



"Creating Wealth For You"

Mobile and Internet Platform Application for Registration / Amendment / Cancellation Form

Select Option type (Tick preferred option) NEW AMEND CANCEL

Note: You need to have an SBS ATM card to register for these services

PRINT IN BLOCK CAPITALS AND COMPLETE ALL SECTIONS

Please obtain a copy of Swaziland Building Society Electronic Banking Terms & Conditions appearing on the reverse of this application form or log onto www.sbs.co.sz then follow the internet Platform link

Section A: Customer Details

Mr Mrs Ms Miss

First Name(s): Surname:

Preferred Account No.: Email:

Card No.:

Address:

Cell Number:

Section B: Linked Mobile Registration /Number

I agree that the account(s) will be fully accessed through my registered mobile number Add Delete Mobile No:

Section C: Mobile Platform

1. Accounts to be linked
(Linked Accounts are Customers own accounts within the Society)

Add	Delete	Linked Accounts	Add	Delete	Linked Accounts	Add	Delete	Linked Accounts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

2. Transfer to Other Accounts(in the Society data base)
You will be given a Daily Transfer Limit of E3000 for all your accounts for transfers to other customers within the Society.
I would like to apply for a Daily Transfer Limit of E

Section D: Internet Platform

I would like to register/cancel the email below to be used in the Society Internet platform: Preferred User name

Add Delete Email:

I further instruct Swaziland Building Society to add/delete(tick the appropriate option) the Linked accounts listed below(tick the appropriate option) Internet Platform.

Add	Delete	Account Number	Add	Delete	Account Number
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

Section E: SMS Notification

I request Swaziland Building Society to add/delete(tick appropriate option) the mobile number listed below in Society's Notification Platform to receive SMS Alerts

Add Delete Phone Number:

Instructions: Note: All SMS Notifications Registration will only be done through Swaziland Building Society branches. SMS Notifications are available to Swazi MTN Numbers only

Section F: Declaration

- a) I acknowledge that I have read and understood the Swaziland Building Society Electronic Platform Terms and Conditions which appear at the reverse of this form or on the Swaziland Building Society website. I agree to be bound by the Swaziland Building Society's Electronic Platform Terms and Conditions for the use of the Mobile/Internet/SMS Platform for which I have registered.
- b) I also acknowledge that the services provided by the Swaziland Building Society and my obligations under this agreement, in respect of the accounts registered in this agreement are subject to the terms and conditions governing those accounts.

Customer's Signature Date

OFFICIAL USE ONLY	
BRANCH USE	HEAD OFFICE USE
Branch Section (Tick the appropriate option) <input type="checkbox"/> Confirmed all account(s) to be linked in the name of the customer. <input type="checkbox"/> Confirm that Customer's signature has been verified. Branch Officer's Signature <input type="text"/> Date <input type="text"/> dd / mm / yy Branch Controller/Asst Branch Controller's signature <input type="text"/> Date <input type="text"/> dd / mm / yy	Electronic Platform Operations Section Input captured (Tick the appropriate option) <input type="checkbox"/> SMS Notification Entry <input type="checkbox"/> Mobile Platform Entry <input type="checkbox"/> Internet Platform Entry Input Operator's Signature <input type="text"/> Date <input type="text"/> dd / mm / yy Input Operator Checker's Signature <input type="text"/> Date <input type="text"/> dd / mm / yy

TERMS & CONDITIONS

DECLARATION BY APPLICANT

I agree to the following terms and conditions for the use of this facility provided herewith, and agree to abide by them and such rules, which may come into force from time to time. I agree to be liable for any unauthorized debt, which may arise due to the use of this facility.

1. Swaziland Building Society Electronic Platform

1.1 The Society offers and the Client accepts the use of the Society's Electronic Platform services which enables the client to:

- conduct balance inquiry,
- statement print,
- inter-account transfers;
- bill payment,
- cellphone recharge top up;
- account payments (restricted to accounts held with the Society)
- mobile money

1.2 The client shall specify in writing the operative accounts in terms of clause 1.1 and any additions or reductions thereto must also be made in writing.

1.3 The client acknowledges that the use of the services offered under this agreement shall in no way vary any aspect of the Society - client relationship. Without limiting the generality hereof, agrees in particular that:

1.3.1 The utilization of any services shall be subject to the completion and signature by duly authorized signatory/signatories of the client of these Terms and Conditions and any documentation or agreements required by the Society from time to time.

1.3.2 The client shall be obliged to settle any payment obligations to the Society in accordance with the instructions issued to the Society through the service and that this shall not entitle the client to overdraw the account unless prior arrangements have been made with the Society and then only in terms of such arrangement.

