



1 Agreement and acceptance.

This agreement becomes effective between the Applicant ("you" or "your") and Stanbic Bank Tanzania Limited ("Bank" "we" or "us") at the time of registering for electronic banking or at the time you access electronic banking, whichever occurs first. For the purpose of this agreement "electronic banking" includes internet banking, mobile banking (mobile app and Unstructured Supplementary Service Data (USSD- *150*20#), 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 your bank account(s) linked to your card. 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 this agreement which can also be accessed through your 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 to access the linked information or call our Customer Care Centre on Toll Free No: **0800751111** and **Email: tanzaniacc@stanbic.co.tz**

5 Amendment

Changes in laws, changes in technology and service improvements will require that the terms and conditions be changed from time to time. As a result, we have the right to change the terms and conditions on notification to you. If we change the terms and conditions, the changed terms and conditions will be published on the electronic banking system or otherwise and shall supersede and replace all previous versions. It is at all times your responsibility to ensure that you are aware of and have proper regard to the latest terms and conditions

6 Requirements and Registration

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

6.1 Internet, Mobile App and USSD banking

You must first register at your nearest branch by filling in a registration form physically or online using self-account registration accessible via this link <https://funguaaccount.stanbicbank.co.tz> or you can self-register through the Bank's mobile short code. You will receive a temporary password that you must change once you have logged on to create your own password. For biometric login (fingerprint/face recognition), you can enable this feature via the Mobile App.

6.2 Mobile App/WAP Banking

You can use internet banking credentials to access Mobile App or WAP banking.

Verification

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

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 obligated to take any actions on any instructions which do not properly comply with the procedures and the Bank may reject such non-compliant 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 services 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 information.

- 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 s/he may use it and/or the electronic banking Service, whether with or without your consent.
- 7.8 You must notify the Bank immediately upon the 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 with 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.
- 7.11 You may opt out of the Service by contacting us through our customer service channels to stop this service.

7 Fees

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 if you fail to pay any fees levied for the provision of the Service. The Bank reserves the right to charge a fee for the provision of the Service and for time.

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 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).

9 Sending and processing instructions

Your instructions to use 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 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.

10 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 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 username. You must protect your computer or other electronic devices while using the Services. 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.

12 Once you ask us to disable an access code, we have the right to:

- a. Reject all instructions received after such notification.
- b. Suspend the processing for all instructions not yet executed:
- c. Reverse (if possible) all executed transactions from such date and time as we may reasonably determine the unauthorised use to have commenced: and
- d. De-activate the access code without further notice.

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.

13 One-time password

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 as a default channel or email and is valid for one Internet banking or Mobile App sessions only. A one-time password (OTP) is used for the following;

- a) First time log in;
- b) Adding beneficiaries;
- c) Amending beneficiaries; and
- d) Changing your password
- e) Performing payments (Value Added Services/once off).

14 Ending a session

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

- 15 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.
- 16 Sufficient notice**
You permit us to issue notices required in terms of this agreement, legislation by making such notification available via our communication system or sending notification by email, SMS. Such notices issued by us, will as far as they contain contractual terms relating to electronic banking, also form part of this agreement.
- 17 No offer, recommendation or solicitation**
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.
- 18 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:
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.
- 19 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 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.
- 20 Links to third party's 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 for the information provided on other communication systems. A link from our communication system to any other communication systems does not mean that we have scrutinized or endorsed the owners or administrators of such communication systems or their business or security practices and operations.
- 21 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;
b) Any reproduction of any portion of our proprietary material must include our entire copyright notice; and
c) The Logos are trademarks shown on our communication system are our registered and unregistered trademarks or those third parties.
d)
- 22 Software 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, that 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.
- 23 Transmission of information and security tips**
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.
- 24 Indemnity**
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.
- 25 Disclaimer and limitation of liability**
For purposes of this clause "we" or "us" or "our" includes the Bank. 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 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 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.
- g) either party must notify the other within a reasonable time should there be any matter beyond their control in relation to electronic channel services.

26 Breach

We may terminate your access to electronic banking if you breach a material term of this agreement. We may do this without detracting from our right to take any other steps available to us at law or under this agreement.

27 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.

28 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 agreement, 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.

29 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.

30 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 the Terms and Conditions

Signature: _____

Date: _____

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Affix Photo

