

DTB GENERAL TERMS & CONDITIONS

The relationship between the Bank and the Customer is governed by the laws of Tanzania, except where the following general terms and conditions apply subject to any further agreement in writing. Specific terms apply to specific accounts and products and are available to the Customer upon request.

1. Definitions

- (a) "Account" means any one or more accounts to be opened in accordance with the instructions on the Account Opening Form and any other Account opened by the Customer at any time.
- (b) "Access Profile" means at any time the mandate given by a Customer to the Bank setting out the scope of a User's authority to act for and on behalf of that Customer in relation to any Service;
- (c) "Agent" means any person(s) authorized by the Customer or by the Authorized Signatory to receive and collect cash on any Withdrawal Instrument (hereinafter defined) acceptable to the Bank from time to time and authorized to collect and/or deliver any other documents or notices relating to the Account.
- (d) "Alert" means a customized message sent by the Bank to a Customer through short message service I text ("SMS") to a Customer's mobile phone, email, Fax or any other model of electronic communication.
- (e) "Authorized Recipient" means:
 - i. the Bank; or
 - ii. any agent or independent contractor of the Bank which is under a contractual obligation of confidentiality to the Bank; or
- (i) the Bank as may from time to time be specified by the
- (j) Bank to the Customer. Reference to the "Bank" shall include without limitation reference to the Bank's successors in title and assigns, and shall also include any director, officer, manager or any other person duly authorized to represent the Bank.
- (k) "Banking Day" means a day on which the counters of the Branch and/or Bank Subsidiary (as applicable) are open for the transaction of ordinary business.
- (l) "Card" means any Diamond Trust Bank Tanzania Limited Card issued at the request of the Customer by the Bank or any other person on behalf of the Bank to the Customer or any other person at the Customer's request for use in the manner referred to herein under Section 6.2 and in respect of any of the Bank's products and services from time to time.
- (m) "Cardholder" means a person to whom the Bank's card has been issued who shall be bound by these terms and conditions as varied from time to time by the Bank and includes a supplementary cardholder.
- (n) "Channel" means any system, medium or channel (including telephone, fax and email), whether internet based or not,
 - iii. any actual or potential assignee, novatee, transferee, participant or sub-participant (or any agent, adviser, actual or potential shareholder, bond holder or investor, in or of any of the foregoing) in relation to any of the Bank's rights and/or obligations under this Agreement or any other Agreement which is under a contractual obligation of confidentiality to the Bank; or
 - iv. any rating agency, insurer or insurance broker of, or any direct or indirect provider of credit protection to the Bank which is under a contractual obligation of confidentiality to the Bank; or
 - v. any regulatory, supervisory, governmental or quasigovernmental authority which has jurisdiction over the Bank; or
 - vi. any person to whom the Bank is required by law or competent court or tribunal to make disclosure;
- (f) "Authorized Signatory" means the Customer or in relation to the Customer any person(s) authorized, as notified by the Customer in writing to the Bank, to operate the Account in accordance with the Mandate. Reference to Authorized Signatory shall include any duly appointed Attorney of the Customer.
- (g) "Available Balance" means the amount (excluding any unconfirmed credit) in the Account, which can be withdrawn by the Customer.
- (h) "Bank" means Diamond Trust Bank Tanzania Limited, incorporated in Tanzania as a limited liability company under the Companies Act (Cap 212 of the Laws of Tanzania) and includes such Branch or Subsidiaries of which may be established by the Bank from time to time to enable Customers to access and utilize banking and other services provided by the Bank or in such other manner as the Bank may permit from time to time and also includes any provision by the Bank to any Customer of access to one or more Channels pursuant to the General Terms and Conditions and the User Guide(s) relating to such Channel(s);
- (o) "Cheque" means a negotiable instrument issued by the Bank to the Customer in a pre-printed form containing the Bank's security features and indicating, inter alia, the Customer's name, the Account details and the Bank's code.
- (p) "Contact Centre" means the Customer Care Centre for DTB as may be notified to the Customer by DTB from time to time.
- (q) "Corporate Code" means the unique means of identification allocated to or selected by a Customer in relation to one or more of the Services and as further specified in the User Guide for such Service(s) whether in the form of a password, PIN or other form of personal identification, or any combination of the foregoing;

- (r) "Credit Reference Bureau" means a credit reference bureau duly licensed under the Bank of Tanzania Act pursuant to the Bank of Tanzania (Credit Reference Bureau) Regulation 2012.
- (s) "Customer" means the person(s) whose name(s) is specified as such in the Application Form and whose details are as recorded with the Bank with respect to the Bank Account. Reference to the expression customer" shall where the context so permits include any permitted personal representatives, successors in title, heirs and permitted assigns and in the case of a company, its holding company (if any) and their respective subsidiaries from time to time.
- (t) "Customer Facilities" means the communication line, modem connection or other facilities, software, hardware or equipment provided and used by a Customer for the transmission and/or receipt of any information sent electronically or by telephone for the purpose of or in connection with the Services;
- (u) "Deposit Account" means any Bank account with a credit balance.
- (v) "Electronic Banking Facility" means all electronically enabled services capable of operation by the Bank and as may be notified to the Customer by the Bank from time to time.
- (w) "Facility" means the aggregate of the financial accommodations funded or non-funded, banking or credit or advance approved by the Bank whether in writing or otherwise together with Interest, Default Interest, Costs or so much thereof as may from time to time be granted to and/or be owing by the Customer to the Bank. Where a Customer has been granted more than one Facility, reference to Facility shall include reference to all such facilities.
- (x) "Interest" means the amount payable on the Account at the rate specified by the Bank from time to time whereas "Default interest" means any additional Interest payable on the Account at a rate equally specified and which amounts are payable in accordance with these Terms and Conditions.
- (y) "Letter of Offer" means any letter issued by the Bank to the Customer pursuant to which the Bank agrees to make available to the Customer, facilities on the terms and subject to the conditions set out in the said letter as the same may be varied amended or substituted from time to time.
- (z) "Loss" means any losses, damages, proceedings, penalties, claims, liabilities, costs (including legal costs) and expenses of any kind.
- (aa) "Mobile Service Provider" means a provider of mobile network services retained by the Customer and through whose telephone network the Customer is able to communicate with the Bank for purposes of utilizing any of the Mobile Banking Services.
- (bb) "Nominated User(s)" means the representative or representatives of the Customer authorized by the Customer to hold and/or change (where applicable) the PIN, User name, Password and/or Personal Verification Question and hence to access and use the Electronic Banking Service on behalf of the Customer.
- (cc) "PIN" means Personal Identification Number which is known only to the Customer or the Customer's Nominated User(s) for access to the System via an ATM, any other point of sale (POS) terminal and access one or more of the Electronic Banking Services to give a transaction instruction.
- (dd) "Principal Cardholder" means the person in whose name the bank account is maintained.
- (ee) "Product Services" means all or any of the products, services and facilities provided to a Customer pursuant to the terms of this Agreement, and/or User Guide relevant to each such Product Services(s) or such other product, services or facilities that the Bank may from time to time agree to provide to the Customer via a Channel.
- (ff) "Property" means cash, all negotiable and non-negotiable instruments or contracts representing money or other property (real or personal), precious metals in whatsoever form and articles made therefrom, gems, precious and semiprecious stones, certificates of stock, bonds, and all other types of securities, bills of exchange, title deeds, certificates of title and other valuable papers used by the Customer in the conduct of business as held by the Bank.
- "Security" means any movable or immovable property or asset of the Customer and/or of any other person, held under lien, charged, pledged, deposited or in any other way offered to the Bank to secure an Account, Facility or any other Liability of the Customer.
- (gg) "Security Procedures" means the security measures and procedures set out in the User Guides and/or Service Supplements (including provisions relating to Customer ID, User ID and any other instructions the Bank may give concerning security from time to time"
- (hh) "Software" means any software which the Bank has supplied to a Customer directly or through the Bank's supplier as part of any Service including updates.
- (ii) "Specific Terms and Conditions" means the terms and conditions that may be published by the Bank from time to time in relation to a specific product and/or service (or otherwise) provided by the Bank.

