



# ACCOUNT OPENING APPLICATION FORM (KCB Bank TANZANIA LTD)

## Personal Accounts

*[FOR OFFICIAL USE ONLY]*

**CUSTOMER ID (Generated by the system):**..... **ACCOUNT NUMBER:**.....

### APPLICANT'S DETAILS

**1. DETAILS OF APPLICANT Title: MR/MRS/MISS/DR/PROF/ENG (Tick appropriately)**

Surname:	Other Names:	Gender:
Date of Birth:	Marital Status:	Nature of Business:
Profession/Status:	Nationality:	Country of Residence:

**2. CONTACT ADDRESS**

Postal Address:	Town/City:	Country:
Telephone:	Cell phone No.:	E-Mail:

**3. PHYSICAL ADDRESS**

Location:	Street/Building/Estate:	House Number:
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**4. IDENTIFICATION National ID/Passport/Staff ID/Residence Permit/Driving Licence/Voters Card (Tick Appropriately)**

Number:	Issuing Authority:	Place of Issue:
Date of issue:	Expiry Date(where Applicable)	

**5. VERIFICATION OF PHYSICAL ADDRESS (Utility Bill OR Introdncer Details)**

Utility:	Utility Company:	Account Number:
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**OR Introdncer**

Surname:	Other Names:	A/C No:	Branch:
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**6. EMPLOYMENT (Tick Appropriately) Salaried/Self-employed/Retired/Other (Specify).....**

Name of Employer:	Date Employed:	Department:
Station:	Designation:	Personal / Staff No:
Building Name:	Building Block No:	Street:
Office Tel No.:	Office Address:	Postal Code:
Fax No.:	E-mail:	Website:
Town:		Country:
Terms of Employment: (Permanent / Contract)		Expiry of Contract:

**7. ESTIMATED INCOME LEVELS (TZS)**

0 - 500,000     
  500,001 – 1,000,000     
  1,000,001 – 5,000,000     
  Over 5,000,000

**8. ACCOUNTS HELD IN OTHER BANKS**

Account Number:	Bank:	Branch:
Account Number:	Bank:	Branch:

**9. ACCOUNT DETAILS**

I/We hereby apply for an Account as follows:- Currency:  TZS    USD    GBP    EURO    Other (Specify).....

**Type:**                                       **Individual**                                       **Joint (Tick Appropriately)**

**PRODUCT**

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Current Account                              | <input type="checkbox"/> Mapato Account | <input type="checkbox"/> Simba Savers         | <input type="checkbox"/> KCB Student Account |
| <input type="checkbox"/> Community Account                            | <input type="checkbox"/> Junior Account | <input type="checkbox"/> Salary Account       | <input type="checkbox"/> Call Account        |
| <input type="checkbox"/> Fixed Deposit and Short-Term Deposit Account |   | <input type="checkbox"/> Other: Specify ..... |  |

**10. ADDITIONAL DETAILS FOR STUDENTS (Account available for duration of course only)**

College /University:	End (Graduation) Date
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**11. ADDITIONAL DETAILS FOR MINOR (Up to 18 years only)**

Surname:	Other Names:	Gender
Date of Birth:	Birth Certificate/Notification no.:	Relationship with Applicant:

**12. MANDATE**

Surname:	Other Names:
Identification Type:	Identification No.:
Issuing Authority:	Place of Issue:                                      Date of Issue:
Conditions:	

Mandate Signature:

**13. ACCOUNT OPERATING TOOLS**

**ATM Cards** (Applicable to Joint Accounts ONLY if **ANY TO SIGN**)

Issue ATM Card:  None  Yes  No

Cheque Book Size: (Where Applicable)  50 Leaves  100 Leaves

Statement Cycle:  Daily  Weekly  Monthly  Quarterly  Semi Annually  Annually

**14. MOBILE BANKING:**  Yes  No

Services available: Balance Inquiry, Airtime purchase, Send/Withdraw Money, Transfer Funds, Pay bill (Utility) etc.

Automatic sending of **ALERTS** (Tick appropriately)  Debit Alerts  All Credit Alerts  Specify Amount.....

**15. DECLARATION**

I/We confirm that the information given above is true to the best of my/our knowledge.

By signing on this form I/We request you to open an account in my/our name (s). I/We agree that I/We have read, understood and accepted the terms and conditions of this account, supplied separately, and agree to be bound by them.

