



Stanbic Bank Tanzania Limited Unayo App General Terms and Conditions for Business Account

By accepting these terms and conditions (Terms) when you sign up for the Unayo Business Account and by continuing to use the Unayo App/USSD, you agree to these Terms and confirm that you are operating a registered business in united republic of Tanzania and capable of entering into a legally binding agreement.

Once you accept these Terms, all activity conducted on the UNAYO Platform or USSD following an Access Code having been entered will be regarded as authorised by You and intended to have legal force and effect.

The Customer agrees that their details should be uploaded on the Bank's Unayo account via the App or USSD.

The Customer further agrees to utilise the App or the USSD platform for business transactions which will include cash in, cash out and electronic funds transfers, bill payments etc.

The Customer hereby agrees to have read, agreed and abide by the terms set out in this Agreement.

1. Definition and Interpretation

- 1.1. **"Access Codes"** means any of the secret codes (letters and numbers) you use to gain access to the Services, including, for example: your card number, digital identity, PIN, username, and user password.
- 1.2. **"Account"** means an account opened by us in your name at your request;
- 1.3. **"Agreement"** means these general terms and conditions.
- 1.4. **App** means the Stanbic Bank Unayo App that is accessed on your Device and which requires you to provide Personal Information to us which will be Processed to provided transactions which include cash in, cash out and electronic funds transfer etc;
- 1.5. **"App Store"** the application store you use to download the App, which is run by the manufacturer of the Device you use, for example Apple (iOS) or Google Play (Android).
- 1.6. **"App Owner"** The Standard Bank of South Africa Limited, a public company registered as a bank in accordance with the laws of the Republic of South Africa.
- 1.7. **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;
- 1.8. **"Bank", "Stanbic Bank", "We", "Us" or "Our"** means Stanbic Bank Tanzania Limited (registration number 22443) a company duly incorporated with limited liability according to the laws of Tanzania Mainland and/or its successors in title or assigns;

- 1.9. **“Best Industry Practice”** means the exercise of such skill, diligence, prudence, foresight and judgement that would be expected from a highly skilled, experienced and reputed person engaged in the provision of services similar to the Services at a world-class level;
- 1.10. **“Business Account”** has the same meaning as Account;
- 1.11. **“Code”** means the U.S Internal Revenue Code of 1896 (as amended from time to time)
- 1.12. **“Constitutive Documents”** means, in the case of a company the memorandum of association, articles of association, certificate to commence business, certificate of incorporation and/or the memorandum of incorporation and registration certificate as the case may be, or in the case of close corporations, the founding statement, or in the case of a trust, the trust deed and letters of authority, or in the case of a partnership, the partnership agreement, if any;
- 1.13. **“Customer Contact Centre”** means the App call centre that is available 080075111 from 6am to 10pm Monday to Friday, and 8am to 4pm weekends and public holidays It can be accessed via email at tanzaniacc@stanbic.com
- 1.14. **“Customer”, “You”** and **“Your”** means any person who signs up for and uses the App and in whose name an Account is opened.
- 1.15. **“Device”** means the device you use to access the App, for example a smartphone, a tablet or any other similar technology.
- 1.16. **“Data”** means any data, including Personal Information, Processed by us in connection with this Agreement.
- 1.17. **“FATCA”** means Foreign Account Tax Compliance Act;
- 1.18. **“Intellectual Property”** means without limitation, includes all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with such inventions, patents, designs, trademarks, service marks and trade names; copyright, including all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers’ or developers’ notes, flow charts, memoranda and design documents); rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases, confidential information and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the above items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same;
- 1.19. **“Intellectual Property Rights”** means rights in and to Intellectual Property;
- 1.20. **“KFD”** means Key Facts Document;
- 1.21. **“KYC”** means Know your Customer;
- 1.22. **“Non-Participating Financial Institution”** has the meaning set out in the Code.
- 1.23. **“OTP”** means One-time Password;
- 1.24. **“Personal Information”** means Information about an identifiable natural person or, where applicable, legal entity, including information about race; gender; sex; pregnancy; marital status (including number of dependants); 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; identifying photograph; 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 private or confidential, 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 of that person, or if revealing the name itself would in turn reveal information about the person;

