having to furnish any reason therefore. The cardholder, in such an eventuality shall stop using the Card. The cardholder shall be liable to prosecution in case he/she continues to use the Card after such demand.
 7.5 The cardholder and Account holder acknowledges that a form given under the hand of any manager of the Bank shall be prima facie proof regarding the Account holder's account balance with the Bank. The cardholder and Accountholder acknowledges further that a transaction on ATM machine can only be effected by means of the Card and PIN of the cardholder and by no other means.

8. JURISDICTION

8.1 Any improper or fraudulent use of the Card shall expose the cardholder to the withdrawal of his/her Card and shall render him/her liable to prosecution.
 8.2 PBZ shall be entitled, should it deem necessary, to pass on to any commercial bank, financial institution, merchant, credit bureau or any other person information relating to the cardholder in case of improper or fraudulent use of the Card by him/her, or in order to facilitate recovery of same in case of loss, theft, or suspected theft and the cardholder hereby expressly and unreservedly authorizes disclosure of such information.
 8.3 PBZ may disclose any information relating to account to any person for the purpose of controlling Card fraud or any party involved in card or PIN issuing or Card transactions processing. PBZ shall not disclose information about cardholder other than to our agents, except where required by law.
 8.4 The cardholder and the accountholder, jointly and severally, undertake, in the event of any legal action being instituted against the cardholder and/or the Accountholder by PBZ, to pay legal costs of whatever nature incurred by PBZ including collection fees and legal cost as between attorney and client.
 8.5 In an action before any Court for the recovery of any sum due to PBZ in connection with the use of the Card, PBZ's documents and CCTV footages relating to the transactions effected with the Card or certified photocopies thereof shall be prima facie evidence of the said transactions.
 8.6 In the event of death or sequestration of the Card from principal cardholder, or the breach by him/her of any of the conditions of this agreement for the time being in force, PBZ may, in addition to other remedies, take such steps as deemed necessary to stop any operation by means of the Card and to withdraw the Card.
 8.7 The Card may only be used in accordance with these terms and conditions of use and any other instructions given to the cardholder.

Name / Jina

Signature / Saini

Date / Tarehe

GENERAL CONDITION

1. The customer should register for PBZ Mobile Banking at any PBZ branch.
2. If the customer doubts that any information relating to his/her account has discrepancy the customer shall bring the matter official to the nearest branch
3. Only accounts listed in the registration form will be available on the 'PBZ Mobile Banking'. The customer has the option to link up to four accounts.
4. The service will be associated with charges that will be reviewed from time to time according to PBZ Tariff.

SECURITY:

- 1.The customer will receive messages for registration and customer will be required to insert PIN that will be used in accessing PBZ Mobile Banking Services.
- 2.The PIN so inserted by customer can be changed at any time.
- 3.The customer in advised to change PIN regularly.
- 4.Customer ca use PBZ Mobile Banking from anywhere anytime. However, as a matter of precaution, customers may avoid using the Services at the public.
- 5.If a customer forget his/her PIN, he/she must approach the branch of re-registration

PBZ TERMS/DISCLAIMER:

1. All requests received from customers are logged for back end fulfillment and are effective from the time they are recorded at the branch
2. Rules and regulations applicable to normal banking transactions in Tanzania will be applicable mutatis for the transactions executed through this site
3. The PBZ Mobile Banking service cannot be claimed as a right. The PBZ may also convert this into discretionary service anytime
4. Dispute between the customer and the PBZ in this service is subject to the arbitration in accordance with arbitration Decree Cap.25.
5. The PBZ reserves the right to modify the services offered or the Terms of Service (Terms and Conditions) of 'PBZ Mobile Banking'. The change will be notified to the customer.
6. In no event will PBZ be liable for any damages, including without limitation director indirect, special, incidental or consequential damages, losses, cost or expenses arising in connection with the use thereof or inability to use by any party, or in connection with any failure of performance.

7. PBZ shall not be subjected to any obligations of confidentiality regarding submitted information except as agreed by PBZ in a separate contract between the customer and PBZ or otherwise required by law.

