



CHECKLIST

CHECKLIST FOR COMPANY, BUSINESS NAMES AND OTHER REGISTERED BODIES ACCOUNT - VIAMBATANISHI KWA AJILI YA MADMBI YA AKAUNTI ZA KAMPUNI, BIASHARA AU TAASISI ZILIZOSAJILIWA

1). LIMITED COMPANY (Original & Copy) - KAMPUNI TANZU (Nakala Halisi na Kivuli Chake)

- | | |
|---|---|
| <input type="checkbox"/> Certificate of Incorporation | <input type="checkbox"/> Hati ya Usajili |
| <input type="checkbox"/> Memorandum & Articles of Association | <input type="checkbox"/> Mkataba na Nyaraka za Ushirika |
| <input type="checkbox"/> Valid Business License | <input type="checkbox"/> Leseni halali ya Biashara |
| <input type="checkbox"/> Tax Payer Identification Number (T.I.N) Certificate | <input type="checkbox"/> Hati ya Nambari ya Utambulisho wa Mlipakodi (T.I.N) |
| <input type="checkbox"/> Board Meeting minutes of members as per quorum and objectives in accordance with the laws of the country | <input type="checkbox"/> Muhtasari wa vikao vya Bodi kulingana na mahudhurio (ikama) na malengo kwamujibu wa sheria za nchi |
| <input type="checkbox"/> List of Directors and their ID copies | <input type="checkbox"/> Drodha ya Wakurugenzi na nakala za Vitambulisho vyao. |
| <input type="checkbox"/> Two passport size photographs for the respective signatories (blue background size 2x2) | <input type="checkbox"/> Picha mbili (2) za pasipoti za watia sahihi wanaohusika (mandhari ya bluu na ukubwa wa 2x2) |
| <input type="checkbox"/> Valid identity card and/or valid passport for the respective signatories | <input type="checkbox"/> Kitambulisho na/au hati halali yakusafiria (kwa watia sahihi husika) |
| <input type="checkbox"/> Physical Address Verification of Signatories | <input type="checkbox"/> Uhakiki wa Anuani za Makazi za Watia Sahihi |
| <input type="checkbox"/> Copy of latest Annual Return | <input type="checkbox"/> Nakala ya barua ya Mapato ya Mwaka |
| <input type="checkbox"/> Form ZIDA incase of changes in Directors | <input type="checkbox"/> Fomu ZIDA kama kuna mabadiliko ya wakurugenzi |

2). SOLE PROPRIETORS/ PARTNERSHIP – WAMILIKI BINAFSI/UBIA

- | | |
|--|---|
| <input type="checkbox"/> Certificate of Registration | <input type="checkbox"/> Hati ya Usajili |
| <input type="checkbox"/> Extract of Registration | <input type="checkbox"/> Waraka wa Usajili |
| <input type="checkbox"/> Valid Business License | <input type="checkbox"/> Leseni halali ya Biashara |
| <input type="checkbox"/> Tax Payer Identification Number (T.I.N) | <input type="checkbox"/> Nambari ya Utambulisho wa Mlipakodi (T.I.N) |
| <input type="checkbox"/> Partnership Deed | <input type="checkbox"/> Hati ya makubaliano ya Ubia |
| <input type="checkbox"/> Two passport size photographs for the respective signatories (blue background size 2x2) | <input type="checkbox"/> Picha mbili (2) za pasipoti za watia sahihi wanaohusika (mandhari bluu na ukubwa wa 2x2) |
| <input type="checkbox"/> Valid identity card and/or valid passport for the respective signatories | <input type="checkbox"/> Kitambulisho na/au hati halali yakusafiria (kwa watia sahihi husika) |
| <input type="checkbox"/> Physical Address Verification of Signatories | <input type="checkbox"/> Uhakiki wa Anuani za Makazi za Watia Sahihi |

3). ASSOCIATION/CLUBS/SCHOOLS/NGO'S – VYAMA/VILABU/SHULE/MASHIRIKA YASIYO YA KISERIKALI (NGOs)

- | | |
|---|---|
| <input type="checkbox"/> Certificate of Registration | <input type="checkbox"/> Hati ya Usajili |
| <input type="checkbox"/> Memorandum & Articles of Association/ Constitution | <input type="checkbox"/> Mkataba na Nyaraka za Ushirika |
| <input type="checkbox"/> Valid Business License (if not a charitable institution) | <input type="checkbox"/> Leseni halali ya Biashara |
| <input type="checkbox"/> Board Meeting minutes of members as per quorum and objectives in accordance with the laws of the country | <input type="checkbox"/> Muhtasari wa vikao vya Bodi kulingana na mahudhurio (ikama) na malengo kwamujibu wa sheria za nchi |
| <input type="checkbox"/> Two passport size photographs for the respective signatories (blue background size 2x2) | <input type="checkbox"/> Picha mbili (2) za pasipoti za watia sahihi wanaohusika (mandhari bluu na ukubwa wa 2x2) |
| <input type="checkbox"/> Valid identity card and/or valid passport for the respective signatories | <input type="checkbox"/> Kitambulisho na/au hati halali yakusafiria (kwa watia sahihi husika) |
| <input type="checkbox"/> Physical Address Verification of Signatories | <input type="checkbox"/> Uhakiki wa Anuani za Makazi za Watia Sahihi |

4). PHYSICAL ADDRESS VERIFICATION REQUIREMENTS (Any of the Following) – Mahitaji ya Uhakiki wa Anuani ya Makazi (Chochote Kati Ya Hivi)

- | | |
|--|--|
| <input type="checkbox"/> Village Executive Officer (VED) | <input type="checkbox"/> Watendaji Wa Kijiji |
| <input type="checkbox"/> Sub-Ward Executive officer (SWED) letters | <input type="checkbox"/> Barua za Watendaji wa Kata |
| <input type="checkbox"/> Utilities bill (Water bills/TANESCO) | <input type="checkbox"/> Taarifa za Malipo Ya Maji/Umeme |
| <input type="checkbox"/> Copy of title deed | <input type="checkbox"/> Hati ya umiliki Ardhi |

**APPLICATION FORM**

- COMPANY, BUSINESS NAMES AND OTHER REGISTERED BODIES ACCOUNT

FOMU YA MAOMBI

- KAMPUNI, BIASHARA AU TAASISI ZILIZOSAJILIWA

DATE (Tarehe)

D	D	M	M	Y	Y	Y	Y
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PLEASE READ CAREFULLY AND COMPLETE ALL RELEVANT SECTIONS. (PLEASE COMPLETE IN BLOCK CAPITALS) / Tafadhali soma kwa umakini na jaza sehemu husika. (Tafadhali jaza kwa Herufi kubwa)

ACCOUNT DETAILS / TAARIFA ZA AKAUNTI - FOR BANK USE ONLY/KWA MATUMIZI YA BENKI TU.**ACCOUNT NAME**

(Jina la Akaunti)

ACCOUNT SPECIFICATION / UFAFANUZI WA AKAUNTI**TYPE OF ACCOUNT**

(Aina Ya Akaunti)

CURRENT
(Hundi)

CALL ACCOUNT

DHAMIRA

FLEX

Others (Please Specify)

Nyingineo (Tafadhali ainisha)

ACCOUNT CURRENCY

(Sarafu Ya Akaunti)

TZS

USD

EURO

GBP

Others (Please Specify)

Nyingineo (Tafadhali ainisha)

PURPOSE OF ACCOUNT

(Dhumuni la Akaunti)

SALARY
(Mshahara)
BUSINESS
(Biashara)

COLLECTION

OTHERS (Please Specify)

Nyingine (Tafadhali ainisha)

OTHER SERVICES / HUDUMA NYINGINE

ATM CARD

MOBILE BANKING

INTERNET BANKING

SMS ALERT

Others (Please Specify)

Nyinginezo (Tafadhali ainisha)

E-STATEMENT

CHEQUE BOOK

SALARY PAYMENT

STANDING ORDER

CUSTOMER INFORMATION / TAARIFA ZA MTEJA PRIVATE LIMITED LIABILITY COMPANY PUBLIC LIMITED LIABILITY COMPANY PARTNERSHIP NON-GOVERNMENT ORGANISATION NEMBASSY / DIPLOMATIC OFFICE OTHERS (Specify) _____ REGISTERED CLUB / SOCIETY / ORGANISATION SOLE PROPRIETOR**REGISTRATION NAME**

(Jina la Usajili)

REGISTRATION NO.