- (jj) "Statement" means the electronic or written record prepared by the Bank from time to time reflecting the number and nature of transactions being made in and out of the Account.
- (kk) "System" means the multi-media banking and communications software or equipment enabling the Customer to communicate with the Bank for the purposes of the Electronic Banking Service. Where access through the Internet is necessary, the System and Service will for the purpose of this agreement be accessed through the Bank's website.
- (ll) "System Materials" means all User Guides, Service Descriptions, Software, hardware, Electronic Keys, and all other equipment or materials or documentation on any media which may be provided by the Bank directly or through the Bank's supplier to a Customer in connection with the use or provision of any Service.
- (mm) "Tariff" means (including but not Limited to) the Bank's published schedule of costs and charges payable by the Customer to the Bank for the provision of the Bank's products and services and as more particularly set out in Section 9 of these Terms and Conditions.
- (nn) "Tax" means all taxes levies duties imposts charges withholdings (including without limitation any fiscal, regulatory, statutory, municipal or other tax) together with any penalty, default or additional charges relating to them.
- (oo) "Terminal" means any Automated Teller Machine or point-of-sale terminal through which transaction instructions may be given by the cardholder.
- (pp) "Withdrawal instrument" means any such instrument including but not limited to cheques and withdrawal slips, signed and presented by a Customer together with their identification, for the purpose of instructing the Bank to pay cash to them.

2. Account Opening and Operation

2.1 Application Form

- (a) The Bank may but shall not be obliged, upon receipt of the Application Form together with all the supporting documentation required, to open the Account.
- (b) The Bank shall only be obliged to maintain the operation of the Account subject to the Customer's legal status being satisfactory to the Bank, the Customer's compliance to these Terms and Conditions, any Specific Terms and Conditions, the Laws of Tanzania and any other express or implied terms regulating the conduct of banking business in Tanzania.

2.2 Customer's Name and Address

- (a) The Account shall be operated in the name of the Customer as it appears in the Application Form. The Bank may require satisfactory proof of the Customer's name and address and any supporting documents provided by the Customer including changes thereof (if any) and the Bank may refuse to act upon the Customer's instructions until these requirements are met.
- (b) The address provided by the Customer in the Application Form shall be considered the registered address of the Account. All communication by the Bank to the Customer shall be sent to this address unless otherwise specified in writing by the Customer and the Customer shall be responsible for notifying the Bank in writing in the event of any change to this address.

2.3 Authorized Signatures

- (a) The Customer shall be required to give, in a form acceptable to the Bank, a specimen of the signature for the Customer, any Authorized Signatory or Agent, and all other persons authorized to operate the account. The Bank may require fresh specimen signatures in the event of a change of name in respect of the Customer, the Authorized Signatory or the Agent. The Bank may reject a specimen signature and the Bank shall not be obliged to give its reason for doing so.
- (b) The Customer may, subject to prior notification to the Bank, appoint such other person or persons to act as an Agent and such person signing on behalf of the Customer under a Power of Attorney shall be required to produce a certified copy of the document appointing the Attorney.
- (c) Unless otherwise agreed all signatories are entitled to withdraw all or any of the Customer's property or securities held by the Bank from time to time, to open any further account in the Customer's name, and to overdraw any of the Customer's accounts.

2.4 Agents - Appointed Attorneys

- The Customer may, subject to prior notification to the Bank, appoint such other person or persons to act as an Agent and the Bank shall, subject to these Terms and Conditions and the scope of the authority of the Agent honour and comply with all the Instructions issued by the Agent:
- (a) (if an Agent) the Customer shall be required to complete and execute the Bank's Known Agents Introduction Form specifying the Mandate of the Agent and the Bank;
 - (b) (if an Appointed Attorney) the Customer shall be required to complete the Bank's Letter of Authority for Third Parties to Operate the Account.

