

ECOCASH MERCAHNT LIQUIDATION REGISTRATION FORM

COMPANY / NGO / EMBASSY / GOVERNMENT / REGISTERED ASSOCIATION / TRUST / PARASTATAL

CABS

A Member of the  OLD MUTUAL Group

PLEASE COMPLETE ALL SECTIONS

ORGANISATION NAME

CABS ACCOUNT NUMBER

CABS DEBIT CARD NUMBER

ECOCASH MERCHANT LINE/NUMBER

ECOCASH BANKING SERVICES TERMS AND CONDITIONS

Central Africa Building Society ("CABS") offers you, the Customer, the under-mentioned facility ("ECOCASH Banking Services") subject to the terms and conditions set out in this Agreement.

1. DEFINITIONS

The following terms shall have the meanings assigned to them hereunder and a cognate expression shall have the corresponding meanings, namely:

- **"ECOCASH Banking Services"** shall refer to the facility that enables CABS account holders to transfer money from their CABS bank accounts to their ECOCASH wallets and vice versa.
- **"Customer"** shall refer to a CABS account holder who has been authorised to use the ECOCASH Banking Services facility by means of the CABS Mobile Banking platform.
- **"Mobile Banking Platform"** shall refer to the service provided by a financial institution that enables customers to carry out financial transactions remotely using a mobile device.
- **"Account"** shall refer to the customer's CABS Account which has been linked to an Ecocash wallet.

2. USES OF THE FACILITY

- You must not use this facility for any illegal purpose nor allow anyone else to do so. In the event of such illegal use occurring, you will be liable for any loss, harm and prejudice which may be suffered by us as a result of such misuse.
- We reserve the right to decline authorisation for any transaction on your account.

3. TENURE OF THE FACILITY

- This facility shall come into operation upon registration by the customer and shall remain in force until terminated by either party.
- Whilst our present intention is that this facility should remain available to you and notwithstanding any other provisions of these terms and conditions, we nevertheless reserve the right to terminate the facility at any time on notice to you in writing.

4. CHARGES

- You will be liable for all the amounts incurred as a result of the use of this facility; all charges referred to in this Agreement in addition to the costs of enforcing our rights or remedies under this Agreement.
- Our charges for services in relation to this facility are as published by CABS from time to time. We reserve the right to vary or introduce any charges or fees at our discretion and on notice to you.

5. RESTRICTION ON THE USE OF THE FACILITY

We may at any time and without prior notice to you, cancel or suspend the use of this facility or terminate this Agreement should:

- there be a breach of this Agreement; or
- we have reasonable grounds for suspecting fraudulent or unauthorised use of the Account; or
- you fail to adhere to the Anti-Money Laundering and Combating of Financing of Terrorism regulations.

6. TERMINATION

Either party may terminate this Agreement by giving 30 days written notice of its intention to terminate, to the other party. Upon termination, this facility will be deactivated.

7. INDEMNITY

You hereby agree to indemnify CABS against and hold it harmless from any and all claims, actions, damages, liabilities (including any of the foregoing arising or accrued without CABS's fault or negligence, or under the doctrine of "strict liability") arising out of this arrangement.

8. LIMITATION OF LIABILITY

- You shall be exclusively responsible for the accuracy of your instructions with regards to this facility and CABS shall not be liable for any losses or delays arising from incorrect content instructions.
- You acknowledge that the information transmitted through mobile communication platforms is susceptible to unlawful access, tampering, distortion and monitoring and as such you use this facility at your discretion.
- We will not be liable to you for any loss due to any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment, or other causes beyond our reasonable control.

9. WAIVER

Any failure by CABS to exercise or in exercising any right or remedy under this Agreement will not constitute a waiver of the right or remedy or any other rights or remedies.

10. ASSIGNMENT

We may, at any time, cede our rights and/or obligations pertaining to this Agreement to a third party. Such action will have no effect on your rights and/or your obligations. Your rights and/or obligations under this Agreement are not transferable.

11. COMMUNICATION

We will communicate with you with regards to this Agreement by SMS, email, letter or any other means we deem appropriate.

12. GOVERNING LAW

This Agreement will be governed and construed in terms of the laws of Zimbabwe.

