



Wiz/Fuze Account Opening Form

RIM

ACC #

| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

A Personal Details

Title: _____ Surname: _____ First Names in full: _____
 Birth Certificate #/Oman/Passport: _____ Date of birth: _____
 Institution/University: _____
 Residential Address: _____ Postal Address: _____
 Home phone: _____ Work phone: _____
 Mobile phone: _____ Fax number: _____
 Sex Male Female Email: _____

B Guardian's Details (for applicants below 21 years of age)

Guardian's name: _____ Guardian's occupation: _____
 Guardian's employer: _____ Guardian's contact number: _____
 Guardian's ID Number: _____ Guardian's relationship: _____
 Guardian's email address: _____

C Declaration by Applicant/ Guardian

I, the undersigned,

Declare as follows,

1. That, according to my knowledge, all the information contained in this application is true and correct, and I declare myself bound to all obligations, undertakings and information it contains or which may result from the banker-client relationship established by this document:
2. That the use and operation of this account shall be subject to such arrangements as the Bank may have in connection with the application of the Electronic Clearing House, managed by the Bankers Association of Botswana:
3. I hereby consent to jurisdiction of the Courts of Botswana in respect of any claim or action arising hereunder, and elect the respective address (es) above as *domicilium citandi at executandi* for all purposes arising from this agreement.
4. I consent to payment of collection commission and legal fees on the attorney and client scale, as well as tracing fees in respect of claims arising this document.

I certify that the above information is correct and grant permission for any source of information in respect of this application to be further investigated. I hereby grant permission for each source mentioned to furnish you with any information, including that which is regarded as confidential.

THUS DONE AND SIGNED AT ON THIS (day) of

Signature:

D Funding of Account

I confirm that the account will be funded from

Do you want an ATM VISA Electron card? **Yes** **No**

E Daily ATM Limit (Account Holder)

| | Wiz Card <input type="checkbox"/> | Fuze Card <input type="checkbox"/> |
|------------------|--|---|
| ATM Limit | | |
| POS Limit | | |

F Declaration by the Applicant/ Guardian

I, the undersigned, hereby accept the nomination and agree to all the clauses of the conditions of issue and use of the Bank Gaborone Ltd Visa Card as set out in this application and as outlined in the **“Bank Gaborone Card Conditions”** which I have read.

Signature of Card Holder/Guardian Date

Capacity

Captured by

Checked by

Approved by

Signature.....

Signature.....

Signature.....

Date:.....

Date:.....

Date:.....



Bank Gaborone

Bank Gaborone Ltd. (registered Bank). Reg No: 2004/8812

- E-Statements
- Tobetsa Mobile Banking
- SMS Alertz

A Current account information

| | | |
|----------------------|----------------|------------------------------|
| Linked Account Name | Account Number | Linked Cell Number and Email |
| | | +267 |
| Linked Email Address | | |

B Contact information

| | | | | | | | | | |
|--|-----------------------|---|---|---|---|---|---|---|-----------------|
| First Name: | Surname: | | | | | | | | |
| Date of Birth: <table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table> | D | D | M | M | Y | Y | Y | Y | Postal Address: |
| D | D | M | M | Y | Y | Y | Y | | |
| Physical Address: | Email address: | | | | | | | | |
| Home Telephone: | Business Telephone: | | | | | | | | |
| Mobile Telephone: | Omang Number: | | | | | | | | |
| Passport Number: | Passport Nationality: | | | | | | | | |

*Non Citizen Only

C Linked Account to be shown on Tobetsa:

Please indicate which other account/s linked to your RIM number, you would like to view on Tobetsa

| | |
|---------------------|----------------|
| Linked Account Name | Account Number |
| | |

D Authority to Debit my Account

I request and authorize Bank Gaborone to debit the above account with the transaction fees relating to the selected services. These instructions are to remain in force until cancelled by me in writing.
I hereby confirm that the information given is true and correct and I agree to abide by the terms and conditions for the selected services.

Authorized Signature: _____ Date: _____

E Terms and conditions

- Where I have opted to have my statement or advices sent to me by e-mail, I indemnify the bank and hold the Bank harmless from and against all actions, suits, proceedings, costs (including legal costs), claims, demands, charges, expenses, losses and/or liabilities arising in consequence of or in any way related to the Bank having sent me the statements and/or advices by email.
- I agree that in the use of the SMS Alertz services I indemnify the Bank against any and all claims relating to transaction info sent to me via my above cellphone number.
- It is my responsibility to safeguard my mobile handset and/or Computer and keep any confidential information, including but not restricted to security procedures, codes, and personal identifiers secret in order to prevent unauthorized and fraudulent use. Loss of the handset/computer and/or suspicion of tampering must be reported immediately to the Bank. Bank Gaborone accepts no liability for transactions done via mobile banking where my PIN has been used.

