



Building/ Plot No

Street Name  Suburb  District

Region  P O Box  Country

**COMPANY CONTACT DETAILS**

Business Tel No  Fax No

Email  Other Email

**NATURE OF BUSINESS AND PRODUCT/SERVICE RANGE**

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**ASSOCIATED BUSINESS ENTITIES**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

**DIRECTORS/SHAREHOLDER / TRUSTEE / PARTNER / MEMBER WITH MORE THAN 5% SHARE STAKE OR VOTING RIGHTS**

Title  Mr  Mrs  Miss  Ms  Prof  Dr Other.....

First Name(s)  Surname

Designation  ID No

Work No  Cellular No

Nationality  Email

Residential address  Country of Residence

Title  Mr  Mrs  Miss  Ms  Prof  Dr Other.....

First Name(s)  Surname

Designation  ID No

Work No  Cellular No

Nationality  Email

Residential address  Country of Residence

Title  Mr  Mrs  Miss  Ms  Prof  Dr Other.....

First Name(s)  Surname

Designation  ID No

Work No  Cellular No

Nationality  Email

Residential address  Country of Residence

Title  Mr  Mrs  Miss  Ms  Prof  Dr Other.....

First Name(s)  Surname

Designation  ID No

Work No  Cellular No

Nationality  Email

Residential address  Country of Residence

**SIGNATURE CARD**

In terms of a Resolution of the Board of Directors dated ..... the signing arrangements of the Company, the names of persons authorised to sign and their specimen signatures are set out below:

All documents will be signed by (deleted Inapplicable)

- A. Two signatories from Panel "A"
- B. One signature from Panel "A" and one signature from Panel "B"

C. Other, Please specify

Name  Date of Birth

Place of Birth  Mobile Phone Number

Nationality  Residential Address

Occupation  Email

Country of Residence

Signature ..... Date.....



Photo Signatory 1

Signing Category  A  B  C

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Name  Date of Birth 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place of Birth  Mobile Phone Number

Nationality  Residential Address

Occupation  Email

Country of Residence

Signature ..... Date.....

Photo Signatory 1

Signing Category 

A	B	C
---	---	---

---

Name  Date of Birth 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place of Birth  Mobile Phone Number

Nationality  Residential Address

Occupation  Email

Country of Residence

Signature ..... Date.....

Photo Signatory 1

Signing Category 

A	B	C
---	---	---

---

Name  Date of Birth 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place of Birth  Mobile Phone Number

Nationality  Residential Address

Occupation  Email

Country of Residence

Signature ..... Date.....

Photo Signatory 1

Signing Category 

A	B	C
---	---	---

## DECLARATION AND ACCEPTANCE

I/We understand that Access Bank Tanzania shall use the information provided above solely for evaluation purposes and that it is correct. We shall be ready to provide any additional information if and when required.

- a) Warrant that information furnished is true and correct and undertake to inform Access Bank Tanzania of any changes thereto as well as any facts or circumstances in future that may impact my legal status as a client of Access Bank Tanzania;
- b) Indemnify Access Bank Tanzania against any liability for any loss or damage suffered by me/us as a result of inaccurate or incomplete information contained herein;
- c) Agree to the terms and conditions governing the account and agree to abide by them and such other rules which may come into force from time to time.
- d) Authorise the Bank to make any independent information verification and generally make whatever enquiries it deems necessary from any source whatsoever and may supply information regarding my facility and my compliance to otherwise with the terms and conditions of Access Bank Tanzania, to other banks or any Credit Bureau, subject to any applicable legislation, Code of Conduct or Practice;
- e) understand that in the event of any information proving to be inaccurate, the bank reserves the right to decline this application without disclosing the reasons thereof. I/We agree that the Bank reserves the right to close my/our account compulsorily without warning if it is conducted unsatisfactorily

Director/Secretary/

Authorised Official Signature

Full Name

Director/Secretary/

Authorised Official Signature

Full Name

Place

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

## TERMS & CONDITIONS

### 1. Scope and Applications

These Terms and Conditions form the contract between the Customer and the Bank. The Customer will apply to the Bank in the prescribed form for operation of the Account and availing related services. By applying for opening of the Account, the Customer acknowledges to have read, understood and accepted these terms and conditions. In addition, any relevant Specific Terms and Conditions and the fees set out in Tariff Guide will apply. In the event of any conflict between the Terms and Conditions and the Specific Terms and relating to any product or account, the relevant Specific Terms and Conditions will prevail.

