

STANBIC BANK TANZANIA LIMITED TERMS AND CONDITIONS FOR DEBIT CARD (TERMS)

VERSION: 052019

You confirm that you have had an opportunity to read and understand the Terms contained in this document. **Important clauses or clauses that may limit our responsibility or involve some risk for you will be in bold.** Please contact us as soon as possible if you need us to clarify any terms referred to in the Agreement or related to the use of your Card. You may email us at tanzaniaccc@stanbic.co.tz or you may call our Customer Contact Centre **0800751111** and International contact number **+255 783 780 077**.

1 Definitions

Accountholder, you or your means the person described in the Application Form, also known as the Cardholder.

Additional Cardholder means the person to whom an additional Card, which is linked to the Card Account, is issued at your request.

Applicable Laws means laws, ordinances, regulations, judgments, and orders of any competent court, central bank or governmental agency or authority having the force of law in the United Republic of Tanzania or any relevant jurisdiction.

Application Form means the application form for a Card Account as completed and authorised by you, where you accept liability for the Cards issued under the Card Account.

ATM means an Automated Teller Machine.

Bank, we, us, our, or Stanbic Bank means Stanbic Bank Tanzania Limited (registration number 22443) a company duly incorporated with limited liability according to the laws of Tanzania and/or its successors in title or assigns.

Business Day means any day other than Saturdays and Sundays or any official public holiday in the United Republic of Tanzania.

Card means the relevant debit card, including, unless the context indicates otherwise, any additional Cards that we issue at your request, that are all linked to the Card Account.

Card Account means the Debit card account opened in our books in your name in respect of this Agreement.

Cardholder means the person to whom a Card has been issued. In this Agreement, reference to **Cardholder** may include reference to the Additional Cardholder/s, as the context may indicate.

Electronic Device means any electronic device through which a Transaction is concluded and includes (without limitation) a telephone, an ATM, a mobile application, a website or a point-of-sale device.

Effective Date means the date of execution of this Agreement by a Party signing last.

Group means Standard Bank Group Limited, its subsidiaries and their subsidiaries.

MasterCard means MasterCard Worldwide, a card association and any of its related companies.

Material means anything that is material in the Bank's reasonable opinion.

Merchant means a supplier of goods and services.

Parties means you and us and **Party** means either of us as the context may indicate.

Personal Information means information about an identifiable, natural person and, where applicable, a

juristic person, including information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, email, postal or physical address, telephone number; location; any online identifier; any other particular assignment to the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

PIN means a personal identification number used for operating your Card.

Processing means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification or use; **Process** and **Processed** will have a similar meaning.

Prohibited Activities means illegal or terrorist activities, money laundering or any activities which are subject to Sanctions or are not in compliance with Applicable Laws.

Sanctioning Body means the sanctions (coercive measures or restrictions) imposed from time to time by any one or all of the following regimes (each a "Sanctioning Body/Sanctions (i) The Office of Foreign Assets Control of the Department of Treasury of the United States of America; (ii) The United Nations Security Council; (iii) The European Union; (iv) Her Majesty's Treasury; (v) The French Ministry of Economy, Finance and Industry; (vi) The Ministry of Home Affairs of the United Republic of Tanzania; and/or (vi) Any other sanctioning body referred to by the Bank

Sanctioned Entity means

- (a) any natural or juristic person or country;
- (b) in the case of a juristic person, any person who (i) owns or controls it; or (ii) it owns or controls (and for these purposes, owns means holding any percentage of ownership or beneficial interest and controls means the ability, directly or indirectly and whether through the voting of shares, the appointment of directors or similar officers or through any other means, to control the business or policy of the juristic person);
- (c) in the case of any country, its ministries, departments, agencies or any other governmental organisations, listed listed on any Sanctions List or who is subject to any Sanctions.

Sanctions List means any list of Sanctioned Entities published by a Sanctioning Body, as updated from time to time.

Sanctions means any restrictions set by a Sanctioning Body, including but not limited to diplomatic, travel, trade or financial sanctions or embargoes.

Secure Code means a secure service that provides online authentication when a Cardholder purchases goods or services from various Merchants websites. It is a private code similar to a PIN that provides you with protection against unauthorized use of your Card when you shop at various merchants websites.

Service Fee means the fee levied by us in connection with the routine administration costs of maintaining the Card Account .

Transaction means any transaction debited against your Card Account and includes any transaction concluded with a Card, Card number and/or PIN to pay for any goods or services, to withdraw cash or to transact using an Electronic Device.