- 1.25. **"PIN"** means a confidential personal identification number used for Operating on your Account, including a customer selected PIN;
- 1.26. **"Processing"** means any operation or activity, automated or not, with regard to Personal Information, including changing; blocking; collation (gathering and arranging); collection; consultation; degradation (loss of information or a reduction of its quality); destruction; spreading 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;
- 1.27. **"Recalcitrant Account"** means any account with US indicia that has not provided any requested documentation evidencing the account holder's FATCA status or classification.
- 1.28. **"Services"** means the service performed on the App including but not limited to cash in cash out transactions etc;
- 1.29. **"SMS" means** Short Messaging Service;
- 1.30. **"Source Income"** means fixed or determinable annual or periodic income from sources within the US as defined in FATCA, US treasury regulation 1.1473-1(a)(2). Withholding Agent means a financial institution or bank empowered to withhold US Source Income in terms of an agreement with the US.
- 1.31. **"Stanbic Bank", "Bank", "We", "Us" or "Our"** means Stanbic Bank Tanzania Limited (registration number 22443) a company duly incorporated with limited liability according to the laws of Tanzania Mainland and/or its successors in title or assigns
- 1.32. **"Standard Bank Group"** means the group of companies comprised of Standard Bank Group Limited, its holding company and subsidiary companies and any subsidiary of its holding company (and their subsidiaries);
- 1.33. **"Standard Bank Group Limited"** means Standard Bank Group Limited, (Registration Number 1969/017128/06), a private company duly incorporated with limited liability according to the company laws of South Africa;
- 1.34. **"Terms"** means these terms and conditions for the Unayo App or USSD platform;
- 1.35. **"TIN"** Tax Identification Number;
- 1.36. **"Unayo App"** means the App that allows individuals to perform banking activities anywhere via their Device; and
- 1.37. **"USSD"** means Unstructured Supplementary Service Data
- 1.38. **"Withholding Agent"** means a financial institution or bank empowered to withhold US source of income in terms of an agreement with the US.

2. Requirements and Registration

- 2.1. You may register using USSD or you must download the App on your Device from your App Store and provide us with the following business information to enable us to create your business profile; contacts of each related party in the business, TIN, Constitutive and Documents. The checklist for each registered business will be available on the App for guidance of the documents and items required.
- 2.2. You must confirm that you have read, understood and accepted these Terms.
- 2.3. An OTP will be sent to the Customer via SMS or e-mail address to authenticate the contact details where you will input the same to proceed with the registration account application.
- 2.4. will take a turnaround time of a maximum of 48 hours for the account to be active between Monday to Friday.

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

Use of a Device 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).

4. The Customer's Business Accounts

- 4.1. By agreeing to these terms and conditions, the Customer shall be at liberty to operate a Business Account. The Customer will be expected to meet all KYC requirements for the Account.
- 4.2. The limits applicable to the Business Account are detailed in the KFD that shall be made available to the Customer and updated from time to time.
- 4.3. The Customer shall not pay any monthly management fees on the Business Account.
- 4.4. The Bank shall provide help content within the Unayo Platform replacing the need for face to face training. The Customer Contact Centre will be available for any other queries by dialling 0800751111 or email tanzaniacc@stanbic.com from 6am to 10pm Monday to Friday, and 8am to 4pm weekends and public holidays.

5. Fees and charges

- 5.1. The following Services shall attract fees according to the tier of Customer
 - 5.1.1. Electronic Funds Transfer (EFT) to another bank Account;
 - 5.1.2. Cash Out and
- 5.2. The Bank reserves the right to vary the applicable fees and charges on the services above through a formal revision of the KFD from time to time.
- 5.3. The Bank shall give notice to the Customer of such amendment to the fees and their effective date. The Bank will notify the Customer through various methods including but not limited to Short Messaging Service (SMS), email, letters, notices on ATM's, inside our branches, and any other means that the Bank may deem necessary from time to time.

