

Governing use of ATM Card/ BANK OF AFRICA TANZANIA**Definitions**

- i. ATM means an automated teller machine installed by the bank for the use of the cardholders.
- ii. Cardholder means customer of the Bank to whom the card has been issued.
- iii. Card means ATM Card and any replacement thereof issued by the bank to the cardholder to enable him/her to use the service.
- iv. Service means the service offered to the cardholder involving the use of ATM.
- v. PIN means a Personal Identification Number issued by the Bank to enable the cardholder to use the service provided.

2. Ownership of Card/Umliki wa Kadi

The card shall at all times remain the property of the Bank and shall be surrendered to the bank immediately upon request by the bank.

3. Non-transferability of Card/

The Card shall be kept for the exclusive use of the Cardholder and the Cardholder shall not transfer, pledge or otherwise use it as security for any credit transactions.

4. Confidentiality of PIN/Usiri wa Namba ya Utambulizi

The Cardholder shall comply with all security measures provided by the Bank relating to the Card and PIN or the service provided and at no time and under no circumstances shall the Cardholder reveal the PIN to anyone including the Bank's staff. If the PIN is exposed or suspected to be exposed to any person(s), the Cardholder shall immediately change the PIN. In the interest of the Cardholder, the PIN should be changed by the Cardholder at periodic intervals.

5. Loss, Destruction or Theft

The Bank must be notified in writing immediately for any misplaced, stolen or destroyed card and the holder shall be responsible for any transactions effected through the use of the card prior to the noticed being acknowledged by the bank.

6. Responsibility for the Card and the Transactions

The Cardholder accepts full responsibility for all transactions effected through the card and shall accept the bank's record of transactions as binding for all purposes and hereby authorizes the Bank to debit the Cardholder's account with amount of any withdrawal, payment or transfer made by the use of the card whether with or without the cardholder's knowledge or authority. The Bank shall not be liable in the absence of willful misconduct or gross negligence on the part of the Bank, its servants or agents for any loss or damage suffered by the cardholder arising from the use of the services or arising from any interruption or loss of power supply to the ATM from the breakdown, damage or destruction of the ATM.

7. Maintaining Sufficient Funds

At any time and under no circumstances shall the cardholder use or attempt to use the card for a withdrawal/payment or transfer of funds unless there are sufficient funds in the Cardholder's account. The balance in the cardholder's account reflected on the ATM shall not include the cardholder's deposit(s) which has/have not been verified by the Bank. It will also not account for cheque(s) which the cardholder has issued and yet to be processed by the Bank. The amount reflected on the ATM terminals shall not for any purpose whatsoever be taken as conclusive evidence of the statement of the cardholder's account with the Bank.

8. Validity and Termination

The card should only be used on its validity period and shall not be used after its cancellation or withdrawal or upon the cardholders ceasing to be the Bank's customer. The Bank may at any time after giving written notice to the cardholder, cancel a card or decline to renew a card and the cardholder may at any time terminate the use of the service by giving the Bank written notice of termination and thereupon shall return the card to the Bank.

9. ATM Card Replacement

The Bank shall levy service charge for the replacement of any card that is lost or stolen or if the PIN is forgotten. The terms and conditions, in force at the date of replacement of the card shall govern the replacement card.

10. Customers Instructions/Mwongozo kwa Wateja

- The Customer requests the Bank to honour and to debit to his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out by him or on his behalf, and carry out instructions and he may give in connection with his account notwithstanding that any such debiting or carrying out of Instructions may cause his account to be overdrawn or the limit of any overdraft enjoyed by him to be.
- Where no overdraft has been agreed or the limit of any overdraft agreed has been fully utilized, the Bank may refuse to carry out any instructions which would result. If there being an overdraft or any overdraft limit greater than that agreed or sanctioned by the Bank as the case may be.
- All Instructions given to the Bank by the Customer shall be in writing and the Bank hereby reserves its right and option to regard and treat any other form of communication or conduct on the part of the customer as amounting to instructions to the Bank.
- The Bank may, in its sole discretion, permit telephonic, telegraphic, facsimile or

electronic mail instructions but reserves the right not to honour such instructions or to suspend the carrying out of such instruction until it has received a suitable indemnity from the Customer against all liability which may result from carrying out such instructions and/or it has received written confirmation of such instructions from the Customer. Should the Bank act upon any telephonic, telegraphic, facsimile or electronic mail instructions, the customer hereby irrevocably undertakes to indemnify and hold the Bank harmless against all costs, damages and liability howsoever arising as a result.

- Unless the Bank is irrevocably bound to act or process the transaction in question, the customer shall either orally and or in writing upon giving the Bank reasonable notice cancel instructions issued by him to the Bank before the Bank acts upon them. The instruction shall be deemed received if communicated and acknowledged by a Bank official all the minimum level of a Branch Manager. The Bank shall be entitled to levy a charge for the cancellation of any instructions in line with the Bank's tariff guide, acceptance of which the customer hereby confirms and undertakes to pay.
- In all the foregoing instances, ostensible authority from a customer shall be adequate authority for the Bank to act upon.
- The Bank reserves the right to close or suspend any account without giving notice to the customer, if the Bank suspects fraud, illegality or improper conduct on the part of the, customer that in the Bank's judgment is unbecoming.