Transaction Fees means the fees we may charge for the transactional costs of administering the Card Account, separate from the Service Fees.

VISA means Visa International Service Association Incorporated, a card association and any of its related companies.

2 Interpretation

2.1 Words defined will (for consistency) begin with a capital letter.

2.2 Where any number of days are referred to in this Agreement, it will include only Business Days and it will exclude the first day and include the last day.

2.3 If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.

2.4 The singular includes the plural and vice versa and any gender includes the other genders.

2.5 All headings are for convenience only and they are not to be taken into account for the purposes of interpreting this Agreement.

2.6 Effect will be given to any provision of this Agreement regardless of whether it is set out in the definitions section or elsewhere in this Agreement.

2.7 All legislation mentioned in this Agreement includes legislation, subordinate legislation and regulations promulgated under such legislation as at the Effective Date and as amended from time to time.

3 Validity of the Card

3.1 Only the Cardholder may use the Card. The Card may not be transferred to any other person nor may the Cardholder authorise any other person to use it.

3.2 Each Card has an expiry date and is valid until the last day of the date and month shown.

4 Using your Card

4.1 The Cardholder may use the Card to pay for goods and services at Merchants that accept the Card. Once the Card has been used for a Transaction through an Electronic Device, you or the Additional Cardholder will not be able to withdraw this authority or instruct us to stop any payment that we are to make to a Merchant for any Transaction or reverse a payment which has already been made by us.

4.2 When paying, the Cardholder must sign a Transaction slip if the Merchant requires this. The Cardholder will

not have to sign a Transaction slip when doing remote Transactions, such as ordering through the internet.

4.3 Each Card linked to the Card Account will be allocated a separate PIN. A PIN will allow the Cardholder, among other things, to conclude "chip and PIN" point-of-sale transactions and to use self-service banking facilities to effect Transactions such as drawing cash, depositing and transferring money.

4.4 **If you use your Card for online purposes, please make sure that you take all reasonable steps to protect your online security and privacy.** It is the responsibility of the Cardholder to alert us immediately of suspicious or unauthorised Transactions on their Card.

4.5 **We may charge you a separate Transaction Fee for certain Transactions. The full list of our fees is available at our branches or on our website at www.stanbicbank.co.tz**

4.6 **The liability to pay us is effective when the Card, Card number and/or PIN is used for a Transaction.**

4.7 A Cardholder must comply with our authentication procedures to access or use their Card. You must ensure that a Cardholder does not share details of these authentication procedures and codes or any other information that will reveal their identity or Card details with anyone. For example, a Cardholder must not tell anyone their identity number or what the question is for identifying them as the Cardholder.

4.8 **If a Cardholder or any other person uses the PIN allocated to a Card, we will treat these Transactions as authorised by you. You will be liable for all such Transactions on that Card.**

4.9 It is the Cardholder's responsibility to familiarise themselves and fully comply with the applicable exchange control rulings and regulations. We are obliged to report all Transactions that occur outside the United Republic of Tanzania to the Bank of Tanzania.

4.10 **You must make sure that the Card is used only for lawful Transactions.**

4.11 We will not be liable to you or the Cardholder, if any Merchant or Electronic Device does not accept a Card or if we refuse to authorise any Transaction due to (among others) security concerns, insufficient funds, system downtime, regulatory restrictions, suspected fraud, or any other lawful reason. Where reasonably possible and to the extent permitted by law, we will inform you of the reason for refusal.

4.12 A Cardholder may dispute a non-PIN Transaction, but then you must prove that it was not authorised at all. If a Cardholder wants to dispute a Transaction they must contact call our Customer Contact Centre on 0800 751111 within ninety days of the date of the Transaction. We will investigate the dispute after we have received the appropriate documentation confirming that the Cardholder did not authorise the Transaction. You will have no claim if you do not advise us within that period.

5 Secure Code transactions

5.1 Secure Code is a service which provides you with additional security when you shop on the internet using your Card on Merchant websites which subscribe to the services of Secure Code. However, it does not guarantee websites (or the goods and services offered on those websites).

