

Virtual Textacash Application

FOR CABS BRANCH OFFICIAL USE ONLY/AGENT OFFICIAL USE ONLY

Virtual Textacash Banking Card

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PLEASE PRINT CLEARLY

PERSONAL DETAILS

Title (e.g. Mr /Mrs./Prof/Dr): Surname:

First Name(s): Maiden Name:

If Name has been changed - Date of Name Change: d | d | m | m | y | y | y | y

Reason for Name Change:

Date of Birth: d | d | m | m | y | y | y | y Country of Birth: Place of Birth:

Gender: Male ☐ Female ☐ Marital status: Single ☐ Married ☐ Divorced ☐ Widowed ☐

Country of Residence: Nationality:

National ID No:

Do you have an existing account with CABS? (If yes, please specify account number): No ☐ Yes ☐

CONTACT DETAILS:

Physical Address:

Telephone: Bus Res: Mobile: Fax:

Email:

EMPLOYMENT DETAILS

Occupation:

Employment Status (please tick): Permanent ☐ Casual ☐ Contract ☐ Temporary ☐

Employer's Name:

Nature of Employer's Business (Please tick): Manufacturing ☐ Mining ☐ Construction ☐ Transport ☐

Farming ☐ Financial Services ☐ Retail ☐ Other (please specify):

Employer's Physical Address:

Expected type of activity on account (tick appropriate boxes):

☐ Salary ☐ Transfers ☐ Cash deposits/withdrawals ☐ Other

Date of Employment: | | | | | | | Salary Date: d | d | m | m | y | y | y | y

Gross Monthly Income: Other source of income:

Total Other Income Amount:

SPOUSE/PARTNER/NEXT OF KIN

Full Name:

Telephone: Bus: Res: Mobile:

Email:

Does Spouse/Partner bank with CABS (please tick): Yes ☐ No ☐

I will select a four-digit PIN (Personal Identification Number) which I promise not to disclose to any person, not even a CABS Agent or CABS staff member. Please tick ☐

Customer's Signature Date d | d | m | m | y | y | y | y

(If under 16 to be signed by Parent/Guardian)

Parent/Guardian Name Signature

ID Document/Number of Parent/Guardian:

Type of ID: (Indicate National ID or Passport or Driver's Licence)

TERMS AND CONDITIONS

Central Africa Building Society ("CABS") offers you; the Applicant, the CABS Textacash Account subject to the terms and conditions set out in this Agreement.

SECTION A –ACCOUNT TERMS AND CONDITIONS

1. USES

- a. You must not use this account 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.
- b. We reserve the right to decline authorisation for any transaction on the account.
- c. The use of your account shall be subject to the rules of CABS that govern deposits and withdrawals.

2. RESTRICTION ON THE USE OF YOUR ACCOUNT

- We may at any time and without prior notice to you, cancel or suspend the use of your account for all or any purposes or terminate this Agreement should:
- i. any of the information that you gave us when you applied for this account be found or suspected to be untrue; or
 - ii. there be a breach of this Agreement or any other agreement between you and us; or
 - iii. we have reasonable grounds for suspecting fraudulent or unauthorised use of the account; or
 - iv. we discover that you have more than one Textacash account in your name; or
 - v. you fail to adhere to the Anti-Money Laundering and Combating of Financing of Terrorism regulations.

- disclose, or our interests require disclosure, or disclosure is made with your consent.
- i. **Crime prevention and debt recovery:** To prevent crime, to verify your identity, and to recover debt, we may exchange information with other members of the Old Mutual Group and/or financial institutions and, where appropriate, debt recovery agencies and other organisations. In particular, if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

- ii. **Audit:** Relevant information may also be exchanged with members of the Old Mutual Group and/or other institutions, for audit purposes and if required by appropriate governmental and non-governmental regulators or the ombudsmen.
- iii. We may use other Old Mutual companies and/or third parties to process your information and provide services on our behalf. Whether it is processed in Zimbabwe or countries outside Zimbabwe, your information will be protected in accordance with the strictest code of confidentiality and security which all members of the Old Mutual Group, their staff and any third parties are subject to, and will only be used in accordance with our instructions.
- iv. Information submitted to CABS in the form of documents, will be deemed to be the property of CABS and will not be returned to you.

2. GENERAL

- a. Only one Textacash Account per customer will be permitted.
- b. The threshold balance for your Textacash account is set at ZWL\$25 000 (twenty-five thousand Zimbabwean dollars and any deposit in excess of the threshold balance shall not be accepted).
- c. The account opening deposit for your Textacash account is set at ZWL\$2 (two Zimbabwean dollars).
- d. We may, at any time, and on notice 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.
- e. We will communicate with you with regards to this Agreement by SMS, email, letter or any other means deemed appropriate.
- f. 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.

- g. In the event that you divulge your PIN to a third party, you will be liable for any loss that you may suffer as a result of your action.
- h. You must notify us immediately of any changes in any of the following:
- i. Your name

- ii. address
- iii. telephone number
- iv. cell phone number
- v. signature
- vi. bank details
- vii. e-mail address, or
- viii. employment.

Should you fail to notify us of such changes, you may prejudice your rights in terms of this Agreement.

3. OTHER INFORMATION

- a. If you wish to make an enquiry or complaint pertaining to this account, kindly address such query or complaint to the CABS Helpdesk, (clienthelp@oldmutual.co.zw), or you call (04) 883823-60 or 0800012-14.
- b. You may deliver your communication to the nearest CABS Branch.
- c. We will give you 30 (thirty) days' notice of any changes to be made the terms and conditions of your account. Changes to the Textacash product will also be published on the CABS website (www.cabs.co.zw).

4. INDEMNITY

Each party hereby agrees to indemnify the other and hold it harmless from any and all claims, actions, damages, liabilities that do not result from the other party's fault or negligence with regards to this arrangement.

5. BREACH

We may terminate this Agreement on any ground stated above (see section A2) or if you breach any term of this Agreement.

6. TERMINATION

Either party may terminate this Agreement by giving 90 (ninety) days written notice of its intention to terminate, to the other party. Upon termination, your Textacash account will be closed.

7. 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.

8. GOVERNING LAW

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

9. ANTI-BRIBERY AND ANTI-CORRUPTION

- a. 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.
- b. 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.

10. JURISDICTION

- a. 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.
- b. 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.

11. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all previous communications, representations or undertakings, either oral or written, between the parties with respect to the subject matter.

12. 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.

13. ACCEPTANCE OF THE TERMS AND CONDITIONS

You hereby confirm that you have read, understood and agree to be bound by the CABS Textacash Terms and Conditions:

SECTION B – GENERAL TERMS AND

GENERAL TERMS AND CONDITIONS

1. YOUR INFORMATION

Information we hold about you will be regarded as confidential and will not be disclosed to any third party other than where we are legally required to disclose, where we have a public duty to

BRANCH/AGENT OFFICIAL USE ONLY

IMPORTANT: ORIGINAL IDENTIFICATION DOCUMENT CHECKED BY (copy to be attached)	
Agent/Branch	Site Number
Name	Signature
Position	Date
Form and proof of Identity Received By	Date

BACK OFFICE SECTION

Form and proof of Identity Checked By	Date
ID Checked By	Date
Approved/Declined By	Date
Sybrin Upload By	Signature
Customer risk rating	Date
Category 1. (High)	Category 2. (Low)
KYC Complete: Yes ☐ No ☐ Auto Next KYC Review Date (5 years from date of account activation)	