



Corporate Internet Banking Registration Form

(Mandatory fields for Corporates)

Company Name:

Address:

Reg No.: Incorporation Date: Email Address

Telephone No:

Contact person ID Number: Designation:

Email Address: Cell Phone:

Your Bank Accounts to be Registered for Internet Banking

	Account Number	Account Name	Power of Attorney Verified (name, signature date)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Access Rights

Name of Official	Initiator/ Authoriser / Both	Account Number	Phone Number	ID Number	Email Address	Signature of the Official

Number of required approvers per transaction (MANDATORY)

Declaration by Applicant (s) I/ We agree to be bound by the Terms and Conditions for the use of this facility provided in the Terms and Conditions document hereto attached, and agree to abide by them and such other rules, which may come into force from time to time. I/ We agree to be liable for any unauthorised overdraft, debt, transactions or state of the account, which may arise due to the use of this facility.

Authorising Signature # 1:	<input type="text"/>	Authorising Signature # 2:	<input type="text"/>
Authorising Signature # 3:	<input type="text"/>	Authorising Signature # 4:	<input type="text"/>

For Bank Use Only

Service Centre

Received by:	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Name	Signature	Date
Approved By	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Name	Signature	Date

International Virtual Service Centre

Created/Deleted by	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Name	Signature	Date
Activated by	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Name	Signature	Date
Authorised by	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Name	Signature	Date

Terms and Conditions

1. ZB Internet Banking

1.1. The Bank offers and the Client accepts the use of ZB INTERNET BANKING, which enables the Client to conduct, among other services, inter-account transfers; balance and transaction viewing, third party payments, bill payments and change the users or accessing profiles on its side in respect of account(s) which may be linked to the Internet Banking System by giving instructions to the Bank via the Client's personal computers linked to the Bank's Central Computer Systems via the Internet.

2. Linkage to The Network of The Bank

- 2.1. The Client undertakes, for purposes of accessing The ZB Internet Banking, to acquire at its expense, the computer hardware and operating environment recommended by the Bank.
- 2.2. The Client shall ordinarily be able to access the System once its profiles are set up. However, in cases where the client requires the Bank's assistance in rendering the system operative, the Client undertakes to afford the Bank, its officers or agents access to its premises.
- 2.3. The Bank shall provide a user password and user name to the Client, who undertakes to immediately change such password to its own exclusive password (s) that shall enable it to access the ZB Internet Banking site the first time it logs on to the System. Whilst the Bank shall use its best endeavors to provide the ZB Internet Banking service on a daily basis, certain services and instructions that include funds transfers to third parties who bank with other banks other than ZB Bank shall be effected by the Bank during normal banking hours or on the next working day. Notwithstanding any provision to the contrary contained herein/the Bank may temporarily suspend and/or terminate the service at any time and without prior notice to the Client in circumstances beyond its control.

3. Tariffs and Fees

3.1. The client hereby undertakes to pay to the Bank such tariffs, levies, stamp duties and service fees that are charged by the Bank from time to time in accordance with the stipulated tariffs.

4. Authorisations

- 4.1. The Client authorizes and instructs the Bank in compliance with the instructions given through the Clients personal computer and within the marked limits to:
 - 4.1.1. Debit and/or credit its account(s) and/or third-party account(s) with such sums as per instructions; -
 - 4.1.2. Transfer funds from and to its other account(s) and/or third-party account(s)
 - 4.1.3. Provide it with information regarding its account(s) including, but not limited to account balances and limits applicable from time to time;
 - 4.1.4. Make predefined payments in accordance with written instructions by the Client;
 - 4.1.5. Make user-defined payments on an ad-hoc basis;
 - 4.1.6. To effect instructions given by the client through the completed forms available under this facility
 - 4.1.7. The parties agree that all instructions issued by the Client to the Bank shall be deemed irrevocable and any alleged fraudulent instructions shall be deemed to be the responsibility of the Client unless negligence on the part of the Bank is proved.
 - 4.1.8. The parties agree that all instructions issued by the Client to the Bank shall be deemed irrevocable and any alleged fraudulent instructions shall be deemed to be the responsibility of the Client unless negligence on the part of the Bank is proved.
 - 4.1.9. The Client accepts and agrees to repay to the Bank a penalty fee plus the excess amount and interest thereon on such amounts as may exceed the credit balance and/or the marked limit arising as a result of the debit entry on its account due to its express instructions,

5. Security

- 5.1. The Client undertakes to exclusively control and restrict access to its Internet Banking failing through the minimum recommended security safeguards provided by the Bank in terms of Clause 7 hereto. The provisions of Clause 2.4 shall apply hereto.
- 5.2. The Client confirms that it has fully acquainted itself of the required security measures and administrative functions recommended by the Bank in Terms of Clause 7 hereto, prior to the operation of the Internet Banking System.

6. Breach and Termination

- 6.1. This agreement shall remain in force and effect for an indefinite period until terminated as provided herein. However, either party may terminate the agreement upon giving three months written notice to the other party.
- 6.2. In the event that a material breach of the Terms and Conditions is committed by either party; including an order of attachment of assets, a provisional or final order for sequestration or liquidation or an order for judicial management; the other party shall call upon the defaulting party to make good the default, within 48 hours of a written notice to the other party, provided the Client shall remain liable to the Bank for any tariffs, fees, costs, levies, stamp duties, taxes, etc.
- 6.3. The parties hereto agree that the termination of this agreement shall not prejudice the validity and enforceability of the indemnities given by the Client.
- 6.4.