### 2. Definitions

In these terms and conditions, the following words and phrases will have the meaning stated hereunder unless indicated otherwise;

**"Account"** refers to an account opened and maintained in accordance with the instructions overleaf and any other Account opened by the customer with the Access Bank Tanzania.

**"ATM"** means Automated Teller Machine.

**"Bank"** refers to the Access Bank Tanzania having its registered office in Dar es Salaam with various branches in Tanzania.

**"Card"** means an Electronic Debit Card issued by the Bank at the request and in the name of the person named upon it for use in connection with Debit Card facilities provided.

**"Cardholder"** means a person whose account is to be debited in respect of the Card transactions and to whom a Card has been issued. Their name also appears on the Card and they agree to be bound by the terms and conditions as may be varied from time to time.

**"Customer"** refers to any person holding an Account with the Bank

**"Services"** refers to the services provided by the Bank in connection with the Account and more particularly described in these terms.

**"PIN"** means Personal Identification Number selected by a Cardholder for use with his card.

### 3. Interpretation

a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".

b) A word importing any gender includes the other gender.

c) Reference to any statute, Act or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

d) All headings, bold typing and italics (if any) have been inserted for convenience of reference.

### 4. Amendment to Terms and Conditions

The Bank will have the absolute discretion to amend or supplement Terms and Conditions and any Specific Terms and Conditions (including as to rates of interest and any Bank charges) at any time. The Customer will be notified of any such changes.

### 5. Opening an Account; Credit Record

5.1. In order to open an account with the Bank, applicants must (i) duly complete the relevant application

form 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 the documents referred to on such application form; and (iii) provide all such other information or documentation that may be requested by the Bank.

5.2. 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 credit reference agencies (CRB) or other persons as the Bank may consider necessary or appropriate.

5.3. Only once the Bank has confirmed to the applicant of his successful identification and the recording of his data will the Bank an Account for the Customer.

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

### 6. Authorised Signatories

The Customer will supply a specimen of the Customers' signature and details of any authorised signatories (and will ensure that any such authorised signatory provides a specimen signature), as and when required by the Bank.

### 7. Safe Keeping

The Customer will be solely responsible for the safe keeping and the confidentiality of the statements of account, balance confirmation certificate, Card, PIN and such other items relevant or pertaining to the Account.

### 8. Conduct of Account

a. Transactions are entertained normally during banking hours at the branch where the Account is maintained or at any of the Bank's branches. The Bank will not be liable for any delay on any account for failure of connectivity.

b. The Bank in its sole discretion may restrict the number of withdrawals in the Account.

### 9. Giving Instructions

9.1 The Bank will act on instructions given in a document bearing the original signature of the Customer (or his authorised signatory).

9.2 The Bank at its discretion 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 procedures have been followed.

9.3 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 that instructions may involve fraudulent or other serious criminal behaviour.

### 10. Joint Account Holders

10.1. Where an account is to be opened or operated in the name of more than one person, the rights and obligations of each joint account holder and other matters with respect to the operation of the account will be as agreed in writing by each of them with the Bank from time to time.

10.2. If there is no agreement to the contrary pursuant to Clause the account holders will have joint and several liability and each joint account holder will be deemed to have full authority to operate the account, and to make withdrawals and transfers from the joint account without the consent of the other joint account holders.

10.3. References to "Customer" in these Terms and Conditions will include each joint account holder.

#### 11. Dormant Account

11.1 The Bank may classify an Account as Dormant if there are no customer-induced transactions for 6 months in the account.

Customer induced transactions will mean any credit or debit transactions done by a Customer in his Account through the following modes:

- I. Cash deposit/withdrawal.
- II. Withdrawal through ATM.

11.2 The Bank may in its sole discretion deny Services and/ or transaction in the Account of a Customer which has been classified as dormant.