6. The Service

- 6.1. It is your sole responsibility to familiarize with the operating procedures for the Service as will be provided by the Bank upon the registration to the Service. The Bank will not be liable for any losses incurred as a result of errors either of commission and/or omission.
- 6.2. You agrees 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.
- 6.3. The provision and the quality of the Service is subject to the availability of the connectivity used to access the Unayo App or USSD. 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.
- 6.4. We shall not be liable for any error which results in the provision of inaccurate information.
- 6.5. 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.
- 6.6. 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.
- 6.7. You undertakes to keep your registered Device and sim card safely. You must not leave registered Device/sim card unattended or permit any person access to the registered device/contact in such a manner that he may use it and/or the Unayo App or USSD, whether with or without your consent.
- 6.8. You must notify the Bank immediately of theft or loss of your mobile phone/ SIM Card, any unauthorized access to the Service or upon your discontinuation of the telephony service with your mobile service provider, through our Customer Contact Centre. The Bank shall not be held liable for any losses resulting from the loss of the simcard 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.
- 6.9. The Bank reserves the right to enhance the Services. The Bank will make all reasonable efforts to notify you of any changes or updates.
- 6.10. You must notify the Bank of any changes in your Account, mobile telephone number, e-mail, 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 and e-mail as contained in our records at any given time.

7. Sending and Processing Instructions

Your instructions to use the Device will be subject to the same/real time turnaround times and processing 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 Centre the instruction may lead to a double transaction for which we will not be held liable.

8. Rights and Obligations

8.1. You must comply with Applicable Law, we are also so obliged.

8.2. You must make use of the Services in accordance with the Terms and Conditions.

8.3. You must manage the Services within your own organisation, and you must manage all risks associated with the Services.

8.4. Upon becoming party to the Terms, you must tell us who within your organisation uses the Services and what their position in the organisation.

8.5. You must provide us with all Data, information and instructions relating to the Services when we ask you to do so.

8.6. When you provide us with Data, information or Instructions relating to the Services, you must provide it in the manner and form set out in the app or USSD

8.7. You must ensure that any Data, information or instructions that you provide to us relating to the Services is accurate and complete in all respects.

8.8. If we receive an instruction from you, we are not obliged to check the authenticity or integrity of any instruction that we receive or that the person giving us the instruction is authorised to do so as such person will authenticate on to the Unayo APP/USSD This will be the case even if the Instruction is a fraudulent one, unless it is proven that We clearly knew that the Instruction was fraudulent.

8.9. If we receive any Data, information, communication or instruction that goes outside of that which is provided for in the application of Unayo APP/USSD, We will be entitled (but not obliged) to ignore it.

8.10. We will be entitled (but in light of clause 8.18 will not be obliged) to act on all instructions received, including in the circumstances set out in clauses 8.8 and 8.9. When We carry out Your Instructions (including in the circumstances set out in clause 8.8 and the entire responsibility and liability for the effects of that

8.11. Instruction being carried out is Yours and not Ours. We will have no responsibility whatever for any harm that You may suffer as a consequence of Our carrying out any Instructions (including in the circumstances set out in clauses 8.7 and 8.8).

8.12. Depending on the stage of the transaction and if/or the beneficiary has acted upon the instruction, you agree that You may not be able to reverse any Instruction once it has been processed

