

GENERAL TERMS AND CONDITIONS FOR ACCOUNT OPENING & ACCOUNT/OTHER OPERATIONS

Introduction:

This is an agreement between the Customer and CRDB Bank Public Limited Company (herein after referred to as “CRDB”) establishing the terms and conditions for use of Services (the Terms). By signing these Terms, and applying for opening and operating an Account; the Customer confirms to have read, understood, accepted, and is ready to be bound by these Terms.

In addition, any relevant specific terms and conditions, and the fees set out in Tariff Guide applicable at the time will apply. In the event of any conflict between the Terms and any specific terms, conditions and information related to any particular product/account or service, the relevant specific terms and conditions will prevail.

CRDB will have the absolute discretion to amend or supplement the Terms and any specific terms and conditions (including rates of interest and any charges) at any time. The Customer will be notified of any such changes as stated under clause 32

Glossary/Definitions:

Below are the definitions of key terms used in these Terms and conditions.

"Singular" shall include the **"Plural"** and vice versa, and **masculine** shall include **feminine** and vice versa throughout the terms and conditions.

- a) **"Account"** means an account opened on customer's request in accordance to the Bank's requirements and Country Laws.
- b) **"Agent"** means a point of contact or interaction between the customer and the Bank through the banks distribution network including but not limited to CRDB Bank Branches centres, Mini-Services centres, CRDB ATMs, and CRDB Branch on Wheels.
- c) **"ATM"** means an automated teller machine.
- d) **"Authentication"** The process of proving that a person is who they claim to be. Digital authentication generally involves a person electronically presenting one or more “factors” or “authenticators” to “assert” their identity—that is, to prove that they are the same person to whom the identity or credential was originally issued. These factors can include something a person is (e.g., their fingerprints), knows (e.g., a password or PIN), has (e.g., an ID card, token, or mobile SIM card), or does (e.g., their handwriting, keystrokes, or gestures)
- e) **"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.
- f) **"Biometrics"** Physical or behavioral attributes of an individual, including fingerprints, irises, facial images, gait, signatures, keystrokes, etc.

- g) **"Biometric Authentication"** is a user identity verification process that involves a biological input or the scanning or analysis of some part of the body, which includes but not limited to Fingerprint scanning (known as Quick Touch), Face ID and Voice ID.
- h) **"Biometric identification"** Digital biometric identification involves comparing a template generated from a live biometric sample to a previously stored biometric in order to determine the probability that they are a match.
- i) **"Card"** means all brands of Electronic Cards issued by the Bank on customer's request for use in connection with services provided by the Bank, which, and can be used in Tanzania and outside Tanzania.
- j) **"Cardholder"** means a person to whom the CRDB card has been issued.
- k) **"Customer"** means the undersigned overleaf, and shall include any person or persons, firm or corporate body.
- l) **"Identification number (ID)"** is the system-generated code sent to you by CRDB Bank PLC for use during the entire operations of internet banking services
- m) **"Internet banking services"** internet banking refers to a banking service delivery channel that allows bank customers to access accounts information and perform various transactions over the internet.
- n) **"Main Agent"** means a business centre for customers to complete their KYC registration and acquire cash in, cash out, cash transfer, and payment services.
- o) **"Merchant"** means any retail outlet that accepts Cards for payment of goods and or services.
- p) **"One-time key"** means the key which will be sent to the user mobile number and will be used every time a user attempts to login
- q) **"Password"** is the system-generated code sent to the customer by CRDB bank PLC for use during the initial sign-on, or the codes you select after the initial sign-on that establishes your connection to the service
- r) **"PIN"** means a Personal Identification Number required to gain access to relevant account to give transaction instruction. This is a secret code to the cardholder.
- s) **"Regular Agent"** means a business centre for customers to acquire cash in, cash out, cash transfer, and payment services
- t) **"Super-Agent"** means a center for Agents to buy or sell e-value in bulk/wholesale in the bank's branch outlet networks across the country.
- u) **"The Bank"** means CRDB Bank PLC.

*The official languages in all written or spoken communication between the bank and customer shall be English and/or Kiswahili.

Clause 1:

Deposit Accounts Operations & Relations

a) Duty of Care in Executing Orders

The customer undertakes to exercise reasonable care in executing orders (written, electronic or otherwise) so as not to mislead the bank or make forgery easy and to act honestly towards the bank.

b) Duty of care of affairs / accuracy in own account(s)

The customer undertakes to take care of the affairs in his account(s) including but not limited to account balance, transaction, charges, and fees and inquire/confirm the same by visiting our branch/office/call center by letter, email or phone call. The customer is entitled to get such account/transaction/fees or charges information verbally or in written form and the customer is entitled/encouraged to make a formal complaint if not satisfied with the information/details or manner such information was offered/denied or delayed.

c) Duty of Care in Making Endorsements

The customer undertakes to be careful in making endorsements on Bills of Exchange, Promissory Notes, Cheques and other negotiable instruments drawn and paid to the customer / bank / third party and to bind the customer on all agreements or indemnities in connection with the issue of Letters of Credit, Drafts, Bills, Promissory Notes, Fund Transfers (SWIFT, TISS or any other).

d) Interest Application

The Bank may accrue interest on daily basis and apply on accounts depending on the type of account.

e) Customer's Instructions

By opening an account, the Customer mandates the Bank to honor and debit his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn, accepted or made out by him/her, and to carry out any instructions he/she may give in connection with his/her account notwithstanding that any such debiting or carrying out instructions may cause his/her account to overdraw. By honoring such transactions (that makes customer account to overdraw), the bank has the right to debit customer's account by fee applicable to such type of transaction(s).

