



Stanbic Bank Tanzania Limited General Terms and Conditions for Merchant

By accepting these terms and conditions (Terms), together with the Agency Banking Agreement, the Merchant agrees that their details should be uploaded on the Bank's App (known as Unayo App) and the Merchant shall act as a point of presence for the Bank in the location it operates from as agreed with the Bank from time to time.

The Merchant further agrees to facilitate transactions for the Bank's Customers, including cash in, cash out and voucher payments. This facilitation will be at a commission whose details are in these Terms and Conditions and in the Key Facts Document (KFD) which is available to the Merchant.

The Merchant hereby agrees to 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. "**Agency Banking**" means the business of engaging an Merchant for the purpose of providing banking services to the customers of a bank or financial institution on behalf of that bank or financial institution under a valid agency agreement in accordance with the Agency Banking Guidelines.
- 1.4. "**Agency Banking Agreement**" means an agreement concluded between the Bank and the Merchant for carrying on the Agency Banking Services;
- 1.5. "**Agency Banking Guidelines**" means the Guidelines on Agent Banking for Banks and Financial Institutions, 2017 as issued by the BoT (as the same may be amended, supplemented, varied, and/or replaced from time to time).
- 1.6. "**Agency Banking Services**" shall the same meaning as Agency Banking;
- 1.7. "**App Store**" means 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).
- 1.8. "**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.

- 1.9. **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;
- 1.10. **“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;
- 1.11. **“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
- 1.12. **“Code”** means the U.S Internal Revenue Code of 1896 (as amended from time to time);
- 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. **“Merchant” “You” and “Your”** means a supplier of goods or services contracted by the Bank to carry out Agency Banking Services on behalf of the Bank under a valid Agency Banking Agreement and a person who signs up for and uses the Unayo App or USSD to provide such Services;
- 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. **“Merchant”**;
- 1.23. **“Merchant Account”** means an Account that you will operate the Agency Banking Services;
- 1.24. **“Merchant Saving Account”** means an Account that is interest bearing and with specific agreement in place in terms of its duration;
- 1.25. **“Non-Participating Financial Institution”** has the meaning set out in the Code;
- 1.26. **“OTP”** means One-time Password;
- 1.27. **“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.
- 1.28. **“PIN”** means a confidential personal identification number used for operating on your Account;
- 1.29. **“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.
- 1.30. **“Recalcitrant Account”** means any account with US indicia that has not provided any requested documentation evidencing the account holder’s FATCA status or classification.
- 1.31. **“Savings Account”** means an account that is interest bearing and with specific agreements in duration;

- 1.32. **“Services”** means the service performed on the App including but not limited to cash in cash out transactions etc
- 1.33. **“SMS” means** Short Messaging Service;
- 1.34. **“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.
- 1.35. **“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)
- 1.36. **“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
- 1.37. **“Terms”** means these terms and conditions for the Unayo App or USSD platform;
- 1.38. **“U.S”** means United States;
- 1.39. **Unayo App** means the App that allows individuals to perform banking activities anywhere via their Device;
- 1.40. **“USSD”** means Unstructured Supplementary Service Data; and
- 1.41. **“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 Personal Information to enable us to create your profile: your name, email address, mobile phone number, country of residence, take a selfie photo and a video, and any other KYC information that we may request.
- 2.2. You must sign the Agency Banking Agreement and submit the same through the App.
- 2.3. You must confirm that you have read, understood and accepted these Terms.
- 2.4. An OTP via SMS or email address will be sent to you to authenticate the contact details where you will input the same to proceed with the registration

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 Merchant Account

- 4.1. By agreeing to these terms and conditions, the Merchant shall be at liberty to operate either the Merchant Account or the Savings Account. The Merchant may also elect to operate both the Merchant Account and the Savings Account.
- 4.2. The limits applicable to either the Merchant Account or Savings Account are detailed in the Key Facts Document that shall be made available to the Merchant from time to time.
- 4.3. The Merchant shall not pay any monthly management fees on either the Merchant wallet or Savings Account.
- 4.4. The Merchant wallet or Savings Account shall accrue interest on the residual balance at an annual rate therein
- 4.5. The Merchant shall earn commission for services rendered i.e. cash in or cash out, selling of value-added services such as airtime, electricity etc
- 4.6. The Bank shall train the Merchant on the operations of the Unayo platform as well as the Merchant Wallet and the Savings Account.