8.The law applicable under this agreement are Zanzibar Laws

CUSTOMER'S OBLIGATIONS:

1. The customer agree not to use the PBZ Mobile Banking Service in or for any illegal, fraudulent, unauthorized or improper manner or purpose and that he/she will use PBZ Mobile Banking Service only in compliance with all applicable laws, rules and regulations.
2. The customer has an obligation to maintain secrecy in regard to PIN registered with PBZ. PBZ presupposes that PIN is valid session initiated by none other than the customer.
- 3.Transaction executed through a valid session will be construed by PBZ to have originated from the registered customer and will be binding on him/her. In which case the Bank shall not be liable.
- 4.The customer will not attempt or permit others to attempt accessing the 'PBZ Mobile Banking' through any predicate offences or unlawful means.
- 5.The customer represents and agrees that all information to be provided by him/her to PBZ in connection with the PBZ Mobile Banking Service is accurate, current and complete.
- 6.The customer agrees to keep his/her account information up to date and accurate

DO'S & DON'TS:

- 1.The customer should keep his/her PIN strictly confidential and should not reveal the same to any other person. Any loss sustained by the customer due to non-compliance of this condition will be at his/her own risk and responsibility and the PBZ will not be liable for the same in any manner.
- 2.The customer is free to choose a PIN of his/her own for PBZ Mobile Banking services. As precaution a PIN that is generic in nature, guessable or inferable personal data is best avoided. Similarly it is good practice to commit the PIN to memory rather than writing it down somewhere.
- 3.It may not be safe to leave the phone unattended during a valid session. This might give access to your account information to others.

Name / Jina

Signature / Saini

Date / Tarehe

1. SCOPE

This agreement contains General Terms and Conditions hereafter referred to as terms which shall apply to the relationship between the People's Bank of Zanzibar (herein referred to as 'the Bank') and the customer as a whole. In addition, any relevant specific terms and conditions and the fees set out in Tariff Guide shall apply. In event of any conflict between the General Terms and Conditions Specific Terms relating to any particular product or account, the relevant Specific Terms and Conditions shall prevail

2. AMENDMENT TO GENERAL TERMS AND CONDITIONS

The Bank may amend these terms and any specific terms and conditions (Including rates of interest and Bank charge) at any time.

3. OPENING AN ACCOUNT

3.1 In order to open an account with the Bank, applicant must (i) duly complete the relevant application from made available by the Bank so that it contains an accurate and comprehensive response to all the questions asked by the Bank; (ii) attach all documents referred to on such application form ; and (iii) provide all such other information or documentation which may be requested by the Bank.

3.2 The applicant must be confirmed by a reliable third party, the identity of whom must be agreed with the Bank in advance and the Bank reserves the right to seek and take up reference on such applicants.

3.3 The Bank may on receipt of an application to open an account and thereafter at any time, make enquiries about the credit record of the customer with the credit reference agencies or other persons as the Bank may consider necessary or appropriate.

3.4 Only once the bank has confirmed to the applicant in writing of his successful identification and the recording of his data will the Bank open an account for the customer.

3.5 Where the customer makes a written request to the Bank, the Bank may (but shall not obliged) to provide information to credit reference agencies and other banks with respect to the conduct of any account of the customer with the Bank but the Bank shall incur no liability in doing so.

4. AUTHORISED SIGNATORIES.

The customer shall supply a specimen of the customer's signature and details of any authorized signatories (and shall ensure that any such authorized signatory provides a specimen signature), as and when required by the Bank.

5. GIVING INSTRUCTIONS

5.1 The Bank shall act on instruction given in a document bearing the original signature of the customer(or his authorized signatory)

5.2 The Bank at its direction may, in some circumstances, allow instructions to be given by telephone, email, facsimile transmission or other means of transmission provided that the Bank's proper security procedure have been followed.

5.3 The Bank may refuse to act on any instruction If the instruction is not clear, or if the Bank believes that (i) doing so would contravene any applicable law or regulation or; (ii) the Bank reasonably believes the instructions may involve fraudulent or other serious criminal behavior.