3. Instructions
- 3.1 Customer Instructions
- (a) The Customer may request the Bank to honour and to debit to his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out to him, and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit of overdraft agreed has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft greater than that agreed, as the case may be.
- (b) The Customer shall only give Instructions in person, in writing by any other multi-media banking method that the Customer may have subscribed to or where with the prior approval of the Bank, by email, telephone, facsimile or SWIFT and this shall be in accordance with the Mandate in force at the time of receipt of the Instructions.
- (c) The Bank shall be entitled to accept and to act upon any request by the Customer, even if that request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the request without reference to the Customer being necessary.
- (d) The Bank shall not be obliged to accept or to act upon any Request if to do so would require access to, action by, or information from the Branch, or any Bank Subsidiary located in any jurisdiction where it is not a Banking Day at the relevant time when such access, action or information is required or would cause a breach of any existing mandate facility limit or agreement between the Bank, the Branch and/or Bank Subsidiary (as applicable) and the Customer. In the event that the Bank does accept or act upon any such Request, the Customer shall remain liable therefore.
- (e) The Customer may, prior to receipt of written confirmation from the Bank, cancel any Instructions given where the Bank has not acted upon the said Instructions. Where the Bank has already acted upon the Instructions, the Bank may subject to certain conditions and depending on whether any other third party is a party to such a transaction (in which case the Bank may already be irrevocably bound to process the Instructions), cancel such instructions and may at the Bank's discretion levy a charge for canceling and/or reversing such instructions.
- (f) Instructions received by the Bank from the Customer after Banking Hours or on a day other than a Business Day, shall be processed by the Bank on the next succeeding Business Day. Banking hours shall be as indicated in the specified
- branches and/or as per notices issued by the Bank from time to time.
- (g) The Bank may refuse to act upon Customer Instructions, if:
- (i) the Instructions are not clear;
- (ii) the Bank has reason to believe that the Instructions did not originate from the Customer; and
- (iii) the Bank believes that in carrying out such Instructions, a law, regulation, code or other duty or obligation which the Bank is required to comply with may be breached.
- 3.2 Freezing of the Account
- The Bank may in its sole discretion or subject to any Statutory Provision or as and when mandated by any Statutory Body, at any time refuse to accept Instructions ("Freeze the Account") of the Customer if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any steps of its own initiative for the determination of such dispute or doubt.
- 3.3 Simultaneous order in excess of funds
- Where the Bank receives several Instructions from a Customer at approximately the same time the total amount of which exceed the Available Balance in the Account, the Bank will at its own discretion act upon the Instructions in whatever order or manner that the Bank thinks fit.
4. Accounts
- The Bank may at its sole discretion and subject to any regulations (where applicable) and at the Customer's own risk, operate on behalf of such Customer solely or jointly, any of the Accounts capable of being maintained with the Bank.
- 4.1 Joint Accounts
- (a) The Customer may be entitled to open the Account jointly in the name of the Customer and any other person or persons.
- (b) Where a joint Account has been opened by the Bank, the liability of the Customer with respect to any outstanding liabilities due to the Bank shall be joint and several.
- 4.2 Fixed Deposit Accounts
- (a) The Bank may in its sole discretion, accept funds in specified currencies from the Customer to be placed in an

interest earning account for a fixed period of time ('Fixed Deposit').

The Bank may at its sole discretion and with due notice to the customers allow premature withdrawal of fixed deposits. The customer accepts that all such premature withdrawals will be subject to levy of penalties and charges, as the Bank may determine and that these may be subject to change

4.3 Accounts In Foreign Currencies

(a) The Bank may in its sole discretion and subject to any governmental exchange regulations (where applicable) and at the Customer's own risk, open and operate the Account in a Foreign Currency.

(b) At the request of the Customer, the Bank may debit or credit the Account with Tanzania Shillings or any Foreign Currency other than the currency in which the Account is denominated and any amount debited from or credited to the Account shall be converted by the Bank (unless otherwise agreed) at the Bank's prevailing rates of converting the amount from Tanzania Shillings or any Foreign Currency or vice-versa.

(c) Subject to all laws and Government regulations, where an Account is in foreign currency any demand on the Bank for payment from such an Account is properly met by the Bank issuing a draft or effecting a transfer or making payment in any manner in foreign currency at the discretion of the Bank.

4.3.1 Holdings and credit in foreign currency

Subject to all laws and Government regulations applicable:

(a) Once a foreign currency deal is confirmed and the Customer has been assigned a deal reference, this will constitute a firm commitment on the part of the Customer to uphold the transaction.

(b) The Bank will credit the counter-value of the Customer's holdings in foreign currencies to accounts with its correspondents in various countries of origin;

(c) Such Accounts are in the Bank's name but are at the Customer's risk, and the Customer accepts responsibility for any ensuing consequences including but not limited to consequences of legal, fiscal or other measures affecting the Accounts;

(d) Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of requests for cheques or transfers in the original currencies at the Bank's option;

(e) The Bank will convert foreign currency at the exchange rate available on the first working day subject to the Bank's standard charges which will be deducted from the

Customer's accounts. The timing of debits and credits to the Customer's account will depend on the currencies involved.

(f) The Bank will accept foreign cheques on terms available upon request. Cheques payable abroad which may be received for payment into the Customer's account may be negotiated or collected at the Customer's expense. If cheques are returned unpaid for any reason, the Bank will debit the Customer's account even if the return takes place after the Bank has advised the Customer of payment of the cheque. Negotiation and collection of cheques shall be subject to the international Chamber of Commerce Uniform Rules for Collections.

(g) All credits granted in foreign currencies are also subject to this clause.

4.3.2 The Bank shall have no responsibility to the customer for:

(a) Any diminution due to taxes or imposts or depreciation in the Bank's discretion may be deposited by the Bank in the Bank's name and subject to the Bank's control with such depository(ies) as the Bank may select; or

(b) The unavailability of such funds if, as a result of any threatened requisition involuntary, distraint of any character, exercise of military or usurped powers or other cause(s) beyond the Bank's control, or should the Bank decide in its sole discretion and acting in good faith to close or suspend or terminate operations in Tanzania.

4.4 Minor Accounts

In respect of Account (s) opened in the name of minors, the Bank shall be entitled to act on the Instructions received from the guardian named on the Account Opening Form, until the minor account holder ceases to be minor.

4.5 Dormant Accounts

Any account being subject to Specific Terms and Conditions relating to the Account deemed by the Bank to be inoperative or inactive after a given period of time shall be considered a "Dormant Account" and the Bank may freeze such an Account, require the Customer to confirm the authenticity or validity of the first Instructions or transaction reactivating the Account, suspend the payment of Interest (if any), suspend the issuance of the statements, or charge a maintenance fee as may be determined by the Bank from time to time.

5. Electronic Banking

5.1 Subscription by Customer

(a) In consideration of the customer paying to the Bank requisite fees and charge where and when applicable, the

Bank shall provide to the customer certain multi-media banking services subject to and in accordance with these terms and conditions.

- (b) Once the Bank has approved the subscription and the Customer has been maintained as an authorized user of the Service, the Customer will be provided with a unique PIN Code known only to the Customer and only then shall the Customer be afforded use of the Service. The PIN Code will form a unique link to each specific Customer's access profile(s).
- (c) Further additional Electronic Banking Services may be provided subject to availability, upon receipt by the Bank of an application specifying the additional service required and the Bank reserves the right to modify, replace or withdraw any Service at any time, for any reason what so ever without prior notice to the Customer.
- (d) The Customer's subscription for and use of the Service shall be subject to these terms and conditions and any current, savings, term, call and overdraft accounts agreements between the Bank and the Customer and the Bank's General Terms and Conditions signed by the Customer.