- 8.13. You may not transfer any of your rights or obligations under these Terms without our prior written consent.
- 8.14. We warrant that We have the ability to perform the Services. This warranty promise is qualified by everything else that is set out in these Terms.
- 8.15. We will perform the Services and use reasonable efforts to keep the Services running but We will not have any responsibility towards You if the Services are unavailable for a period of time, due to a failure, power cuts, or malfunction in any equipment, electronic data terminal or network, unless it is as a result of Our negligence or willful misconduct. We will also not have any responsibility towards You if the Services are unavailable for a period of time due to a failure, of any third party systems.
- 8.16. We are entitled to reject any Instructions that are incorrect, incomplete or that do not comply with any of the terms of the Terms and Conditions.
- 8.17. Regardless of anything else set out in the Terms and Conditions, We will be entitled to refuse to carry out any Instruction for any legal, regulatory or compliance purposes (which shall include suspected money laundering, sanctions and fraud). If We decide not to carry out an Instruction, We will notify You of Our decision in that regard to the extent permitted by Law. You will never have any claim against Us in respect of Our refusing to carry out an Instruction in the circumstances contemplated in this clause 8.18.
- 8.18. If We reject any Instructions as set out in clause 8.17 or We refuse to carry out any Instructions as set out in clause 8.18, We will not have any responsibility to You in respect of Our rejection of or refusal to carry out, the Instruction. We will also not have any responsibility to You for any losses that You may suffer as a consequence.
- 8.19. Save for where the Bank is fraudulent, negligent or acts with willful misconduct, You agree that You will not have any claim against Us arising out of:
- 8.20. the unauthorised use of any of Your Access Codes;
- 8.21. any act or omission on the part of You, whether You intend it or whether it occurs in the context of Your being negligent, Your leading us to believe something that is not true, fraud on Your part, dishonesty on Your part or bad faith on Your part;
- 8.22. any claims, actions, losses, damages or costs that may be brought against Us as a result of Us acting on any Instruction to increase limits and/or lift fating as requested by You;
- 8.23. Your use, storage or loading of incorrect or incomplete creditor or debtor details. Any negotiation process (or legal claim) with or against an incorrect beneficiary shall as be between You and the relevant beneficiary. We shall have no involvement in such processes or claims. Furthermore, We shall not be obliged to disclose any Bank Account or other information other than by legal compulsion;
- 8.24. any losses or damages (including without limitation interest claims) suffered by You as a result of (without limitation):
- 8.25. Us complying with Law;
- 8.26. Your use of the Electronic Banking System;
- 8.27. Your failing to meet the Bank's cut-off times for the relevant Service;
- 8.28. Our acting on the instructions of any of You or Your authorized agent in relation to the Services; and/or
- 8.29. any fraud, theft or misappropriation of funds occasioned by Your use of the Services.
- 8.30. any circumstances beyond Our control such as (without limitation) uncontrollable natural forces, strikes or labour disputes, riots, civil commotion or unrest, any type of restriction imposed (or action taken) by a Sanctioning Body, or a governmental or statutory authority or any other third party.

9. Reversal of transactions

You acknowledge that We are entitled and required to reverse any payments collected on Your behalf, if the payment was erroneously credited to your account.

10. Hardware, Software, Communications

10.1. It is entirely Your responsibility to ensure that You have, maintain and secure the hardware, software and communication systems necessary for You to make use of the Services.

10.2. The only exception to clause 10.1 is where We have undertaken to provide, maintain or secure any particular hardware, software or communication systems.

10.3. We are not liable for the reliability of any third-party communication system through which the Service may be accessed unless We have both provided that system and undertaken in writing to maintain it.

10.4. You may not in any way copy or tamper with any part of the Unayo App/USSD

10.5. We make good faith efforts to ensure that the App and USSD platform is secure.

11. Access codes

11.1. In certain circumstances you may have Access Codes that will give you access to certain parts of the Unayo Business Bank account.

11.2. If You have any Access Codes, you must keep these secure and ensure that they do not come into the possession of any unauthorized people.

11.3. You must inform us immediately if any unauthorized person obtains knowledge of any Access Code.

11.4. If you inform us as referred to in clause 11.3, where possible, We may do any or all of the following:

11.4.1. disable the relevant Access Code;

11.4.2. reject all Instructions that are in any way related to that Access Code or the profile to which the Access Code relates;

11.4.3. suspend the processing of all unexecuted instructions of which you give us timely advice;

11.4.4. reverse, if possible, all executed Instructions going back to a date that We determine is a date that precedes the date upon which the unauthorized access to the Access Code first occurred.

12. 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 Contact Centre because for the first instruction may lead to a double transaction for which we will not held liable.

13. No offer, recommendation or solicitation

Unless clearly stated, all material on the Device 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.