- 5.2 You do not need to register for the Secure Code service; the Bank has automatically enrolled your Card in the service.
- 5.3 The Bank provides this service to you, but we may use third party service providers to operate the service or part of it on our behalf. By using the Secure Code service, you authorize the Bank to share certain information about you and your Card with third parties.
- 5.4 The Bank shall not be liable for any failures of the Secure Code service caused by any events that we cannot reasonably control. Such failures may include non-receipt of the one-time password requested by yourself, where applicable, or non-functioning of the one-time password due to any reason, among others. You are solely responsible for maintaining the confidentiality of your one-time password and ensuring that your contact details are regularly updated on our systems to be able to use the service when required.
- 5.5 You also acknowledge and agree that you are fully responsible for all transactions or other activities that occur or are undertaken with your Card using the Secure Code service.
- 5.6 The Cardholder will be informed of the availability of the secure code service during the transaction. Where applicable, a Secure Code will be sent to the Cardholder and will be valid for a limited period which will be stated at the time the code is issued.
- 6 Contactless (“tap”) transactions**
- 6.1 Contactless technology allows you to make fast, easy and secure payments for low value purchases by simply tapping (touch or wave) your Card on a contactless enabled point-of-sale terminal without requiring a PIN or other authentication on your part as the Cardholder. For high value purchases you will be required to insert your PIN as usual.
- 6.2 You will only be able to make contactless payments at Merchants where you see the MasterCard or VISA contactless acceptance logo.
- 6.3 When you “tap” your contactless enabled Card, you are giving authorisation to the Bank to debit your Card or account balance with the amount you need for a purchase plus the corresponding fee.
- 7 Unauthorised use of your Card and PIN**
- 7.1 The Cardholder must notify us immediately on realising that the Card is lost or has been stolen, or that the PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being requested to do so. To report a lost or stolen Card or a compromised PIN, please call our Customer Contact Centre 0800 751111 and International contact number **+255 783 780 077** or email us at tanzaniacccc@stanbic.com.
- 7.2 **If the loss or theft of the Card or the compromise of the PIN is not reported immediately, you will be responsible for all Transactions made with the Card before we stopped it. You will be liable for any Transaction where the Cardholder’s signature appears on the Card Transaction slip or a similar record proving use of the Card, or if we have evidence to establish that the Cardholder authorised or was responsible for the use of the Card. Furthermore, for enhanced security, Cardholders using our digital channels (Internet Banking and**

Mobile App) have the immediate ability to temporarily suspend or permanently block their card directly through the digital channel platform.

8 Warranties, undertakings and indemnities

- 8.1 You warrant and represent to us on the Effective Date and for the duration of this Agreement that since your application to the Bank for a Card:
- 8.1.1 you have had the full capacity to effect and carry out your obligations in terms of this Agreement;
- 8.1.2 the terms of this Agreement have not conflicted with or constituted a breach of the terms of any other agreement or undertaking or act that is binding on you;
- 8.1.3 you will, at all times, comply with the Applicable Laws, including any laws relating to anti-money laundering and combating the financing of terrorism and all environmental laws and responsibilities;
- 8.1.4 where applicable, you have complied and will comply with all exchange control regulations and rulings applicable to this Agreement from time to time.
- 8.2 **To the extent permitted by law, you indemnify (hold harmless) us against any losses, damages, fines and/or penalties suffered by us as a result of:**
- 8.2.1 **our reliance on any warranty, representation or information given by you in relation to this Agreement; and/or**
- 8.2.2 **the breach of any warranty made by you under this Agreement.**

9 Costs, Fees and Charges

- 9.1 We may charge and recover fees, including any of the following fees, if they apply in respect of this Agreement.
- 9.1.1 a Service Fee;
- 9.1.2 Transaction Fees; and
- 9.2 All costs, fees and charges in respect of this Agreement will be debited to the Card Account.

10 Termination of this Agreement

- 10.1 You may terminate this Agreement at any time on advance notice to us.
- 10.2 You will remain liable for:
- 10.2.1 any outstanding balances and purchases upon termination. **There are circumstances where Transactions can still be processed even after the Card Account is closed. This includes recurring debit orders and subscription payments against the Card Account which have not yet been cancelled by you and/or the Additional Cardholders. It also includes any Card Transactions that are processed offline after the Card Account has been closed. You will be liable and be held responsible for all such Transactions, even after the Card Account is closed;**
- 10.2.2 any obligations arising from the Agreement if you fail to let us know that your Card Account must be closed.
- 10.3 **As soon as the Card Account is closed, you must ensure that any Additional Cardholder that has been given the Card details is advised that they may no longer use it. You must further ensure that all the Card/s are immediately destroyed by cutting through the**