f) Bank as collecting Agent

The Bank acts only as the Customer's collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Proceeds of cheques or other instruments deposited are not available for withdrawal until collected by the Bank. The Bank reserves the right to debit the customer's account by money that may have been exceptionally credited with an item subsequently unpaid on collection notwithstanding that the item in

question has surpassed the clearing period or amount that have been credited to the customer's account erroneously.

g) Reservations on Deposits

Any deposit made in the customer's account other than cash payments will be credited to the account subject to receipt of the funds by the Bank. This also applies to deposits made by cheques drawn on other accounts within the Bank, including accounts with other Banks paying the cheque. The reservation applies even if it has not been stated on the receipt or credit advice.

h) Cash Withdrawals and Transfers

- ii) Cash withdrawals and transfers may be made by the customer at our branches or alternative channels (ATMs, POS, Mobile Banking, Internet Banking and other means of similar nature) on demand upon customer's request.
- i) The Bank has the right to debit customer's account with amounts of any nature made by the customer through Bank's own delivery channels and/or those done outside the Bank's network.

i) Noting and Protesting

The Bank shall not be liable in any way to the customer for having honored even negligently any transaction or cheque with the signature or content of which has been forged or found fraudulent if: -

- i.) The customer has facilitated such fraudulence or forgery either by failure to comply with any of the condition **Or**
- ii.) There has been a previous forgery of any cheque of the customer without the customer having objected to the first statement of account, which debited such cheque as provided in clause 16. **Or**
- iii.) The forgery or fraudulence has been perpetrated by an employee, servant, agent, contractor or sub-contractor of the customer.

j) Overdrawn account

If it happens that, the customer's account overdraws by customer taking excess funds than correct entitlement, the Bank reserves the right to charge fees for the excess amount and customer shall be obliged to settle the excess amount including the fee charged in full.

k) Stop payment order

The Bank will not accept verbal stop payment orders in the event of loss or theft of a cheque or bankruptcy or death of the holder. Orders must always be in writing (Physical mail) regardless of whether the customer is in / out of the country.

l) Fees

- i) The Bank shall have the right, to debit the Customer's account in recovery of all expenses, all fees, interests, commissions, taxes and stamp duties paid or incurred on

his behalf, or charges, including interest, levied as a consequence of any dealings between the Bank and Customer.

- ii) The Bank reserves the right to levy service fees at such general rates and intervals as the Bank shall determine from time to time, such service fees shall be displayed on the notice board in the Banking hall.

Clause 2:

Authorized Signatories

The Bank will rely on specimen signatures provided by the customer or person(s) authorized to operate the account within the specified mandates.

Clause 3:

Account Security

- a) The Customer will be solely responsible for the safe keeping and the confidentiality of the statement of the Account, balance confirmation certificate, Password/Access code and such other item relevant or pertaining to the Account, and do utmost efforts to prevent the loss of and /or use of the same by any third party.
- b) The Customer shall keep CRDB informed immediately upon becoming aware that either the Card/Token (as the case may be) is lost/stolen or any of the Password/Access Codes is compromised. Any oral notification (0755197700) must be confirmed in writing within 24 hours. The Customer shall be liable in respect of any Transaction or instruction(s) prior to receipt of notification by CRDB.
- c) The Customer shall bear consequential losses resulting from failure to safeguard their Account details/Access/Password Codes/Card/Token. CRDB will not be liable for any Customer disclosure of account details/information/Access Codes/Password to any third party arising out of/in connection to their Transactions. In case of a dispute as to the effective time the report was made, the date and time of receipt of written confirmation shall be conclusive evidence to be regarded as the date of notification of CRDB.
- d) CRDB shall upon a written request by the Customer, issue a replacement Card, Token and Access Codes at the applicable replacement charges.
- e) CRDB may at its own discretion, based on set of rules, alerts and fraud experience stop any transaction that may amount to denial of Services with the aim of protecting the Customer against any fraudulent transactions. The Customer pledges to hold CRDB harmless under such circumstances

Clause 4:

Errors of Transmissions and inadequate Execution of Orders

- a) All payment orders, exchange operations and sales or purchases of stocks, bonds or shares in Tanzania or elsewhere, undertaken by the Bank, for the account of the Customer shall be at the Customer's own expense.
- b) **Neither** the Bank / any of its agents / correspondents **nor** any respective employees shall be liable for any mutilation,

interruption, error of transmission, omission or delay occurring in any transaction medium (including, without limitation, cables, airlines, courier services, telex, telecommunication and facsimile systems) however occurring. Interest claims arising out of delays in transaction or inadequate execution of orders, shall not be accepted by the bank.

- c) The Bank is not bound to carry out transaction(s) based on instructions received **in any form** while customer is not present if the Bank at its sole discretion, believes that such instructions do not come from the customer.
- d) The Bank shall not be responsible for any loss or damage incurred or suffered by the customer as a result of non-acceptance of instructions received while customer is not present or as a result of customer's own negligence.

Clause 5:

Right of Set off and Combination of Accounts

All operations between the Bank and Customer of whatsoever nature shall be considered and treated for all purposes as a single integral and indivisible account, and the Bank shall have the right, to set off any account in the name of the Customer against any other such account or in that of any establishment of which the Customer is sole proprietor or vice versa. In such instances customer will be notified prior.

Clause 6:

Right of Lien

The Bank has the right of lien on all properties of whatever nature (whether stocks, shares, bills, precious metals or otherwise) deposited with or held by the Bank in the name of the Customer and shall hold the same as security for the payment of the indebtedness due from the Customer to the Bank (whether by way of principal, interest, commission charges or otherwise whatsoever and whether such indebtedness shall be a fluctuating balance or otherwise) without prejudice to and the same shall not be affected by any other security held by the Bank for such indebtedness.