5. Fees and charges

- 5.1. **Further** to clause 4.2 above, the following Services shall attract fees according to the tier of the Merchant:
- 5.2. Electronic Funds Transfer (EFT) to another bank Account.
- 5.3. The following services shall not attract any fees
 - 5.3.1. Unayo Inter-account transfers;
 - 5.3.2. Unayo to Unayo Send Money;
 - 5.3.3. EFT to Stanbic Bank Account;
 - 5.3.4. Cash in;
 - 5.3.5. Cash Out; and
 - 5.3.6. Unayo to Unayo payment processing.
- 5.4. The Bank reserves the right to vary the applicable commission, fees and charges on the services above through a formal revision of the KFD from time to time.
- 5.5. The Bank shall give notice to the Merchant of such amendment to the Commission and fees and their effective date. The Bank will notify the Merchant through various methods including but not limited to the media notices inside the Bank 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 yourself with the operating procedures made available to you through different channels of the Bank for the Service as will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred as a result of your errors either of commission and/or omission.
- 6.2. you agree and undertake to be bound by and to comply with all of the procedures as may be issued by the Bank from time to time. The Bank shall not be bound by or obligated to take any actions on any instructions which do not properly comply with the procedures and the Bank may reject such non-compliant Instructions.
- 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 the 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 undertake to keep your Device safely. You must not leave your Device unattended or permit any person access to your Device in such a manner that he may use it and/or the Unayo App, 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

7.1. Your instructions to use the Device will be subject to the same 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. Access code protection and irregularities

8.1. 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.

9. Once you ask us to disable an Access Code we have the right to:

- i. Suspend the processing for all instructions not yet executed, unless requested otherwise.
- ii. Reverse (if possible) all executed transactions from such date and time as we may reasonably determine the unauthorised use to have commenced: and
- iii. De-activate the access code without further notice.

10. There will never be a reason for any person, including a member of our staff or Customer Contact Centre, to know or ask for your access code. Do not give your access code to these persons, regardless of whether you called them or they called you. You must let us know immediately if you discover an error or irregularity. You can report any errors to our Customer Contact Centre

11. 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.

12. 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.

13. 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.

14. 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

15. Changes in the Law

15.1. **The** Bank may immediately amend the commission structure or 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. The Bank will notify the Merchant 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

16. Commencement and Termination

- 16.1. These Terms are formed upon acceptance of the same shall come into force on the date the Merchant executes this document.
- 16.2. Notwithstanding anything to the contrary contained herein, either party shall be entitled to terminate these Terms by giving 30 days written prior notice.
- 16.3. The Bank shall be entitled to suspend or terminate this arrangement with the Merchant in any of the following events:
- 16.4. Where the Merchant breaches any term, representation, warranty, undertaking or condition of these Terms;
- 16.5. Where the Merchant makes an incorrect or false representation, warranty or undertaking to the Bank in relation to the Merchant Account or Savings Account that they are applying for;
- 16.6. Where the Merchant becomes insolvent, or commits an act or acts of bankruptcy or is provisionally or finally sequestrated, or is provisionally or finally wound up, or is unable to pay its debts as they become due, or is placed under receivership or under provisional or final judicial management, or enters into a compromise or scheme of arrangement with its creditors;

16.7. The Merchant 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 Merchant's business, or its ability to perform its obligations under these Terms where an attachment, execution or other legal process is levied, enforced, issued against any assets of the Merchant

17. Costs

17.1. Where applicable, the Merchant 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.

17.2. All other fees and charges will be payable in accordance with the Bank's standard tariff guide from time to time.

18. Variation

18.1. **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 Merchant. The Bank will notify the Merchant through various methods including but not limited to the media, electronic platforms, notices inside the Bank and any other means that the Bank may deem necessary from time to time.

19. Assignment

19.1. **The** Merchant 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 Merchant assign all or any part of their rights, obligations or benefits hereunder.

20. General undertakings

20.1. **The** Merchant undertakes as follows:

20.1.1. **The** Merchant 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 Merchant which may adversely affect the Merchant's ability to honour any of the terms and conditions in this agreement.

21. Using and Sharing your Personal Information

21.1. 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.

21.2. 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.

21.3. You give consent for us to Process your Personal Information:

- 21.3.1. 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;
 - 21.3.2. 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);
 - 21.3.3. 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);
 - 21.3.4. 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);
 - 21.3.5. within the Standard Bank Group.
- 21.4. 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.
- 21.5. We may also use your Personal Information to:
- 21.5.1. send you technical notices, updates, security alerts and support and administrative messages;
 - 21.5.2. respond to your comments, questions and requests;
 - 21.5.3. 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;
 - 21.5.4. personalise and improve the Services we provide you;
 - 21.5.5. meet the requirements of any Applicable Law, regulation or legal process;
 - 21.5.6. investigate fraud inside and outside the App and USSD;
 - 21.5.7. provide you with customer support when things go wrong;
 - 21.5.8. provide you with processing and tracking information regarding your transactions;
 - 21.5.9. improve and build features and services you or other users may want; and
 - 21.5.10. 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.
- 21.6. We will store and destroy your Personal Information in accordance with Applicable Laws.

21.7. Marketing

21.7.1. you hereby consent to the Bank sharing your Data and Confidential Information within the Standard Bank Group if necessary, for purposes of marketing and rendering services to you.