11. Authorized Signatories/Saini Zilizoidhinishwa

- The Customer shall at the time of opening of the account and at all times thereafter, give to the Bank in an acceptable form, the specimen signatures of all persons authorized to operate customer's account with the names, addresses and such other information as the Bank may require pertaining to the Authorized Signatories.
- All such Authorised Signatories, unless otherwise agreed, are entitled to withdraw all or any of the Customer's funds, securities, and or other property whatsoever by the Bank from time to time, open any further in the name of the Customer and to overdraw any of the Customer's accounts, provided that where the account of the Bank's duty of care and verification.

12. Legal Capacity and Enquiry

- The Bank shall be entitled to make any enquiries it deems necessary in relation to the opening of an account and the Customer hereby authorises the Bank to make any such enquiries.
- The Customer shall provide the Bank with all such information and documents as the Bank may require establishing the identity of the Customer or the Authorised Signatories and their legal capacity to open and operate the account.

13. Simultaneous Orders in Excess of Funds

Where the Bank receives more than one order at approximately the same time total amount of which exceed the available funds or assets or the credit granted to the customer, the Bank may honour the order in whatever manner it thinks fit (within the limit of the funds available).

14. Joint Accounts

Where two or more persons hold a joint account, the provisions of this clause shall also apply:

- In the event of the death of anyone or the holders of a joint account the Bank shall pay or deliver to or to the order of the survivor or survivor any moneys securities, deeds, documents and other property whatsoever, remaining unencumbered, standing to credit or held by the bank for any accounts(s) in their joint names:
- The holders of a joint account shall be jointly and severally liable for any overdraft, loan or other credit facilities or accommodation which shall be granted to any account in their joint names, and for any liability or obligation arising from or pertaining to such joint account, together with all interest, commission and other banking charges and expenses:

15. Deposit of Cheques and Returned Cheque Indemnity

- All cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the Customer notwithstanding that the Bank sends such instruments for collection through a courier of its choice or by any other means it deems appropriate. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank may debit the Customer's account(s) with any amount previously credited in respect of such unpaid cheque or other order (taking into account any exchange risk where relevant), together with interest, in the event that the account is overdrawn as a result, all such rate or rates decided by the Bank and its sole discretion calculated from the date such amount was credited. Any money credited to the Customer but later the credit reversed must be repaid on demand.
- Where cheques, other negotiable instruments or commercial documents are deposited for the credit of the Customer's account, whether or not payable at or by the Bank, the amount of such deposits shall be available for withdrawal only when

actually collected by the Bank.

- Notwithstanding that immediate credit may have been given for cheques, received for, collection through clearing, they are not available to the customer for drawing against until such cheques are in fact paid. Such cheques shall not be deemed to have been honoured even if they are allowed to be drawn against and the Bank reserve the right to debit the Customer's account(s) or in any other way recover any such amounts withdrawn if the relevant cheques are returned unpaid.
- Withstanding anything to the contrary herein contained, any money credited to the Customer's account(s) but later reversed must be repaid immediately on demand together with the applicable interest and the Bank shall be entitled to debit the Customer's account(s), or in any other way recover, any such amounts so credited together with interest thereon.

16. Bank Charges and Expenses

- The Customer agrees that the Bank may recover from the Customer any costs, fees, interests, commissions, or taxes and stamp duties paid off incurred by the Bank on the customer's behalf, or levied as consequence of any dealings between the Bank and the Customer. In particular, the Customer shall pay to the Bank and the Bank shall be entitled to debit the Customer's account (s) with:-
- All legal charges, including but not limited to advocate and client costs incurred by the Bank in obtaining legal advice in connection with the Customer's dealings with the Bank or incurred by the Bank in any legal, arbitration, or other proceedings arising out of any dealings with the Customer and/or any other fees or costs incurred by the Bank in obtaining any other professional advice relating thereto:
- Unless otherwise agreed in writing, interest on overdrawn accounts, loan accounts or on any other facility granted by the Bank at such rate or rates as may have been agreed, and in the absence of agreement at such rate or rates as the Bank shall, in its sole discretion from time to time, determine within legal limits, which rate or rates may be different for different accounts. Such interest shall be calculated on daily balances and debited monthly by way of compound interest. The Bank shall not be under any obligation to notify the customer of any changes in the rate or rates of interest charged.

Where a higher rate of interest has been agreed between the Bank and the Customer in any security given or procured by the Customer, that higher rate may be charged by the Bank on any of the Customer's accounts. Interest under this clause is payable until all sums due to the Bank from the Customer have been paid or repaid in full, as well after or before any judgment, and notwithstanding the determination of (the relationship between the Bank and the customer;

- Commission at such rate or rates and at such time or times as the Bank shall decide, and the Bank shall be at liberty to charge different rates for different accounts;
- In addition to the above, all other proper expenses and charges including but not limited to commitment fees, ledger fees, disbursements for cheque books, search fees, postages, cables, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Customer's requests, or in maintaining the account or in respect of any dealings between the Bank and the Customer.
- The Customer upon signing these terms and conditions accepts that the Bank tariffs may change from time to time depending on the different circumstances. The Customer hereby authorizes the Bank to debit his account with any and/all the above mentioned charges without further reference to the Customer.