#### 12. 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 name or residential or correspondence address (in each case providing such evidence as the Bank may require) or any cancellation or change in any authorisation by such Customer.

#### 13. Source of income

Customer must acknowledge that the given information on source of income may be given out if the law allows the bank to do so but otherwise the bank will keep the information confidential.

Customer must confirm that the information given is true and complete, and authorize the bank to make any searches or other enquiries in accordance with the bank's normal procedures in connection with this source of income.

#### 14. Collection Facility

- a. Cheques, drafts, bills, dividend / interest warrants, and other instruments issued in favor of the Customer are accepted for collection on Customer's behalf. The collection of outstation instruments entails collection charges. The Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit. The Bank does not accept or share any responsibility for delay in realization of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon. The withdrawals against such instruments are permissible only on realization of proceeds by the Bank.
- b. The Bank has the authority to debit the accounts to recover any amount credited erroneously to the customers Account.
- c. Local cheques, etc., may be tendered for collection sufficiently early in the day as required vis-a-vis the local clearing house timings. Withdrawals against clearing cheques will be normally permitted only against cleared balances as per clearing house rules.
- d. In cases where a cheque is returned, the amount in respect of which had already been credited to the Customer's Account and/or in respect of which withdrawal was permitted, the Bank will reverse the credit of such amount and debit the amount equal to the amount of the returned cheque. In such cases, if the Account does not have sufficient funds, the outstanding amount will be deemed to be a temporary overdraft granted to the Customer and the Customer is bound to repay the amount immediately on demand by the Bank. In debiting the amount as aforesaid, the Bank will debit the amount credited. The service charges, penalties and other charges as applicable will also be levied by the Bank in such instances.

#### 15. Death or Incompetence

The Customer agrees to notify the Bank promptly if any of the joint account holders or authorized signatory of the Account dies or is declared incompetent by a court. The Bank may place a freeze on the Account and stop all operations when any of the joint account holders or authorized signatories dies or is declared incompetent. The Bank may retain the freeze on the Account until it establishes the identity and credentials of the successor/beneficiary to its satisfaction.

#### 16. Non-Transferability

The Account and the Services provided to the Customer are not transferable under any circumstance and will be used only by the Customer. However, the Bank will have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these Terms will continue to be in force and effect for the benefit of the successors and assigns of the Bank.

#### 17. Notices

Notices in respect of the Account, the services and facilities in connection with the Account may be given by the Bank either at the branch or by posting a letter to the Customer's address.

All notices in connection with the Services or the Account by the Customer to the Bank will be in writing and sent to the Bank branch where the customer opened the Account and all notices will be deemed to be received by the Bank only upon acknowledgment of receipt of the same in writing by the Bank.

#### 18. Electronic Transactions

The Bank may provide ATM, SMS Alert, Mobile Banking and Internet Banking Services to the Customer. The Customer agrees to adhere to and comply with all such terms and conditions as the Bank may prescribe from time to time, and hereby agrees and confirms that all transactions effected by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Bank, for and in respect of the Account, or the Bank's other products and services, will constitute legally binding and valid transactions when done in adherence to and in compliance with the Bank's terms and conditions for such facilities, as may be prescribed from time to time.

#### 19. Use of mobile banking services

- 19.1. Customer is responsible providing current and correct cell phone number to Access Bank Tanzania
- 19.2. All transactions made through mobile banking shall be considered made by the respective customer.
- 19.3. The bank has no control over who may access customer's information through mobile phone and will not be held accountable for such unauthorized use.

19.4. Customer must inform the bank immediately if phone is stolen, disconnected, suspended or changed.

19.5. Customer is required to notify Access Bank Tanzania within 24 hours of knowledge of any irregularities, failure to that shall deem to have authorized the transaction and will be liable for the transaction. Will be responsible to prove that customer was not negligent in notifying Access Bank Tanzania.

#### 20. Currency Exchanges

20.1. The Bank will carry out currency exchange transactions in accordance with the standard banking practice of the Bank from time to time.

20.2. The exchange rate applied will, unless otherwise agreed with the Customer beforehand, be based on the rate used by the Bank for similar transactions at the time the currency exchange transaction occurs.