Clause 7 :

Joint Account

- a) Individuals owning joint accounts authorize and empower each other to deposit with the Bank all cheques, notes or other instruments for the payment of money payable and purporting to belong to either or all of them and should any such instruments be received by the Bank without having been so endorsed the Bank is authorized to endorse any such instrument on behalf of the Customer and to credit the same to the account.
- b) Any overdraft or other obligations incurred on such account or otherwise shall be the Joint and several liability of each and every individual owing the joint account / product.
- c) In the event there are conflicting instructions between joint account holders, CRDB reserves the right to stop accepting instructions from any account holder and may suspend the operations of the Account until CRDB receives written

confirmation from all joint account holders, their legal representative(s) or a relevant court order.

- d) In the event of death of any of the partners owning/operating the joint account(s), if there is no prior provided instrument / agreement / deed guiding such event; the Surviving individuals shall be entitled to dispose of any credit/debit balance, security or property available to the account and remaining unencumbered, freely without limitation.
- e) If the account mandate is “one to sign” and the Bank receives information that an account holder becomes incapacitated, the Bank may suspend operation of the Account until it is satisfied that all other account holder(s) are aware of the circumstances and the legal representative(s) of the affected account holders has provided the information required to resume operation of the Account.
- f) If the account mandate is “all to sign” and the Bank is notified that an account holder becomes incapacitated, the Bank may only accept instructions from the affected account holder’s legal representative and all other account holders.

Clause 8:

Account with specific or fixed saving or investment period

- a) Customer must deposit the minimum required amount (Set by the Bank from time to time) for the savings or investment period
- b) The savings/Investment period commences at the time the bank receives the funds into the account
- c) At the end of the saving/investment period, the bank shall transact the matured deposit in the manner specified by the customer, either at the time of opening the account or after expiry of the deposit period
- d) Interest will accrue on funds placed with the bank in the account for the period and at the rate specified and agreed by the Bank at the time of opening the account
- e) For fixed deposits(FDR) no funds can be deposited into the Account during the fixed deposit period
 - i) If a fixed deposit is terminated for any reason whatsoever by the customer before the maturity period no interest shall be payable to the Customer. For avoidance of doubt, any interest amount either partially or fully paid to the customer shall be recovered in full (inclusive of tax) from the customer’s account. And, that customer shall follow up to the respective authority for Tax Refund.
- f) For other savings/investment account with a fixed deposit period, funds can be deposited by customer throughout the specified saving/investing period; however, any withdrawal from the account will cease the saving plan, and forfeiture of the accrued interest.

Clause 9:

Transactions Abroad

The Bank may choose a correspondent bank to make transfer transactions on behalf of the customer and will not be liable for failure to transact due to sanctions or war,

disasters or acts of nature or errors arising from wrong or inappropriate customer instructions or failure of customer to observe regulatory requirements.

Clause 10:

Simultaneous order in excess of customers' funds

Where the Bank receives several orders at approximately the same time the total amount which exceeds the available balance of or the credit granted to the customer, the Bank may honor the orders in whatever manner it thinks fit within the limit of the funds available.

Clause 11:

Customer Consent

Subject to Applicable laws, the Customer agrees and authorizes the Bank to;

- a) Make inquiries from any bank, financial institution and/or licensed credit reference bureau in Tanzania, or any mentioned referee to confirm any information provided by the customer.
- b) Seek information from any Bank, financial institution and/or licensed credit reference bureau when assessing the customer at any time during the existence of the customer's account.
- c) Disclose to licensed credit reference bureau and/or any law enforcement agency any information relating to the customer’s account operations with the Bank.
- d) The customer hereby expressly consents and authorize the bank to disclose, receive, record or utilize his/her personal information or information or data relating to his/her Accounts and any details of his/her use of the services;
 - i) To and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;
 - ii) To and from the Bank’s service providers, dealers, agents or any other company that may be or become the Bank’s subsidiary or holding company for reasonable commercial purposes relating to the services;
 - iii) To the Bank’s lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection
 - iv) To the Mobile Network Operator in connection with the Mobile services and the services
 - v) For reasonable commercial purposes connected to the customer’s use of the services, such as marketing and research related activities; and
 - vi) In business practices including but not limited to quality control, training and ensuring effective systems operations

Clause 12:**Termination of Business Relations**

a) The Bank reserves the right to terminate the business relationship or close customer's Account, and/or deny customer to access any of the services offered by the Bank at any time if the Bank finds that the customer has used or is using his/her account to process illicit or fraudulent transactions, used forged documents on account opening or at any time of the relationship and/or the customer has been found to act contrary to the requirements of the Country Laws governing banking transactions and business. Unless there are exceptional circumstances, the bank shall, in the event of closing Account, give notice of intent to close and without any obligation to disclose reasons for doing so. Likewise, the customer has the right to close his/her account at any time.

- i) If the customer's mobile number is terminated by the Mobile Network Operator for whatever reason, the bank shall at customer's request release the mobile number. For account that require a mobile number to operate customer must provide a replacement mobile number
- ii) If the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or any other authority with such powers.
- iii) If the bank reasonably believes that the customer is in breach of terms and conditions (including non-payments of any loan amount due from customer where applicable)
- iv) If the bank decides to suspend or cease the provision of services for commercial reasons or for any other reason as it may determine in its absolute discretion.
- v) To facilitate update or upgrade the contents of functionality of the services from time to time.
- vi) If an account is in dormancy status, and have zero balance, as a result of normal banking operation or as a result transfer of funds to the respective authority as required by law or regulations governing financial industry.
- vii) If the customer's Account has any credit balance at the time of its closure, the bank will return any such balance to the customer, less any applicable fees. If the customer's Account loan is in arrears at the time of closure, the customer shall be required to pay the amount owed to the bank.
- viii) Termination shall however not affect any accrued rights and liabilities of either party.

ix) If the bank receives notice of the customer's demise, the Bank will not be obliged to allow any operation or withdrawal from the customer's Account by any person except upon production of Grants of letters of administration or probate by the customer's legal representatives duly appointed by the court.

