

## Personal account application Terms and Conditions

- 1 **Deposits**
  - 1.1 We will accept for deposit to your account all cash, cheques and other items payable to you.
  - 1.2 The proceeds of cheques and other similar items deposited will only be available as cash when paid or cleared. (This situation arises because when you deposit a cheque or other item the amount is provisionally credited to your account before payment).
  - 2 **Deposit Reversed**
    - 2.1 We will debit your account with the amount of any cheque or other item deposited that is unpaid.
    - 2.2 We will debit your account with the amount of any cheque or other item deposited to which you are not entitled and may pay the amount to the owner thereof, whether your account is in credit or debit, and we will advise you of our action taken.
  - 3 **Payments**
    - 3.1 We will make payments from, your account on your instructions only if there are sufficient funds available.
    - 3.2 By prior written arrangement, you may instruct us by means of computer or other electronic equipment to make payments from your account and we will debit your account with the amounts concerned.
    - 4 **Stop Payments**
      - 4.1 You may stop the payment of a cheque you have issued before it is presented for payment unless the bank has made a commitment to pay it, for example, certified it good for payment.
      - 4.2 We may accept/stop payments of debit orders but the onus rests on you to cancel the underlying contract and you indemnify the Bank against any legal action arising out of such cancellation.
      - 5 **Interest and Charges**
        - 5.1 We will charge you interest on any overdrawn balances. Details of such charges are available on request.
        - 5.2 We will charge you for various services provided. Details of such charges are available on request or in relevant brochures.
        - 5.3 We reserve the right to vary charges and interest rates from time to time. Notices of such changes will be notified to you.
        - 6 **Statements**
          - 6.1 We will provide you with regular statement of your account.
          - 6.2 You should advise us as soon as possible, preferably within 30 days of receipt of the statement, of any entry you regard as incorrect.
          - 6.3 If you fail to notify us timeously of forged or unauthorised entries on your account and this results in losses taking place we will be entitled to refuse to refund the losses to you, provided that we have not been negligent or breached our duty of care.
          - 7 **Overdrafts**
            - 7.1 If your account is overdrawn without suitable arrangement, we may set it off from any other account(s) held by you.

- 7.2 A certificate signed by a manager of our bank containing details of an amount, including interest, owned by you will be sufficient proof thereof unless the contrary is proved.
- 7.3 We shall regard the postal or residential address given by you to us as the address where notices may be given and documents in legal proceedings may be served.
- 7.4 If necessary we may take legal action against you in a court of law in Zambia.
- 7.5 You will be responsible for payment of all our reasonable expenses in recovering any amounts you owe us, including legal costs, collection fees and tracing fees.
- 8 **Closing of Account**
  - 8.1 We will close your account on receipt of a request in writing signed by you to do so.
  - 8.2 We reserve the right to close your account on reasonable prior notice if in our opinion it has been conducted in an unsatisfactory manner.
  - 9 **Credit Record**
    - 9.1 We may make enquiries about your credit record with any credit references agency of any other party, where available.
    - 9.2 We may provide credit reference agencies with regular updates regarding the conduct of your account including any failure on your part to meet these terms and conditions, where agencies are present.
    - 10 **Confidentiality**
      - 10.1 We will treat your personal information as private and confidential (even when you are no longer a customer) nothing about your accounts nor your name or address will be disclosed to anyone, other than in four exceptional circumstances permitted by the applicable law. These are:
        - 10.1.1 Where we are legally compelled to do so;
        - 10.1.2 Where it is the public interest to disclose;
        - 10.1.3 Where our interest requires disclosure (This will not be used as a reason for disclosing information about you or your accounts, including your name and address, to anyone else including companies in our group for marketing purposes);
        - 10.1.4 Where disclosure is made at your request or with your prior written consent.
      - 11 **General**
        - 11.1 We may check by reference to third parties the correctness of details given in the application form you have completed for opening of the account.
        - 11.2 You may not transfer the account into the name of another person.
        - 11.3 You must notify us immediately if you are placed under receivership or sequestration or placed under any other form of insolvency or legal disability.
        - 11.4 You must notify us immediately of any change in any of the details you provided us when you opened the account.
        - 11.5 We reserve the right to amend these terms and conditions and will give notice thereof in writing.

## 12 Electronic Statements (e-statements)

- 12.1 The Applicant understands that they shall enjoy the e-statements facility that allows the Bank to provide through the medium of electronics mail ("email") the electronic form of Statement(s) of Account(s) on the agreed Statement Date to the Applicant's nominated email address(es) of communication provided to the Bank. The Applicant agrees that the availability of the electronic form of the statement(s) in electronic Statement Date shall be deemed the date of delivery of that period's Statement as per agreed Statement Date.
- 12.2 The Applicant agrees to be enrolled in the e-statements facility and shall provide its email address. The Bank will have the absolute discretion, without giving any reason or notice, to reject any request for enrolment in the e-statements facility. The Applicant warrants that it is the registered owner on record of the email address that it provides to the Bank for the purpose of the provision of its Statement(s) of Account(s) in electronic form. The Applicant agrees that it will immediately advise the Bank of any changes to its aforesaid email address(es).
- 12.3 Upon the Applicant's enrolment to the e-statements facility, the Applicant agrees that the Bank shall provide the electronic form on the agreed Statement Date and giving the Bank the sole discretion to cease generation of the physical form of Statement(s) of Account(s) on the next Statement Date.
- 12.3.1 The Applicant agrees to undertake reasonable steps to verify the authenticity of the emails received and to examine and view the Statement(s) of Account(s) in timely and prompt manner.
- 12.3.2 The Applicant agrees that it shall use reasonable effort to ensure that the e-statements facility is secure and cannot be accessed by unauthorised third parties.
- 13 **E-signature and indemnity**
  - 13.1 By providing the Bank with a signature of acceptance of this account, the Applicant agrees that he/she shall be bound by the terms and conditions of this account.
  - 13.2 The Applicant shall provide the Bank with an electronic signature (E-signature) or non electronic signature. In the event that the Applicant provides the Bank with an E-signature, he/she agrees that the E-signature is unique to the Applicant and undertakes to do the following:
    - 13.1 To secure its E-signature and ensure that the E-signature shall be under the Applicant's sole control;
    - 13.2 It will fully be liable of responsible for failure to secure the E-signature and for the consequences of any negligent act(s) and/or fraudulent act(s) resulting from the Applicant's own negligence and/or own fraud, or as the result from the negligence and/or the fraud of his/her employees, servants or agents; and
    - 13.3 Indemnify and hold harmless the Bank from every liability, claim, action, cause of action judgement, loss, expense, or cost whatsoever (including but not limited to reasonable attorneys fees and court costs) arising from or in any way related to or resulting from any claims in relation to fraud and/or negligence on the Applicant's part or the part of his/her employees, servants or agents' own doing.