

**1 Agreement and acceptance**

This agreement becomes effective between you and Stanbic Bank Tanzania ("the bank", "we" or "us") at the time of registering for electronic banking or at of this agreement "electronic banking" includes Internet banking, mobile banking and prepaid products bought or used 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) will apply to all transactions you carry out or instruct us to carry out through bank accounts linked to the card or account number provisions of this agreement and the bank card terms or any other terms, the provisions of this agreement will apply. Where the bank card terms or other terms require amendments or additions to them to be in writing and/or signed, your acceptance of this agreement will 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, simcard, tablet 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 service (SMS), unstructured supplementary service data (USSD), 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 the online Electronic Channel Agreement to information elsewhere on the communication system. These links are indicated by blue underlined text and your mouse 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](http://www.stanbicbank.co.tz) to access the linked information or call our Customer Care Centre on Toll Free No: **0800 751021** Email: [biasharadirect@stanbic.com](mailto:biasharadirect@stanbic.com)

**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.

**6 Requirements and registration**

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

**Internet and USSD banking**

You must first register at your nearest branch by filling in a registration form. You will receive a One Time Password (OTP) via your mobile number registered by the bank that you have to change once you have logged on to must then create your own password.

**WAP Banking**

You must log in on internet banking and use the same credentials access WAP banking.

**7 The Service**

7.1 it is your sole responsibility to familiarize yourself with the operating procedures for the Service as will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred as a result of your errors either of commission and/or omission.

7.2 you agree and undertake to be bound by and to comply with all of the Procedures as may be issued by the Bank from time to time. The Bank shall not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures and the Bank may reject such noncompliant Instructions.

7.3 the provision and the quality of the Service is subject to the availability of the connectivity used to access electronic banking.

The Bank will not be held liable for non-delivery or delay in delivery or wrongful delivery of the Service as a result of the failure of the connectivity.

7.4 We shall not be liable for any error which results in the provision of inaccurate information.

7.5 The Bank will ensure as far as possible that any information supplied to you through the Service is accurate. We shall not be liable for any error which results in the provision of inaccurate.

7.6 you agree to bear all risks and consequences of the inability to send and/or comply with any instructions sent using the Service due to errors in transmission of your instructions.

7.7 you undertake to keep your device safely. You must not leave your device unattended or permit any person access to your device in such a manner that he may use it and/or the electronic Banking Service, whether with or without your consent.

7.8 you must notify the bank immediately of theft or loss of your mobile phone/ SIM Card, any unauthorized access to the Service or upon your discontinuation of the telephony service with Your mobile service provider, through our Customer Contact Centre. The Bank shall not be held liable for any losses resulting from the loss of the SIM card and/or cell phone howsoever caused. The bank shall not be held liable if the PIN number is disclosed to a third party, misplaced or lost in any manner or form.

7.9 The Bank reserves the right to enhance the Services at any time without notice to you. It is your responsibility to keep updated with these enhancements. The Bank will make all reasonable efforts to notify you of any changes or updates.

7.10 you must notify the Bank of any changes in your account number, mobile telephone number, address and any other information that may affect your ability to access the Service. The bank will not be held liable for sending information to your mobile telephone number as contained in our records at any given time.

**Verification**

You may not create a password using somebody elses bank details. Before we allow you access to electronic banking we may need information from you so that we can other checks on you before we process an instruction.

**8 Fees**

The Bank reserves the right to charge a fee for the provision of the Service and for time. You will be liable to pay the Bank for any fees levied for the use of the Service, unless the Bank in its sole discretion has waived such fees. By accepting these terms and conditions, you provide the Bank with the authority to debit these fees from your account on a real time basis when transactions are done. These charges will be fees chargeable for this Service from time to time subject to the issuance of notice as may be required by law. The Bank reserves the right to terminate this Agreement in the event that you fail to pay any fees levied for the provision of the Service.

**9 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 carry out 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).

**10 Sending and processing instructions**

Your instructions to us will be subject to the same turnaround times and processes transaction. An instruction, including purchases of prepaid products, cannot be terminated or revoked after you have sent them to us. You will not hold us liable if you send the same instruction more than once and neither instruction will be reversible. the same instruction before checking your statements or calling our Customer Care the instruction may lead to a double transaction for which we will not be held liable.

**11 Confirmation of receipt of your instructions**

An instruction is deemed to have been received by us only once we have confirmed we have received it. If we do not confirm receipt of your instruction, do not resend the same instruction before checking your statements or calling our Customer Care Centre. This is because the first instruction may still be processed and resending the instruction may lead to a double transaction for which we will not be held liable.

