



Customer details

Full name of customer _____

Branch where account held _____ Account number _____

Identity Document/Passport number _____ User ID _____

Home address _____ Postal code _____

Postal address _____ Postal code _____

email address _____

Cellphone number _____ Telephone number (Work) _____

Beneficiary name	Beneficiary ref no.	Bank	Branch	Beneficiary account number

Registration

Registration Internet banking

De-registration Cellphone banking

Reason for de-registration _____

Customer's signature _____ Date _____

Password

Password received

Password reset

Re-issue of user name

Declaration of Password secrecy

I _____ hereby undertake to be held solely responsible for my password issued and therefore it should not be divulged under any circumstances.

Limit

Limit increase Amount _____

Limit decrease Amount _____

Customer's signature _____ Date _____

Unlinking of accounts

Please delink the undermentioned account(s) from my Internet Banking profile

Type of account	Name of accountholder	Account number	Branch code number	Power of attorney verified (Initials)
1				
2				
3				
4				
5				

For Bank use only

Registration recorded by _____

Date _____

Time _____

Electronic Banking Agreement

Date last amended: 2008-07-23

1 Agreement and acceptance

This agreement becomes effective between you and Stanbic Bank Tanzania Limited ("the bank", "we" or "us") at the time of registering for electronic banking or at the time you access electronic banking, whichever occurs first. For purposes of this agreement "electronic banking" includes Internet banking, Mobile banking and pre-paid products through Internet or Mobile banking.

2 Incorporated terms

In addition to this agreement, the terms and conditions of your automated teller machine (ATM) card (bank card terms) and account or facility terms and conditions (other terms) shall apply to all transactions you carry out or instruct us to carry out through bank accounts linked to the card or account number you select when using electronic banking.

In the event of conflict between the provisions of this agreement and the bank card terms or any other term, the provisions of this agreement prevail. Where the bank card terms or other terms require amendment or additions thereto to be reduced to writing and/or signed, your acceptance of this agreement shall be deemed to satisfy such requirements.

3 Defining the device and medium

The device which you select to access electronic banking may include a computer, cellphone, telephone, television or similar technologies (the device) and the medium through which you access electronic banking may include the Internet, wireless application protocol (WAP), wireless Internet gateway (WIG), short messaging system (SMS), voice over an automated voice recognition system or similar technologies (the medium).

We will refer to the device and the medium collectively as "the communication system". Where a particular communication system requires contractual provisions different from other communication systems, this will be clearly stated in this agreement.

4 Linked text

For ease of use, we have included automated links (hyperlinks) in this agreement to information elsewhere on the communication system. These links are indicated by blue underlined text and your mouse's cursor should change into a hand or other pointer when held over this text. You are obliged to view the relevant parts of the hyperlinked information, which information will be regarded as forming part of this agreement. If your communication system cannot access the hyperlinks, you must visit our website at www.Stanbicbank.co.tz to access the linked information or contact our Customer Contact Centre.

5 Amendments

We may amend this agreement from time to time and you are bound by the version of this agreement that exists at the time you access electronic banking. The date of the version is recorded above clause 1.

6 Requirements and registration

Before you can use electronic banking you must follow certain steps.

Internet banking

You must first register at your nearest branch by filling in a registration form. You will be issued with a password that you have to change once you have logged on to the Internet site for the first time. You must then create your own password. For more information on how to do this you can visit a branch or call our Customer Contact Centre.

Mobile banking

You must first register at your nearest branch by filling in a registration form. You will be issued with a password. For Customers with Internet Banking, you can register for this service online. For more information on how to do this you can visit a branch or call our Customer Call Centre. Your cellphone will have to meet certain technical requirements before you will have the functionality which is needed to do cellphone banking.

Pre-paid products

The value of pre-paid recharges is linked to your daily cash withdrawal limit. You need your ATM card and PIN to recharge your airtime at ATM. To use our other self service channels, including Internet banking and Mobile banking, you will need to login using your details from your self service banking profile. If you do not have a self-service banking profile, go to the nearest branch to register. Note that as payments cannot be reversed, neither Stanbic Bank Tanzania Limited nor your service provider will be held responsible should the cellphone number you entered not be the one you wish to recharge.

Verification

You may not create a password using somebody else's bank details. Before we allow you access to electronic banking we may require information from you so that we can verify that you are who you say you are. We will require your prior consent (express or implied), to perform credit or other checks on you before we process an instruction.

7 Fees

For the use of electronic banking you will be charged the following fees:

- For Internet banking we may charge you a monthly subscription fee.
- We may charge a **transaction fee** based on the type of transactions you perform. Details of our standard subscription and transaction fees are available on our website and at branches.
- For mobile banking we may charge you subscription fees as well as transaction fees.