5.2 Customer's Facilities and Customer Responsibilities under Electronic Banking

The following terms and conditions shall apply once the Customer has subscribed to any Electronic Banking Activity:

- (a) The Customer shall at his own expense provide and maintain in safe and efficient operating order such hardware, software, phone, fax machine and other communication equipment's (collectively "the Facilities") necessary for the purpose of accessing the System and the Service.
- (b) The Customer shall be responsible for ensuring proper performance of the aforesaid Facilities including any losses or delays that may be caused by the Facilities. The Bank shall neither be responsible nor liable for any errors or failures caused by any malfunction of the Facilities nor shall the Bank be responsible or liable for any computer virus or related problems that may be associated with the use of the System, the Service and the Facilities. The Customer shall be responsible for charges due to any service provider providing the Customer with connection to the internet, mobile, telephone or any other responsible or liable for Losses or delays caused by any such service provider.
- (c) The Customer shall obtain all licenses and consents where necessary to have access to and use of the System.
- (d) The Customer shall take all reasonable and necessary precautions to detect any unauthorised use of the System

and Service. To that end, the Customer shall ensure that all communications from the Bank are examined and checked by or on behalf of the Customer as soon as practicable after receipt by the Customer in such a way that any unauthorised use of and access to the System will be detected.

- (e) The Customer shall immediately inform the Bank by telephone followed by a written confirmation sent the same day in the event that:
 - i. The customer has reason to believe that any PIN Code used by the Customer to gain access to the Service and to communicate with the Bank is or may be known to any person not authorized to know the same and/or has been compromised; and/or
 - ii. The Customer has reason to believe that unauthorised use of the Service has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- (f) The Customer shall at all times follow the security procedures notified to the Customer by the Bank from time to time or such other procedures as may be applicable to the Service from time to time and specifically those that may be contained on the Bank's internet website or product literature. In particular, the Customer shall ensure that the Service is not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.
- (g) The Customer shall not at any time operate or use the Service in any manner that may be prejudicial to the Bank.
- (h) The Customer understands and accepts that it may link a business Account or a Bank Account requiring multiple signatures to the Customer's profile on this Service only if the Customer has submitted to the Bank an original Subscription signed by all signatories to the Bank Account confirming that the Bank is authorized to act on all requests, and it will be the responsibility of the Customer to ensure that no unauthorised persons have access to this Bank Account.
- (i) The Bank shall be entitled and authorized to debit the Customer's Bank Account with the amounts of the transactions effected via the Service as well as to debit the Customer's Bank Account with the amount of any fees applicable to the Service from time to time.

5.3 Limits of Electronic Banking Transactions

- (a) The Customer may transfer or effect a payment for any amount subject to the provisions of Section 5.2 (h) of this agreement, as long as the transaction does not cause the balance in the Deposit Account to be less than zero unless the Customer has either an approved overdraft facility for the affected Deposit Account or a term Deposit Account pledged with the Bank to cover excesses that may arise in

- the affected Deposit Account from time to time in which case the two accounts are linked in the System for that purpose.
- (b) If the Customer has an approved overdraft facility or a term Deposit Account linked to the payment Deposit Account, the transfers and/or electronic bill payments using the Service should not exceed the approved overdraft facility or the pledged term deposit account.
6. Account Transactions
- 6.1 Withdrawal(s) from the Account
- (a) The Bank may refuse to allow the Customer to withdraw any funds from the Account or act upon any instructions for payment to any third party if there are any outstanding amounts due to the Bank from the Customer.
- (b) The Customer shall not be permitted to draw against, and the Bank will not be obliged to make payment against any cheque or other payment which has not credited to the account in cleared funds.
- 6.2 Cards
- 6.2.1 Use of Card & PIN
- (a) A Card is not transferable and may not be used by any other person other than the cardholder.
- (b) A Card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank.
- (c) The Card may be used outside Tanzania to withdraw cash from Automated Teller Machines and to purchase goods from merchants equipped with point-of-sale terminals (where applicable). All such withdrawals and purchases shall be debited from the Bank Account at such rate of exchange as may be determined by the Bank in its sole discretion.
- (d) All withdrawals at the Bank ATM's will be subject to a daily withdrawal limit. However, the daily withdrawal limit may NOT be applicable when the card is used at another Bank's ATM locally or abroad, and/or a 3rd party independent ATM network.
- (e) If a card is lost or stolen or the PIN is disclosed to any unauthorized person, the Cardholder must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing to the Bank within seven days from such notification. The Card holder will be liable in respect to any transaction instruction given prior to receipt by the Bank of such loss, theft or disclosure.
- (f) The card is not a cheque guarantee card and the Cardholder shall not represent the Card as such.
- 6.2.2 Additional Cards
- Upon the written request of a Principal Cardholder the Bank may issue a Supplementary Card in respect of that Account to a Supplementary Cardholder nominated by the Principal cardholder. The Principal Cardholder shall sign mandates authorizing the use of the Bank Account by the Supplementary Cardholder. The Supplementary Cardholder must also sign the same mandates. These terms and conditions shall apply to the use of the Supplementary Card and the Principal Cardholder shall be liable for the use of the Supplementary Card as if he used it personally.
- 6.2.3 Replacement of Cards
- If a cardholder loses his/her Card, the Bank may at its discretion following a written request and at the customer's own cost replace the card.
- 6.2.4 General
- (a) The Principal Cardholder and the Supplementary Cardholder shall be jointly and severally liable in respect of each transaction undertaken by the use of a Card.
- (b) The Cardholder shall be deemed to have consented to the jurisdiction of the Magistrate's Court in respect of any indebtedness on the Account and/or all disputes arising out of the use of the Card and/or the Card facilities notwithstanding that the amount of the Bank's claim may otherwise exceed the jurisdiction of the Court.
- (c) The Bank will not be liable in any manner whatsoever in the event of a refusal by any establishment worldwide to accept or honour the Card. The Bank will also not be liable for the quality, effectiveness or merchantability of any goods supplied or services rendered by any establishment.
- 6.3 Payment of Cash
- (a) The Bank will only pay cash to the Customer upon the presentation of a withdrawal instrument, signed in the presence of the teller by an Authorized Signatory or Authorized Signatories.
- (b) Where a cheque is presented for payment of cash not by the Customer but a third party, the Bank may but shall not be obliged to require a confirmation from the Customer or from the Authorized Signatory, regarding the authenticity of the cheque before the Bank makes payment upon such cheque.
- (c) Where cash cheques are presented by employees or other known agents of the Customer, the employee or agent will be identified beforehand in a manner acceptable to the Bank.
- (d) Where the Customer requests for payment of cash upon presentation of a cheque by a third party, whether or not a confirmation is received from the Customer, the Customer

agrees to indemnify the Bank on a full and unqualified basis in respect of payments made to the bearer of such a cheque whether or not the money is received by the Customer or whether or not the order for payment is in fact the Customer's Instructions.