14. Links to third party's communication systems

We will refer to the Device and the medium collectively as "the communication system" 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.

15. 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 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 Device, network or other information system.

16. 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. The Bank does 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.

17. Changes in the Law

The Bank may immediately amend the fees and charges if there is any change in law, statute, regulation, ruling, directive, policy or any similar event with which the Bank is obliged to comply resulting in an increase in cost to the Bank.

18. Commencement and Termination

18.1. These Terms are formed upon acceptance of the same shall come into force on the date the Customer accepts this document.

- 18.2. Notwithstanding anything to the contrary contained herein, either Party shall be entitled to terminate these Terms by giving 30 days prior notice.
- 18.3. The Bank shall be entitled to suspend or terminate this arrangement with the Customer in any of the following events:
- 18.4. Where the Customer breaches any term, representation, warranty, undertaking or condition of these Terms and Conditions;
- 18.5. Where the Customer makes an incorrect or false representation, warranty or undertaking to the Bank in relation to the Lite Account Bundle or the Pro Account Bundle that they are applying for;
- 18.6. the Customer acts in any way or an event or series of events occurs which, in the sole opinion of the Bank, might have a material and adverse effect on the Customer, or their ability to perform their obligations under these Terms and Conditions

19. Costs

- 19.1. where applicable, the Customer will pay all the fees, costs and charges referred to in this Agreement whose full details will be maintained in the KFD from time to time.
- 19.2. All other fees and charges will be payable in accordance with the Bank's standard tariff guide as amended from time to time.

20. Variation

- 20.1. The Bank may at its discretion be entitled to vary any of the terms and conditions from time to time on written notice to the Customer. The Bank will notify the Customer through various methods including but not limited to Short Messaging Service (SMS), email, letters, notices on ATM's, electronic platforms, notices inside the Bank and any other means that the Bank may deem necessary from time to time. However, any failure by the Bank to so advise the Customer shall not in any way prejudice the Bank's right to vary the terms and conditions.

21. Assignment

- 21.1. The Customer shall not be entitled to assign all or any part of their rights, obligations or benefits hereunder without the prior written consent of the Bank. The Bank by notice to the Customer assign all or any part of their rights, obligations or benefits hereunder.

22. General undertakings

- 22.1. The Customer undertakes as follows
 - 22.1.1. The Customer shall, immediately upon becoming aware of it, notify the Bank of any material litigation, arbitration or administrative proceedings pending or, to the best of its knowledge, information threatened against the Customer which may adversely affect the Customer's ability to honour any of the terms and conditions in this Agreement.

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23. Using and Sharing your Personal Information

- 23.1. 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.
- 23.2. You confirm that, if you give us Personal Information about or on behalf of other persons (including beneficiaries and dependants), you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information to, from and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 23.3. You give consent for us to Process your Personal Information:
 - 23.3.1. to offer products and services to you under these Terms, including but not limited to in the manner contemplated in clause 5, and provide any other products and services for which you may apply;
 - 23.3.2. so that we may carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (which includes improving existing products and services and developing new ones);
 - 23.3.3. in countries outside the country where the products or services are provided (which 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);
 - 23.3.4. 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 provide their services);
 - 23.3.5. within the Standard Bank Group.
- 23.4. You will find our Processing practices in the Bank's and our privacy statements. These statements are available on the Bank's websites or on request.
- 23.5. We may also use your Personal Information to:
 - 23.5.1. send you technical notices, updates, security alerts and support and administrative messages;
 - 23.5.2. respond to your comments, questions and requests;
 - 23.5.3. communicate with you about products, services, offers, promotions, rewards and events offered by us, and provide news and information we think will be of interest to you;
 - 23.5.4. personalise and improve the Services we provide you;
 - 23.5.5. meet the requirements of any Applicable Law, regulation or legal process;
 - 23.5.6. investigate fraud inside and outside the App and USSD platform;
 - 23.5.7. provide you with customer support when things go wrong;
 - 23.5.8. provide you with processing and tracking information regarding your transactions;

23.5.9. improve and build features and services you or other users may want;
and

23.5.10. offer products and services to you based on your financial or investment decisions, goals and aspirations which we Process from Data that you have provided to us through the App.