If you fail to pay our fees or if you have insufficient funds in the accounts which you have selected for this purpose, we reserve the right to refuse you access to the relevant electronic banking service and to debit all outstanding fees to any other account you have with the bank.

8 We will act on instructions that appear to have been sent by you

Use of a communication system means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorise us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you).

9 Sending and processing instructions

Your instructions to us will be subject to the same turn-around times and processes that apply to your customer profile, the type of account you have

and type of transaction involved. More information on the turn-around times for processing of instructions is available on our website.

An instruction, including purchases of prepaid products, cannot be terminated or revoked once sent to us. You will not hold us liable if you execute the same instruction more than once and neither instruction will be reversible.

10 Confirmation of receipt of your instructions

An instruction is deemed to be received by us only once we have confirmed we have received it. If we fail to confirm receipt of your instruction, **do not re-send** the same instruction before checking your statements and contacting our Customer Contact Centre (+255-22) 22-2666430. This is because the initial instruction may still be processed and re-sending the instruction may lead

to a double transaction for which we will not be held liable.

11 Access code protection and irregularities

An "access code" refers to your password and user name. You must protect and keep your access codes confidential at all times. It is not safe to store them on your computer or on a network. We rely on you to report any compromise of your access codes to us without delay. You may do this by contacting our Customer Contact Centre or your branch. We may ask you to verify your identity to prevent someone else from impersonating you.

Once you notify us to disable an access code we are entitled to:

- reject all instructions received after such notification;
 - suspend the processing of all instructions not yet executed;
 - reverse (if possible) all executed transactions with effect from such date and time as we may reasonably determine the unauthorised use to have commenced;
 - deactivate the access code without further notice.
- e There will never be a reason for any person including a member of our staff or Customer Contact Centre to know or ask for your access code. Do not disclose an access code to these persons, regardless of whether you called them or they called you. You must immediately notify us if you discover an error or irregularity. You can report any errors to our Customer Contact Centre or at any branch.

12 One Time Password

A unique and time-sensitive password used as added security on Internet banking. The password does not replace the password you use to log on to Internet banking but provides a second layer of security. The password will be sent to you by SMS and is valid for one Internet banking session only. The one time password (OTP) is used for the following;

- Adding beneficiaries
- Amending beneficiaries
- Changing your password
- Changing your cell phone number.

13 Ending a session

You must ensure that you log-off from the Internet banking service.

14 Your authority

You permit us to regard all activities you conduct or instructions sent after you enter your access code as being authorised by you and intended to have legal force and effect.

15 Sufficient notice

You permit us to issue notices required in terms of this agreement, legislation or regulation by making such notification available via our communication systems or sending such notification by email, SMS or similar future technologies. Any notices so issued by us, will as far as they contain contractual terms relating to electronic banking, also form part of this agreement.

16 No offer, recommendation or solicitation

Unless clearly stated, all material on the communication system merely constitutes an invitation to do business with us. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment, or to enter into any transaction.

17 Nature of information on the communication system

Information on the communication system is intended to provide you with only general information about the bank, its products, services and objectives. From time to time we may provide information on:

- projected revenues, income, earnings per share, capital expenditures, dividends, capital structure or other financial items;
- our plans, objectives and projections for future operations and services; and
- future economic performance.

These will be only estimates so actual events or results may differ. All information is provided "as is" and should not be treated as professional or investment advice of any kind. You should consult your own professional advisers before relying on any information on the communication system.

18 Information feeds

We may use the services of other organisations to provide information on the communication system. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from you relying on it. All quotes, news, market information such as share prices or data shown on the communication system by way of live information feeds are delayed by at least 30 minutes unless otherwise stated. You should always select the "refresh" or similar page or screen update function on your Internet browser or handset to ensure that the information you are viewing is the most current.

19 Links to third parties' communication systems

The communication system may contain links to other communication systems that carry information and material produced by other parties. While we try to provide links only to reputable communication systems, we cannot accept responsibility or liability for the information provided on other communication systems. A link from our communication system to any other

communication system does not mean that we have scrutinised or endorsed the owners or administrators of such communication systems or their business or security practices and operations.

20 Our intellectual property

We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the communication system. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:

- a the material is used for considering or using electronic banking and for no other commercial purposes; and
- b any reproduction of any portion of our proprietary material must include our entire copyright notice.
- c The logos and trade marks shown on our communication system are our registered and unregistered trade marks or those of third parties. Nothing contained on our communication system should be construed as granting any licence or right to use any trade mark or other intellectual property without our prior written permission or that of the relevant third parties. Your application to use any content from our communication system must be submitted in writing to taninterbankcare@stanbic.com. On receipt we will try to respond and enter into further discussions with you. Consider your request as declined if you don't get a written response from us within five business days. Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on the communication system, whether it constitutes confidential information or not, and that you shall have no right, title or interest in any such material.