21.7.2. 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.

22. Intellectual Property

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

22.2. 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.

22.3. 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.

22.4. 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.

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

22.6. 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.

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

22.8. 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.

22.9. You must not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, or any other reference to the App.

22.10. 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.

- 22.11. The rights and benefits in this clause 22 that are for the benefit of the App Owner, may be accepted by the App Owner at any time;

23. Data Protection

23.1. The Parties acknowledge and agree that all Data provided by the Bank to the Merchant, or to which the Merchant may be exposed, shall constitute Confidential Information and where applicable, Intellectual Property belonging to the Bank

23.2. The Merchant hereby warrants, represents and undertakes in favour of the Bank that:

23.2.1. 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;

23.2.2. 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

23.2.3. 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.

23.3. The Merchant 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.

23.4. The Merchant shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under the Merchant's possession or control and establish and maintain appropriate safeguards against any risks identified. The Merchant 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.

23.5. The Merchant shall immediately notify the Bank (i) of any risks posed to Data that it has identified; (ii) of the safeguards established by the Merchant to mitigate the impact of the risks; and (iii) that the safeguards have been effectively implemented.

- 23.6. The Merchant 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.
- 23.7. The Merchant acknowledges and agrees that any breach of its obligations under this clause shall be deemed a material breach of this Agreement.

24. Representations and Warranties

24.1. **The Merchant represents and warrants to the Bank that: -**

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

24.1.2. It has the capacity to perform the Services;

24.1.3. It is not insolvent nor has any steps been taken or are, to the best of the Merchant's knowledge, threatened against the Merchant to be declared bankrupt, no action or litigation is pending or, to the best of the Merchant's knowledge, threatened against the Merchant which could reasonably have a material adverse effect on the Merchant as a person and their financial condition;

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

25. Anti - Bribery and Corruption.

25.1. The Merchant will adhere to relevant anti-corruption legislations;

25.2. 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 Agent 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

25.3. The Bank shall have the right to terminate the Agreement if the Bank has reasonable grounds to suspect that the Agent has violated anti-bribery and corruption legislation.

26. Disclaimer of warranty and Limitation of Liability

26.1. **Except** as specifically provided in these terms, or otherwise required by law, the Merchant 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 Merchant or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

26.2. The Merchant 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 Merchant's part or the part of his/her employees, servant or agents' own doing.

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

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

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

26.3.3. Any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of the Unayo 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;

26.3.4. 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

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

27. Breach

27.1. 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 Agreement

28. Material Adverse Change

28.1. 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 Merchant. "Material Adverse Change" shall mean an adverse change in the financial conditions, results and operations or business of the Merchant which, in the Bank's opinion, is material.

29. Governing Law and Jurisdiction

These Terms constituted by the Merchant's acceptance of the same shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

30. Dispute Resolution

- 30.1. 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.

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

- 31.1. The Merchant warrants that either it, its parent or substantial shareholder, surety and/or guarantor is 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.

- 31.2. For purposes of this clause:

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

31.2.2. **“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.

31.2.3. **“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.

31.2.4. **“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.

- 31.3. The Merchant hereby undertakes to notify the Bank if either it, its parent or substantial shareholder, surety and/or guarantor becomes the subject of a sanction’s investigation

- 31.4. The Bank reserves the right to terminate the agreement should the Merchant, its parent or substantial shareholder, surety and/or guarantor –

31.4.1. become the subject of sanctions established by the a recognized sanctioning body and/or

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

- 31.5. The Merchant 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 Stanbic Bank may incur or sustain, in connection with or arising out of;

31.5.1. the seizure, blocking or withholding of any funds by any Sanctioning Body and/or

31.5.2. 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.

32. FATCA Clause

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

32.2. The Merchant provides the \Bank with consent to:

32.2.1. obtain from the Merchant 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;

32.2.2. Disclose the Merchant's information (as referred to in paragraph (a) above) to Withholding Agents if and when required as per the FATCA regulations;

32.2.2.1. Withhold on any payments of US Source Income received by the Merchant 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

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

33. Cooling off Period

33.1. This Section 33 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

33.2. You may withdraw an offer to enter into a contract with us, or cancel a contract entered into with us, at any time within the period:

(a) beginning upon the submission of your offer; and will also be governed by our policies and procedures.

(b) ending at the end of 10 calendar days after the day on which the contract is entered into, subject to clause 33.3 below. You do not have to give any reason for your withdrawal or cancellation.

33.3. You agree that we may begin the provision of services before the expiry of the period referred to in clause 33.2 above, and you acknowledge that, if we do begin the provision of services before the end of that period, then:

(a) if the services are fully performed, you will lose the right to cancel referred to in clause 33.2 above;

(b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this clause 13.

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

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

34.2. 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.

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

34.4. 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,
P.O. Box 11884,
Dar es Salaam.