6.4 Cheque Books

6.4.1 Cheque books are issued subject to the following conditions:

- (1) The Cheque book may be issued to the Customer by the Bank at its own discretion and shall be subject to the Cheque Book Terms and Conditions which are set out.
- (2) The Bank may charge a fee for the issuance of the Cheque Book and any other Cheque Books issued to the Customer from time to time.
- (3) The Customer shall not draw and/or issue a Cheque on an Account that he/she knows has insufficient funds or which he/she knows has been closed, in contravention of the Penal Code.
- (4) The Bank may refuse to make payment to the Customer or any other third party with respect to any Cheque not drawn in accordance with the Cheque Book Terms and Conditions set out below:
 - i. The Customer must write, date and sign the Cheque in clear handwriting using legible ink (preferably blue or black) or any other indelible writing material, in the currency of the Account for an amount not exceeding the Available Balance;
 - ii. The amount set out on the Cheque must be stated both in words and in figures as near as possible to the left side of the form to prevent any fraudulent alteration.
 - iii. The Cheque must be signed, and countersigned where any alteration or amendment has been made, by the Authorized Signatory in accordance with the Mandate;
 - iv. The Customer may request the Bank to make payment of the amount drawn on the Cheque, in currency notes and coins by signing across the two vertical lines on the Cheque. Reference to 'opening' the Cheque shall be construed accordingly.
 - v. The Customer shall be responsible, at the time of collection by the Customer, for verifying that the number and details of the Cheques in the Cheque Books are correct and any Authorized Signatory or Agent and the Bank shall not be held liable for any loss or damage (whether consequential or otherwise) suffered by the Customer thereafter. The Customer shall be responsible for notifying the Bank in writing immediately upon discovering that a Cheque or the Cheque Book has been lost, stolen or misplaced;

vi. The Bank shall not be held liable in any way to the Customer for having honoured any cheque where the signature or content of which has been forged if:

- (a) The Customer has facilitated such forgery;
- (b) There has not been a previous forgery of a Cheque or Instruction which the Customer has objected to;
- (c) The Customer has been negligent or has failed to comply with the Cheque Book Terms and Conditions.
- (d) There forgery has been perpetrated by an employee, servant, agent, contractor or persons known to the Customer.

vii. The Bank may refuse to make payment of a Cheque in respect of which the date appearing on the Cheque is more than six (6) months prior to the date on which it is due for payment by the Bank ("Stale Cheque") or the date appearing on the Cheque is any date succeeding the date on which it is due for payment by the Bank ("Postdated Cheque")

viii. The Bank may, upon prior written request by the Customer stop payment of a Cheque provided that such notice shall be received before the Bank has made or is obliged to make payment on the Cheque. The Bank reserves the right to charge the Customer an administrative fee for acting upon Instruction to stop payment of a Cheque.

(5) Upon closure of any Account the Customer will return to the Bank any remaining uncompleted cheque forms relating to the account.

6.4.2 Deposit of Cheques and other Instruments

(a) All cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the Customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank may debit the customer with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is overdrawn.

(b) Where cheques, other negotiable instruments or commercial documents are deposited for the credit of the Account whether or not payable at or by the Bank, the amount of such deposits shall be made available for withdrawal only when actually collected by the Bank.

(c) Although immediate credit may have been given for cheques received for collection through clearing, they are

not available for drawing against until the relative cheques are realized. In case such credits are allowed to be drawn against, it is not to be construed that the relative cheques have been honoured. The Bank reserves the right to debit the Customer's account or in any other way recover the amount in case such cheques are returned unpaid.

- (d) Notwithstanding the provisions of Section 10 herein any money credited to the Customer in error must be repaid immediately. Any reversal of funds done by the Bank under this clause shall not be subjected to a transfer or debit fee.

6.4.3 No duty on Bank to protest

The Bank is not liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. The Bank will nevertheless endeavor to cause dishonoured bills to be noted or protested or both, provided that it receives instructions to do so in reasonable time.

6.5 Payment by Third Parties

The Bank may credit the Customer with amounts paid by third parties. All instruments such as cheques, drafts, bills of exchange and other negotiable instruments or commercial documents, tendered for collection and credit to the Customer's Account are accepted by the Bank subject to the following express terms and conditions:

- (a) Instruments not payable at the Bank are accepted by the Bank only for transmission on behalf of the Customer at the Customer's entire risk and responsibility;
- (b) Where the instruments are forwarded by the Bank by post or through courier services to other banks or to any correspondent or agent or subagent of the Bank; the Post Office and the courier, as also the Bank or the correspondent, agent or subagent of the Bank will be deemed to be the Customer's own 'agent for collection', even though couriers Banks, correspondents, agents or subagents are of the Banks's choice.

6.6 Standing Orders & Direct Debits

The Bank may permit the Customer to use automatic debits or withdrawals (such as Direct Debits or Standing Order Instructions) from the Account unless the Specific Terms and Conditions of the Account provide otherwise. All such transactions will be set up at the Bank's discretion and the Bank reserves the right to honour the Instructions subject to the Available Balance.

7. Facilities

7.1 Borrowing from the Bank

- (a) The Customer may borrow money from the Bank by way of overdraft Loans, advances or other financial

accommodation whether the said accommodation are secured or not. The Bank will be entitled to debit the Account with Interest and any costs or charges incurred in connection with any facility. Nothing herein constitutes approval of any facility.

- (b) If an overdraft has been approved by the Bank in relation to the Account, the limit approved by the Bank in respect thereof must not be exceeded without the Bank's prior written consent. The Bank may refuse to pay a cheque, make any payment or allow a withdrawal if the payment withdrawal would cause the overdraft Limit to be exceeded.

- (c) If any limits in respect of the Account are exceeded without the Bank's consent, the Bank may charge a fee and additional Interest may be levied on the entire overdrawn balance for each day that the overdraft limit is exceeded. The Bank is entitled to demand from the Customer the immediate repayment in full, together with interest if the Account is overdrawn or the facility is not repaid on time.

7.2 Interest & Default Interest

- (a) Interest shall only be payable on the credit balance in an Interest Earning Account and shall be calculated at the Bank's specified rate which may be varied by the Bank at its own discretion from time to time. Interest (if any) will be paid and credited to the Account as specified in the Specified Terms and Conditions (if any) relating to the Account.
- (b) The Bank shall be entitled to charge additional Interest at the Bank's prevailing rates where the Customer has failed to make payment of any amount due to the Bank under these Terms and Conditions or otherwise.
- (c) Interest rates payable by the Customer under any provisions of this agreement shall be subject to change as may occur in line with the Bank Tariff Guidelines published in local Newspapers from time to time. .
- (d) All payments due to be made by the Customer whether of principal Interest or otherwise shall be made without any set off counterclaim or restriction and free and clear of and without any deduction whether for or on account of any present or future taxes or otherwise. If at any time any applicable law regulation or regulatory requirement or any competent taxing authority requires the Customer to make any deduction or withholding in respect of Taxes from any payment due for the account of the Bank the sum due from the Customer in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the receives a net sum equal to the sum which the Bank would have received had no such deduction or withholding been required to be made and the Customer shall indemnify the Bank against any losses or costs incurred by the Bank by reason of any

failure of the Customer to make any such deduction or withholding.