F For Official Use

| | | | |
|------------------------|------------------------------|-----------|------|
| | *Name & Branch Processed By: | signature | Date |
| E-Statement | | | |
| E-Statement | | | |
| Tobetsa Mobile Banking | | | |

Bank Gaborone Card Conditions

Terms and conditions are applicable to
WIZ AND FUZE CARDS



1 DEFINITIONS

In this agreement:

- 1.1 **"the account"** means the account holder's Bank account to which the card relates and which is designated by the account holder for the posting of card transactions;
- 1.2 **"account holder"** means person whose account is to be debited in respect of the card transactions;
- 1.3 **"ATM"** means an automated teller machine;
- 1.4 **"Bank ATM"** means a Bank Gaborone automated teller machine;
- 1.5 **"the Bank"** means Bank Gaborone limited, Registration Number 2004/8812;
- 1.6 **"card"** means a Wiz or Fuze Visa Electron Debit card linked to the account and issued by the Bank ;
- 1.7 **"card transactions"** means value of the goods and services purchased by means of the card or cash withdrawals effected with the card;
- 1.8 **"cardholder"** means the account holder or guardian who is authorized to use the card;
- 1.9 **"guardian"** means a person, older than 21 years of age, who is legally authorized to assist a minor account holder to open the account, to sign and transact on behalf of the account holder, and to act as surety for the account holder in respect of card transactions and fees and charges applicable to the account;
- 1.10 **"minor"** means an account holder, younger than 21 years of age, who has to be assisted by a guardian to open and operate the account;
- 1.11 **"PIN"** means the personal identification number selected by the cardholder for use with the card;
- 1.12 **"POS"** the point of sale of any authorized merchant or establishment equipped with a terminal to accept Visa cards and card transactions;
- 1.13 The clause headings are inserted for convenience only and shall not affect the interpretation of the agreement;
- 1.14 The singular includes the plural;
- 1.15 Any gender includes the other genders

2 PURPOSE OF THE BANK GABORONE WIZ AND FUZE VISA ELECTRON DEBIT CARDS

The card must be linked to a transaction account with the Bank. The card enables the cardholder to:

- 2.1 Withdraw cash from any Bank ATM and from selected POS locations, as well as all ATMs displaying the Visa and/or Visa Electron emblem, in the currency of the country where the ATMs or POS is located.
- 2.2 Pay electronically for goods and services both locally and abroad, at the POS of any authorized merchant or establishment enabling the automatic debiting of the account;
- 2.3 Obtain through any Bank ATM an account balance and a statement of the latest transactions thereon;
- 2.4 Change his PIN at any Bank ATM;

3 ISSUING OF CARD

- 3.1 The Bank shall issue the card to the cardholder whose application has been accepted by the Bank.
- 3.2. The cardholder shall be responsible for payment to the Bank of all indebtedness incurred as a result of any card transaction conducted using the card;

4 PERSONAL IDENTIFICATION NUMBER (PIN)

- 4.1 The Bank is authorized to debit the account with all amounts transacted by means of the card and PIN.
- 4.2 The cardholder shall take all precautions possible to prevent the PIN from becoming known to any unauthorized person. Should the PIN, for any reason, become known to any other person the cardholder shall immediately advise the Bank of such fact. (See clause 5.1.6)
- 4.3 The cardholder shall nevertheless be liable to the Bank for any transactions effected by use of the card until the receipt by the Bank of such notice as mentioned in clause 4.2 above.
- 4.4 The provisions relating to the loss of theft of the card as set out in section 7 hereunder shall apply *mutatis mutandis* to the situation where the cardholder's PIN becomes known to an unauthorized person.

5 USE OF CARD

- 5.1 The cardholder shall:
 - 5.1.1 immediately on receipt sign the card in the appropriate place;
 - 5.1.2 only use the card, which is valid solely for the period thereon, subject to the provisions set out in 7 and 9 hereunder;
 - 5.1.3 observe the limit applicable to the account as notified by the Bank from time to time;
 - 5.1.4 exercise all necessary precautions against loss or theft of the card or disclosure of the PIN ensuring that any record of the PIN is kept separate from the card;
 - 5.1.5 immediately on loss or theft of the card or disclosure of the PIN notify the Bank, verbal notice to be confirmed in writing within 48 hours;
 - 5.1.6 unless having notified the Bank as per clause 5.1.5. above, be liable for all transactions debited to the account prior to receipt of such notice.
- 5.2 The cardholder shall sign a sales voucher issued by a merchant in respect of each card transaction. Failure to sign such voucher shall not exempt the cardholder from liability to the Bank for any payment made by the Bank in respect of the use of the card.
- 5.3 The Bank incurs no liability to the cardholder if any merchant declines or fails to honor the card

or if there is dispute as to the nature, quality or quantity of any goods or services acquired from the merchant, it being acknowledged that no merchant is an agent of the Bank. In regard hereto it is agreed that;