- b) On termination of any Account, the Customer will return such Items as may be requested by CRDB (including, without limitation, all Cards, Electronic Equipment and unused cheque). The Customer must immediately repay any amounts outstanding in favor of CRDB.
- c) CRDB may at any time and without giving any reasons after giving 30 days written notice, terminate the whole of the relationship with Customer or any particular service (s) relating to a particular product(s), such termination to be without prejudice to rights accruing up to the period of such termination. However, CRDB will be entitled to terminate the whole of the relationship with Customer immediately if it reasonably believed that
 - i) The Customer has been involved in fraudulent behavior or other serious criminal behavior;
 - ii) The Terms or any specific terms and conditions have been materially breached
 - iii) The relationship between CRDB and the Customer has irretrievably broken down; or
 - iv) The Customer (including any joint account holder constituting a part of Customer) has been adjudged bankrupt, insolvent or their affairs have become subject to administration receivership or any similar process.

Clause 13:**Exclusion of Liability**

- a) CRDB shall not be liable to the Customer for any loss or damage (other than which cannot be excluded in law) that the Customer may suffer in the following instances: -
 - i) CRDB having acted upon the Customer's instructions received using the Access Code or following receipt of any information from the Customer;
 - ii) Any misuse or abuse of the Service by the Customer;
 - iii) CRDB's services being unavailable;
 - iv) The Customer's fraudulent act
 - v) The Customer's failure to exercise reasonable care;
 - vi) The Customer's failure to follow security requirements or these Terms;
 - vii) Anything beyond CRDB's control such as fire, explosion, terrorism;
 - viii) Any interruption, malfunction, downtime, offline situation or other failure of the site or online services, CRDB's system, databases or

- any of its components, beyond CRDB's reasonable control;
- ix) Any loss or damage with regard to the user's data or other data directly or indirectly caused by malfunction of CRDB's system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on CRDB's system or third-party systems, programming defects; and
 - x) 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 telecommunications service providers, internet service providers, electricity suppliers, local authorities and certification authorities, or any event over which CRDB has no direct control.
 - xi) The bank will notify the customer upon occurrence of the instances stated in sub clause 13(viii) and 13(ix)
- b) In these Terms, any exclusion or restriction of a liability or remedy is only valid to the extent of that liability or remedy.
 - i) Does not arise from death or personal injury;
 - ii) May by law be excluded or limited, and
 - iii) Does not arise from fraud or dishonesty by the person relying on the exclusion or restriction.
 - c) Neither CRDB, its officer nor employees will be liable for any unauthorized withdrawal from or access to any account.
 - d) Any documentary evidence provided by CRDB regarding an Account will be considered to be final and conclusive proof of the status of the Account.
 - e) CRDB will not be liable to the Customer for any failure to fulfill any obligation caused by circumstances outside its reasonable control, or for failing to act pursuant to clause 7(c)
 - f) CRDB's liability to the Customer for loss or damage resulting from the failure, delay or error in carrying out instructions will in any event be limited to the lower amount of much loss damage and the amount of any interest not received or paid by Customer as the result of such failure, delay or error. CRDB will not be liable to the customer for loss of business, loss of good will, loss of opportunity, loss of profit or any type of special consequential or indirect loss whatsoever.
 - g) CRDB will not be liable for any loss that is not suffered by the Customer directly, or that CRDB could not reasonably foresee. CRDB will notify the customer upon occurrence of any loss described herein.
 - h) CRDB will not be liable to the Customer in respect of its taking any action required by law, including, without limitation, pursuant to any order to freeze the account(s) of the customer or any garnishee order.
 - i) The Customer hereby agrees that the Customer will, at their own expense indemnify, defend and hold harmless CRDB from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or Services or breach, non-performance or inadequate performance by the customer of any of these terms and conditions or the act, error, representation, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
 - j) Under no circumstances will CRDB be liable to the customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
 - k) CRDB will not be liable as a result of the customer's failure to perform any obligation contained in these Terms for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (direct or indirect) to any dispute or any other matter or circumstance whatsoever.
 - l) The Customer will indemnify CRDB as collecting banker for any loss or damage that CRDB may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee given by CRDB will be deemed to have been given in every case at the Customer express request.
 - m) The Customer will keep CRDB indemnified at all times against, and save CRDB harmless from all actions, proceedings, claims, losses, damage, cost, interest (both before and after judgments) and expenses which may be bought against or suffered or incurred by CRDB to resolve any dispute related to the customer's account with CRDB or enforcing CRDB's rights under or in connection with these Terms and Conditions contained herein ,or which may have arisen either direct or indirectly out of or in connection with CRDB performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions in the acting or failing to act there on.
 - n) If any sum due and payable by the Customer is not paid on the due date, including without limitation any money claimed under this paragraph, the Customer will be liable to pay interest on such unpaid sum at such rate or rates at CRDB may from time to time stipulate from date payment is due up to the date payment.
 - o) The Customer will solely be responsible for ensuring full compliance with all applicable laws and regulations in any relevant jurisdiction in connection with establishment of their account with CRDB and will indemnify and keep indemnified CRDB from all actions, proceedings claims, losses, damages, cost and expenses which may be brought against or suffered or incurred by CRDB in connection with any failure to comply with any such applicable laws/regulations.
 - p) The indemnities as aforesaid will continue notwithstanding the termination of the Account.
- Clause 14:**
Statements
- a) Bank statement(s) for the account will be handed over to the customer or authorized agent on request after visiting

any of the Bank's branches or sent to the Customer by email through the email address last provided by the Customer.