#### 21. Customer Borrowings

21.1. The Customer may borrow money from the Bank only upon such terms as may be agreed in writing between the Customer and the Bank.

21.2. Any such facilities must be approved in advance by the Bank in each case. The applicant accepts that the provision of any facility or other accommodation may be granted or refused at the sole discretion of the Bank.

21.3. The Bank will charge interest on any overdraft or other banking facilities, compound or simple as determined in the sole discretion of the Bank (or as may be specifically agreed in writing with the Customer). The Customer irrevocably and unconditionally agrees to pay any and all such interest to the Bank as and when and in whatever way the Bank determines or directs.

21.4. Customers will be liable for any amounts owed to the Bank.

#### 22. Payment of Interest

Interest is paid on the amount above the minimum credit balance maintained during a certain period to be determined by the Bank.

#### 23. Costs; Fees and expenses; Deduction from account

23.1. he Bank will have the right to charge applicable fees as detailed in the Tariff Guide, which fees may be varied from time to time.

23.2. 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 costs, 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.

#### 24. Bank's Lien and set off

24.1. 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 any 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.

24.2. The Bank will have a lien on all claims to which the Customer is entitled or to which the Customer will be entitled arising from relationship between the Bank and the Customer.

24.3. The lien serves as security for all existing, future and conditional claims against the Customer, to which the Bank is entitled as a result of the banking business relationship.

#### 25. Termination of Relationship

25.1. 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 the case of joint holders, all account holders must sign), such termination to be without prejudice to any rights accruing up to the period of such termination.

25.2. The Bank may at any time and without giving any reason after giving 30 days written notice terminate the whole of the relationship with the Customer or any particular service(s) relating to a particular product(s), such termination to be without prejudice to any rights accruing up to the period of such termination. However, the Bank will be entitled to terminate the whole of the relationship with the Customer immediately if it reasonably believes that (i) the Customer has been involved in fraudulent or other serious criminal behaviour; (ii) the terms of the Terms and Conditions or any Specific Terms and Conditions have been materially breached; (iii) the relationship between the 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.

25.3. On termination of any account, the Customer will return such items as may reasonably be requested by the Bank (including, without limitation, all cards and unused cheques). The Customer must immediately repay any amounts outstanding in favour of the Bank.

#### 26. Liability

26.1. In these Terms and Conditions, any exclusion or restriction of a liability or remedy is only valid to the extent that the liability or remedy:

- 26.1.1. Does not arise from death or personal injury,
  - 26.1.2. May by law be excluded or limited, and
  - 26.1.3. Does not arise from fraud or dishonesty of the person relying on the exclusion or restriction.
- 26.2. Neither the Bank, its officers, agents nor employees will be liable for any unauthorised withdrawal from or access to, any account except where previous notice of the loss of any statement, withdrawal form or other account record has been provided to the Bank and confirmed in writing.
- 26.3. Any documentary evidence provided by the Bank regarding a Customer's account will be considered to be final and conclusive proof of the status of the Customer's account.
- 26.4. The Bank will not be liable to the Customer for any failure to fulfil any obligation caused by circumstances outside its' reasonable control, or for failing to act pursuant to Clause 9.3.
- 26.5. The Bank's liability to the Customer for loss or damage resulting from the failure, delay or error in carrying out instructions will in any event be limited to the lower amount of such loss or damage and

the amount of any interest not received or paid by the Customer as a result 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 type of special, consequential or indirect loss whatsoever.

26.6. The Bank will not be liable for any losses which are not suffered by the Customer directly, or which the Bank could not have reasonably foreseen.

26.7. The Bank will not be liable to the Customer in respect of its taking any action required by law, including, without limitation, pursuant to any order to freeze the account(s) of the Customer or any garnishee order.

#### **27. Waiver**

No failure or delay by the Bank in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any other right, power or privilege. The rights and remedies of the Bank as stated herein will be cumulative and not exclusive of any rights or remedies provided by law.