21 Software

You must use and maintain only hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the communication system not to operate properly or not at all.

Software, if any, made available for download on or via the communication system is governed by licence conditions that establish a legal relationship with the licensor. You indemnify us against any breach of these licence conditions. We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software.

No warranty, whether express or implied is given that any files, downloads or applications available via this communication system are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

22 Transmission of information and security tips

Information transmitted via an unsecured link over a communication system is susceptible to potential unlawful access, distortion or monitoring. You must comply with the security tips which are published on our website from time to time. As we do not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof. To limit these risks, we may request independent verification of any information transmitted by you via our communication system from time to time.

23 Indemnity

You indemnify us for all losses and costs we may incur on your behalf due to:

- a non-payment;
- b any instruction exceeding the amount available in your bank account; or
- c unauthorised instructions executed which were not due to our negligence.

24 Unavailability of electronic banking

We will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate electronic banking without any prior notification or giving any reasons for such termination or suspension.

You acknowledge and accept that electronic banking may be unavailable from time to time for any reason, including: technical failure or problems with the communication system itself or our communication system underlying banking systems (the bank system); technical failure or problems with a communication system directly or indirectly underlying electronic banking that is owned or controlled by other persons (third party system); unavailability of telecommunication or electricity services; or other circumstances beyond our control.

You undertake, in the event of unavailability of electronic banking, to limit your potential losses by using any other means of communication with us for the duration of the unavailability of electronic banking.

25 Warranties and representations

We do not warrant that the communication system or electronic banking will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

26 Disclaimer and limitation of liability

For purposes of this clause "we" or "us" or "our" includes the bank as well as its affiliates, shareholders, employees, consultants and agents. Although we have taken care to ensure that the content provided on the communication system is accurate and that you suffer no loss or damage as a result of you using it, the communication system and electronic banking are provided "as is".

We are not liable for any damages whatsoever relating to your use of the communication system or electronic banking. This includes the information contained on the communication system or your inability to use the communication system or electronic banking, including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. Without derogating from the generality of the foregoing, we are not liable for:

- a any damages which you suffer as a result of a compromise of your access codes;
- b any interruption, malfunction, downtime or other failure of the communication

system or electronic banking, our banking system, third party system, data-bases or any component part thereof for whatever reason;

- c any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on the communication system;
- d any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our bank system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third party systems; programming defects; negligence on our part.
- e any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;
- f any event over which we have no direct control.

27 Breach

We may terminate your access to electronic banking if you breach a material term of this agreement and fail to remedy it within five days of you being notified of it. We may do this without detracting from our right to take any other steps available to us at law or under this agreement, including the right to obtain an interdict.

28 How disputes will be resolved

All disputes arising as a result of your use of electronic banking, the interpretation of this agreement or any matter which in terms of this agreement requires agreement by the parties (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction) will be decided by arbitration.

The arbitration will be held in Dar Es Salaam and in accordance with the Arbitration Act, Chapter 15 of the revised laws of Tanzania, 2002.

Notwithstanding the above, either party may refer any dispute arising out of this agreement to a Tanzanian court of competent jurisdiction for resolution.

29 Capacity to enter into agreements

You warrant to us that you have the required legal capacity to enter into and be bound by this agreement. Anyone below the age of 18 must be assisted by their legal guardian when reading this agreement. If you are below 18 years of age you have to speak to your legal guardian or parents.

30 Certificate

To prevent unnecessary disputes, you agree that unless you can prove otherwise, a certificate signed by a manager whose appointment/capacity need not be proved or his representative is sufficient proof of the date of publication, withdrawal, transmission and content of:

- a the current version and all previous versions of this agreement;
- b notices and disclaimers posted on the communication system; and
- c notification sent under this agreement.

31 Our address for notices and service of legal process

For the purpose of service of any legal process we choose the following registered address:

Stanbic Centre, Plot 99A Kinondoni Road/Ali Hassan Mwinyi Road, P.O Box 72647, Dar Es Salaam, Tanzania

32 Law governing our relationship

This agreement will be governed and construed in accordance with the Laws of the United Republic of Tanzania without reference to any conflict of law provisions.

33 General provisions

The headings of the clauses in this agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this agreement.

Where any dates or times need to be calculated in terms of this agreement, the international standard time (GMT) plus two hours is used. Whenever disputes result from the peculiarities of the communication system, we both authorise a court or arbitrator, as the case may be, to interpret this agreement in such a manner as to facilitate normal banking without placing undue emphasis on technical issues.

No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or is implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.

If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable to any extent; such term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by law.

If you have any questions about this agreement or do not understand anything in this agreement please call our Customer Contact Centre.

Initials _____ Surname _____

ID/Passport number _____

Signed at _____

on date (YYYY-MM-DD) _____

Signature of Accountholder _____