7.3 Repayment on overdrawn accounts

The Bank is entitled to demand the immediate repayment with interest of any account that is overdrawn.

7.4 Right of Lien

(a) When the Customer is indebted to the Bank, the Bank shall have a general lien over all property of the customer in the Bank's possession, including, but not limited to, cash, goods, securities or valuables deposited for safe custody or as security, cheques presented for repayment, bills and any other property movable or immovable charged to secure payment of any money whether or not that money has been repaid, and also over all property over which by the general law the Bank has a lien.

(b) Where the Customer is indebted in circumstances giving the Bank a right of set off, all securities asset out in Section 7.4 (a) hereof are held as security for the debt.

(c) The Bank may at any time give the Customer notice in writing that if an accrued debt is not paid within a stated period being not less than 14 days after the receipt of the notice by the Customer then the Bank may without further notice realize sufficient relief of the Customer's assets to discharge the debt.

(d) If the debt is not discharged within the time allowed, the Bank may realize sufficient relief of the Customer's assets to discharge the debt, and the Customer constitutes the Bank his attorney for the purpose of conducting the sale, giving title to the assets sold and all other necessary matters. Any sum remaining after such a transaction will be held for the Customer subject to these Terms and Conditions.

(e) The Bank is under no obligation in respect of any sale under Section 7.4 (d) other than for that done in bad faith ("mala fide")

(f) Funds in foreign currencies which are subject to the bank's lien may be set off against debts or realized at the rate of exchange current at the date of set off or realization. The Bank accepts no liability for any loss caused by exchange fluctuations.

(g) Deposits including those held in foreign currencies, and for a given period of time may be set-off against debts notwithstanding that the time period of the deposit has not expired.

7.5 Right of set-off

All operations between the Bank and the Customer of whatsoever nature shall be considered and treated for all

purposes as a single integral and indivisible account, and the Bank shall (without prejudice to the generality of the foregoing) have the right (but not the obligation) to dose and set-off any account in the name of the Customer against any such Account or in that of any establishment of which the Customer is sole proprietor or vice versa.

7.6 Banker's Power of attorney

(a) In the event of the Bank exercising its right of Set-off to transfer, amalgamate or combine the Account with any Bank other account, the Customer hereby irrevocably appoints the Bank and the persons deriving title under the Bank and separately any Receiver appointed under any Security or pursuant hereto severally to be the Customer's attorney in it name and on its behalf.

(b) The Customer acknowledges and agrees that the Bank may execute or complete any documents which the Bank may require for perfecting its title to or for vesting the assets held by the Bank under lien, to sign seal deliver and otherwise perfect any such legal deeds and documents including without limitation the mortgages charges or assignments and to do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale lease disposition realization getting in of the Customer's property held under the Bank's lien.

8. Communications

8.1 Statements

(a) The Bank shall provide the Customer with a Statement for time to time and the Customer acknowledges and agrees that the contents of the Statement to which the Customer has not objected to within fifteen (15) days from the date of the Statement shall be deemed to be correct in all material respects and not be challenged by the Customer under any circumstances whatsoever, whether lack of mandate, forges or inadequate signature or endorsement of cheques, forged alteration thereof or otherwise.

(b) All Electronic Banking activities performed by the Customer once allowed access into the System will be logged until the Customer ends a session. The Bank shall maintain copies of all Requests received from the Customer in applicable multi-media form. In addition, any hard copies of documentation prepared by the Bank in the process of effecting a transaction as per the Customer's Request will be maintained. The Bank's copy records shall be conclusive evidence of the fact of receipt or non-receipt of a Request and of the contents of such Request as well as prima facie proof that a transaction or payment was made with the Customer's authority.

8.2 Notices

(a) Any notice, statements, letter or other communication from the Bank to the Customer shall be sent to the address of the Customer as specified in the Application Form or the last

known address given by the Customer and the date on the Bank's copy of any such communication is taken to be the date of dispatch in the absence of proof to the contrary whereas in the case of advisers posting it shall be sufficient to prove that the communication was properly stamped and addressed.

- (b) Any notice, letter or communications addressed to the Bank shall be in writing or where with the prior approval of the Bank by email, telephone, facsimile, SWIFT and/or such other means as the Bank may approve from time to time and shall be addressed to the Branch Manager (where the Account has been opened).
- (c) The Bank shall not be liable for any damage resulting from losses, delays, misunderstandings, duplications, or any other irregularities due to transmission of any communication whether to or from the Customer, the Bank or any third party, by telephone, delivery, post, facsimile, e-mail, telegraph, SWIFT or any other means of communication.

8.3 Delay by Customer in lodging complaints

The Bank shall not be responsible to address any Customer complaints unless the Customer makes a written complaint to the Bank as soon as reasonably possible and in any event, within twenty- eight (28) days from the date of occurrence of event or transaction complained of.

9. Tariff or Charges

- (a) The Bank is entitled to be paid by the Customer and may debit the Account with the following;

- i. All initial set up fees and/or monthly subscription fees for any Services provided in addition to or transaction charges as advised by the Bank from time to time. The Bank may in its sole discretion revise these charges and fees and may also in its sole discretion waive the initial set up fees and/or the monthly subscription fees or a portion thereof.
- ii. All expenses incurred by the Bank in acting upon the instructions of and for the benefit of the Customer;
- iii. Any tax chargeable upon any sums payable and any other charges or duties levied on the Customer or the Bank by any governmental or statutory body relating to the provision of any Service provided by the Bank.
- iv. Any interest (including default interest (if any) on any Account which is overdrawn or in excess of the Bank's approved limit, on any loan or credit facility granted by the Bank to the Customer from time to time, at a per annum rate to be determined by the Bank at its own discretion and with notice to the Customer in accordance with the Bank's usual mode for determining the interest and such interest and default interest (if any) shall be calculated on daily balances and charged with the Account in accordance with the Bank's usual practice;

- v. Any legal and/or professional fees and all other fees, costs and expenses incurred by the Bank in obtaining any legal, professional and/or other technical advice in connection with the Account or in connection with the investigation, review of any information provided by the Customer or in the preparation, negotiation and perfection of any documents relating to any of the Customer's credit facilities and/or any other dealings with the Bank and/or on the advise of its legal to compromise or settle any claim arising out of the actions of the Agent and/or the Appointed Attorney in relation to the operation of the Account;

- vi. All processing agency commitment or arrangement fees or commission or any other charges at such rates, at such times and in such manner as the Bank may at its sole discretion determine from time to time in accordance with the Tariff;

- (b) The Customer shall indemnify the Bank forthwith upon demand for any of the Cost incurred by the Bank in taking any steps to obtain repayment of the Account.