I/We hereby authorize the Bank to disclose any information relating to my/our account (s) to any Credit Reference Agency, any other institution or third party as it deems necessary.

**MODE OF SIGNING: (If Joint):** Any/Both/All to Sign/Others-Specify.....

**APPLICANT'S SIGNATURE**

**THUMB PRINT**

Signed in the presence of (Bank Official's Name): .....

Signature: .....

Date: .....

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**OFFICIAL USE ONLY**

Name of Sales Staff:		Sales Code(12X):	
Staff Number:	Branch Name:	Branch DAO Code:	
Immediate Sales Supervisor:		Sales Code(12X):	
Sector:	Target:	Customer Type:	Risk Class:

**CUSTOMER INFORMATION CHECKLIST**

- Valid Identification documents obtained & authenticated
- Customer Contact & Residence information obtained
- Photographs obtained/captured and authenticated
- Operating Tools required indicated
- Blacklist checked
- Mandate signatures obtained (where applicable)

Authorizing Official's Name..... Signature Number.....

Signature & Branch Stamp: .....



## TERMS AND CONDITIONS OF ACCOUNT OPENING

The relationship between the Bank and the Account Holder is governed by the following Terms and Conditions and is subject to any further agreement in writing.

### 1. Account Holder's Instructions

The Account Holder requests the Bank to honour and to debit to the Account Holder all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out by him, and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit or the overdraft agreed has been fully utilized, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft limit greater than that agreed or sanctioned by the Bank, as the case may be.

### 2. Authorized Signatories

The Account Holder will give the Bank in an acceptable form the specimen signature (s) of every person authorized to operate the account. Unless otherwise agreed all signatories are in a position to withdraw all or any of the Account Holder's property or securities held by the Bank from time to time, to open any further account in the Account Holder's name, and to withdraw or overdraw any of the Account Holders accounts.

### 3. Set-Off

a) The Bank may without notice combine/consolidate any of the Account Holders accounts and set off against any account or indebtedness of the Account Holder whether current, loan, savings or any other type.

b) The Bank may, upon notice to the Account Holder, set off an account against any other account or indebtedness in respect of which the Account Holder is liable, notwithstanding that some other person may also be liable in respect thereof. In such circumstances, upon receipt of an indemnity acceptance to the Bank (against costs) and at the Account Holder's expense, the Bank will give the Account Holder any assistance necessary in obtaining a refund.

### 4. Simultaneous Order In Excess Of Funds

Where the Bank received several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the Account Holder, the Bank may honour the orders in whatever manner it thinks fit.

### 5. Bank Charges and Expense Interest

The Bank is entitled to be paid by the Account Holder and may debit the Account Holder with:

a) Unless otherwise agreed in writing, interest on overdrawn accounts, loan accounts or any other facility granted by the Bank, at any rate or rates as determined by the Bank from time to time but not exceeding the maximum allowed by law, which rate or rates may be different for different accounts. Such interest is calculated on daily balances and debited monthly. The Bank need not notify the Account Holder of any change in the rate of interest charged. Where a higher rate of interest has been agreed between the Bank and the Account Holder in any security given by the Account Holder, that higher rate may be charged by the Bank on any account. Such interest is payable notwithstanding the determination of the relationship of banker and Account Holder until all sums due to the Bank from the Account Holder have been paid or repaid in full, as well after as before any judgement.

b) Legal Charges: Advocate and client charges incurred by the Bank in any legal, arbitration or other proceedings arising out of or connected with such dealings.

c) Commission: Commissions at such rates and at such time or times as the Bank decides with power to charge different rates or different accounts.

d) Other charges and expenses: In addition to the debits authorized by sub-clauses (a), (b) and (c) of this clause, all other proper expenses and charges including but not limited to ledger fees, disbursements for cheque books, postage, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Account Holder's requests or requests authorized and accredited Government or other agencies in relation to the Account Holder dealing with the Bank or in maintaining the account.

### 6. Accounting Periods

Accounts are made up at the Bank's sole discretion at the end of each monthly, quarterly, half-yearly or yearly period.