13. ANTI-BRIBERY AND ANTI-CORRUPTION

- You represent, warrant and undertake now and hereafter that, you have not and shall not commit, procure, or encourage bribery in relation to this Agreement, or to obtain or retain business or any advantage in business for any member of CABS, and you have and shall ensure to the fullest extent possible that you and others under your direction or control do not do so. For the purposes of this clause it doesn't matter if the bribery is:
 - i. direct or through a third party;
 - ii. of a public official or a private sector person;
 - iii. financial or in some other form;
 - iv. relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe
- A person is any individual, partnership, company or any other legal entity, public or private. You must promptly notify CABS in writing of any breach of this clause. If you breach this clause, CABS may immediately terminate this Agreement.

14. JURISDICTION

- You consent to the exclusive jurisdiction and venue of the Harare Magistrates Court in relation to any and all claims or disputes arising from or in connection with this Agreement, in accordance with section 11(1)(b) of the Magistrates Courts Act [Chapter 7:10] and all subsequent amendments thereto.
- You therefore:
 - i. Waive any objections to the jurisdiction or venue of the Harare Magistrates Court, and
 - ii. Waive any entitlement to alternative jurisdiction on the basis of domicile, cause of action, place of employment, or any other such circumstances as set out in section 11(1)(a) of the Magistrates Courts Act, and
 - iii. Waive any and all defences at law which claim the lack of jurisdiction of the Harare Magistrates Court.

15. OTHER INFORMATION

- If you wish to make an enquiry or complaint pertaining to this facility, kindly address such query or complaint to the CABS Helpdesk, (clienthelp@oldmutual.co.zw), (04) 883823-60.
- You may also deliver your communication to the nearest CABS Branch.

16. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and no purported amendment, waiver, collateral agreement or replacement agreement will be of any force or effect unless reduced to writing in a document which is signed by the parties.

17. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

18. ACCEPTANCE OF THE TERMS AND CONDITIONS

You hereby confirm that you have read, understood and agree to be bound by the ECOCASH Banking Services Terms and Conditions

Signatory Name	Signature	Date

FOR CABS OFFICE USE ONLY

- Customer completes as per CABS Account and EcoCash Merchant Mandates
- Scanned copies submitted to clienthelp@cabs.co.zw and original copies filed
- Ecocash Merchant Wallet Number must be the same one registered for CABS Mobile Banking

RECEIVED BY: _____ Signature_____ Date_____

APPROVED BY: _____ Signature_____ Date_____

ECOCASH MERCHANT LIQUIDATION INDEMNITY FORM

Date

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CABS Account Number

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We the undersigned, being fully cognizant of the fact that CABS issues Debit Cards to its corporate customers in exceptional circumstances only and having requested CABS to link the Account Holder's Ecocash wallet account to Account holder's bank account for the purposes of liquidating funds from the Account holder's EcoCash wallet into its CABS bank account. We hereby indemnify and agree to keep CABS indemnified against any expenses, costs, liabilities, damages or losses (including direct or consequential losses, interest, penalties, legal or other professional costs and expenses) that CABS may suffer or incur arising from the misuse or abuse of the account holder's debit card or the EcoCash liquidation process by the account holder's personnel or third parties who may have access to the debit card and or the Ecocash account.

We hereby confirm that the EcoCash wallet number provided to CABS for linking to the debit card is registered in the name of the account holder and we agree, on behalf of the account holder, to have the above CABS account linked to the account holder's EcoCash wallet number. We further agree to hold CABS harmless and to keep CABS, its directors, affiliates, employees, officers and agents fully indemnified against any claims, loss, liabilities, expenses or damages arising from or caused by systems failure, service delivery failure, corruption, interruption or termination of services, breach of privacy or breach of data security.

We hereby acknowledge that CABS will not be liable for errors, omissions or delays in transmissions arising from circumstances beyond its control.

Authorised Signatures

1. Name _____ ID Number _____ Signature _____
2. Name _____ ID Number _____ Signature _____
3. Name _____ ID Number _____ Signature _____
4. Name _____ ID Number _____ Signature _____

FOR OFFICE USE ONLY

Customer Details Verified By: _____

Details Checked By: _____

CABS Official Stamp

EcoCash Liquidations
Operations Department
Econet Services House
1906 Borrowdale Road
Borrowdale
HARARE

Date.....

Dear Sir/Madam

RE: FUNDS TRANSFER THROUGH CABS BANKING SERVICES FROM MERCHANT CODE

.....

Kindly link our merchant code With the line number
to our CABS corporate
banking account with details below:

Account Name: _____

Account Number: _____

Upon successful linking kindly contact the following for training on activation of the facility:

Name: _____

Position: _____

Contact Number: _____

Contact Email: _____

Yours faithfully,

(signatories as per existing Ecocash mandate)

Title

Signature