1.3.3 The limits allocated to any of the client's accounts will not be exceeded without prior approval.

1.4 The client declares and warrants that all information provided in these Terms and Conditions and any information to be given in the future in terms hereof and information to be contained in each instruction processed Electronically through this service or future services, is and will be correct in all aspects. The client records that it shall be obliged to inform the Society of any change in the information provided by the client and that it shall have no claims against the Society in the event of any information provided by the client to the Society being incorrect.

2. ACCESS TO THE SOCIETY'S ELECTRONIC PLATFORM

2.1 The client undertakes, for purposes of accessing the Society's Electronic Platform, to acquire at its expense, the computer hardware and operating environment recommended by the Society from time to time.

2.2 The Society shall provide a default PIN/Password to the Client who undertakes to immediately thereafter change such PIN to his / her own exclusive PIN/Password.

2.3 The Society shall require the client to provide a unique Username and preferred e-mail address that shall enable the Society's Internet Platform.

2.4 Whilst the Society shall use its best endeavors to provide the Electronic service on a daily basis, certain services and instructions that include funds transfers and third party payments shall be effected by the Society during business hours or on the next business day. Notwithstanding any provision to the contrary herein the Society may temporarily suspend and/or terminate the service at any time and without prior notice to the Client where there are circumstances beyond its control.

3. TARIFFS AND FEES

The client hereby undertakes to pay to the Society such tariffs, levies, stamp duties and service fees that are charged by the Society from time to time and in accordance with the stipulated tariffs which shall be communicated to the client from time to time either in writing or electronically.

4. AUTHORISATION

4.1 The client hereby authorizes and instructs the Society, in compliance with the instructions given through the Client's personal computer and within the marked limits to:

4.1.1 debit and/or credit his / her account(s) and for third party account(s) with such as per the instructions;

4.1.2 transfer funds from and to his / her account(s) and/or third party account(s);

4.1.3 provide the Society with information regarding the client's account(s) with such sums as per the instruction;

4.1.4 make predefined payments in accordance with written instructions by the client

4.1.5 make user-defined payments (once-off payments); on an ad hoc basis

4.1.6 effect instructions given by the client through the completed forms available under this facility.

4.2 The parties hereto agree that all instructions issued by the Client to the Society shall be deemed irrevocable and any alleged fraudulent instructions shall be deemed to be the responsibility of the client unless gross negligence on the part of the Society is proved.

4.3 The client hereby accepts and agrees to repay to the Society a penalty fee plus the excess amount and interest thereon on such amount as may exceed the credit balance and or the marked limit arising as a result of a debit entry on its account due to his /her express instructions. The penalty fee payable shall be determined by the Society from time to time.

5. SECURITY

5.1 The client hereby undertakes to exclusively control and restrict access to his / her Electronic facility through the recommended security safeguards provided by the Society in terms of Clause 7 hereto. The provisions of Clause 2 shall also apply hereto.

5.2 The Client hereby confirms that he/ she has fully acquainted himself /herself with the required security measures and administrative functions as recommended by the Society in terms of clause 7 hereto prior to the operation of the Society Electronic System.

6. BREACH AND TERMINATION

6.1 These Terms and Conditions shall remain in full force and effect for an indefinite period until terminated as provided herein.

6.2 In the event that a material breach of the terms and conditions is committed by either party; including an order of attachment of assets, a provisional or final order for sequestration or liquidation or an order for judicial management; the other party shall call upon the defaulting party to make good the default within 48 hours written notice to the other party, failing which the offended party shall terminate this agreement provided the Client shall remain liable to the Society for any tariffs, fees, Costs, levies, stamp duties and unpaid taxes unpaid.

6.3 Either party may terminate this service for whatever reason by giving the other party at least one month written notice of its intention to do so.

6.4 The parties hereto agree that termination shall not prejudice the validity and enforceability of the indemnities given by the Client.

7. CLIENT SUPPORT

7.1 The client at all times:

7.1.1 shall follow the security procedures notified to the client by the Society from time to time or such other procedures as may be applicable to the services from time to time.

7.1.2 The client acknowledges that any failure on the part of the client to follow the recommended security procedures may result in a breach of the client's profile confidentiality and may lead to unauthorized transactions between the accounts linked to the client's electronic subscription with the Society.

7.1.3 shall ensure the safekeeping and confidentiality of all devices, passwords, signature numbers and other confidential information;

7.1.4 shall ensure that the services are not used or the instructions are not issued or the relevant functions are not performed by anyone other than a person authorized to do so,

7.1.5 shall notify the Society immediately on becoming aware that a device or password has been lost or forgotten or may have fallen into the hands of an unauthorized person,

7.1.6 shall be deemed to have read, understood and applied the information displayed on any profile system or electronic site and the client's role in respect thereof;

7.1.7 shall not cede or assign any of his / her rights under this agreement.

7.1.8 shall not operate or use the services in any manner that may be prejudicial to the Society.