- (c) The Customer hereby acknowledges and agrees that the Default interest payable by the Customer (if any) to the Bank represent a reasonable pre-estimate of the loss to be suffered by the Bank in funding the default of the Customer.

All charges and fees charged by the Bank shall be in accordance with the Bank's Tariff Guidelines published in local Newspapers from time to time and displayed at the Banking Hall.

10. Accounting and Transmission Errors

- (a) Any money credited by the Bank to the Account in error must be repaid to the Bank upon demand being made by the Bank to the Customer. The Customer acknowledges that the Bank is entitled to charge default Interest for any amount credited in error which is not repaid as demanded, at 10% over the Bank's prevailing base rate from the date of the wrong credit to the date of adjustment. The Bank reserves the right to reverse, with prior notice to the Customer, any entry made to the Account in error. The Bank does not accept any responsibility for the consequences of such reversals.

- (b) The Instructions made by the Bank shall be at the Customer's expense and neither the Bank, its correspondent banks nor any of their employees shall be held liable for any mutilation, corruption, duplication, erasure, omission through any cables, airlines, and courier services, electronic, telephonic, or facsimile systems howsoever occurring.

11. Confidentiality and Disclosure

- (a) The Customer undertakes to maintain strict confidentiality of its PIN Code(s) and any other information and materials of any nature supplied to it information and materials of

- any nature supplied to it by the Bank in relation to services provided. The Customer agrees to notify its agents, employees and/or sub-contractors of the provisions of this section and to impose this confidentiality requirement on its agents, employees and/or sub-contractors entering into separate agreements, if necessary. The Customer shall be fully liable to the Bank for any breach of the provisions of this section by itself, its employees, agents and/ or sub-contractors.
- (b) The Bank may not without the Customer's prior consent, disclose any information about the Customer or any other person relating to the Account, to any other third party other than in the following circumstances:
- i. to the Bank's agents, associates or subsidiary companies for the purposes of lending and/or with the aim of developing new products and improving services and benefits to its customers with the understanding that the information will be kept confidential;
 - ii. anyone to whom the Bank may transfer its rights to under this Agreement;
 - iii. where the Bank is legally compelled to or it is in the public's interest to disclose such information; or
 - iv. to protect the Bank's interests and its customers and this may include the use of credit scoring and rating and/or the release of information to reference agencies or duly enacted credit reference bureaus.
- (c) The Customer hereby gives the Bank consent for the disclosure of information as provided for in these Terms and Conditions
12. Assignment or Transfer
- (a) The Bank may without requiring the consent of the Customer, assign and/or transfer all or any of its rights, benefits and obligations under these Terms and Conditions to any person at any time. The bank will however ensure to notify the Customer
- (b) The Customer shall not be entitled without the Bank's prior written consent to assign and/or transfer all or any of its rights, benefits and obligations under these Terms and Conditions to any person at any time.
13. Variation of Relationship & Closure of the Account
- (a) The Customer may close the Account subject to the settlement of any payment of any outstanding liabilities due to the Bank.
- (b) The Bank may at any time, upon giving notice to the Customer, terminate or vary its business relationship with the Customer but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.
- (c) If the Customer terminates the Subscription to Electronic Banking, the Bank may continue to make electronic bill payments, transfer of funds and other transactions that the Customer would have previously authorized until such time as the Bank will have had a reasonable opportunity to act on the Customer's notice of termination.
- (d) The Bank shall not be held liable for Loss or damage (whether consequential or otherwise) suffered by the Customer as a result of the Account being dosed or the terms of the relationship between the Bank and the Customer being varied and it shall be the responsibility of the Customer to notify others regarding such termination or variation.
- (e) The Bank may close an account if the account has remained at Zero balance for more than 30 days consecutively after date of opening.
- (f) The Bank may close an account with KYC deficiency and responsibility lies with customer to update his/her account details whenever there is a change.
14. Data Protection
- Parties agree to comply with the Personal Data Protection (Personal Data Collection and Processing) Regulations, 2023 and Personal Data Protection (Complaints Settlement Procedures) Regulations, 2023 as may be amended from time to time.
15. Intellectual Property Rights
- (a) The Customer acknowledges that the intellectual property rights of the Bank's System (and any amendments or enhancements thereto from time to time) and all associated documentation that the Bank provides to the Customer through the System or otherwise are vested either in the Bank or in other persons from whom and/or the said documentation. The Customer shall not infringe any such intellectual property rights.
- (b) The Customer shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.
16. Indemnity
- The Customer hereby agrees to indemnify the Bank, on a full and unqualified basis, for any loss or damage suffered by the Bank or any other person that the Bank has had any dealings arising as a result of:
- (a) all and any costs (including Legal costs), claims, actions, proceedings, losses, damage, demands, liabilities, and expenses suffered or incurred by the Bank in connection with or arising from (i), (ii), (iii) and/or (iv) of Section 16(d) where the particular circumstance are within the Customer's control and the consequences of any breach by the Customer of any term or condition hereof.