(Nambari Ya Usajili)

DATE OF REGISTRATION / INCORPORATION

(Tarehe Ya Usajili)

D	D	M	M	Y	Y	Y	Y
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AUTHORISED CAPITAL

PLACE OF REGISTRATION / INCORPORATION

(Mahali pa Usajili)

TAX PAYER NO.

(Nambari Ya Mlipa Kodi)

MAILING ADDRESS

(Anuani Ya Barua)

POST CODE

BUSINESS TELEPHONE

(Simu Ya Biashara)

FAX NO.

(Nambari Ya Faksi)

BUSINESS WEBSITE

(Tovuti Ya Biashara)

EMAIL ADDRESS

(Barua Pepe)

NATURE OF BUSINESS / INDUSTRY

(Aina Ya Biashara/Sekta)

RESOLUTION OF BOARD OF DIRECTORS / MAKUBALIAND YA BODI YA WAKURUGENZI

We hereby certify that the following Resolution of the Board of Director of / Tunathibitisha kwamba maamuzi yafuatayo ya Bodi ya Wakurugenzi wa

Was passed at meeting of the Board held on the / yalipitishwa kwenye kikao cha Bodi kilichokaa Tarehe ____ Monthf/Mwezi ____ Year / Mwaka ____

And has been duly recorded in the minute book of the said company, and that neither the said resolution nor any action taken or to be taken pursuant thereto are or will be in contravention of any provision of the Company's Memorandum and articles of Association. / na kuandikwa kwa usahihi kwenye kitabu cha kumbumbu cha kampuni tajwa, na kwamba ,maamuzi haya au hatua yoyote itakayochukuliwa kutokana na maamuzi haya havitaathiri kipengele chochote cha mkataba na nyaraka za Kampuni.

RESOLVED / IMEKUBALIKA

That an account for/Kwamba akaunti ya

Limited

be opened with **AZANIA BANK LIMITED at their** / Ifunguliwe katika benki ya **AZANIA :**

Branch/Tawi

and that the bank be and is hereby empowered to honor cheques, bills of exchange, and promissory notes drawn, signed, accepted, or made on behalf of the company/**Registered body by** / Na Benki inapewa mamlaka ya kupokea hundi, madai, na miamala iliyosainiwa, kukubaliwa au kufanywa na :

(Insert any two of the Directors and countersigned by the Secretary for the time being or otherwise as required / Andika majina ya wakurugenzi wawili wa Kampuni, na kusaiwa na Katibu au kama iutaratibu unavyoelekeza)

and to act on any instructions given by the persons authorized with regard to recognized officials accounts whether in credit or overdrawn or any transactions of the company. /kwa niaba ya Kampuni/Taasisi iliyosajiliwa na kuyafanyia kazi maelekezo yoyote yanayotolewa na watu walioruhusiwa kufanya miamala kwenye Akaunti kwa kutoa fedha au kupitiliza utoaji fedha au kufanya miamala yoyote ya Kampuni.

The bank be furnished with: / Benki inahitaji yafuatayo:

- All required documents as stipulated on this booklet. / Nyaraka zote kama zinavyoainishwa kwenye ukurasa huu.
- That the Company/Registered body give the Bank a list of the names of Directors/Recognized officials, Secretary and other Officers to advice the Bank in writing of any changes that may take place and the Bank shall be to act upon the information so given. / Kwamba Kampuni/Taasisi iliyosajiliwa itaipatia Benki orodha ya Wakurugenzi/Maofisa wanaotambulika, Katibu na Maofisa wengine watakaoishauri Benki kwa maandishi kuhusiana na mabadiliko yoyote yatakayojitokeza; Benki itayafanyia kazi mabadiliko hayo baada ya kupata taarifa.
- That these resolutions be communicated to the Bank and shall constitute the Company's/registered body's Mandate to the Bank to remain in force until revoked by notice in writing to the Bank signed by the Chairman or any Director and the Secretary acting or purporting to act on behalf of the Company/Registered body and for the purpose any instruction varying or purporting to vary the Mandate contained in these Resolutions shall be deemed a revocation. / Kwamba Benki itapata taarifa kuhusu maamuzi haya, na kwamba maamuzi haya yatakuwa yemeipa Benki mamlaka kutoka kwa Kampuni/Taasisi iliyosajiliwa, na kwamba mamlaka hayo yataidumu hadi pale yatakapotenguliwa kwa maandishi na kutiwa sahihi na Mwenyekiti au Mkurugenzi mmojawapo na Katibu kwa niaba ya Kampuni/Taasisi iliyosajiliwa; na kwamba maelekezo yoyote yatakayokuwa kinyume na mamlaka hayo au kuwa na mwelekeo huo yatachukuliwa kama kikomo cha mamlaka hayo kwa Benki.

DETAILS OF COMPANY DIRECTORS / TRUSTEES / Other Recognized Officials

S/N	FULL NAME	POSITION	PHYSICAL ADDRESS	TEL. NO	ID NO & TYPE	DATE & PLACE OF BIRTH	SIGNATURE
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

 Signature/Sahihi :-

 Name / Jina _____ Chairperson/Mwenyekiti
 (In Capital Letters / Kwa Herufi Kubwa)

Date/Tarehe _____

 Name / Jina _____ Secretary/Katibu
 (In Capital Letters/Kwa Herufi Kubwa)

Date /Tarehe _____



AZANIA BANK LTD

AUTHORIZED SIGNATORIES— WATIA SAHIHI

ACCOUNT NAME

(Jina la Akaunti)

ACCOUNT No.

(Nambari Ya Akaunti)

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BRANCH

(Tawi)

1st SIGNATORY— MTIA SAHIHI WA KWANZA

FULL NAME

(Jina Kamili)

P.O.BOX

(S.L.P)

PHYSICAL ADDRESS

(Anuani)

EMAIL ADDRESS

(Barua Pepe)

PHONE No.

(Nambari Ya Simu)

+	2	5	5																
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1st Signature—Sahihi ya Kwanza

Photograph— Picha

<p>AFFIX PHOTOGRAPH HERE</p> <p>(Bandika Picha Hapa)</p>
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Thumb Print—Alama ya Dole Gumba

2nd SIGNATORY— MTIA SAHIHI WA PILI

P.O.BOX

(S.L.P)

PHYSICAL ADDRESS

(Anuani)

EMAIL ADDRESS

(Barua Pepe)

PHONE No.