- 5.3.1 disputes arising from the supply of such goods and services shall be settled directly with the merchant without the Bank being constituted a party hereto;
 - 5.3.2 the cardholder shall consequently not be relieved of his obligations to the Bank in respect of the underlying card transactions;
 - 5.3.3 no claim by the cardholder against any merchant may be the subject of or any cause for set-off or counterclaim against the Bank;
 - 5.3.4 any refund by a merchant to the cardholder will be credited to the account on receipt by the Bank of a property issued refund voucher from the merchant.
- 5.4 The issue and/or use of the card does not in any way entitle the cardholder to any credit facilities on the account and is subject to the terms and conditions at present or in the future existing in respect of the account. Interest shall be levied on any overdrawn amount irrespective of the type of account and such overdrawn amount together with interest shall be recoverable from the cardholder on demand.
- 5.5 The cardholder undertakes not to use the card unless there are sufficient funds standing to the credit of the account to meet the payment of any card transactions generated by means of the card and/or PIN, or prior arrangements have been made with the Bank for such payment.
- 5.6 The fraudulent, incorrect or illegal use of the card by the cardholder or any other party, shall not relieve the cardholder of his liability to the Bank in respect thereof.
- 5.7 The cardholder acknowledges that a certificate signed by any Manager of the Bank (whose appointment need not be proved) shall be sufficient proof:
- 5.7.1 of the amount owned and payable by the cardholder to the Bank;
 - 5.7.2 that a transaction was effected by means of the cardholder's card and/or PIN and that a transaction can only be effected in such a manner and by no other means.
- 5.8 In addition to any other transactions generated by other means, detailed information of all card transactions entered into by use of the card and/or PIN, will be shown on the account statements in respect of the account.

6 PROVISIONS RELATING TO ATMs

- 6.1 The ATM records shall be sufficient proof and evidence of the amounts withdrawn through the use of the card by the cardholder, entitling the Bank to debit the account.
- 6.2 The Bank shall under no circumstances be liable for the malfunction, temporary breakdown, failure of power supply to or misuse of the Bank ATM or ATM or for any use cause whatsoever which may

result in the retention of the card or it being defaced, torn, destroyed or rendered unusable, and shall not be held liable for any loss or damage which the cardholder may suffer in consequence thereof.

- 6.3 Improper use of the Bank ATM or ATM or unsuccessful attempts to key in the cardholder's PIN will result in the automatic retention or blocking of the card, in which case the cardholder will have to advise the Bank in persons in order to have the card unblocked or to get replacement card.

7 LOSS OR THEFT

- 7.1 Should the card be lost or stolen the cardholder undertakes to immediately report, telephonically or in writing, such loss or theft to any branch of the Bank, furnishing the account holder's identity number, account number and card number.
- 7.2 A verbal or telephonic report of loss or theft shall be of no force unless confirmed in writing by the cardholder within 48 hours.
- 7.3 The cardholder shall not make the card available to any other person and shall take all responsible precautions possible to prevent the card from being lost, stolen or falling into the possession of any unauthorized person.
- 7.4 The cardholder shall remain jointly and severally liable to the Bank for any transaction effected by the use of the card until receipt by the Bank of the written notice specified in clause 7.2 above, and such card transactions shall be deemed to have been effected by the cardholder himself.
- 7.5 In the event of a dispute as to the effective date and time of such notice contemplated in clause 7.1 above, the time and date of receipt of the written confirmation in terms of clause 7.2 above shall be *prima face* regarded as the date of notification to the Bank.

8 FEES

- 8.1 All card transactions debited to the account arising from this agreement will be subject to the standard chargeable levies of the Bank in respect of such fees as finance charges, services fees and tax levies on the account.
- 8.2 The Bank shall further be entitled to collect from the cardholder an item fee, as determined from time to time by the Bank, on each transaction made with the card and/or PIN and to debit this fee against the account.
- 8.3 In the event that a cardholder authorizes the Bank to issue or re-issue any card and/or PIN linked to the account, such authorization shall entitle the Bank to debit the cost of such re-issue against the account.