12	<b>Access code protection and irregularities</b> An “access code” refers to your password and user name. You must protect and 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 calling our Customer Care Centre or your branch. We may ask you to verify your identity to prevent someone else from impersonating you.		
13	<b>Once you ask us to disable an access code we have the right to:</b> a) Suspend the processing of all instructions not yet executed; b) reverse (if possible) all executed transactions from such date and time as we may reasonably determine the unauthorised use to have commenced; and c) De-activate the access code without further notice. d) There will never be a reason for any person, including a member of our staff or Customer Care Centre, to know or ask for your access code. Do not give your access code to these persons, regardless of whether you called them or they called you. You must let us know immediately if you discover an error or irregularity. You can report any errors to our Customer Care Centre or at any branch.	22	<b>Our intellectual property</b> 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 trademarks shown on our communication system are our registered and unregistered trademarks or those third parties. Nothing contained on our communication system should be seen as granting any licence or right to use any trademark 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: <b>biasharadirect@stanbic.com</b> <b>TanzaniaCCC@stanbic.com</b> d) 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 owner of all material on the communication system, whether it constitutes confidential information or not and that you will have no right, title or interest in any such material.
14	<b>One-time password</b> This is a unique and time-sensitive password used as added security on electronic banking. The password does not replace the password you use to log on to electronic 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. A one-time password (OTP) is used for the following; a) First time log in b) Adding beneficiaries c) Amending beneficiaries d) Performing payments (Value Added Services/Once off)		
15	<b>Ending a session</b> You must ensure that you log-off from the electronic banking service.		
16	<b>Your authority</b> 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.		
17	<b>Sufficient notice</b> You permit us to issue notices required in terms of this agreement, legislation or so issued by us, will as far as they contain contractual terms relating to electronic banking, also form part of this agreement.		
18	<b>No offer, recommendation or solicitation</b> Unless clearly stated, all material on the communication system is merely an invitation to do business with us. It is not an offer or solicitation to buy or sell, or dispose in any way of any investment, or to enter into any transaction.	23	<b>Software performance capability</b> 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 applications available via this communication system are free of viruses, trojans, bombs, time-locks or any other data or code that has the ability to corrupt or affect the operation of your computer, database, network or other information system.
19	<b>Nature of information on the communication system</b> 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: a) Projected revenues, income, earnings per share, capital expenditures, b) Our plans, objectives and projections for future operations and services; and c) Future economic performance. These will be 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.	24	<b>Transmission of information and security tips</b> Information sent through 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 any information sent by you via our communication system from time to time.
20	<b>Information feeds</b> 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 and 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.	25	<b>Indemnity</b> You indemnify us for all losses and costs we may incur on your behalf due to: a) Non-payment; b) Any instruction or transaction exceeding the amount available in your bank account; or c) Unauthorised instructions executed that were not due to our negligence.
21	<b>Links to third parties communication systems</b> The communication system may contain links to other communication systems that carry information and material produced by other parties.	26	<b>Unavailability of electronic banking</b> 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 undertake, in the event of unavailability of electronic banking to use any other means of communication with us for the duration of unavailability of electronic banking.
		27	<b>Warranties and representations</b> 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, and accuracy.
		28	<b>Disclaimer and limitation of liability</b> For purposes of this clause “we” or “us” or “our” We are not liable for any damages relating to your use of the communication system

or electronic banking unless those damages are as a result of the proven negligence or fraud by the Bank's employees. This includes the bank as well as 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 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, law, delict (transgression) or otherwise and regardless of whether we were expressly informed of the possibility of such loss or damage. Without derogating from the generality of the above, we are not liable for:

- a) Any damages 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, databases or any component part thereof for whatever reason;
- c) Any loss or damage which arises from your orders, investment decisions, or currencies, from third parties based on 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 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; and
- f) Any event over which we have no direct control.

## 29 Breach

We may terminate your access to electronic banking if you breach a material 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.

## 30 How disputes will be resolved

All disputes arising from your use of electronic banking, the interpretation of this agreement or any other matter which in terms of this agreement requires agreement by the parties (other than recovery of money owed to the bank or where urgent relief may be obtained from a court of competent jurisdiction) will be decided first through an amicable negotiation. If negotiation fails then the matter shall be resolved by arbitration as governed by the applicable laws of Tanzania as amended from time to time.

## 31 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 under the age of 18 must be assisted by their legal guardian when reading this agreement. If you are under 18 years of age you have to speak to your legal guardian or parents. If you are unsure whether you have the legal capacity to enter into agreements, you have to contact someone who is able to provide you with this information before you continue using electronic banking. Our Customer Care Centre will be able to help you with this.

## 32 Notifications

To prevent unnecessary disputes, you agree that unless you can prove otherwise, a notice signed by a manager whose appointment/capacity need not 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.
- d) either party must notify the other within a reasonable time should there be any matter beyond their control in relation to electronic channel services.

## 33 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 Bank Tanzania  
PO Box 72647  
Plot 99A, Kinondoni/Ali Hassan Mwinyi Road.  
Dar es Salaam  
Tanzania

## 34 Laws governing our relationship

This agreement will be governed and interpreted in accordance with the laws of Tanzania without reference to any conflict of law provisions.

## 35 General provisions

The headings of the clauses in this agreement are provided for Convenience and ease of reference only and should 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) 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 seen 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 allowed by law. If you have any questions about this agreement or do not understand anything in this agreement, please call our Customer Care Centre.

I have read, understood and accept these Terms and Conditions.

## FOR THE PRINCIPAL

Signature:.....

Full Name:.....

Designation:.....

Identification number:.....

Warrants that he/she is duly authorised

## FOR THE BANK

Signature:.....

Full Name:.....

Designation:.....

Identification number:.....

Warrants that he/she is duly authorised

Signature:.....

Full Name:.....

Designation:.....

Identification number:.....

Warrants that he/she is duly authorised

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