(Nambari Ya Simu)

+	2	5	5																
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2nd Signature—Sahihi ya pili

Photograph— Picha

<p>AFFIX PHOTOGRAPH HERE</p> <p>(Bandika Picha Hapa)</p>
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Thumb Print—Alama Ya Dole Gumba

3rd SIGNATORY – MTIA SAHIHI WA TATU

FULL NAME
(Jina Kamili)

P.O.BOX
(S.L.P)

PHYSICAL ADDRESS
(Anuani)

EMAIL ADDRESS
(Barua Pepe)

PHONE No.
(Nambari Ya Simu)

+	2	5	5										
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3rd Signature – Sahihi ya tatu

Photograph – Picha

<p>AFFIX PHOTOGRAPH HERE</p> <p>(Bandika Picha Hapa)</p>
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Thumb Print – Alama Ya Dole Gumba

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4th SIGNATORY – MTIA SAHIHI WA NNE

FULL NAME
(Jina Kamili)

P.O.BOX
(S.L.P)

PHYSICAL ADDRESS
(Anuani)

EMAIL ADDRESS
(Barua Pepe)

PHONE No.
(Nambari Ya Simu)

+	2	5	5										
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4th Signature – Sahihi ya nne

Photo – Bandika

<p>AFFIX PHOTOGRAPH HERE</p> <p>(Bandika Picha Hapa)</p>
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Thumb Print – Alama Ya Dole Gumba

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SIGNING INSTRUCTIONS – UTARATIBU WA KUTIA SAHIHI

- Any to sign /Yeyote
 Two to Sign/Wawili
 All to sign
 Other arrangement/Mpangilio mwingine _____

FOR OFFICIAL USE ONLY – KWA MATUMIZI YA OFISI TU

DOCUMENT RECEIVED BY (Nyaraka Zimepokelewa na:)

BANK OFFICER
(Afisa Wa Benki)

SIGNATURE
(Sahihi)

STAMP
(Muhuri)

DATE (Tarehe)

D	D	M	M	Y	Y	Y	Y
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DOCUMENT APPROVED BY (Nyaraka Zimeidhinishwa na:)

BANK OFFICER
(Afisa Wa Benki)

SIGNATURE
(Sahihi)

STAMP
(Muhuri)

DATE (Tarehe)

D	D	M	M	Y	Y	Y	Y
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AZANIA ACCOUNT OPERATION GENERAL TERMS AND CONDITIONS

Please read this page carefully. It provides you with important information about your Azania Bank Account (s).

A) Scope

The information contained on this page together with any further instructions and conditions that may be prescribed by the bank from time to time shall constitute the terms of the agreement between the customer and Azania bank.

When this application form has been signed, it will be deemed to have been accepted as binding on the customer and the Azania bank.

These conditions apply to each account opened under the Account Opening Form or in any other acceptable manner.

The Customer will provide to Azania bank all documents and other information reasonably required by it in relation to any Account or any Service.

In these terms and conditions the word "**Customer**" means the customer of Azania Bank Limited who has or operates an account with the bank and is named in the application form, however where two individuals are named, either or both shall be referred to as customers. "**The Bank**" means Azania Bank Limited. "**ATM Card**" refer to Azania Bank Card issued by the Bank on customer's request for use in connection with services provided by the Bank, which can be used in Tanzania. "**Account**" means an account opened on customer's request in accordance to the Bank's requirements and Country Laws. "**PIN**" means a Personal Identification Number required to gain access to relevant account to give transaction instruction. This is a secret code to the cardholder. "**Cardholder**" means a person to whom the ATM card has been issued. "**ATM**" means an automated teller machine that dispenses cash to account holders via ATM card.

These terms and conditions shall also include amendments made thereto from time to time. "**Singular**" shall include the "**Plural**" and vice versa, and **masculine** shall include **feminine** and vice versa.

The official languages in all written or spoken communication between the bank and customer shall be Kiswahili and/or English.

B) Deposit Accounts Operations & Relations**Duty of Care in Executing Orders**

The customer undertakes to exercise reasonable care in executing orders (written electronic or otherwise) so as not to mislead the bank or make forgery easy and to act honestly towards the bank.

Duty of care of affairs / accuracy in own account(s)

The customer undertakes to take care of the affairs in his account(s) including but not limited to account balance, transaction, charges, and fees and inquire/confirm the same by visiting our branch/office/call center by letter, email or phone call. The customer is entitled to get such account/transaction/fees or charges information verbally or in written form and the customer is entitled/encouraged to make a formal complaint if not satisfied with the information/details or manner such information was offered/denied or delayed.

Duty of Care in Making Endorsements

The customer undertake to be careful in making endorsements on Bills of Exchange, Promissory Notes, Cheques and other negotiable instruments drawn and paid to the customer / bank / third party and to bind the customer on all agreements or indemnities in connection with the issue of Letters of Credit, Drafts, Bills, Promissory Notes, Fund Transfers (SWIFT, TISS or any other).

Interest Application

The Bank may accrue interest on daily basis and apply on accounts depending on the type of the account.

Customer's Instructions

By opening an account, the customer mandates the Bank to honor and to debit to his account all

cheque, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn, accepted or made out by him, and to carry out any instruments he may give in connection with his account notwithstanding that any such debiting or carrying out instructions may cause his account to overdraw or an overdraft to be increased. By honoring such transactions (that makes his/her account to overdraw) the bank has the right to debit customer's account by additional fee applicable to such type of transaction (s).

Bank as collecting Agent

The Bank acts only as the Customer's collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Proceeds of cheques or other Instruments deposited are not available for withdrawal until collected by the Bank. The Bank reserves the right to debit the customer's account by money that may have been exceptionally credited with an item subsequently unpaid on collection notwithstanding that the item in question has surpassed the clearing period or amount that have been credited to the customer's account erroneously.

Reservations on Deposit

Any deposit made in customer's account other than cash payments will be credited to the account subject to receipt of the funds by the Bank. This also applies to deposits made by cheques drawn on other accounts within the Bank, including accounts with other Banks paying the cheque. The reservation applies even if it has not been stated on the receipt or credit advice.

Cash Withdrawals and Transfers

Cash withdrawals and transfers may be made by the customer at our branches or alternative channels (ATMs, Mobile banking, Internet Banking and other means of similar nature) on demand upon customer's request. The bank has the right to debit customer's account with amounts of any nature made by the customer through Bank's own delivery channels and/or those done outside the Bank's network.

Noting and Protesting

The Bank shall not be liable in any way to the customer for having honored even negligently any cheque with the signature or content of which has been forged if: The customer has facilitated such forgery either by failure to comply with any of the conditions mentioned under this terms and conditions. Or there has been a previous forgery of any cheque of the customer without the customer having objected to the first statement of account which debited such cheque. The forgery has been Perpetrated by an employee, servant, agent

Overdrawn account

If it happens that, the customer's account overdraws by customer taking excess funds than correct entitlement, the Bank reserves the right to charge fees for the excess amount and customer shall be obliged to settle the excess amount including the fee charged in full.

Stop payment order

The Bank will not accept verbal stop payment orders in the event of loss or theft of a cheque or bankruptcy or death of the holder. Orders must always be in writing regardless of whether the customer is in / out of the country.