- b) The Customer agrees that all e-Statement(s) sent by CRDB for the Account(s) shall be accepted and upheld as correct.
- c) The Customer fully understands the risks associated with transmitting e-statements(s) and therefore waives their legal rights from taking any legal action against CRDB associated with providing this service save in the event of gross negligence by CRDB.
- d) The Bank shall not be obliged on any consequences if statements or other documents go to wrong address due to customers' failure to inform the bank on changes in address.
- e) Latest bank statements covering a maximum period of one month will be issued to customers monthly without charges. Customers however can request for additional statements and will be charged as per Bank's prevailing rates and charges.
- f) The customer is obliged to inform the bank if he/she is not frequently receiving the electronic account statements according to account type on the email address provided. If the bank is not so informed it shall assume that the statements are sent, received frequently and are correct.
- g) The customer undertakes to verify the correctness of each statement of account received from the Bank and to notify the Bank in writing within 28 days from the day of receipt of the statement, of any omissions from or debits wrongly made to, or inaccurate entries in the account.
- h) The Bank statement shall be deemed a correct representation of the customer's account if the Bank does not hear from the customer upon expiry of the 28 days.

Internet Banking Services

- a) For access to and authorization of internet banking, the Customer shall be allotted with a Password. Customer will be prompted to update the said password before proceeding. The Customer is responsible for all instructions authorized by the Password regardless whether an instruction is from the Customer or a third party.
- b) Customer agrees not to allow anyone to gain access to the service or to let anyone know his/her password used with the service. Should there be a breach in the use of customer security password he/she agrees to assume responsibility for all transactions up to the limits allowed.
- c) CRDB Bank PLC cannot guarantee and is not liable for breaches in internet security password, SMS, Hardware token, or Mobile one-time PIN (MOTP)
- d) If your password has been forgotten/ blocked, contact our customer call center or visit the nearest CRDB branch to report the incidence.
- e) If customer suspects or is knowledgeable that his/her password is disclosed to any third party. Customer should immediately change their password.
- f) Internet Banking services shall be available every day and at all hours, subject to availability of connectivity, CRDB

shall not be liable for any delay on any Account or Transaction.

- g) For Demand guarantee, application for commercial documentary credit (LC), Demand guarantee amendment application form, application for amendment commercial documentary credit (LC), TISS and SWIFT and negotiate rate request will be carried out during working days not later than normal business hours.
- h) A Transaction shall be considered complete once an entry passes on the Customer's Account.
- i) CRDB at its sole discretion may restrict the number of withdrawals in the Account.
- j) The bank will not be liable if
 - through no fault of CRDB Bank, customer does not have enough funds to make transfers
 - there is a hold on customer internet banking account, or if access to customer internet banking account is blocked, in accordance with any order of the court, government authorities, law enforcement organs and as per terms and conditions of the internet banking.
 - customer funds are subject to legal process or other encumbrance restricting transactions.
 - customer transfer authorization terminates by operation of law.
 - Customer believes that someone other than himself/herself has accessed customer account and customer failed to notify CRDB Bank immediately as set forth in these terms and conditions.
 - Customer has not properly followed the scheduling instructions on how to make transfers provided during internet banking subscription
 - If the bank has received incomplete or inaccurate information from customer or a third party involving the account or transfer
 - The bank has restricted customer account due to having a reasonable basis for believing that unauthorized use of customer password or internet banking account has occurred or may be occurring.
 - Customer Agrees that the bank shall not be liable for damages in excess of customer actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages
- k) The bank shall assist customer with reasonable effort in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed

Clause15:

Conduct of an Account

- a) Transactions are entertained normally during banking hours at the branch where the Account is maintained or at

any of CRDB's branches, save for Electronic Banking Services.

- b) CRDB in its sole discretion may restrict the number of Transactions in the account per day.
- c) CRDB shall not be obliged to carry out any instruction unless and until the Customer's Account(s) has sufficient funds to pay the relevant amount together with any fee or charge imposed by CRDB in connection with the Service.
- d) CRDB shall act on any court order, administrative order or any directive issued under law, regulators or agreements with any regulator or any authority. CRDB will act in accordance with them.

Giving Instructions

- a) The Bank shall act on instruction from the Customer or any authorized person. CRDB will act on instructions given in a document bearing the original signature of the Customer (or his authorized signatory). For Electronic Banking Services, use of Access Code is evidence that a Customer authorizes the instructions.
- b) The Customer agrees that the use of Access Code is adequate identification of a Customer. The Bank shall act on instructions provided using Access Code without obtaining any further written confirmation from a Customer.
- c) Instruction must be given in writing, save for Electronic Banking Services. The Customer is responsible with ensuring the accuracy of all instructions given to the Bank.
- d) All instructions once received by the Bank cannot be reversed and are binding to a Customer.
- e) CRDB at its discretion may, in some circumstance allow instructions to be given by telephone, email, facsimile transmission or other means of transmission, if there is evidence of communication, CRDB's procedures have been followed, and an indemnity has been issued to that effect.
- f) CRDB may refuse to act on any instruction, if the instruction is not clear, or if CRDB believes that; (i) doing so will contravene any applicable law or regulation or court/administrative order or; (ii) CRDB reasonably believes that instructions may involve fraudulent or other series of criminal behavior.