23.6. We will store and destroy your Personal Information in accordance with Applicable Laws.

23.7. Marketing

23.7.1. 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.

23.7.2. 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.

23.8.

24. Intellectual Property

24.1. The App is owned, registered and operated by the App Owner.

24.2. The App Owner owns and will continue to own the Intellectual Property Rights in and to the App (including any updates to it), and all content in it or sent to and from it.

24.3. Even if any content on the App is not confidential or there are no Intellectual Property Rights in it, the App owner owns the content and you have no rights in it.

24.4. We give you the right to use the App subject to these Terms and any other terms or conditions that may apply to you from time to time. Your right to use the App may be taken away at any time. Other persons will be allowed to use the App at the same time as you, but the profile you create on the App is for your exclusive use. You must not grant or transfer any rights of use or any other rights in respect of the App, the Intellectual Property Rights in it, or any content on it (including content belonging to third parties) to any other person.

24.5. You may only use the App in line with and for the purposes set out in these Terms, but not for any other purposes.

24.6. Your right to use the App and the Intellectual Property in it will start when you register for the App and will continue until it ends in line with these Terms.

24.7. You must not use the App or any Intellectual Property in it for any commercial gain.

24.8. You must not copy, adapt, modify, alter, de-compile, reverse-engineer, attempt to derive the source code of, create derivative works of or otherwise attempt to reproduce the App, the Intellectual Property in it, its content, its design, any updates to it, any proprietary features in or to it or any parts of it.

This also applies to any content belonging to third parties that is found on the App.

- 24.9. You must not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, or any other reference to the App.
- 24.10. We are not responsible (and you will compensate us and/or the App Owner, as the case may be) for any actions, claims, costs, demands, expenses or other liabilities that we or the App Owner suffer in connection with your unauthorised use of the App or any Intellectual Property Rights in it.
- 24.11. The rights and benefits in this clause 24 that are for the benefit of the App Owner, may be accepted by the App Owner at any time;

25. Data Protection

- 25.1. The Parties acknowledge and agree that all Data provided by the Bank to the Customer, or to which the Customer may be exposed, shall constitute Confidential Information and where applicable, Intellectual Property belonging to the Bank.
- 25.2. The Customer hereby warrants, represents and undertakes in favour of the Bank that:
 - 25.2.1. it shall at all times strictly comply with all Applicable Laws and with all the provisions and requirements of any of the Bank's data protection policies and procedures which may be in force from time to time;
 - 25.2.2. it shall not, at any time Process Data for any purpose other than with the express prior written consent of the Bank, and to the extent necessary to provide the Services to the Bank; and
 - 25.2.3. it shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which Data is Processed as part of providing the Services, shall at all times be of a minimum standard required by all Applicable Laws and be of a standard no less than the standards which are in compliance with the Best Industry Practice for the protection, control and use of Data.
- 25.3. The Customer shall take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of Data and the unlawful access to or Processing of Data. The measures taken must at all times be of a minimum standard required by all Applicable Laws and be of a standard no less than the standards which are in compliance with Best Industry Practice for the protection, control and use of Data.
- 25.4. The Customer shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under the Customer's possession or control and establish and maintain appropriate safeguards against any risks identified. The Customer shall regularly verify that the safeguards are effectively implemented and keep a record of such verification. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards. Records kept must be available for inspection on 7 (seven) days' notice, upon notice in writing from the Bank.
- 25.5. The Customer shall immediately notify the Bank (i) of any risks posed to Data that it has identified; (ii) of the safeguards established by the Customer to mitigate the impact of the risks; and (iii) that the safeguards have been effectively implemented.

25.6. The Customer shall notify the Bank of any security compromises or suspected security compromises of which it becomes aware or suspects, immediately on becoming so aware or forming such a suspicion.

25.7. The Customer acknowledges and agrees that any breach of its obligations under this clause shall be deemed a material breach of these Terms.