9 DURATION, VALIDITY, RENEWAL AND TERMINATION

- 9.1 The card shall at all times remain the property of the Bank and the Bank may, at its discretion, terminate its validity at any time or refuse to renew it on expiry and demand the return thereof, in which event the cardholder undertakes to return the card to the Bank.

- 9.2 The cardholder shall be liable to prosecution in the event of the continued use of the card after such demand by the Bank as contemplated in clause 9.1 above.
- 9.3 On the closing of the account on which the card operated, it shall be the duty of the cardholder to return the card to the Bank
- 9.4 In the event of the death or sequestration of the cardholder, or the breach by the cardholder of any conditions of this agreement for the time being in force, the Bank may, in addition to other remedies it may have, take such steps as are necessary to stop any operation by means of the card.
- 9.5 The issue of a card, the extent of services accessible thereby as well as the limitation or termination of the use of a card will at all times be in the discretion of the Bank. The Bank may exercise this right of limitation or termination by verbal and / or written notice to the cardholder.
- 9.6 The card shall be replaced in the discretion of the Bank at its expiry date, unless the cardholder has given contrary instructions in writing to the Bank
- 9.7 If the card is, in terms of the provisions of clause 9, so cancelled or revoked by the Bank, or the cardholder commits a breach of any condition herein, or the Bank calls for surrender of the card; or when the expiry date of the card is reached, the cardholder shall immediately terminate the use of the card. The Bank shall be entitled to give notice of the cancellation of the card to any merchant or anyone else as it may deem fit, and the cardholder shall have no course of action or remedy in respect of such notification.

10 MODIFICATIONS TO AGREEMENT

- 10.1 The Bank may, in its discretion, amend any of these conditions, in which event;
 - 10.1.1 Such amendment shall not constitute a novation of the whole agreement;
 - 10.1.2 Any such amendment shall be effective and binding on the cardholder 10 days after the dispatch of written notice of amendment unless the cardholder, within such period, terminates the agreement by giving written notice to the Bank.
- 10.2 Any relaxation or indulgence or extension of time granted by the Bank to the cardholder shall not constitute or be deemed to be a novation or waiver of any of the Bank's rights against the cardholder in terms of these conditions.

11 DOMICILIUM AND NOTICES

- 11.1 All legal processes against the cardholder in terms of this agreement may be delivered to or served at the physical address as specified in the cardholder's application form, which address shall constitute the cardholder's chosen *domicilium citandi et executandi* ("domicilium).
- 11.2 The cardholder may on 14 days' written notice advise the Bank of any alteration of such domicilium, which shall be a physical address.
- 11.3 All notices by the Bank to the cardholder may be dispatched to the cardholder's postal address as

advised from time to time and shall be deemed to have been received by the cardholder on the fourth day after posting.

- 11.4 All notices by the cardholder to the Bank must be posted by pre-paid registered post to Bank Gaborone. Cards Department, Private Bag 000325, Gaborone, Botswana or delivered to the appropriate Bank Gaborone Branch, and if delivered a receipt stating the date and time of delivery must be obtained.
- 11.5 This provision shall not be constructed as precluding the utilization of other means and methods for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

12 SANCTIONS AND JURIDICTION

- 12.1 Any improper or fraudulent use of the card shall expose the cardholder to the withdrawal of the card and shall render the cardholder liable to prosecution.
- 12.2 Should the Bank exercise its right against the cardholder in respect of any breach of the cardholder's obligations hereunder, the cardholder undertakes to pay all expenses incurred by the Bank, including all legal charges (on attorney and client scale), collection charges and tracing. The cardholder hereby authorizes the Bank to debit the account with all such costs incurred.
- 12.3 The cardholder agrees to the jurisdiction of the Magistrates Court in respect of any matter relating to the conduct of the account, for any action that may arise from the use of the card and/or PIN, or arising from this agreement, notwithstanding that the amount in issue may exceed the jurisdiction of such court. The Bank shall, in its discretion, be entitled to institute any such proceedings in the High Court of Botswana.

13 DISCLOSURE OF INFORMATION

- 13.1 The Bank shall be entitled, should it be deemed necessary, to pass on any information to any other commercial Bank, financial institution, merchant, credit bureau, police officer or any other person, pertaining to the cardholder in the event of improper or fraudulent use of the card, or in order to facilitate the recovery of the same in the event of theft, loss or suspected theft of the card, and the cardholder hereby expressly authorizes such disclosure.

.....
Signature : Cardholder/Guardian

.....
Date