8. DETERMINATION OF RISK AND INDEMNITY

8.1 The Society shall not be liable for any damage that the Client may sustain as a result of;

8.1.1. The malfunctioning of the Client's computer hardware and software;

8.1.2. as a result of defective or impaired software components installed by the Client;

8.1.3. malfunctioning of the Society's Internet system due to force majeure;

8.1.4. any major or off-line situation or any other defect in the computer system of the Society that is beyond its control;

8.1.5. the incorrect and/or late execution of any instructions of the Client as a result of any of the circumstances mentioned herein above;

8.2 The client hereby waives his / her rights in respect of and indemnifies and holds the Society harmless against any demands, claims, loss or action related to or in connection with the services from a computer error, breach of security unauthorised, access of Client's account which may be brought against the Society by any third party arising from the operation or use of the Society's Electronic Platform unless such demand, claim or action arose as a direct consequence of the gross negligence or willful misconduct of the Society or any of its employees.

8.3 Any demand, claim, or action arising against the Society in connection with the circumstances referred to in clause 8.2 above shall be limited to direct damages. Special or consequential damages are hereby specifically excluded.

8.4 The client indemnifies and holds the Society harmless from:

8.4.1 all demands, claims, actions, losses and damages of whatsoever nature which may be brought against the Society of which it may suffer or incur arising from its acting, or not acting on any instruction or arising out of the malfunctioning, failure or unavailability of any hardware, software or equipment, the loss or destruction of any data, Power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Society's control, interruption or distortion of communication links or arising from the reliance by any person on any incorrect, illegible, incomplete or inaccurate information or data connection in any instruction received by the Society.

8.4.2 any loss or damage that may arise from the use, misuse, abuse or possession of any third party software, including without limitation any operating system software, browser software or any other software packages or programs;

8.4.3 any unauthorized access to the clients account or any breach of security or any destruction of accessing of the client's data or any destruction or theft of or damage to any client's equipment;

8.4.4 any loss or damage occasioned by the failure to adhere to any terms and conditions applicable to the services and/or by the supplying of incorrect information or loss or damage occasioned by the failure of unavailability of third party facilities or systems or the inability of a third party in process a transaction.

8.5 The Client warrants that and undertakes to limit access to all materials, documentation, users name, and user password relating to the Society's Electronic Platform to himself / herself or the appointed and authorized users in case of multiple users. The client further warrants that the said user name, user password and documentation shall not be disclosed or released to any third party without prior written consent of the Society where relevant.

9. COPYRIGHTS

9.1 The client acknowledges that the Society owns and will continue to own all property rights in the software, documentation and trade secrets (including not limited to any new releases and any parameterization, modifications or translations made by or for the Client by any party), and further acknowledges that the copyright and other industrial intellectual property and marketing rights in such software and documentation shall remain the property of the Society as aforesaid.

9.2 The client shall indemnify the Society against any claims and damages or costs incurred by the Society in consequences of breach of copyright through release of such documents, software and/or copies to third parties without the written consent of the Society.

9.3 The client undertakes not to make or allow to be made any copies of the software or document which the Society makes or may make Available to the Client without prior written consent to the Society.

10. CONFIDENTIALITY

10.1 Each party undertakes to treat as confidential all non-public information learned in the course of utilizing the Electronic Platform relating to the business products and services of the other, to protect that information by using the same care and precautions as are or ought to be used in keeping confidential its own confidential proprietary information. Such non-public information as is received from the other party shall not be disclosed or used, directly or indirectly, other than for the purpose of this Agreement.

11. AUTHORITY TO DEBIT CLIENT'S ACCOUNT

I acknowledge that the internet facility is only available to those that have an account with the Society. I authorize the Society to debit my account and credit third parties as instructed by me through the Society's Internet Platform.

12. NOTICES

All written notices and communications by either party shall be deemed to have been received by the other party if sent by letter 7(seven) days after having been posted; by the hand delivery on date of receipt; by facsimile, 12(twelve) hours after transmissions and by facsimile at the time of transmission.

13. GENERAL

13.1 This agreement constitutes the whole agreement between the parties and no addition to, variation of, or agreed cancellation of this agreement shall be of any force or effect unless reduced to writing and signed both parties.

13.2 The parties hereby consent to the jurisdiction of the Magistrate's Court notwithstanding that the claim exceeds such jurisdiction. The Society may, however, at its sole discretion institute proceedings in any other court.

13.3 The terms and conditions of this agreement shall be construed in terms of the laws of the Kingdom of Swaziland.

13.4 For the purpose of proving a claim a certificate issued under the hand of the managing director, head of department, senior manager or manager for the time being of the Society (whose appointment and authority shall not be necessary to prove) setting out such amount owing by the Client any other fact, shall be prima facie proof of that amount or fact, and shall be valid and sufficient for purpose of obtaining summary judgment in any competent court.