26. Representations and Warranties

26.1. **The Customer represents and warrants to the Bank that:-**

26.1.1. It has the legal capacity to execute this Agreement;

26.1.2. No steps been taken or are, to the best of the Customer's knowledge, threatened against the Customer to be declared bankrupt, no action or litigation is pending or, to the best of the Customer's knowledge, threatened against the Customer which could reasonably have a material adverse effect on the Customer as a person and their financial condition;

26.1.3. There are no material facts or circumstances in respect of the Customer, their affairs, business and operations which have not been fully disclosed which would be likely to adversely effect the decision of the Bank to enter into this Agreement with them;

27. Anti-bribery and Corruption

27.1. The Customer will adhere to relevant anti-corruption legislation;

27.2. The Bank must have the right to report a violation or suspected violation of anti-corruption legislation to the relevant regulatory body or law enforcement agency, and subsequently act according to the guidance of such authorised body or agency. The guidance may include the transaction not being processed until conclusion of the investigation, account activity being suspended, or accounts being closed. The client must explicitly indemnify the group or its entities against any actions, proceedings, claims and/or demands that may be brought against the group or its entities; as well as against losses, damages, costs and expenses which the client/counterparty may incur or sustain in connection with the seizure, blocking or withholding of any funds by an authorised body; and

27.3. The Bank shall have the right to terminate the Terms if the Bank has reasonable grounds to suspect that the Customer has violated anti-bribery and corruption legislation.

28. Disclaimer of warranty and Limitation of Liability

28.1. **Except** as specifically provided in these terms, or otherwise required by law, the Customer agrees that the Bank's officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement, including loss of profits, revenue, data or use by the Customer or any

third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

28.2. The Customer indemnifies and hold harmless the Bank from every liability, claim, action, cause of action judgment, loss, expense, or cost whatsoever (including but not limited to reasonable attorney's fees and court costs) arising from or in any way related to or resulting from any claims in relation to fraud and/or negligence on the Customer's part or the part of his/her employees, servant or agents' own doing.

28.3. Without derogating from the generality of the above, we are not liable for:

28.4. Any damages you suffer as a result of a compromise of your access codes;

28.4.1. Any interruption, malfunction, downtime or other failure of the communication system, third party system or any component part thereof for whatever reason;

28.4.2. Any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of the Unayo Platform, USSD platform, third-party systems, power failures, unlawful access to or theft of data, destructive code on the Bank system or third-party systems and programming defects;

28.4.3. 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

28.5. Any event over which we have no direct control.

29. Breach

29.1. We may terminate your access to the Unayo App 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 Terms.

30. Material Adverse Change

30.1. In the event that a Material Adverse Change has occurred, the Bank reserves the right to change, suspend or stop the services herein at any time with reasonable notice to the Customer. "Material Adverse Change" shall mean an adverse change in the financial position or condition of the Customer which, in the Bank's opinion, is material.

31. Governing Law and Jurisdiction

31.1. These general terms and conditions and the agreement constituted by the Customer's acceptance of the same shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

32. Dispute Resolution

The courts of Tanzania shall have jurisdiction to settle any disputes which may arise in connection therewith without prejudice to the non-exclusive right of the Bank to institute proceedings against you in respect thereof in any other jurisdiction.

33. Sanctions Law, Un Sanction Laws, Sanctions List And/ Or Un Sanctions List

33.1. The Customer warrants that they are not in violation of any Sanction Laws and any UN Sanction Laws or does not appear on any UN Sanctions List and the Sanctions List.

33.2. For purposes of this clause:

33.2.1.1. "**Sanctions Laws**" shall mean any anti-terrorism laws, export control and economic sanctions laws and regulations issued by any sanctioning body.

33.2.1.2. "**UN Sanction Laws**" shall mean any anti-terrorism, export control and economic sanctions laws and regulations issued by the United Nations Security Council or its committees pursuant to any resolution under chapter VII of the United Nations Charter or any domestic laws or regulations implementing the same.

33.2.1.3. "**UN Sanctions List**" shall mean any list promulgated by the United Nations Security Council or its committees pursuant to any resolution under Chapter VII of the United Nations Charter.