Fees

The Bank shall have the right, without notice to the Customer, to debit the Customer's account in recovery of all expenses, all fees, legal costs, interests, commissions, taxes and stamp duties paid or incurred on his behalf, or charges, including interest, levied as a consequence of any dealings between the Bank and Customer. The Bank reserves the right to levy service fees at such general rates and intervals as the Bank shall determine from time to time, such service fees shall be displayed on the notice board in the Banking hall.

C) Authorized Signatories

The Bank will rely on specimen signatures provided by the customer of persons authorized to operate the account within the specified mandates.

D) Returned Cheques Indemnity

The Customer hereby undertakes to indemnify the Bank against all liabilities arising from returned cheques.

E) Errors of Transmissions and inadequate Execution of Orders

All payment orders, exchange operations and sales or purchases of stocks, bonds or shares in Tanzania or elsewhere, undertaken by the Bank, for the account of the Customer shall be at the Customer's own expense. The Bank is not bound to carry out transaction (s) based on instructions received in any form while customer is not present. The Bank shall not be responsible for any loss or damage incurred or suffered by the customer as a result of non acceptance of instructions received while customer not present.

F) Right of Set off and Combination of Accounts

All operations between the Bank and Customer of whatsoever nature shall be considered and Treated for all purposes as a single integral and indivisible account, and the Bank shall have the right, without giving advance notice to the customer, to set off any account in the name of the customer against which the customer is sole proprietor or vice versa.st any other such account or in that of any other such account or in that of any establishment Of.

G) Right of Lien

The Bank has the right of lien on all properties of whatever nature (where stocks, shares, bills, precious metals or otherwise) deposited with or held by the bank in the name of the customer and shall hold the same as security for the payment of the indebtedness due from the Customer to the Bank (whether by way of principal, interest, commission charges or otherwise whatsoever and whether such indebtedness shall be a fluctuating balance or otherwise) without prejudice to and the same shall not be affected by any other security held by the Bank for such indebtedness.

H) Joint Accounts

Individuals owning joint accounts authorize and empower each other to deposit with the bank All cheque, notes or other instruments for the payment of money payable and purporting to belong to either or all of them and should any such instruments be received by the Bank with out having been so endorsed the Bank is authorized to endorse any such instrument on behalf of the customer and to credit the same to the account. Any overdraft or other obligations incurred on such account or otherwise shall be the joint and several liability of each and every individual owing the joint account/product. In the event of death of any of the partner owning/operating the joint account(s), if there is no prior provided instrument/ agreement/deed guiding such event; the surviving individual shall be entitled to dispose of any credit/debit balance, security or property available to the account and remaining unencumbered, freely without limitation.

I) Transactions Abroad

The Bank may choose a correspondent bank to make transfer transactions on behalf of the customer and will not be liable for failure to transact due to sanctions or war, disasters or acts of nature or errors arising from wrong or inappropriate customer instructions or failure of customer to observe regulatory requirements.

J) Simultaneous order in excess of customers' fund

Where the Bank receive several orders at approximately the same time the total amount which exceeds the available balance of or the credit granted to the customer, the Bank may honor the order in whatever manner it thinks fit within the limit of the funds available.

K) Customer Consent

The customer agrees and authorizes the Bank to Make inquiries from any bank, financial institution and/or licensed credit reference bureau in Tanzania, or any mentioned referee to confirm any information provided by the customer. Seek information from any Bank, financial institution and/or licensed credit reference bureau when assessing the customer at any time during the existence of the customers' account. Disclose to licensed credit reference bureau and/or any law enforcement agency any information relating to the customer's account operations with the bank. Disclose to licensed credit reference bureau and/or any law enforcement agency Any information relating to the customer's account operations with the Bank.

L) Termination of Business Relations

The Bank reserves the right to terminate the business relationship or close the customer's

Account and/or deny customer to access any of the services offered by the bank at any time if the Bank finds that the customer has used or is using his/her account to process illicit or fraudulent transactions, used forged documents on account opening or at any time of the relationship and/or the customer has been found to act contrary to the requirements of the Country Laws governing banking transactions and business. Likewise, the customer has the right to close his/her account at any time.

M) Statements

Bank statement (s) for the account will be handed over to the customer or authorized agent on request after visiting any of the Bank's branches or sent to the Customer by email through the email address last provided by the Customer.

The Bank shall not be obliged on any consequences if statements or other documents go to wrong address due to customers' failure to inform the bank on changes in address.

The customer can request the account Bank statement anytime and will be charged as per prevailing bank charges and is obliged to give information of any noted discrepancies to the bank within 30 days from when the statement was requested.

The customer undertakes to verify the correctness of each statement of account received from the Bank and to notify the Bank in writing within 28 days from the day of receipt of the statement, of any omissions from or debits wrongly made to, or inaccurate entries in the account. The Bank statement shall be deemed a correct representation of the customer's account if the Bank does not hear from the customer upon expiry of the 28 days.

N) Cheques Books/Fixed Deposit Receipts

The following conditions shall apply:- The customer agrees to look after and use cheque books or cheques or Fixed Deposit Receipts with utmost care. The Bank shall not be liable in a case of a misplaced cheque or Fixed Deposit Receipt is presented for payment with purported instructions, even if such purported instructions are honored by the Bank. The customer further agrees to ensure: That all uncompleted cheque leaves are kept in safe custody at all times.

- ii. That the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque leaf or Fixed Deposit Receipt is missing. That any person preparing cheques is authorized to do so. That any cheque is prepared and signed in ball pen ink.

O) Dormant Account

If the Account remains inoperative for a period of twelve months, such account shall be categorized as Dormant Account. Interest shall stop accruing but charges shall continue accruing and applied, until the account is exhausted. Activation of such account may necessitate scrutiny or request for Identification/registration/licensing documents such as but not limited to those required during new account opening.

P) Amendments

The Bank reserves the right to modify these conditions at any time and any addition or alteration to these terms and conditions made from time to time by the Bank of which notice has been displayed to customers in the banking hall shall be binding upon the customers as fully as if the same were contained in these terms and conditions.

Q) Electronic Banking Services**Using the ATM Card.**

The card once issued is not transferable. The card is for electronic use only. The cardholder must sign the card upon receipts and must follow any instructions given about using the card and keeping it safe. The bank shall not be liable for any transaction arising from cardholder's negligence or disclosures of PIN and card details to any third party.

The card remains Bank's property at all time. Hence the bank can ask the cardholder to return the card or can ask other correspondents to hold the card on behalf of the bank at any time.

Card transactions will be evidenced by a receipts.

The customer has a responsibility of making follow up and report immediately upon

noting an absence of expected transaction or presence of an unknown transaction. For a Card issued to holders of a joint bank account, the holders of the joint bank account shall

AZANIA ACCOUNT OPERATION GENERAL TERMS AND CONDITIONS

The customer has a responsibility of making follow up and report immediately upon noting an absence of expected transaction or presence of an unknown transaction. For a Card issued to holders of a joint bank account, the holders of the joint bank account shall be liable for the card transactions. Any changes to the account mandates should be notified in writing. If the mandate is withdrawn the Joint account holders shall be liable in respect of any transaction affecting the secure purse and bank account given by the valid PIN prior to thirty days.

Card and PIN Security

Customer(s) must exercise all due care and attention to secure safety of the ATM card at all times. The customer is strictly required not to disclose his/her PIN to any third party to prevent fraudulent use of the card and loss of money.