Clause 16:

Cheque Books/Fixed Deposit Receipts

The following conditions shall apply: -

- a) The customer agrees to look after and use cheque books or cheques or Fixed Deposit Receipts with utmost care.
- b) The Bank shall not be liable in a case of a misplaced cheque or Fixed Deposit Receipt is presented for payment with purported instructions, even if, such purported instructions are honored by the Bank.
- c) The Customer hereby undertakes to indemnify the Bank against all liabilities arising from returned cheques.
- d) The customer further agrees to ensure:
 - i) That all uncompleted cheque leaves are kept in safe custody at all times.

- ii) That the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque leaf or Fixed Deposit Receipt is missing. That any person preparing cheques is authorized to do so. That any cheque is prepared and signed in ball pen ink.

Clause 17:

Dormant Account

- a) If the Account remains inoperative for a period of 6 months or as may be specified by the BOT from time to time, such account shall be categorized as Dormant Account.
- b) Interest and/or charges **will** be deducted from customer account as long as there is enough balance to cover the said Interest and/or charges. Interest or charges not paid and or realized **shall be up** on the description of the Bank as per approved Tariff/Interest Rates
- c) The bank in its sole discretion may deny services/or transaction in the account of a customer which has been classified as dormant.
- d) Activation of such account may necessitate scrutiny or request for identification/registration/licensing documents such as but not limited to those required during new account opening.
- e) The Bank shall return/transfer any amount of monies available in a dormant account to the respective authority in accordance with the laws of the country.

Clause 18:

Change of Customer details

The Customer must notify CRDB immediately in writing (or at the discretion of CRDB) of any changes of the name or residential or correspondence address (in each case providing such evidence as CRDB may require) or any cancellation or change in any authorization by such customer.

Clause 19:

Collection of facility(s)

- a) Cheque, draft, bills, dividends/ interest warrants and other instruments issued in favor of the Customer are accepted for collection on Customer's behalf. The collection of outstation instruments entails collection charges. CRDB does not accept any responsibility for loss, delay, mutilation or interception of the instruments.
- b) CRDB has authority to debit the account to recover any amount credited erroneously to the Customer's Account without notice to the Customer.
- c) Local cheque, etc., may be tendered for collection sufficiently early in the day as required vis a vis the local clearing house timings. Withdrawal against clearing cheque will normally only be permitted against cleared balances as per clearing house rules.
- d) In cases where a cheque is returned, the amount in respect of which had already been credited to the Account and /or in respect of which withdrawal was permitted, CRDB will

reverse the credit of such amount and debit the amount of the returned cheque. In such cases, where the Account does not have sufficient funds, the outstanding amount credited shall be immediately debited in a manner to be decided by CRDB. The service charges, penalties and other charges as applicable will also be levied by CRDB in such instances

Clause 20:

Amendments

The Bank reserves the right to modify these conditions at any time and any addition or alteration to these terms and conditions made from time to time by the Bank of which prior notice has been displayed to customers in the banking hall shall be binding upon the customer as fully as if the same were contained in these terms and conditions.

Clause 21:

Customer Borrowing

- a) The Customer may borrow money from CRDB only upon such terms as may be agreed in writing between the Customer and CRDB.
- b) Any such facilities must be approved in advance by CRDB in each case. The applicants accept that the provision of any facility or other accommodation may be granted or refused at the sole discretion of CRDB.
- c) CRDB will charge interest in any overdraft or other banking facilities compound or simple as determined at the sole discretion of CRDB (or as may be specifically agreed in writing with the Customer). The Customer irrevocably and unconditionally agrees to pay any and all such interest to CRDB as and when and in whatever manner CRDB determines or directs.
- d) The Customer will be liable to repay any amount owed to CRDB.

Clause 22:

Card and PIN Security

- a) Customer(s) must exercise all due care and attention to ensure safety of the Card and PIN at all times. The customer is strictly required not to disclose his/her PIN to any third party to prevent fraudulent use of the card and loss of money.
- b) The customer shall keep the Bank informed immediately upon becoming aware that the Device/ Card / Personal identification number (PIN) is lost / stolen and has fallen in to hands of an unauthorized party.
- c) The Customer shall bear losses to be incurred on his account that resulted from use of his Card and failure to safeguard his/her card PIN, Account PIN or SIM Banking PIN.
- d) Customer(s) should note down the Call Centre phone/mobile numbers for future references
- e) Customer(s) must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. Customer will be liable in respect of any transaction instruction given prior to receipt by the Bank notification of such loss, theft or disclosure.

- f) Customer bears full responsibility to **report to Police or any respective authority** in case of card Lost or Stolen. The card will be blocked to deny access to any unauthorized person(s) to access the account. The Bank shall not be hold accountable for any fund lost prior incident being reported to the Bank.
- g) If a card is lost or damaged, the Bank shall as soon as practicable issue a replacement card at the applicable replacement charges.
- h) If the cardholder finds the reported lost, stolen or at risk of misused card, he/she must not use it. He must cut it in half and return it immediately to the nearest CRDB Bank branch.
- i) Debit cards may be issued as a form of identification only, as it pertains to (Clause 8).