- (b) Any demands, claims, actions, losses, damages or costs unless such arose as a direct consequence of the gross negligence or wilful misconduct of the Bank or any of its employees.
- (c) The Customer shall indemnify and keep indemnified the Bank against the following:-
- i. All demands, claims, actions, losses and damages of whatever nature brought against the Bank arising from the Bank's reliance on any incorrect, illegible, incomplete or inaccurate information or data contained in any request received by the Bank.
 - ii. Any loss or damage that may arise from the Customer's use, misuse, abuse or possession of any third party software.
 - iii. Any action and transactions by such Customer's Agents that may result in damage or loss to the Bank.
 - iv. Any unauthorized access to the Customer's Account or any breach of security or any destruction or accessing of the Customer's data or any destruction or theft or damage to any of the Customer's equipment.
 - v. Any loss damage occasioned by the failure by the Customer to adhere to any terms and conditions applicable to the Service and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction.
17. Exclusion Liability
- (a) Where the Customer has requested and the Bank has agreed to act upon any Customer Instructions, whether in written form or through electronic communication, the Customer hereby acknowledges and agrees that:
- i. Such communication sent by use of telephone, electronic mail and facsimile format are not secure and communications sent by use of electronic communication and their attachments (if any) which may contain privileged and confidential information intended solely for the use of the Customers may by error be received by a non-intended recipient;
 - ii. The Bank shall not be responsible for verifying the identity of the recipient of any e-mail and facsimile and shall not be responsible if any communications sent by electronic communication intended for the Customer are received by a non-intended recipient and
 - iii. The Bank shall not be responsible for ensuring the delivery or reconfirming the receipt of any communication to or from the Customer and the Customer hereby acknowledges that nay review, dissemination, distribution, printing, or copying of any communication by any other party is outside the
- control of the Bank who shall also not be liable should such communications be sent out to the wrong person;
- (b) Electronic Banking
- (1) The Bank will not be liable for any losses or damage suffered by the Customer as a result of delay, failure and/or refusal by the Bank to act on a Request in time or at all in any one or more of the following circumstances (as the case may be):
- i. If the Customer does not have enough funds in the Deposit Account;
 - ii. If the payment or transfer would result in the Customer's approved overdraft facility Limit being exceeded;
 - iii. If the Customer does not authorize a bill payment in good enough time for the payment to be made and properly credited by the payee (the Customer's counter-party) by the time it is due;
 - iv. If the System or the Customer's Facilities were not working properly;
 - v. If the money in the Customer's account is subject to legal process court order or other encumbrance restricting the payment or transfer;
 - vi. If the Customer does not give proper or complete instructions or the Customer does not follow the procedures applicable in requesting a payment or a transfer;
 - vii. If the Bank has reason to believe that the Customer or someone else is using the Service for fraudulent or illegal purposes;
 - viii. If a payment or a transfer request would consist of money deposited in a form or by a method that has not yet made the money available for withdrawal;
 - ix. If the payment or transfer request is in contradiction or conflict with other existing account agreements with the Customer.
- (2) If the Bank makes a timely payment or transfer but the payee nevertheless fails to credit the Customer's payment promptly after receipt, the Bank shall not be liable for any loss or damage suffered by the Customer as a result of such failure on the part of the payee.
- (c) The Bank shall not be liable to the Customer for any loss or damage (whether consequential or otherwise) in respect of:
- i. Any payment made on any withdrawal instrument to the Customer, any Authorized Signatory, any Agent or

any other third party as more particularly set out in Section 6.3;

- ii. The validity, authenticity, regularity or value of documents including but not limited to bills of lading, consignment notes, receipts, warrants, insurance policies, delivery orders or any documents relating to the Securities.

(d) Circumstances not within the Bank's reasonable Control.

The Bank shall not be responsible or liable for any loss suffered by the Customer should the Service be interfered with or be unavailable by reason of:

- i. any industrial action;
- ii. the failure of any of the Customer's Facilities; or
- iii. any other circumstances including, without limitation, or error, interruption, delay or non-availability of the System, equipment failure, loss of power and failure of any public or private telecommunications system.
- iv. "Force Majeure" including but not limited to fire, strike, insurrection or riot, floods, embargo, theft or burglary, communication failure, inordinate delays in transmission of communication or transportation, terrorism, war or the requirements of any civil or military authority.

The Bank, upon learning of its failure to perform any of its obligations as set out hereunder, due to matters beyond its reasonable control, shall provide reasonable notice to the customers.

- (e) Under no circumstances shall the Bank be liable to the Customer for any loss of profit or anticipated savings or for any indirect or consequential loss of whatever kind, howsoever caused, arising out of or in connection with the Service.
- (f) Except in respect of death or personal injury caused by the negligence of the Bank, the Bank shall be under no liability for any claim whatsoever in respect of any terms and conditions contained herein or their performance thereof or any transactions effected by the Bank in response to any Request unless the Bank has received notice in writing of any such claim from the Customer:
 - i. In the case of any claim relating to a transaction, within twenty-eight (28) days from the date of the alleged transaction on which such claim is based; and
 - ii. In all other cases within ninety (90) days of the date of the alleged action or inaction by the Bank on which such claim is based.

- (g) The Bank may at its discretion open Special Needs Accounts to be operated by or on behalf of persons who are illiterate, visually impaired or otherwise disabled and/or incapacitated but will not be held responsible for lack of proper infrastructure to accommodate such persons, nor will it be responsible for any Loss or damage suffered as a consequence thereof.

18. Variation

- (a) The Bank may vary these Terms and Conditions at any time subject to the requirements of any statute.
- (b) Notification of any such variation shall be given to the Customer either in writing or by publication thereof by such means as the Bank may select and a variation so effected shall be binding on the Customer.

19. Amendments

The Bank may amend these Terms and Conditions from time to time and/or publish Specific Terms and Conditions in relation to any new products and/or services (or otherwise) offered by the Bank from time to time and such amendments and Specific Terms and Conditions shall be notified to the Customer in writing and shall be binding upon the Customer as fully as if the same were contained in these terms and conditions.

20. Severability of Terms

- (a) Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- (b) If any term hereof shall become invalid, illegal or unenforceable, such term shall remain in suspension until such time as such term is substituted with a provision by the Bank, which as nearly as possible gives effect to the intentions expressed by such term but without thereby being invalid illegal or unenforceable.

21. Miscellaneous

- (a) No indulgence by the Bank in respect of any of its rights hereunder shall operate as a waiver of the Bank's rights nor shall it constitute a novation hereof.
- (b) The terms and conditions hereof supersede all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. For the avoidance of doubt, nothing herein shall vary, discharge or in any other way affect or prejudice any security granted by the Customer or any third party in favour of the Bank in relation to any obligations of the Customer which may arise

if any Request from the Customer hereunder is acted upon by the Bank.



or

Name of Customer Signature of Customer Date

- (c) If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of these terms and conditions.

21. Compliance with the Law

- (a) These Terms and Conditions are subject to applicable provisions of the prevailing applicable legislation as may be amended from time to time in United Republic of Tanzania, regulating loans and advances by banks and financial institutions.
- (b) In the event of any inconsistency between such statutory provisions and these Terms and Conditions, the statutory provisions shall prevail over and override these Terms and Conditions in the absence of any saving or exempting provision of law, and these Terms and Conditions shall be deemed to be amended as necessary so as to be in conformity with such legislation.

22. Governing Law & jurisdiction

The Application Form, these Terms Conditions and any other documents required to be executed by the Customer in connection with the Account, shall be governed by and construed in accordance with the laws of the United Republic of Tanzania and the Customer submits to the non-exclusive jurisdiction of the United Republic of Tanzania Courts.

23. Intention to Be Bound & Independent Legal Advice

- (a) The Customer, the Signatories and any Agent (and every other person connected to the Account) has executed these Terms and Conditions with the intention to be legally bound by the contents herein.
- (b) The Customer hereby agrees and confirms that they have read and understood these Terms and Conditions and have sought and obtained independent Legal and financial advice regarding the legal, tax, financial or other implication arising under these Terms and Conditions.

I/We hereby acknowledge that i/we have read the information present and hereby affix my/our signature(s) as evidence that i/we understand and undertake to comply observe and be bound by the said Terms and Conditions.

Director Signature Date

Director/Secretary Signature Date