The customer must not write and store his PIN in any way but rather he/she should always memorize it.

The customer shall keep the Bank informed immediately upon becoming aware that the Card/PIN is lost/stolen and has fallen in to hands of an unauthorized party.

The customer shall bear losses to be incurred on his account that resulted from use of his Card and failure to safeguard his/her PIN.

She/he should note down the call Centre phone/mobile numbers for future references. The Customer (s) must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. He will be liable in respect of any transaction instruction given prior to receipt by the Bank notification of such loss, theft or disclosure.

Lost or Stolen card notice shall indicate the particulars of the cardholder including, account number and cardholder's name.

If a card is lost or damage, the Bank shall as soon as practicable issue a replacement card at the applicable replacement charges.

If the cardholder finds the reported lost, stolen or at risk of misuse card, he/she must not use it. He must cut it in half and return it immediately to any nearest Branch of the Bank.

Mobile Banking and Internet Banking

Depending on the service type, the customer may be provided with a temporary PIN for the service in the first instance and will be asked to change the PIN before transacting or will be asked to select his / her own pin.

As a safety measure, customer should immediately change PIN upon receipt and is responsible for maintaining the confidentiality of the PIN. The customer is to change his / her PIN frequently thereafter.

The customer acknowledges that the PIN selected acts as the customer's authorized signature, which authorizes and validates instructions given as a written signature does.

The customer agrees that he / she will not under any circumstances disclose the PIN to anyone, including any employee of the Bank or anyone claiming to represent the Bank or to someone giving assistance on a technical helpdesk in connection with the service. It should be clearly understood that Bank employees do not need the customer's PIN for any reason whatsoever.

The customer should ensure that no one is physically watching his / her PIN when inputting it on the mobile phone. The PIN should not be written anywhere.

The Bank shall not be held responsible for the failure of the User to safeguard the secrecy of the PIN or be held liable if the User allows anyone to have access to the pin thereby compromising his / her accounts. User in allowing anyone to have access to his / her pin does so at his / her own risk.

If the customer forgets the Mobile Banking PIN, he/she has to make a request for the issuance of a new PIN by sending a written request to Azania Bank Limited.

The User agrees and acknowledges that Azania Bank Limited shall in no way be held responsible or liable if the User incurs any loss as a result of information being disclosed by Azania Bank regarding his account (s) or carrying the instruction of the User pursuant to the access of the Azania Mobile and the User shall fully indemnify and hold harmless Azania Bank in respect of the same.

Azania Bank reserves the right to change the service charges, as may be fixed from time to time. The User hereby authorizes Azania Bank to debit his / her Bank account (s) with such charges.

Customer should agree and confirm that he / she will not use this Azania bank mobile facility for money laundering or violate any law related to money laundering.

Azania Bank reserves the right to demand an explanation or explanations from the user

regarding any matter pertaining to money laundering law(s) of Tanzania.

R) Acts that do not bind either party (Force Majeure)

Neither party shall be liable for failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay is caused by matters beyond that party's reasonable control including but not to destruction arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes fire explosion, earthquake and/or other seismic activity, natural disasters, the unavailability of other media or other acts or orders of any government department, council or other constituted body.

S: Applicable Law and Legal Domicile

The laws of the United Republic of Tanzania shall govern these conditions and that the Bank and the Customer shall irrevocably submit to the jurisdiction of the Courts of Tanzania.

T) Communications

All correspondences other than bank statements from the bank shall be sent to the customer through the last address provided by the customer, and the date on the bank's copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.

U) Compliance with Country Laws and Regulations.

All transactions with the bank shall be subject to scrutiny and compliance with applicable country laws.

TO AZANIA BANK LIMITED

These are general Terms and Conditions referred to in the Account Operations and Related Products and Services mandate signed by me / us, dated the..... day ofand that I / We have read and understood and hereby accept them.

Signed by (OR for and on behalf of the Customer)

Name:..... Signature.....

Signed by (OR for and on behalf of the Customer)

Name: Signature

VIGEZO NA MASHARTI YA AKAUNTI YA AZANIA Tafadhali soma maelezo haya kwa makini kwani kuna taarifa muhimu kuhusu akaunti yako/zako na Azania Bank.

A) Utanguizi:

Taarifa hizi pamoja na maelekezo na masharti mengine yatakayotolewa na Benki kwa nyakati tofauti ndio vigezo vya Mkataba kati ya mteja na Azania Bank. Maombi haya yatakaposainiwa yatakuwa yamekubaliwa na yatazingatiwa na mteja pamoja na Azania Bank. Masharti haya yanahusika kwa kila akaunti iliyofunguliwa kupitia Fomu ya Maombi au kwa njia nyingine inayokubalika. Mteja atawajibika kuipatia Azania Bank nyaraka na taarifa nyingine zote zitakazohitajika kuhusiana na Akaunti au Huduma yoyote. Kwenye vigezo na masharti haya, neno **"Mteja"** linaamaanisha mteja wa Azania Bank Limited ambaye ana akaunti na benki na ambaye jina lake limo kwenye Fomu ya Maombi; na endapo watu wawili watatajwa kwenye Fomu ya Maombi, mmoja wao au wote wawili watatambuliwa kama wateja. **"Benki"** inamaanisha Azania Bank Limited. **"Kadi ya ATM"** ni Kadi ya Benki ya Azania iliyotolewa kwa Mteja na Benki baada ya kuombwa na Mteja na ambayo itatumika kupata huduma zitolewazo na Benki ndani ya Tanzania. **"Akaunti"** inamaanisha akaunti iliyofunguliwa kwa kuzingatia maombi ya Mteja kwa mujibu wa masharti ya Benki na Sheria za Nchi. **"PIN"** ni namba ya utambulisho wa Mteja inayohitajika kuweza kutumia akaunti husika na kufanya mialamala. Huu ni utambulisho wa siri wa Mwenye Kadi. **"Mwenye Kadi"** ni mtu aliyepewa Kadi ya ATM. **"ATM"** ni mashine ya kutolea fedha taslimu kwa Mwenye Kadi kupitia ATM Kadi. Vigezo hivi na masharti vitajumuisha pia marekebisho yatakayofanyika kwa nyakati tofauti. Lugha rasmi ya mawasiliano kwa mazungumzo au maandishi kati ya Benki na Mteja ni Kiswahili na Kiingereza.

B) Akaunti ya Amana na Mahusiano

Uangalifu katika Kutekeleza Maelekezo

Mteja anawajibika kuchukua tahadhari ya kutosha katika kutekeleza maelekezo (kwa maandishi, kielektroniki au vinginevyo) ili kuepuka upotoshaji wa Benki au kurahisha udanganyifu; na atakuwa muungwana kwa Benki. Wakati wote.

Wajibu wa Uangalifu /Usahihi wa Taarifa za Akaunti

Mteja anawajibika kuwa mwangalifu na mienendo kwenye Akaunti yake kuhusiana na, pamoja na mambo mengine, salio, miamala, tozo na ada, na kuomba taarifa/kuthibitisha mienendo hiyo kwa kutembelea tawi letu/ofisi/huduma kwa wateja kwa barua, barua pepe au kupiga simu. Mteja ana haki ya kupata taarifa za miamala hiyo kwa mdomo au maaadishi, na mteja anahimizwa kutoa malalamiko kama haridhishwi na taarifa au jinsi taarifa zilivyotolewa au kama amenyimwa taarifa, au taarifa kucheleweshwa.