- magnetic stripe, the chip and account number and by scratching out the numbers that appear on the signature panel of the Card. **A Card that is not destroyed correctly may still be used. Should this happen you will be responsible for these Transactions.**
- 10.4 The Card will always remain our property, and without losing any right to any claim which we may have against you if:
- 10.4.1.1 you generally do or omit to do anything which may cause us to suffer any loss or damage;
- 10.4.1.2 you become or are likely to become Sanctioned or if we know or suspect that your Card Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with Applicable Laws or if you are involved in any illegal or terrorist activities;
- 10.5 **If we close restrict activity on or suspend access to your Card Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages resulting from such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.**
- 11 **Disclaimers**
- 11.1 **The Bank will not be liable for any failure to perform our obligations herein caused by reasons beyond our control or resulting directly or indirectly from the action or inaction of the government, any government authority, riot, strike, boycott, blockade, act of God, revolution, civil strike, change in legislation or extreme change in market conditions. Where applicable the Bank will notify the you in advance through various methods, this includes but is not limited to Short Messaging Service (SMS), email, letters, notices on ATM's, inside our branches, and any other means that we may deem necessary from time to time.**
- 11.2 **You acknowledge that (i) Electronic Devices are not within our control; and (ii) our services may become unavailable due to interruptions in and maintenance to our electronic communications network, or due to power outages, telecommunications or other circumstances that are not within our control. Where it is possible for us, we will try to give you notice if scheduled maintenance will interrupt or delay the services provided to you.**
- 11.3 **Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from the use or failure of any Electronic Device, or from the failure of our supporting or shared networks, where applicable, or from circumstances beyond our reasonable control. We do not guarantee the security of any SMS (Short Messaging Service) or other communication we may send to you with regard to your Card Account.**
- 11.4 **The Parties will not be liable to each other for any indirect or consequential losses or damage. In particular, we will not be responsible if you suffer any losses or damages if we approve or decline a Transaction based on the fraud and other velocity parameters that we have in place for you.**

12 **Addresses for notices**

- 12.1 You choose, as the address for the serving of legal notices in terms of this Agreement (**notice address**), your address as set out in the Application Form.
- 12.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to the notice address, email address or postal address you supplied in your application , or any address supplied in terms of clause 12.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.
- 12.3 You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10th Business Day after receipt of the notice.
- 12.4 Any notice will be deemed to have been received on the fifth Business Day after being posted if it was sent by prepaid registered post, on the seventh Business Day after being posted if it was sent by ordinary mail, on the day of delivery if it was delivered by hand, or on the first Business Day after the date on which it was sent if it was sent by telefax or email.
- 12.5 Despite anything to the contrary set out in this clause 12, a written notice or communication actually received by you will be an adequate written notice or communication to you even if it was not sent or delivered to your notice address, postal address, telefax number or email address. You hereby agree that where the post office does not do street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.
- 12.6 You should send any legal notice to us at our chosen address (**our notice address**):
Stanbic Bank Tanzania Limited,
Stanbic Centre,
Corner of Ali Hasan Mwinyi/Kinondoni Road,
P.O.Box 72647, Dar es Salaam
For the attention of the Head, Legal.

13 **Assignment by the Bank**

- 13.1 **To the extent permitted by law, you agree that we may, without further notice to you, assign and transfer all or part of our rights and/or delegate all or part of our obligations under this Agreement, either absolutely or as collateral to any person, even though that assignment and/or delegation may result in a splitting of claims against you.**
- 13.2 **You agree that you may not assign or transfer all or part of your rights or delegate all or part of your obligations under this Agreement unless you have obtained our prior written consent.**

14 **General**

- 14.1 Where applicable, we will send you regular updates on the status of your Card by SMS to the cellphone number provided on the Application Form or as subsequently notified to us in writing.
- 14.2 We will advise you of any value-added benefits (**Benefits**) that you may receive or qualify for from time to time as a Cardholder. These Benefits will usually apply when the Card is issued and will be subject to their own terms and conditions with which you must

comply. We do not guarantee that Benefits will always be available or that they will apply to you. If you would like more information about the Benefits, please contact your banker or visit your nearest branch.