Card Issuing and Acquiring

- a) The card remains the property of the Bank and is not transferable to a third party. After notifying a customer, the Bank may suspend the use of the Card. Hence, the bank can ask the cardholder to return the card or can ask other correspondents to hold the card on behalf of the bank at any time.
- b) The card may be used to authorize a transaction in any manner permitted by the Bank. This may include the use of a card number without the physical Card
- c) The Cardholder must sign the Card upon receipts and must follow any instructions given about using the card and keeping it safe. The cardholder shall be fully liable in respect of each transaction instruction. The Bank shall not be liable for any transaction arising from cardholder's negligence or disclosures
- d) The Card is for electronic use only.
- e) The cardholder will sign a receipt when using the card to buy goods and services; failure to do so will not relieve customer from the liability for any card transaction effected by the bank on the account through usage of the card.
- f) If the card is used abroad or used in Tanzania to transact on a currency other than the cardholders account currency, the bank shall convert the amount of the transaction or the withdrawal into Tanzanian Shillings at the applicable card exchange rate on the day the bank receives the details of the transaction. The cardholder cannot "stop" payment for goods and services paid for using the card save in circumstances under clause 22 (b) and subject to clause 22 (n)
- g) A customer intending to travel abroad (with the intention to spend above the transactional limits) must notify the bank of their foreign exchange needs and provide supporting documentation, in order for the bank to set appropriate limits according to customer's requirements as per the applicable law. The bank shall otherwise maintain the normal daily cash withdrawal limit.
- h) If a retailer makes a refund, the bank will credit the cardholder's account upon receipt of the written instruction. The bank will not be liable for or responsible for any delays. All transactions performed by use of any delivery

channel shall be recorded in the customer's account statement.

- i) The customer has a responsibility of making follow up and report immediately upon noting an absence of expected transaction or presence of an unknown transaction. Complaints regarding card usage in the Internet (online shopping), other banks' ATM should be lodged immediately from the transaction date.
- j) In case of a dispute as to the effective time the report was made, the date and time of receipt of written confirmation shall be conclusive evidence regarded as the date of notification of the Bank
- k) The bank will not be liable if any retailer, supplier or Bank refuses to accept the Card.
- l) For a Card issued to holders of a joint bank account (either/or to sign), the holders of the joint bank account shall be liable for the card transactions. Any changes to the account mandates should be notified in writing. If the mandate is withdrawn, the Joint account holders shall be liable in respect of any transaction affecting the secure purse and bank account given by the valid PIN prior to thirty days.
- m) Customer is responsible for the safe custody of the information provided on card. The card can be used to transact over the internet and in "card not present" environment. The Bank will not be held liable for any transaction done over the internet and in "card not present" environment. Any charges, transactions or any other payments received by the bank for payment for such transactions on customer's behalf shall be honored including Bank charges if any. The card shall be used for mail order/telephone order (MOTO) purchase and any such usage will be deemed authorized and customer shall be solely responsible for such usage.
- n) The cardholder will not be able to stop the transaction once CRDB has already authorized the transaction.
- o) Improper use of the ATM or Key in of the wrong PIN will result into automatic retention of the card, which may only be recovered by visiting the domicile branch with proper identification if used within CRDB ATMs.

Card Disputes

- a) A Cardholder can and may decide to raise a claim on Transactions that he/she does not recognize, did not authorize, processed erroneously or when goods and/or services were not rendered. Any claim must be raised immediately to CRDB on date of the Transaction.
- b) In case of a dispute as to the time the report of a disputed Transaction was made by a Customer, the date and time of receipt of written confirmation to CRDB shall be conclusive evidence.
- c) Notwithstanding card disputes Clause (a), CRDB shall not be liable for: -
 - i) the refusal of any Electronic Equipment or Merchant to accept the Card; and
 - ii) any defect or deficiency in goods or services supplied to the Customer by any Merchant.

- d) The Customer shall resolve any complaint directly with the Merchant and no claim against the Merchant may be set off or claimed against CRDB.
- e) The Bank may investigate any disputed Transaction as per the relevant card rules and give feedback to a Customer.

Clause 23

Biometric Enrollment

- a) By accepting and agreeing to these Terms and Conditions, customer acknowledge and agree that he/she have successfully registered/ activated the Biometric service, and his/her Biometric authentication can be used to access the banking application services, that may require biometrics inputs for transactions such as login, account inquiry and serves as an instruction for any other transactions as may be determined by the Bank at its absolute discretion from time to time using the fingerprints registered with your mobile device or face and voice registered with the CRDB ("Application").
- b) Customer understands and has agreed to provide biological input such as fingerprints or scanning and analysis of some part of the body during account opening and during any authorization that maybe required for the management and operation of customer accounts and or any of its other services
- c) Customer understands the need to protect his/her mobile device. Once customer mobile device is successfully registered with the Biometric service, your CRDB Bank's Application services can be accessed with the fingerprints registered in your mobile device or your face and voice enrolled with the Application
- d) Customer agrees to view these Terms regularly and his/her continued access or use of the Biometric service after any such additions, modifications, deletions or variations become effective will constitute your acceptance to the variation of these Terms.
- e) Customer is advised NOT to register any third party(s)'s fingerprints in his/her mobile device, or any third party(s) face and voice with the Application, as by such registration, the third party(s) will be able to access your CRDB Bank's Application, to which the Bank shall not be held responsible whatsoever for such access or any losses or damages incurred by you as a result of such access authorized by you.

Clause 24:

Acts that do not bind either party (Force Majeure)

Neither party shall be liable for failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay is caused by matters beyond that party's reasonable control including but not limited to destruction arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire explosion, earthquake and/or other seismic activity, natural disasters, the unavailability of other media or other acts or orders of any government department, council or other constituted body.