Uangalifu katika Kuidhinisha Miamala

Mteja anawajibika kuwa mwangalifu katika kuidhinisha malipo yanayohusisha ubadilishaji, taarifa za malipo, hundi na makubaliano mengine ya malipo yanayotolewa au kulipwa kwa Mteja/Benki/mtu wa tatu na kumwajibisha Mteja kwa makubaliano yote au fidia zinazohusiana na utoaji wa barua za malipo, utoaji fedha, tozo, ahadi za malipo na uhamishaji wa fedha (SWIFT, TISS au njia nyinginezo).

Riba

Benki itatoza riba kila siku kwa kuzingatia aina ya akaunti.

Maelekezo kwa Mteja

Kwa kufungua akaunti, Mteja anairuhusu Benki kutambua na kuruhusu akaunti yake kutumika kuweka hundi zote, kutoa fedha, kulipa bili, ahadi za malipo, ridhaa na miamala mingine iliyoridhiwa au kufanywa naye na kufanya malipo yoyote atakayoelekeza kufanyika kwenye Akaunti yake bila kujali kwamba miamala hiyo inaweza kusababisha kutoa fedha nyingi kuliko zilizoko kwenye Akaunti au kuzidisha hali hiyo. Kwa kutekeleza miamala hiyo (inayoruhusu fedha nyingi

kuliko zilizopo). Benki ina haki ya kutoza ada ya ziada kwenye Akaunti ya Mteja kulingana na aina hiyo ya miamala.

Benki kama Wakala wa Ukusanyaji

Benki ni wakala wa ukusanyaji wa Mteja, na haihusiki na urejeshwaji wa malipo yoyote yaliyopokelewa na Benki. Hundi au malipo mengine yaliyo kwenye mchakato hayatatolewa na Mteja kabla ya kupokelewa na Benki. Benki ina haki ya kutoza kwenye akaunti ya Mteja kiasi cha fedha ambacho kitakuwa kimeingizwa kwa njia ambayo ilisababisha makato kutofanyika bila kuzingatia kwamba malipo hayo yamepitiliza muda wa makato kwenye akaunti ya Mteja kimakosa.

Zuio kuhusu Uwekaji wa Fedha

Kiasi chochote kinachoingizwa kwenye Akaunti ya Mteja tofauti na fedha taslimu kitaingizwa kwenye Akaunti endapo tu Benki itapokea fedha hizo. Hii inahusisha pia malipo kwa njia ya hundi kutoka kwenye akaunti nyingine ndani ya Benki, ikiwa ni pamoja na malipo yanayofanyika kupitia kwenye hundi kutoka kwenye akaunti zilizo kwenye benki nyingine. Zuio hili linahusika hata kama haijalekezwa kwenye upokeaji au uwekaji wa fedha.

Kutoa na Kuhamisha Fedha Taslimu

Mteja anaweza kutoa na kuhamisha fedha taslimu kwenye matawi yetu au kwa kutumia njia mbadala za uhamishaji fedha (ATM, Simu, mtandao na njia nyinginezo) inapohitajika kwa kuzingatia maombi ya Mteja. Benki ina haki ya kutoza ada kwenye Akaunti ya Mteja kulingana na kiasi husika kupitia mifumo ya Benki au mifumo iliyo nje ya mtandao wa Benki. **Kugundua na Kuzuia Udanganyifu**

Benki haitawajibika kwa mteja kwa namna yoyote endapo atakubali, hata kwa uzembe, hundi yoyote yenye sahihi au maelezo ya udanganyifu endapo: Mteja amefanikisha udanganyifu huo kwa kushindwa kuzingatia masharti yoyote yaliyotajwa kwenye vigezo na masharti ya mkataba huu. Au kama udanganyifu kama huo ulishawahi kutokea tena kwenye Akaunti ya Mteja pasi yenye kulalamikia taarifa ya kwanza ya miamala ya kibenki baada ya muamala huo. Vinginevyo, udanganyifu huo uwe umewezeshwa na mwajiriwa, mtumishi au wakala wa Benki.

Utoaji wa Fedha Uliopitiliza Kiasi kwenye Akaunti

Endapo Mteja atatoa fedha zaidi ya kiasi kilicho kwenye Akaunti yake, Benki itakuwa na haki ya kutoza ada ya kiasi kilichozidi, na Mteja atawajibika kulipa kiasi kilichozidi pamoja na ada kika-milifu.

Zuio la Malipo

Benki haitakubali zuio kwa njia ya mazungumzo endapo kutakuwa na hasara au wizi wa hundi au ufilisi au kifo cha Mmiliki wa Akaunti. Maelekezo sharti yawe kwa njia ya maandishi bila kuzingatia kama Mteja yuko ndani au nje ya nchi.

Ada

Benki itakuwa na haki, bila kumtaarifu Mteja, kutoza kwenye Akaunti ya Mteja, kufidia gharama zote, ada, gharama za kisheria, riba, malipo, kodi na malipo ya stempu yaliyofanywa kwa niaba yake, au tozo, pamoja na riba iliyotozwa kutokana na makubaliano kati ya Benki na Mteja. Benki ina haki ya kutoza huduma kwa viwango hivyo kwa jumla na kwa vipindi vitakavyoamuliwa na Benki kwa nyakati tofauti, na malipo hayo ya huduma yataoneshwa kwenye mbaao za matangazo za Benki.

C) Watia Sahihi Walioidhinishwa

Benki itatumia mifano ya sahihi ya wahusika walioidhinishwa na Mteja kuendesha Akaunti kwa vipindi vilivyoinishwa.

D) Kinga dhidi ya Hundi Zilizorejeshwa

Mteja anawajibika kutoa kinga kwa Benki dhidi ya hasara yeyote itakayotokana na hundi iliyorudishwa.

E) Makosa ya Uhamishaji na Utekelezaji wa Malekezo

Malipo yote, ubadilishanaji na mauzo au manunuzi, makubaliano au gawio ndani na nje ya Tanzania yanayofanywa na Benki kwenye Akaunti ya Mteja yatagharamiwa na Mteja. Benki haitafanya miamala ya aina yoyote bila kumhusisha Mteja. Benki haitawajibika kwa hasara au uharibifu wowote kwa Mteja unaotokana na Mteja kukiuka maelekezo yaliyotolewa wakati Mteja hayupo.

F) Haki ya Kusitisha na Kuunganisha Akaunti

Mawasiliano yote kati ya Benki na Mteja wa aina yoyote yatazingatiwa na kuchukuliwa kwa sababu zote zile kwa pamoja kama Akaunti moja isiyogawanyika, na Benki itakuwa na haki ya kusitisha/kuunganisha Akaunti yoyote ya Mteja bila kutoa taarifa kwa Mteja, ambapo mteja ni mmiliki pekee au kinyume chake.

G) Haki ya Kutaifisha

Benki ina haki ya kutaifisha mali ya aina yoyote – amana, tozo, madini au vinginevyo- zilizowe- kwa au kushikiliwa na Benki kwa jina la Mteja na Benki itashikilia mali hizo kama dhamana kwa ajili ya fidia anayodaiwa Mteja na Benki (kama Mtaji, riba, malipo ya huduma, au vinginevyo) bila kujali kama fidia hiyo itakuwa salio linalobadilika au vinginevyo (bila kuathiri dhamana nyingine inayoshikiliwa na Benki kwa ajili ya fidia hiyo).