- 14.3 This Agreement constitutes the entire agreement between the Parties. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable, this will not affect the remaining clauses in this Agreement, which will continue with full force and effect.
- 14.4 **Except as provided specifically in this Agreement, any Material changes to this Agreement will be notified to you from time to time, via SMS, email or through our website by providing you with thirty (30) days' prior notice. Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement. You will not be entitled to amend this Agreement without our written consent.**
- 14.5 **You agree that we will not be obliged to obtain your written consent to such changes but if you disagree with our changes, you have the right to terminate the Agreement. You agree that if you decide not to terminate the Agreement before the changes become effective, they will be binding on you. A Cardholder's continued use of the Card and/or the Card Account will be seen as your acceptance of any change to the Agreement.**
- 14.6 To the extent that you use the Card to transact through any of our other channels, for example internet banking, the rules of that channel apply in addition to these Terms.
- 14.7 This Agreement will be governed by and interpreted in accordance with the laws of the United Republic of Tanzania. You agree that we may sue you in a competent court to recover any amounts due from you as at the date on which we instituted the proceedings, which amounts shall include interest, charges, legal fees, costs and expenses.
- 14.8 We are obliged by law to regularly update your personal, such as your residential address, postal address and contact information (including email address and phone number). We may contact you from time to time in this regard.
- 14.9 No special consideration we give you may be a waiver of any of our rights under this Agreement or in any way affects any of our rights against you.
- 14.10 To the extent that this Agreement or any part thereof is governed by or subject to Applicable Laws, no provision thereof is intended to contravene the Applicable Laws. All provisions of the Agreement will be deemed to be adequate to the extent required to ensure compliance with Applicable Laws, and this Agreement must be interpreted and applied accordingly.

15 Sanctions

- 15.1 You and the Additional Cardholder must not:
- 15.1.1 use the Card Account to finance any Sanctioned Entity;
- 15.1.2 make the proceeds of the Card Account available to any person who may use or intends to use the proceeds to finance a Sanctioned Entity's activities;
- 15.1.3 act in a way that benefits a Sanctioned Entity;
- 15.1.4 be involved in any Prohibited Activities; or

- 15.1.5 use any product or service provided by the Group for any Prohibited Activities.
- 15.2 You warrant (promise) that any Additional Cardholder is not:
- 15.2.1 a Sanctioned Entity; or
- 15.2.2 being investigated for any activities relating to Sanctions.
- 15.3 You must let us know immediately in writing if a Cardholder is being investigated for any activities relating to Sanctions.
- 15.4 You indemnify us against (you are responsible for) any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (**Losses**) which we may suffer because:
- 15.4.1 any funds are seized or withheld by any Sanctioning Body or any other third party (including by us); or
- 15.4.2 a Cardholder breaches this clause 15.
- 15.5 If we know or suspect that a Cardholder is in breach of this clause 13 or is about to become subject to Sanctions, we can immediately, in our sole discretion:
- 15.5.1 close, restrict activity or suspend access to the Card Account and any other product or service we provide you; and/or
- 15.5.2 cancel these Terms and/or any other relationship which we have with you.
- 15.6 We are not liable (responsible) to you for any Losses you suffer if we cancel these Terms or any other relationship which we have with you.

16 Data Protection

- 16.1 You give consent for us to collect your Personal Information from you and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes as well as the purposes set out below.
- 16.2 You confirm that, if you give us Personal Information about or on behalf of other persons (including account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, and specifically any cross-border transfer of Personal Information to and from the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 16.3 You give consent for us to Process your Personal Information:
- 16.3.1 for the purpose of providing products and services to you in terms of this Agreement and providing any other products and services that you may request.
- 16.3.2 for the purpose of carrying out statistical and other analyses so that we can identify potential markets and trends and evaluate and improve our business (this includes improving existing and developing new products and services).
- 16.3.3 in countries outside the United Republic of Tanzania where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies.
- 16.3.4 by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us

to agree to our privacy policies if they need access to any Personal Information to carry out their services.

16.3.5 Within the group.

16.4 You will find our Processing practices in our privacy statements. These statements are available on the Bank's websites or on request.

16.5 If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live or conduct business, you should get independent advice.

16.6 **Marketing**

16.6.1 You hereby consent to the Bank sharing your data and confidential information within the Group if

necessary, for purposes of marketing and rendering services to you.

16.6.2

We may use your Personal Information to tell you about products, services and special offers from us or other companies that may interest you. We will do this through email, text message (SMS), social media platforms or notify you on your mobile applications. If you later decide that you do not want us to do this, please contact us through our customer service channels to stop this service.

By signing below, you agree that this Agreement has been fully explained to you and that you understand your rights and obligations and the risks of the Card Account and agree that this Agreement is binding on you.

Signed at _____ on (YYYY-MM-DD) _____

Accountholder(s)

Full name

ID number

1 _____

1 _____

2 _____

2 _____

Signature(s) of Accountholders(s)

1 _____

1 _____

2 _____

2 _____

Witness(es)

Full name

ID number

1 _____

1 _____

2 _____

2 _____

Signature(s) of witness(es)

1 _____

1 _____

2 _____

2 _____