6. JOINT ACCOUNT HOLDERS

6.1 Where an account is to be opened in the name of more than one person, the rights and obligations of the each joint account holders and other matter with respect to the operation of the account shall be as agreed in writing by each of them with the Bank from time to time

6.2 If there is no agreement to the contrary pursuant to clause.

6.3 The account holders shall have joint and several liability and each joint account holder shall be deemed to have full authority to operate the account, and to make withdrawals and transfer from joint account without the consent of the other Joint account holders

6.4 Reference to customer in these terms shall include each joint account holder.

7. CHANGES OF CUSTOMER DETAILS

The customer must notify the Bank immediately in writing (or, at the discretion of the Bank, by any other means) of any change of the name or residential of correspondence address (in each case providing such evidence as the Bank may require) or any cancellation or change in authorization by such customer

8. COSTS, FEES AND EXPENSES; DEDUCTION FROM ACCOUNT.

8.1 The Bank shall have the right to charge applicable fees as detailed in the Tariff Guide which fees may be varied from time to time.

8.2 The Bank will have the right (without reference to the customer) to debit any account of the customer in respect of any fees, expenses (including, without limitation, legal cost, taxes and stamp duties), interests, commissions paid or incurred on its behalf, or charges levied as a consequence of any dealings between the Bank and the customer.

9. BANK'S LIEN AND SET OFF.

9.1 In addition to any general lien or other rights or remedies to which the Bank may be entitled whether by operation of law or otherwise, the Bank may at time and without notice combine or consolidate any or all accounts of the customer in any currency and set off or transfer any amounts standing to the credit of any such account in or towards the satisfaction of any liabilities of the customer to the Bank with respect to any other account(s) or in any other respect, regardless of whether such liabilities be several or joint.

9.2 The Bank shall have a lien on all claims to which the customer will be entitled or to which the customer will be entitled arising from relationship between the Bank and the customer.

9.3 The lien serves as security for all existing futureand conditional claims against the customer to which the Bank is entitle as result of the banking business relationship.

10. TERMINATION OF RELATIONSHIP

10.1 The customer may at any time and without giving any reason by notice in writing terminate either the whole of the relationship with the bank or particular service(s) relating to a particular product(s) (in case of the joint account holders, all account holders must sign), such termination to be without prejudice to any rights accruing up to the period of such termination.

10.2 The Bank may at any time and without giving any reason after 15 days written notice terminate the whole of the relationship with the customer or any particular service(s) relating to a particular product(s) such terminate to be without prejudice to any rights accruing up to the period of such termination. However, the Bank shall be entitled to terminate the whole of the relationship with the customer immediately if it reasonably believe that (i) the customer has been involved in fraudulent or other serious criminal behavior; (ii) the terms and or specific terms and conditions between the Bank and the customer have been materially breached; (iii) The relationship between Bank and the customer has irretrievably broken down, or (iv) The customer including any joint account holder constituting a part of the customer) has been adjudged bankrupt, insolvent or their affairs have become subject to administration, receivership or any similar process. (v) the customer is bealived to be associated with black listed countries or transtion.

10.3 On termination of any account, the customer shall return such items as may reasonably be requested by the Bank (including, without limitation, all card and unused cheques). The customer must immediately repay any amount outstanding in favor of the Bank.

11. LIABILITY

11.1 In these terms, any exclusion or restriction of a liability or remedy is only valid to the extent that the liability or remedy:

11.1.1 Does not arise from death or personal injury.

11.1.2 May by law be excluded or limited, and

11.1.3 does not arise from fraud or dishonesty of the person relying on the exclusion or restriction.

11.2 Neither the Bank, its Officers, Agents nor its employees shall be liable for any unauthorized withdrawal from or access to, any account except where previous notice of any statement, withdrawal form or other account record has been provided to the Bank and confirmed in writing.

11.3 Any documentary evidence provided by the Bank regarding a customer's account shall be considered to be final and conclusive proof of the status of the customer's account.