H) Akaunti za Pamoja

Wamiliki wa Akaunti ya pamoja watatoa idhini kwa Benki kuweka hundi zote, fedha au mali nyingine kwa ajili ya malipo ya fedha zinazomilikiwa na wote au mmoja wao. Endapo Benki itapokea malipo hayo bila kuidhinishwa, Benki inaruhusiwa kuidhinisha malipo hayo kwa niaba ya Mteja, na kufanya makato kwenye Akaunti husika. Utoaji fedha kuzidi kiasi kilichopo kwenye Akaunti au uwajibikaji kuhusiana na Akaunti au vinginevyo utakuwa wa pamoja kwa kila mhusika kwenye Akauti hiyo. Endapo mmoja wa wamiliki wa Akaunti ya pamoja atafariki, na hakuna makubaliano au mwongozo kuhusu uwajibikaji, mmiki aliyebaki atawajibika kwa malipo/madeni, dhamana au mali iliyopo bila kubughudhiwa na bila kikomo.

I) Miamala Nje ya Nchi

Benki inaweza kuchagua benki shirika kufanya miamala ya uhamishaji fedha kwa niaba ya Mteja na haitahusika na kasoro katika miamala kutokana na vikwazo au vita, majanga au matukio ya asili au kasoro zitokanazo na makosa katika maelekezo ya Mteja au Mteja kushindwa kufuata utaratibu unaotakiwa.

J) Miamala Inayoambatana na Kuzidi Kiasi cha Fedha Zilizopo kwenye Akaunti

Endapo Benki itapokea maombi yanayoambatana na yanayozidi kiasi cha fedha zilizopo au kiasi kinachoruhusiwa kutolewa, Benki itatekeleza maombi hayo kwa jinsi itakavyoona inafaa kwa kuzingatia kiasi cha fedha zilizopo.

K) Ridhaa ya Mteja Mteja anaridhia na kuiruhusu Benki kuwasiliana na benki yoyote, taasisi ya kifedha na/au taasisi ilioruhusiwa kisheria ndani ya Tanzania, au mdhamini yeyote aliyebainishwa kuthibitisha taarifa yoyote iliyotolewa na Mteja. Benki inaweza pia kuomba taarifa kutoka benki yoyote, taasisi ya kifedha na/au mamlaka yeyote yenye dhamana ya malipo wakati wa kutathmini akaunti ya Mteja wakati wowote wa uhai wa Akaunti ya Mteja. Benki pia itatoa taarifa

kuhusiana na Akaunti ya Mteja kwa mamlaka ya malipo iliyoruhusiwa kisheria na/au wakala wa usimamizi wa utekelezaji wa sheria.

L) Kusitisha Mahusiano ya Kibiashara

Benki ina haki ya kusitisha uhusiano wa kibiashara au kufunga Akaunti ya Mteja na/au kuzuia huduma za kibenki wakati wowote endapo Benki itaona kwamba Mteja ametumia au anatumia Akaunti yake kufanya miamala haramu au alitumia nyaraka za kughushi wakati wa kufungua Akaunti, au muda wowote ambapo Mteja ataenda kinyume na sheria za nchi zinazohusu miamala na biashara ya kibenki. Kwa upande mwingine, Mteja anaweza kufunga Akaunti yake muda wowote.

M) Taarifa za Benki kuhusu Miamala

Taarifa za Benki kuhusu miamala kwenye Akaunti ya Mteja itatolewa kwa Mteja au wakala wake mteja atakapohitaji baada ya kufika kwenye tawi la Benki, au taarifa inaweza kutumwa kwa Mteja kupitia anuani yake ya barua pepe ambayo Mteja ameitoa karibuni.

Benki haitawajibika kwa namna yoyote endapo taarifa za miamala ya kibenki kwenye Akaunti ya Mteja itamfika asiyehusika kutokana na Mteja kutoiarifu Benki kuhusu mabadiliko ya anuani. Wakati wowote mteja anaweza kuomba taarifa za miamala iliyofanyika kwenye akaunti yake na atatozwa kulingana na viwango vya tozo kwa kipindi husika, pia atatakiwa kutoa taarifa ya miamala asiyofahamu ndani ya siku 30 baada ya kuchukua/kupata taarifa hiyo.

Mteja anawajibika kuhakiki usahihi wa kila taarifa ya miamala anayopokea kutoka Benki na kuairifu Benki kwa maandishi kuhusiana na dosari yoyote ndani ya siku 28 toka alipopokea taarifa hiyo.

N) Kitabu cha Hundi

Masharti yafuatayo yatazingatiwa:- Mteja anaridhia kutunza na kutumia kitabu cha hundi kwa uangalifu wa hali ya juu. Benki haitahusika endapo hundi itatumika kuomba malipo yasiyo halali, hata kama Benki itafanya malipo hayo. Mteja anaridhia pia kuhakikisha (i) kwamba hundi ambazo hazijazwa zinatunzwa kikamilifu wakati wote (ii) kwamba Benki inataarifiwa mara moja Mteja anapogundua kwamba kitabu chochote cha hundi au hundi imepotea (iii) Kwamba yeyote anayehusika kuandika hundi ameruhusiwa kufanya hivyo (iv) kwamba hundi zinaandikwa na kusainiwa kwa kutumia kalamu ya wino.

O) Akaunti Isiyotumika

Endapo Akaunti haitatumika kwa kipindi cha miezi kumi na miwili (12), itahesabiwa kuwa imesimama. Riba haitahesabiwa lakini itaendelea kutozwa ada hadi fedha zote zitakapokuwa zimeisha kwenye Akaunti hiyo. Ili kuifufua Akaunti hiyo, Mteja atalazimika kutambuliwa na kuchunguzwa pamoja na kusajiliwa upya kwa kutumia nyaraka na vielelezo vinavyohitajika wakati wa kufungua Akauti mpya.

P) Marekebisho

Benki ina haki ya kurekebisha masharti haya wakati wowote na nyongeza au mabadiliko yoyote yatakayofanyika yatabandikwa kwenye mbaao za matangazo kwenye jengo la Benki, ambapo wateja watawajibika kuyafuata kana kwamba yalikuwepo kwenye vigezo na masharti haya.

Q: Huduma za Kibenki kupitia Kadi ya ATM

Kadi inapokuwa imetolewa kwa Mteja mmoja, hairuhusiwa kutumiwa na Mteja mwingine. Kadi hiyo ni kwa matumizi ya kielektroniki pekee. Mwenye kadi anapaswa kukiri kupokea kadi na kuzingatia maelekezo kuhusu matumizi na kuitunza. Benki haitahusika na muamala wowote unaosababishwa na uzembe wa Mwenye kadi au kutoa namba ya siri (PIN) kwa mtu mwingine. Kadi ni mali ya Benki wakati wote. Kwa hiyo, Benki inaweza kuhitaji mteja kurudisha kadi hiyo au kumwelekeza mtoa huduma mwingine kushikilia kadi hiyo kwa niaba ya Benki wakati wowote. Miamala itakayofanyika kwa kutumia kadi itathibitishwa kwa stakabadhi. Mteja anawajibika kufuatilia na kutoa taarifa angopondua kutafanyika kwa muamala uliotarajiwa au kuwapo kwa muamala usiojulikana. Kwa kadi iliyotolewa kwa wamiliki wa Akaunti ya pamoja, wamiliki wa Akaunti watawajibika kwa miamala inayofanyika kwa kutumia kadi. Mabadiliko yoyote kuhusu matumizi ya kadi lazima yawasilishwe kwa njia ya maandishi. Endapo kutakuwa na zuio kuhusu matumizi ya kadi, wamiliki wa Akaunti ya pamoja watawajibika kwa muamala wowote unaoathiri usalama wa fedha na Akaunti na PIN halali itatolewa kwa kipindi kisichozidi siku thelathini (3D).