### 7. Statements deemed approved if not objected to within 28 days

The contents of any statements of account or statement of any other nature which has been sent by the Bank to the Account Holder and to which the Account Holder has not objected within Twenty Eight (28) days of the date of the statement, shall be deemed approved by the Account Holder and shall not thereafter be challenged by the Account Holder or any ground whatsoever including but not limited to lack of mandate. Forged or inadequate signature of Holder on any ground whatsoever including but not limited to lack of mandate, forged or inadequate signature of endorsement of cheques, forged alteration thereof or otherwise.

### 8. Delay by Account Holder in Lodging Complaints

The Bank is not responsible for any matter unless the Account Holder has made a complaint to the Bank as soon as reasonably possible after receipt by him of notification of the matter. Where notification from the Bank is expected but not received, the complaint must be made within a reasonable time after non-receipt.

### 9. Payment by Third Parties

The Bank may credit the Account Holder with amounts paid by third parties.

All instruments such as cheques, Drafts, bills of exchange and other negotiable instruments or commercial documents, tendered for collection and credit to the Account Holder's account are accepted by the Bank subject to the following express terms and conditions:-

Instruments not payable at the Bank are accepted by the Bank only for transmission on behalf of the Account Holder at the Account Holder's entire risk and responsibility.

Where the instruments are forwarded by the Bank by post or through courier services, to other Banks or to any correspondent or agent or sub-agent of the Bank, the Post Office and the courier, as also the Bank or the correspondent, agent or sub-agent of the Bank will be deemed to be the Account Holder's own "agenda for collection", even though couriers, Bank, correspondents, agents or sub-agents are of the Bank's choice.

The Bank will not accept any responsibility, and shall not be held liable, for any delay, mutilation or loss of any of the Account Holder's instruments, arising from or occasioned by transmission by post or through courier, nor shall the Bank be responsible or held liable for any act, neglect, default, failure or insolvency of any Bank, correspondent, agent or sub-agent aforesaid and or their employees and for any loss or damage suffered by the Account Holder or by any other party as a result thereof.

### 10. Deposit of Cheques etc.

a) All cheques or other orders for payment of whatsoever nature are accepted for deposit for collection at the risk of the Account Holder notwithstanding that the Bank sends such instruments for collection through a courier of its choice or other means as it deems necessary. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss) other than the Bank's negligence, the Bank may debit the Account Holder with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is overdrawn.

b) Before making any withdrawal, the Account Holder must allow a sufficient time to elapse after making any deposit (even of cash) in order to enable the Bank to carry out necessary operations to credit the account.

c) Where cheques, other negotiable instruments of commercial documents are deposited for the credit of the account, whether or not payable at or by the Bank, the amount of such deposits shall be available for withdrawal only when actually collected by the Bank.

d) Although immediate credit may have been given for cheques received for collection through clearing, they are not available for drawing against until the relative cheques are realized. In case such credits are allowed to be drawn against, it is not to be construed that the relative cheques have been honoured. The Bank reserves the right to debit the Account Holder's account or in any other way recover the amount in case such cheques are returned unpaid.

e) Notwithstanding the provisions of Clause 7 herein any money credited to the Account Holder in error must be repaid on demand.

### 11. No Duty on Bank to Protest

The Bank is not liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. The Bank will nevertheless endeavor to cause dishonoured bills to be noted or protested or both, provided that it receives instructions to do so within 24 hours of dishonour thereof.

### 12. Termination of Business Relations

The consumer and the Bank shall both have the right to close the account and to request immediate settlement thereof, subject to specific conditions governing the type of account.

Unless there are exceptional circumstances, the Bank shall in event of closing an account, give notice of intent to close and without any obligation to disclose reasons for doing so.

### 13. Repayment of Overdrawn Account

The Bank is entitled on demand to the repayment with interest of any account that is overdrawn.

### 14. Lien

a) Where a Account Holder is indebted to the Bank, the Bank has a general lien over all property/assets of the Account Holder in the Bank's possession, including but not limited to cash, goods, securities or valuables deposited for safe custody as security, cheques presented for repayment, bills and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid and also over all property which by the general law the Bank has a lien.

b) Where the Account Holder is indebted in circumstances giving the Bank a right of set off all securities as set out in paragraph (a) hereof are held as security for the debt.

c) The Bank may at any time give the Account Holder notice in writing that if an accrued debt is not paid within a period being not less than 14 days of the receipt by the Account Holder of the notice then the Bank may without further notice realize sufficient of the Account Holder's assets to discharge the debt. Any part payment made will be accepted strictly on account and without prejudice to the Banks rights.

d) If the debt is not discharged within the time allowed, the Bank may realize sufficient of the Account Holder's assets to discharge the debt and the Account Holder constitutes the Bank his attorney for the purpose of transaction will be held for the Account Holder subject to these Terms and Conditions.

e) Funds in foreign currency which are subject to the bank's lien may be set off against debts or realized at the rate of exchange prevailing at the date of the set off or realization. the bank accepts no liability for any loss caused by exchange fluctuations.