11.4 The Bank shall not be liable to the customer for any failure to fulfill any obligation caused by circumstances outside its reasonable control, or for failing to act pursuant to clause 6.3

11.5 The Bank's liability to the customer for loss or damage resulting from the failure, delay or error in carrying out instruction will in any way event to be limited to the lower of the amount of such failure, delay or error. The Bank will not be liable to the customer for loss of business, loss of goodwill, loss of opportunity, loss of profit or any other type of special, consequential nor indirect loss whatsoever.

11.6 The Bank shall not be liable for any losses which are not suffered by the customer directly, or which the Bank could not have reasonably foreseen.

11.7 The Bank shall not be liable to the customer in respect of its taking any action required by the law. Including, without limitation, pursuant to any order to freeze the account(s) of the customer or any garnishee order.

12. DATA PROTECTION

The Bank shall be entitle to keep details supplied by the customer and others in connection with or relating to the relationship between the Bank and the customer on electronic database, manual filing system or in any other way. Any subsidiary of the Bank with whom the account holder has a relationship may use and update any centrally held information to provide the customer with services, to prevent fraud and to updated their own records about the customer.

13. CONFIDENTIALITY

The Bank will maintain and preserve its duty of confidentiality in relation to the customer's financial affairs in accordance with Zanzibar law and generally accepted international banking practice. The Bank will only pass on information relating to a customer if it has duty (or is legally required) to do so, or if the customer has requested or consented to the release of such information, whether pursuant to clause 14.7 or otherwise.

14. COMMUNICATIONS

14.1 Unless the Bank notifies a specific address to the customer, any letter, notice or other document in respect of account may only be served on the Bank by the customer at the branch of the Bank with which the customer principally does business.

14.2 Any letter, notice or other document served by the Bank to the customer shall be deemed to be served if sent by post and addressed to the customer at last notified address. 48 hours in Zanzibar after posting and 7 days in Tanzania and fortnight to any other country.

14.3 The Bank may monitor and record telephone calls to verify that the customer's instructions have been carried out correctly, and to improve the Bank's quality of service.

14.4 The Bank may contact the customer about the Bank's other services which the Bank believes may be interest to the customer, unless the customer has informed the Bank in writing that they do not wish to receive this information.

14.5 The customer shall forthwith notify the Bank upon the occurrence of any event that would entitle the Bank to terminate the whole or any part of its relationship with the customer pursuant to clause 13.2

15. VALIDITY OF THE TERMS

If any terms in these General terms and conditions of any relevant specific terms and conditions is held to be invalid, in whole or in a part, that term or part will be deemed not to form part of these general terms and conditions or specific terms and conditions, as applicable. The enforceability of the remainder of the terms will not be affected.

16. ENTIRE AGREEMENT

These general terms and conditions together with any relevant specific terms and conditions, the tariff guide and any specific agreement in writing between The Bank and customer form the entire agreement between the Bank and the customer.

17. APPLICABLE LAW AND JURISDICTION

- 17.1** These general terms and conditions, any specific terms and conditions and specific agreements in writing between the Bank and the customer will be governed by and interpreted in accordance with, the laws of Zanzibar.
- 17.2** The customer irrevocably agrees that Arbitration by virtue of arbitration Decree Cap 25 of the laws of Zanzibar will have jurisdiction to settle any claim, difference or dispute which may arise out of or in connection with the Bank's relationship with the customer including as regards these general terms and conditions, any relevant specific terms and conditions and any specific agreements in writing between the Bank and the customer.
- 20.3** Notwithstanding the provisions of clause 20.2, the Bank shall be entitled to take proceedings against the customer in any other court of competent jurisdiction.

18. COMPLAINTS

In events of a cause for complain, the customer should write in the first instance to the manager.

I/ We, the undersigned have read, clearly understood the content of and agree to abide to the terms and conditions of this document.

Mimi / Sisi tuliotia Saini hapa chini, tumesoma vizuri na kufahamu yaliomo katika Nyaraka hii na kukubaliana na vigezo na masharti yaliyoandikwa katika Nyaraka hii ya kufungua nambari ya hesabu

Place / Eneo

Name(s) / Jina Kamili

Date / Tarehe

Signature(s) / Saini

For Official use only:

Signed in the presence of Bank Officer's Name

SignatureThis day of Of 20