Notice of these circumstances shall be given to the other party as soon as practicable. For so long as performance of those obligations is suspended the other party may similarly suspend performance of its obligations

Clause 25:

Intellectual Property Rights

The customer acknowledges that the intellectual property rights in the system (and any amendments, upgrade or enhancements thereto from time to time) and all associated documentation that the bank provides to you through the system or otherwise are vested either in the bank or in other persons from whom the bank has a right to use and to sublicense the system and or the said documentation. The customer shall not infringe any such intellectual property rights. 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.

Clause 26:

Data Protection

The bank will be entitled to keep personal details supplied by the customer and others in connection with or relating to the relationship between CRDB and the customer on electronic data base, manual filing system or in any other way.

Clause 27:

Confidentiality

The bank will maintain and preserve its duty of confidentiality in relation to customer's financial affairs in accordance with Tanzania law and generally accepted international banking practice. CRDB will only pass on information related to customer if it has a duty (Or is legally required) to do so, or if the customer has requested or consented to the release of such information.

Clause 28:

Indemnity

In consideration of the bank complying with Customer(s) instructions or requests in relation to customer(s) Account, customer(s) undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the bank suffers or incurs or sustains thereby, and customer absolve the bank from all liability for loss or damage which customer may sustain from the bank acting on customer instructions or requests or in accordance with these terms and conditions

- i) All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any request or arising from the malfunction or failure unavailability of any hardware, software or

equipment, the loss or destruction of any data , power failures, corruption of storage media, natural phenomenon, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person or 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, including without limitation, any operating system, browser or any other software packages or programs.
- iii) 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 of or damage to any of the customer's equipment.
- iv) Any loss or damage occasioned by the customer to adhere to these terms and conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facility or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Bank as a consequence of any breach of these Terms and conditions.
- v) Any damages and costs payable to the Bank in respect of any claims against the bank for recompense for loss where the particular circumstance is within the customer's control.

Clause 29:

Death or incompetence

CRDB reserves the right to freeze the account and stop operations of a deceased person's account. In the case of a joint account, the Customer agrees to notify CRDB promptly if any of the other joint account holder(s) dies or is declared incompetent by a court of law. CRDB may place a freeze on the Account and stop all operations in such an instance. The bank may retain the freeze on the Account until it establishes the identity and credentials of the successor/ beneficiary to its satisfaction.

Clause 30:

Non - Transferability

- a) The customer may not assign this Agreement and any rights or liabilities accruing thereunder to any other person under any circumstances. The bank will however have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these terms will continue to be in force

and effect for the benefit of the successors and assignees of CRDB

- b) No failure or delay by either the customer or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any
 - i) single or partial exercise of any right or remedy prevent any
 - ii) Further or other exercise thereof or the exercise of any other right or remedy.
- c) The rights and remedies herein provided are cumulative and not exclusive of any right or remedies provided by law

Clause 31:

Dispute resolution, jurisdiction and arbitration

- a) The customer may contact the Customer Call Center to report any disputes, claims or Accounts discrepancies.
- b) All customer complaints will be responded to, as stipulated in the Bank of Tanzania (Financial Consumer Protection) guide
- c) CRDB Bank and customer shall sign a complaint resolution Declaration Form provided by Bank of Tanzania (Financial Consumer Protection) guide once a complaint has been determined.
- d) Customer may file a complaint with BOT as stipulated in the BOT (Financial consumer protection)
- a) The Customer and CRDB irrevocably agrees that the Courts of the United Republic of Tanzania will be the jurisdiction to settle any claims, difference or dispute, which may rise out of or in connection with CRDB's relationship with the Customer, including as regards these Terms, any relevant specific Terms and Conditions and any specific agreements in writing between CRDB and the Customer.

Clause 32:

Communications

- a) Unless CRDB notifies a specific address to the Customer, any letter, notice or other documents in respect to the Account may only be served on CRDB by the Customer at the branch of CRDB with which the Customer principally does business.
- b) Any letter, notice or other document served by CRDB to the Customer will be deemed to be served if sent by post and addressed to the Customer at the last notified address.
- c) CRDB may issue notices and communications by way of public announcements in daily newspapers, posters and billboards, televisions or radios.
- d) CRDB may monitor and record telephone calls to verify that the Customer's instructions have been carried out correctly, and to improve CRDB's quality of service. CRDB may contact the Customer about CRDB's other services which CRDB believes may interest the Customer unless the Customer has informed CRDB in writing that they do not wish to receive this information.
- e) The Customer will notify CRDB upon the occurrence of any event that would have entitled CRDB to terminate the

whole or any part of its relationship with customer pursuant to Clause 32(b).

f) Notices in respect of the Account, the Services and facilities in connection with the Account may be given by CRDB to the Customer in a manner that is deemed appropriate by CRDB. All notices in connection with the Services or the Account by the Customer to CRDB will be in writing and sent to CRDB only upon acknowledgement of receipt of the same in writing by CRDB.

Clause 33:

Validity of Terms and conditions

- a) If any law, or regulations, or court or administrative body of competent jurisdiction find any provision of these Terms and conditions to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provision herein.

Compliance with Country Laws and regulations

- b) All transactions with the Bank shall be subject to scrutiny and compliance with applicable country laws.
- c) These Terms and any specific terms and conditions and specific agreements in writings between CRDB and the Customer will be governed by, and interpreted in accordance with the laws of Tanzania.

TO CRDB BANK PLC

These are the General Terms and Conditions referred to in the Account Opening and Account/other Banking Operations and Related Products and Services mandate signed by me / us dated the.....day of..... and that I / We have read, clearly understood and hereby agree to abide to the terms and conditions of this contract.

Signed;

Name.....

Signature.....

Place: _____

Date: _____

For internal use only:

Signed in the presence of:

Name.....

Signature.....

Place: _____

Date: _____