7. Determination of Risk and Indemnity

- 7.1. The Bank shall not be liable for any damage that the Client may sustain as a result of:
 - (a) The malfunctioning of the Client's hardware and software;
 - (b) Malfunctioning and/or delays of the Internet Banking system due to vis major;
 - (c) Any major or, off-line situations or any other defect in the computer system of the Bank, that is beyond its control;
 - (d) The incorrect and/or late execution of any instructions of the Client as a result of any of the circumstances mentioned herein above.
 - (e) Losing his password to a third party resulting in unauthorised access to the operative accounts.

- 7.2. Either party hereto undertakes to ensure that all computer software and hardware under its direct supervision and control shall be free from computer viruses.
- 7.3. Indemnities, Warranties and Undertakings; The Client indemnifies and holds the Bank harmless against any claims for damage or loss resulting from computer error, breach of security, unauthorized access of Client's account, which may be brought against the Bank by any third party arising from the operation or use of the ZB Internet Banking system. The client further acknowledges that the Internet Banking facility shall not be used to perpetrate illegal activities and money laundering.
- 7.4. The Client warrants that and undertakes to limit access to all materials, documentation, user name and user passwords relating to the ZB Internet Banking to itself or the appointed and authorized users, in the case of multiple users. The Client further warrants that the said user name, user password and documentation, shall not be disclosed or released to any third party, without the prior written consent of the Bank where relevant.
- 7.5. The Client undertakes to furnish the Bank with the original mandates with respect to insurance or other such similar garnishees designated as defined payments, before instructions to effect transfers from third party accounts and forwarded to the Bank. The bank reserves the right to disconnect any given client from the Internet Banking service or part of its services for any reason at any given time, and as it may see fit.

8. Copyrights

- 8.1. The Client acknowledges that the Bank owns and will continue to own all property rights in the software, documentation and trade secrets (including but not limited to any new releases and any parameterisation, modifications or translations made by the Bank or its agents), and further acknowledges that the copyright and other industrial intellectual property and marketing rights in such software and documentation shall be and shall remain the sole property of the Bank as aforesaid.
- 8.2. The Client shall indemnify the Bank against any claims for damages or costs incurred by the Bank in consequence of breach of copyright through release of such documents, software and/or copies to third parties without the written consent of the Bank.
- 8.3. The Client undertakes not to make or allow to be made any copies of the software or documentation, which the Bank makes available to the Client without prior written consent to the Bank.
- 8.4. The Client shall not effect any modification of the software without any prior written approval of the Bank.

9. Confidentiality

- 9.1. The Client acknowledges that the software and documentation constitute valuable and confidential property of the Bank and shall advise all its employees and other persons having access to the software or documentation accordingly.
- 9.2. Each party undertakes to treat as confidential all non-public information learned in the course of this relationship relating to the business, products and services of the other, to protect that information by using the same care and precautions as are or ought to be used in keeping confidential proprietary information. Such non-public information as is received from the other part shall not be disclosed or used, directly or indirectly, other than for the purposes of this relationship.

10. Cession and Protection of Rights

- 10.1. The parties hereto agree that no party shall have the right to cede or assign its respective rights in terms of this agreement to a third party without the express written approval of the other.

11. Domicilium Citandi Et Executandi

The Bank's domicilium et executandi for all notices and the service of all correspondence is as stated below:

The Bank : 2nd Floor, Finance House
62 Speke Avenue
HARARE

12. Notices

- 12.1. All written notices and communications by either party shall be deemed to have been received by the other party if sent by letter 14 (fourteen) days after having been posted: by hand delivery on date of receipt, by telex 12 (twelve) hours after transmission and by fax at the time of transmission.

13. General

- 13.1. This agreement constitutes the whole agreement between the parties and no addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 13.2. The parties hereby consent to the jurisdiction of the 'Zimbabwean Magistrates Court notwithstanding that the claim exceeds such jurisdiction. The Bank may, however, at its sole discretion institute proceedings in any other court.
- 13.3. The terms and conditions of this agreement shall be construed in terms of the laws of Zimbabwe.
- 13.4. For purposes of proving a claim by the Bank a certificate issued under hand of any director, head of department, senior manager for the time being of the Bank (whose appointment and authority it shall not be necessary to prove) setting out such amount owing by the Client, shall be prima facie proof of that amount or fact, and shall be valid and sufficient for purposes of obtaining summary judgment in any competent court.

14. Obligations of the customer

- 14.1. Provide accurate information on the Application form pertaining to users and the required rights.
- 14.2. Ensure that approvers validate and check all fields before approving transactions.
- 14.3. Immediately notify the Bank of any changes in its operations or instructions that could have a material bearing on this agreement in full or in part
- 14.4. Ensure that only authorized personnel have access to the Internet Banking system at all times
- 14.5. Frequently change passwords to ensure security.
- 14.6. Immediately notify the Bank to delete users who are no longer required.