Usalama wa Kadi na Namba ya Siri

Mteja anawajibika kuwa mwangalifu na kuhakikisha usalama wa Kadi ya ATM wakati wote. Mteja anatakiwa kuepuka kutoa PIN yake kwa mtu asiyehusika ili kuzuia matumizi haramu ya kadi na upotevu wa fedha. Mteja asiandike PIN yake na kuhifadhi kwa njia yoyote ila ajitahidi kuikariri mara zote. Mteja ataijulisha Benki mara moja endapo atagundua kuwa kadi/PIN imepotea au kuibiwa na imeangukia mikononi mwa mtu asiyehusika. Mteja atawajibika kwa hasara itakayotokea kwenye Akaunti yake kutokana na matumizi ya Kadi yake na kushindwa kutunza PIN yake.

Mteja atatakiwa kujua namba ya simu ya huduma kwa wateja/namba ya simu ya mkononi kwa matumizi ya baadae. Mteja anatakiwa kujulisha Benki haraka iwezekanavyo kuhusiana na upotevu wizi au kujulikana kwa PIN na mtu asiyehusika. Taarifa yoyote kwa njia ya mdomo lazima ithibitishwe kwa maandishi mara moja. Mteja atawajibika kwa muamala wowote utakaofanyika kabla Benki haijapata taarifa ya upotevu, wizi au PIN kujulikana na mtu asiyehusika.

Taarifa ya upotevu au wizi wa Kadi itajumuisha taarifa binafsi za Mteja kama namba ya Akaunti na jina la Mwenye Akaunti. Endapo Kadi itapotea au kuharibika, Benki itatoa Kadi nyingine mapema iwezekanavyo kwa malipo ya wakati huo. Endapo Mteja ataipata kadi iliyopotea au kuibiwa, hatakiwa kuitumia. Badala yake, anatakiwa kuichana katikati na kuirejesha haraka kwenye tawi la Benki lililo karibu naye.

Huduma za Kibenki kupitia Simu na Mtandao

Kulingana na aina ya huduma, Mteja anaweza kupatiwa namba ya siri (PIN) ya muda ili aweze kupata huduma kwa mara ya kwanza na atatakiwa kubadilisha namba hiyo kabla ya kufanya miamala zaidi au atatakiwa kuchagua namba yake ya siri. Ili kuhakikisha usalama, Mteja anahauriwa kubadilisha PIN yake mara apatapo kadi na anawajibika kuitunza PIN hiyo. Baada ya hapo, Mteja anaweza kubadilisha PIN yake mara kwa mara apendavyo mwenyewe. Mteja anaridhia kuwa PIN aliyochagua itatumika kama sahihi yake, ambayo itaidhinisha na kuhalalisha maelekezo yatakayotolewa sawa na sahihi ya kimaandishi. Mteja anaridhia kuwa hali yoyote iwayo, hatatoa PIN yake kwa mtu mwingine, ikiwa ni pamoja na mfanyakazi yeyote wa Benki au mtu anayedai kuwakilisha Benki au kwa mtu anayetoa maelekezo kwenye dawati la huduma kwa wateja kuhusu huduma. Izingatiwe kwamba watumishi wa Benki hawahitaji PIN ya Mteja kwa sababu yoyote ile. Mteja ahakikishe kuwa hakuna mtu yeyote anayemwona wakati akitumia PIN kwenye simu. Mteja asiandike PIN yake mahali popote pale. Benki haitawajibika endapo Mteja atashindwa kutunza siri ya PIN yake au kumruhusu mtu mwingine kujua PIN yake na kuitumia kuhujumu Akaunti yake. Mteja akimruhusu mtu yeyote kujua PIN yake atachukua dhamana yake mwenyewe. Endapo Mteja atasahau PIN yake, atatakiwa kuomba PIN mpya kwa kutuma maombi kwa maandishi kwenda Azania Bank Limited. Mteja anaridhia na kukiri kwamba Azania Bank Limited haitawajibika kwa namna yoyote au kubeba dhamana endapo Mteja atapata hasara kutokana na Benki kutoa taarifa kuhusu Akaunti yake au kutekeleza maelekezo yake, na Mteja

ataipatia Benki kinga kamili na kuhakikisha usalama wa Benki kutokana na tukio husika. Benki ina haki ya kubadilisha tozo za huduma, kama itakavyofanyika kwa nyakati tofauti. Mteja anairuhusu Benki kutoza ada kwenye Akaunti yake. Mteja anawajibika kukubali na kuthibitisha kwamba hatatumia huduma hii ya simu ya mkononi kupitia Benki kutakatisha fedha au kuvunja sheria zinazohusiana na utakatishaji fedha. Benki ina haki ya kudai maelezo kutoka kwa Mteja kuhusu jambo lolote linalohusiana na sheria za Tanzania kuhusu utakatishaji fedha.

VIGEZO NA MASHARTI YA JUMLA YA AKAUNTI YA AZANIA**R) Nafuu katika Uwajibikaji**

Mteja au Benki haitawajibika kwa kushindwa kutekeleza au kuchelewa kutekeleza majukumu yake kwa mujibu wa mkataba huu endapo kushindwa huko kumesababishwa na matukio yasiyozuilika katika hali ya kawaida, ikiwa ni pamoja na mambo mengine, uharibifu utokanao na vita, vurugu, maandamano ya kiraia, migomo, migogoro ya viwandani, matukio ya moto, tetemeko la ardhi, majanga ya asili, ukosefu wa njia za mawasiliano au matukio mengine au amri ya idara ya serikali, halmashauri au mamlaka nyingine zilizo kwa mujibu wa sheria.

S: Sheria Zitakazotumika

Sheria za Jamhuri ya Muungano wa Tanzania zitazingatiwa kwenye masharti haya na Benki na Mteja wanawajibika kuheshimu mamlaka ya Mahakama za Tanzania wakati wote.

T) Mawasiliano

Mawasiliano yote isipokuwa taarifa ya miamala kutoka Benki yatatumwa kwa Mteja kupitia anuani ya karibuni iliyotolewa na Mteja, na tarehe iliyoandikwa kwenye nakala itakayobaki Benki itahesabiwa kama tarehe ambayo mteja amepata mawasiliano hayo endapo kutakosekana namna nyingine ya kudhibitisha vinginevyo.

U) Kuzingatia Sheria na Taratibu za Nchi

Miamala yote na Benki itazingatia sheria za nchi.

KWA AZANIA BANK LIMITED

Hivi ni Vigezo na Masharti yanayozingatiwa katika uendeshaji wa Akaunti na huduma kama zilivyosainiwa na mimi/sisi, leo Tarehe.....Mwezi wa Nimesoma/Tumesoma na kuelewa na kuyakubali.

Imesainiwa Na

Jina:.....Sahihi.....

Imesainiwa Na (AU kwa niaba ya Mteja)

Jina : Sahihi.....