### 15. Variations and Termination of Relationship

The Bank may at any time, without notice to the Account Holder, terminate or vary its business relationship with the Account Holder and in particular but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting there from within such time as the Bank may determine. The Bank's decision in this connection will be final and binding on the account holder and the Bank reserves the right to protect its interests, which may include summarily closing any account if;

We are compelled by law

We have reasons to believe that the account is being used for fraudulent activities.

### 16. Partnership Accounts

In the event of the Account Holder being a partnership the following additional provisions apply:

a) The partners authorize the Bank to carry out instructions countermanding payment of cheques, bills of exchange, promissory notes, or other orders for payment when such instructions are given by any person whose name appears on the mandate and thereby authorized to sign whether or not that person has signed the original payment instruction.

b) The partners authorize the Bank to make advances with or without security by way of overdraft, loan or in any other manner or the requests of the partners at the time, and to discount bills and promissory notes on the request of the partners for the time being made in accordance with the mandate.

c) The partners authorize the Bank to accept by way of pledge or deposit as security or for safe custody anything belonging to the partnership on the instructions of the partners for the time being made in accordance with the mandate, and to deliver upon the said instructions anything so accepted or held on account of the partnership.

d) All liability of the partners to the Bank is joint and several

e) Upon any change in the constitution of the partnership, the partners will sign a new mandate.

#### **17. Freezing of Account**

The Bank may at any time freeze any account of the Account Holder if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleaded proceedings or to take any step of its own initiative for the determination of such dispute or doubt.

#### **18. Joint Accounts**

In the event of two or more Accounts Holders holding a joint account the following additional provisions apply:

- a) The holders of a joint account authorize the Bank to pay or deliver to or to the order of the survivors or survivor or the executors or administrators of such survivor any monies standing to the credit of their joint account.
- b) All liability on a joint account is joint and several.

#### **19. Cheque Books**

Cheque books are issued subject to the following conditions:-

a) The Account Holder agrees to look after and use any cheque book and any cheque form with the utmost care.

b) The Account Holder further agrees to ensure:-

- i. That all uncompleted cheque forms are kept in safe custody at all times.
- ii. That the Bank is informed immediately upon discovery by the Account Holder that any cheque book or any cheque form or registration slip in the cheque book has been stolen, lost or mislaid;
- iii. That any person preparing a cheque is authorised to do so,
- iv. That any cheque is prepared and signed in ink or other indelible writing materials,
- v. That the amount of cheque is written in such a manner as to prevent any unauthorized addition alteration or deletion of letters or figures,
- vi. That any cheque and any alteration is signed by an authorised signatory,
- vii. That no uncompleted cheque is given to any stranger or other person when the Account Holder does not have reasonable grounds for believing him to be trustworthy and
- viii. That only cheques overprinted with an account number are used for that particular account.

c) The Account Holder is advised that:-

- i. Where possible any completed cheque should be crossed with two distinct lines in order to make the cheques negotiable only through a Bank, and
- ii. If it is known with which Bank the beneficiary of a cheque keeps his account then the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular Bank.

d) On receipt, in a form accepted by the Bank, of notice from the Account Holder to stop payment of a cheque, the Bank will record the notice. The Bank is not responsible if such notice is not acted on otherwise than through negligence. If by reason of negligence a cheque is in fact paid after receipt of such notice, the Bank will repay the Account Holder upon proof to its satisfaction the payment has not discharged or partially discharged any liability of the Account Holder to any party to the Cheque and receipt of an assignment of the Account Holder's rights against all such parties but not otherwise. The Account Holder will give the Bank all assistance necessary to the enforcement of the assigned rights. If reasonable assistance is not forthcoming or it is proved that the payment has discharged an obligation of the Account Holder, the Bank may debit the Account Holder together with costs of the action and is entitled to be paid this amount. Any notice given to the Bank to countermand payment of a cheque must clearly indicate the cheque number, amount, payee's name and the account number. The Account Holder must advise the Bank if a lost cheque which has been stopped is found and a replacement issued.

e) Upon closure of any account or if the Account Holder wants the Account or Accounts to be transferred to other branch or branches the Account Holder will return to the Bank any remaining uncompleted cheque forms relating to that account and the Bank will return to the Account Holder the value of any Revenue Stamps reimbursement for them which is obtained by the Bank.