#### **28. Indemnity**

- a) The Customer hereby agrees that the Customer will, at his own expense, indemnify, defend and hold harmless the Bank from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms and Conditions or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
- b) Under no circumstances will the Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
- c) The Bank will not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- d) The Customer will indemnify the Bank as collecting banker for any loss or damage which the Bank may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee as given by the Bank will be deemed to have been given in every case at the Customer's express request.
- e) The Customer will keep the Bank indemnified at all times against, and save the Bank harmless from all actions, proceedings, claims, losses, damages, costs, fraud, interest (both before and after judgments) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by the Bank in resolving any dispute relating to the Customer's Account with the Bank or in enforcing the Bank's rights under or in connection with these Terms and Conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with the Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
- f) If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer will be liable to pay interest on such unpaid sum at such rate or rates as the Bank may from time to time stipulate from the date payment is due up to the date of payment.
- g) The Customer will solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her Account with the Bank and will indemnify and keep indemnified the Bank from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs) which may be brought against or suffered or incurred by the Bank in connection with any failure to comply with any such applicable laws/regulations.
- h) The indemnities as aforesaid will continue notwithstanding the termination of the Account.

#### **29. Data Protection**

The Bank will be entitled to keep personal 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 update their own records about the Customer.

#### **30. Confidentiality**

The Bank will maintain and preserve its duty of confidentiality in relation to the Customer's financial affairs in accordance with Tanzanian law and generally accepted international banking practice. The Bank will only pass on information relating to a Customer if it has a 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 5.5 or otherwise.

#### **31. Communications**

- 31.1. Unless the Bank notifies a specific address to the Customer, any letter, notice or other document in respect of an account may only be served on the Bank by the Customer at the branch of the Bank with which the Customer principally does business.
- 31.2. Any letter, notice or other document served by the Bank to the Customer will be deemed to be served if sent by post and addressed to the Customer at the last notified address, 72 hours after posting it in Tanzania, and 144 hours to any other country.
- 31.3. The Bank may monitor and record telephone calls to verify that the Customer's instructions have been carried out correctly, and to improve the Banks' quality of service.
- 31.4. The Bank may contact the Customer about the Bank's other services which the Bank believes may be of interest to the Customer unless the Customer has informed the Bank in writing that they do not wish to receive this information.
- 31.5. The Customer will 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 23.2

#### **32. No Encumbrances**

The Customer will not create or permit to subsist, any encumbrance or third-party interest over or against any account(s) with the Bank or any monies lying therein without the Bank's express prior written consent.

#### **33. Validity of Terms and Conditions**

If any term in these Terms and Conditions or any relevant Specific Terms and Conditions is held to be invalid, in whole or in part, that term or part will be deemed not to form part of these Terms and Conditions or Specific Terms and Conditions, as applicable. The enforceability of the remainder of the terms will not be affected.