33.2.1.4. "**Sanctions List**" shall mean the 'Specially Designated Nationals and Blocked Persons' list maintained by the office of Foreign Assets Control of the Department of Treasury of the United States America, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury, or any list replacing any of the foregoing lists.

33.3. The Customer hereby undertakes to notify the Bank if they become the subject of a sanction's investigation

33.4. The Bank reserves the right to terminate the Agreement should the Customer–

33.4.1.1. Become the subject of sanctions established by the a recognized sanctioning body and/or

33.4.1.2. Acts to, directly or indirectly, benefit any party against whom sanctions have been established by a sanctioning body

33.5. The Customer hereby undertakes to indemnify and holds the Bank harmless against actions, proceedings, claims and/or demands that may be brought against the Bank and losses, damages, costs and expenses which the Bank may incur or sustain, in connection with or arising out of;

33.5.1. The seizure, blocking or withholding of any funds by any Sanctioning Body and/or

33.5.2. Conduct or activity on its part, or that of its parent or substantial shareholder, surety and/or guarantor that directly or indirectly benefits any party against whom sanctions have been established by any Sanctioning Body from time to time.

34. FATCA Clause

34.1. As part of the Bank obligations in regard to United States' (**US**) Foreign Account Tax Compliance Act (**FATCA**), financial institutions and the Bank's, including the Bank are required to obtain the Customer's tax related information to determine whether the Customer's account is a US Account, account held by a Recalcitrant Account holder, or Non-Participating Financial Institution or the Bank.

34.2. The Customer provides the Bank with consent to:

34.2.1. obtain from the Customer such tax related information as is necessary and in the format determined by us to determine whether you fall within any of the above categories, in which case your demographic and transactional data (as determined from time to time by the US Internal Revenue Service ("IRS")), will be reportable by us to the US Internal Revenue Service;

34.2.2. Disclose the Customer's information Withholding Agents if and when required as per the FATCA regulations;

34.2.3. Withhold on any payments of US Source Income received by the Customer to the extent not already done by any other Withholding Agent (note that the maximum withholding that may apply to impacted US source income under FATCA is 30%); and

34.2.4. Close, block or transfer (to one of our related entities) the Customer's account within 90 days of a request for your tax related information (in the format determined by us), being outstanding."

35. Compliance

35.1. We are required by Law to request certain information about you and any persons related or associated to you, and to verify that information with documents which we will request from you when we believe it is necessary or appropriate.

35.2. If you do not comply with our requests or if you do not furnish the information or documents, we may refuse any application which you have made to us, or we may immediately close your Account.

35.3. If at any time, we suspect that your Account is no longer compliant with Law, we may prevent transactions from being initiated or processed until your Account is fully compliant with the Applicable Law.

36. Right to Channel the Complaints to the Bank and to escalate unresolved complaints to the Bank of Tanzania

36.1. The procedure for lodging complaints can be accessed on the Bank's website and any of the Bank's branches.

36.2. To make it as convenient as possible, the following are ways of sending a complaint to ensure that it can be heard:

- i. Submit your complaint online to tanzaniacc@stanbic.com ;
- ii. Call the Customer Contact Centre toll free line on 0800 751111 or;
- iii. Put your complaint in writing and post it to:

The CCC Manager,
Stanbic Bank Tanzania Limited,
Stanbic Centre,
Pot 99A,
Corner of Ali Hassan Mwinyi/Kinondoni Road,
P.O. Box 72647,
Dar es Salaam.

36.3. If you are unsatisfied with our response to your question or complaint you are free to escalate the issue to TanzaniaCCCEscalations@stanbic.com

36.4. Should your complaint not be resolved within the timeframe for resolving customer complaints as prescribed in the Bank of Tanzania Financial Consumer Protection Regulation, you may lodge your complaint to the Bank of Tanzania by writing to:

Bank of Tanzania,
Complaints Resolution Desk,
Office of the Secretary to the Bank,
2 Mirambo Street,
PO Box 11884,
Dar es Salaam.