#### **20. Cheques not Drawn on Bank's Forms in Manner specified by the Bank**

The Bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the Bank in accordance with these Terms and Conditions.

#### **20. Drawing of Cash**

a) The Bank will pay cash to the Account Holder where the cheque is signed in the presence of the teller by an authorised signatory or by authorised signatories.

b) Third Party cheque encashment is not acceptable unless a signed Indemnity form is availed to be Bank

c) Where cash cheques are presented by employees or other known agents of the Account Holder the following steps will be taken:

- i) The employee or agent will be identified beforehand in a manner accepted to the Bank; and
- ii) A limit on such drawings will be agreed in writing with the Bank, and until such limit is agreed, no drawings will be allowed under this paragraph.

d) Where the Account Holder requests that payments be made under paragraph c) the Account Holder indemnifies the Bank in respect of all payments made to such employee or known agent, whether or not the money was received by the Account Holder and whether or not the order for payment presented was in fact the order of the Account Holder.

e) Where either the employee or agent is not known to the Bank or if the cheque exceeds the agreed limit, the provisions of sub-paragraph (b) of this paragraph shall apply.

#### **21. Stop Payment Order**

The Bank will not accept verbal stop payment orders in the event of loss or theft of a cheque or bankruptcy of the holder. They must always be in writing.

#### **22. Drawing of Cash**

a) Where cash cheques are presented by employees or other known agents of the Account Holder, the following steps will be taken:

- i. The employee or agent will be identified beforehand in a manner accepted to the Bank; and
- ii. A limit on such drawings will be agreed in writing with the Bank, and until such limit is agreed, no drawings will be allowed under this paragraph.

b) Where the Account Holder requests that payments be made under paragraph b) the Account Holder indemnifies the Bank in respect of all payments made to such employee or known agent, whether or not the money was received by the Account Holder and whether or not the order for payment presented was in fact the order of the Account Holder.

c) Where either the employee or agent is not known to the Bank or if the cheque exceeds the agreed limit, the payment shall not be done.

d) The Bank will pay cash to the Account Holder where the cheque is signed in the presence of the teller by an authorized signatory or by authorized signatories.

#### **23. Forgery**

The Bank shall not be liable in any way to the Account Holder for having honoured even negligently any cheque the signature or content of which has been forged if:

a) The Account Holder has facilitated such forgery either by failure to comply with any of the conditions contained in paragraph(a) or paragraph(b) of condition 18 hereof or by its negligence in any other way, or

b) There has been a previous forgery of any cheque of the Account Holder without the Account Holder having objected to the first statement of accounts which debited such cheque as provided in by condition 7 hereof, or

c) The forgery has been perpetrated by an employee, servant, agent, contractor or sub-contractor of the Account Holder.

#### **24. Securities**

At the request of the Account Holder/his authorised representative a detailed list of the securities deposited on behalf of the Account Holder with the Bank on the Account Holders account, or deposited in the name of the Account Holder with the Bank's correspondents, will be prepared and supplied to the Account Holder once a year (or more frequently subject to a fee to be charged at the Bank's discretion).

#### **25. Safe Custody Deposits**

Any article received by the Bank for storage or safe keeping is received on the following terms:-

a) The article is received by the Bank for the Account of depositor.

b) The article is received by the Bank at the sole risk of the depositor as regards any damage to or loss of the article through any cause whatsoever including but not limited to moth, vermin, heat or leakage, and the Bank accepts no responsibility for any such damages or loss except in so far as this Clause expressly provides to the contrary.

c) The Bank undertakes to exercise reasonable care in looking after the article and in ensuring that no unauthorized person has access thereto: provided that the liability of the Bank for loss or damage of any one article and its contents (if any) attributable to the negligence of the Bank or its employees shall be limited to the sum of TSHS1,000,000 (say, one million). Unless the Bank has acknowledged in writing after such proof as it may require that such article together with its contents (if any) is of specified value in excess of that sum.