#### **34. Use of Cards**

- 34.1. Access Bank Tanzania will issue a Card to customers whose applications have been accepted. Cards should only be used by the Cardholder in Tanzania.
- 34.2. A Card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank.
- 34.3. The Card enables the Cardholder to:
  - Withdraw cash from any Access Bank Tanzania ATM in Tanzanian Shillings
  - Change the PIN at any Access Bank Tanzania ATM or at any Access Bank Tanzania outlet
  - Obtain an account balance and a mini statement of the 10 latest transactions.
  - Transact any other Card facilities that may be provided by the Bank from time to time.
- 34.4. All withdrawals at Access Bank Tanzania ATM's will be subject to the daily withdrawal limit.
- 34.5. The Card does not entitle the Account holder to exceed the account limit or to overdraw the account.
- 34.6. The Bank's records as to any transaction or their consequence thereof will be conclusive.
- 34.7. Improper use of the ATM or keying in the wrong PIN will result in the automatic retention of the Card, which may only be recovered by going to the domicile branch with proper identification.
- 34.8. Access Bank Tanzania is authorized to debit the Cardholder's account with all amounts withdrawn by means of the Card and PIN.
- 34.9. A Cardholder must take all precaution to ensure the safety of the Card and the secrecy of the PIN at all times and to prevent the loss of or use of the PIN by a third party. Joint Account holders will be fully responsible for ensuring that the PIN is only known to the duly authorized persons who hold the joint account. The Cardholder will be liable in respect of any transaction effected prior to receipt by Access Bank Tanzania of notification of such loss or theft.
- 34.10. If a Card is lost or stolen, the Cardholder must immediately notify the Bank of the loss or theft in writing or by telephone.
- 34.11. The Account holder and Cardholder will remain jointly and severally liable to the Bank for any transaction effected by the use of the Card prior to receipt of written notice.
- 34.12. The time and date of receipt of the written notice will be regarded as the date of notification to the Bank.
- 34.13. If the report of a loss or theft of the card is communicated by some person other than the Cardholder, Access Bank Tanzania will not be held liable for any resulting damage suffered by the Cardholder.
- 34.14. Cardholders must exercise due care and attention to ensure the safety of the Card and secrecy of the PIN at all times in order to prevent loss.
- 34.15. Cardholders will be liable for damages resulting from their responsibility with regard to use and safekeeping of the Card.
- 34.16. Access Bank Tanzania will not be liable for any disclosure to any third party arising out of the use of the ATM or for any loss, injury or damage arising out of the use of the ATM.
- 34.17. Joint account holders must sign to signify their consent for the use of the Card by the designated Cardholder and the eventual debits to the account resulting from such use.
- 34.18. Holder of joint accounts to which card transactions are posted will be jointly and severally liable for damages resulting from the responsibility of the Cardholder with regard to the use and safekeeping of the Card
- 34.19. The Card will be valid until decided otherwise at the Bank's discretion.
- 34.20. The Card will be replaced at the discretion of the Bank on its expiry date, unless the Cardholder gives contrary instructions.
- 34.21. The Card remains the property of Access Bank Tanzania and the Bank may terminate or refuse to review the card on its expiry without furnishing any reason.
- 34.22. The Cardholder must not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given. The Card must be returned to the Bank.
- 34.23. If the Cardholder dies or breaches any of the conditions in the agreement, the Bank may take such steps as are necessary to stop any operation by means of the Card and to withdraw its use.
- 34.24. If the Cardholder does not deny his liability or raise a query regarding a debit on the account within 30 days of the date indicated on the statement, it will be deemed that the Cardholder has admitted his liability to the Bank.

#### **35. Entire Agreement**

These Terms and Conditions together with any relevant Specific Terms and Conditions, the Tariff Guide and any specific agreement in writing between the Bank and the Customer form the entire agreement between the Bank and the Customer.

#### **36. Applicable Law and jurisdiction**

- 36.1. These 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 Tanzania
- 36.2. The Customer irrevocably agrees that the Courts of the United Republic of Tanzania will have jurisdiction to settle any claim, difference or dispute which may arise out or in connection with the Bank's relationship with the Customer, including as regards these Terms and conditions, any relevant Specific Terms and Conditions and any specific agreements in writing between the Bank and the Customer.
- 36.3. Notwithstanding the provisions of Clause 34.2, the bank will be entitled to take proceedings against the Customer in any other court of competent jurisdiction.

#### **37. Complaints**

In the event of a cause for complaint, the Customer should write in the first instance to the manager of the branch of the bank with which the Customer principally does business and only if the Customer remain dissatisfied, the Head office of the Bank.

#### **38. Contact information**

For complaints, compliments, assistance and comments Please visit any of our branches or call customer

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

Director/Secretary/  
Authorised  
Official Signature

Director/Secretary/  
Authorised Official  
Signature

Full Name

Date

Full Name

Date

Director/Secretary/  
Authorised  
Official Signature

Director/Secretary/  
Authorised  
Official Signature

Full Name

Date

Full Name

Date

**For internal use only:**

Signed in the presence of:

Officer's name.....

Signature.....

**FOR OFFICIAL USE ONLY**

Date Account Opened

MIS Code

Customer Category/  
Segment

Verified copies of all identification  
documents against originals

Yes  No

Relationship Manager  
(Name)

All documents received  
and checked by

Date:

Signature

Account Opened By

Date:

Signature

Account authorised  
by Bank employee/  
Agent

Date:

Signature

Reference Number (if applicable)

All data captured and scanned in  
CRM system by

Date:

Signature

Filed by

Date:

Signature