#### **26. Validity of documents**

The Bank is not responsible for authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignment documents, receipts warrants and insurance policies.

#### **27. Holdings and credit in foreign currency**

Subject to all laws and Governmental Regulations applicable:-

a) The Bank will credit the counter-value of the Account Holder's holdings in foreign currencies to accounts with its correspondents in various countries of origin.

b) Such accounts are in the Bank's name but are at the Account Holder's risk, and the Account Holder accepts responsibility for any ensuing consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts.

c) Except in the case of an assignment by the Account Holder to the Bank, the Account Holder may dispose of such funds only by means of requests for cheques or transfers in the original currencies at the Bank's option and

d) All credits granted in foreign currencies are also subject to this Clause.

#### **28. Accounts in Foreign Currency**

Subject to all laws and Governmental Regulations, where an account is in foreign currency and demand on the Bank for payment from such account is properly met by the Bank issuing a draft or effecting a transfer or making payment in any other manner in foreign currency at the discretion of the Bank.

#### **29. Communications**

a) All notices, statements, letters and other communications from the Bank may be sent to the last address given by the Account Holder, and the date on the Bank copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.

b) Any written communication from the Bank to the Account Holder including but not limited to any notice given pursuant to these Terms and Conditions shall be deemed to have been received by the Account Holder, if delivered then at the date and time of delivery, and if sent by post then five business days after posting if sent to a Kenyan address and seven business days after posting if sent to an address outside Kenya, and in proving such dispatch by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed and put into the Post Office.

c) The Account Holder has no claim on the Bank for damage resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Account Holder, the Bank or any third party, by delivery, post, telegraph, telephone, telex or any other means of communication.

30. The Account holder authorizes the Bank to make any enquiries it may deem necessary in respect of opening any account.

#### **31. Headings**

Marginal notes contained in these Terms and Conditions are for information purposes only and are not conclusive as to the contents of the Clauses they relate to.

#### **32. Interpretation**

In these terms and conditions the expression "the Account Holder" shall include any person or persons, firm or corporate body and the word "his" also refers to the female gender.

#### **33. Amendments**

Any addition or alteration of these Terms and Conditions made from time to time by the Bank of which notice has been given to the Account Holder shall be binding upon the Account Holder as fully as if the same were contained in these Terms and Conditions.

**34. Disclosure**

The Account Holder(s) hereby authorize(s) the Bank to disclose any information relating to his/their account (s) to any Credit Reference Agency, any other institution or third party as it deems necessary.

**35.** The Account Holder(s) has/have no objection to advertising/promotional material being sent to him/them by the Bank or its appointed agents using the contact details that he/they has/have provided

**36.** The Account Holder(s) promise to take due care to ensure that his/their account shall not be used to abet or facilitate illegal or otherwise fraudulent activities

**37. Electronic instructions**

a) The Bank may act on any electronic instructions, E-mail/Facsimile, given by account Holder from time to time. The Account Holder voluntarily and with full knowledge takes and assumes any and all risks associated therewith;

b) The Bank shall have no obligation to check or verify authenticity or accuracy of such electronic instructions purporting to have been sent by the Account Holder.

c) The Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to the Account holder notwithstanding that instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the Account Holder shall be bound by any instructions on which the Bank may act if the Bank has in good faith acted in the belief that such instructions

d) The Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an instruction pending further enquiry or further confirmation (whether written or otherwise) the Account holder, so however that the Bank shall not be under any obligation to so decline in any case, and shall in no event or circumstance be liable for not so declining

e) The Account Holder shall release from and indemnify the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to the Bank having acted in accordance with the whole or any part of any the instruction exercised (or failed to exercise) the discretion conferred upon the Bank.

**37. Applicable Law and Legal Domicile**

The Laws of The United Republic of Tanzania shall govern these conditions and that the customer shall irrevocably submit to the jurisdiction of the Courts of Tanzania.

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**TO KCB (TANZANIA) LIMITED**

**ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS**

I/We confirm that the information given above is true to the best of my/our knowledge. By signing of this form I/We request you to open an account in my/our name. I/We agree that I/We have read, understood and accepted the terms and conditions of this account, attached herein, and agree to be bound by them.

Applicant's Signature

Date

.....

.....

**In the presence of;  
(Bank Official)**

Name: ..... Designation: .....

Signature: .....

Date: .....