17. Bank Statement

The Customer shall examine the contents of any statement of account or statement of any other nature, which has been sent by the Bank to the Customer and if the Customer has not objected in writing to the Bank within fourteen (14) days of the statement date, the statement shall be deemed approved and conclusively accepted by the Customer and shall not at any time thereafter be challenged by the Customer on any ground whatsoever including but not limited to lack of mandate. Forged or inadequate signature or endorsement of cheques, forged alteration thereof or otherwise.

18. Customer Complaints

The Bank is not responsible for any matter unless the Customer has made a complaint in writing to the Bank within seven (7) days after the matter has come to the attention of the Customer. Where notification from the Bank with respect to any such matter is expected but not received, the complaint must be made within a reasonable time after non receipt.

19. No Duty of the Bank to Protest

The Bank is not liable for any loss or damages suffered by any party if any dishonoured bill is not noted and for protested. The Bank will nevertheless endeavour to cause dishonoured bills to be noted and/or protested provided that it receives instructions from the customer do so within a reasonable time, and in any event within twenty-four (24) hours of the bill being dishonoured.

20. Repayment of Overdrawn Accounts

- The Customer must not permit the balance in the account to fall below the prescribed minimum balance of the account, nor shall the Customer exceed the limit of any overdraft facility extended and approved by the Bank in respect of the

account, without the Bank's prior written consent, The Bank shall be at liberty at its sole and absolute discretion to refuse to honour a cheque, make a payment and/or allow ll withdrawal If the effect of the same would be to either cause the account to be drawn below its prescribed minimum balance or cause the account to be overdrawn or cause the agreed overdraft limit to be exceeded..

- If the Account is drawn below its prescribed minimum balance or the approved overdraft limit is exceeded without the Bank's prior written consent the Customer shall pay such fees as the Bank may prescribe as well as pay additional interest on the particular amount drawn below the prescribed minimum balance or the particular amount in excess of the approved overdraft limit at such rate or rates and compounded in such manner as may be determined by the Bank in its sole and absolute discretion until the outstanding amounts are paid in full.
- The Customer shall immediately on demand repay to the Bank any amount due on any overdrawn account of the Customer together with interest thereon, as well as all other costs charges and expenses arising there from.

21. Right of Set-off/Haki ya kuhamisha fedha kwenda kwenye akaunti yenye madeni

- The Bank may, at any time without notice, combine and/or consolidate any of the Customer's accounts and set-off against any account or indebtedness of the Customer:
 - (i) Any other account whether current, loan, savings, multi currency or any other type:
 - (ii) Any time fixed or other deposit (Whether matured or not).
- The Bank may, upon notice to the Customer, set-off his account against any other account or indebtedness in respect of which the Customer's liable, notwithstanding that some other person may also be liable in respect thereof.
- Where there is any account in debt which is not to the names of the customer but in whose holder the Customer has an interest, the Customer shall, for intents and purposes, be regarded as a guarantor and first obligor for the debts on sum other accounts.

22. Right of Lien

- Where the Customer is indebted to the Bank, the Bank shall have a general lien over all property of the Customer in the Bank's possession including but not limited to cash, goods, securities or valuables deposited for safe custody or as security, cheque presented for payment bills and other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid and any other property over which the Bank has a lien by law.
- Valuable deposited for safe custody by customers indebted to the Bank shall always be deemed as security or additional security for the indebtedness or other form of liability the customer may be obliged to repay or pay to the Bank.
- Where the customer is indebted in circumstances giving the Bank a right to set off all property specified in paragraph(a) of this clause shall be held as security for the debt.
- The Bank may, at any time, give the Customer notice in writing that if an accrued debt is not paid within a specified period (such period being not less than 14 (fourteen) days after receipt of the Customer of the notice, then the Bank may, without further notice, proceed to realise sufficient of the Customer's assets to discharge the debt. Any part payment towards discharging the debt will be accepted strictly on account and without prejudice to the Bank's rights,

- If the debt is not discharged within the time allowed and the Bank proceeds to realization of the Customer assets under paragraph (c) of this clause, the Customer hereby irrevocably appoints and constitutes the Bank as his attorney for the purpose of such realization, and for giving good title to any assets sold and all other incidental matters. Any surplus funds received from any such realization shall be held on the Customer's accounts subject to these General Terms and Conditions.
- The Bank shall not be held responsible of liable in any way for the outcome of any realization exercise under this clause, except where it can be proved that the Bank acted in bad faith.

- Any of the Customer funds in foreign currencies, which are subject to the Bank's lien, may be set Off against debts or realised at the rate of exchange applicable at the date of set-off or realisation. The Bank accepts no liability and shall not be held responsible for any loss caused by exchange rate fluctuations which loss shall be for the Customer's account.

- Deposits held for a given period of time including deposits in foreign currencies, may be set-off against debts not withstanding that the time period for such deposits has not expired at the time of set-off,

23. Freezing of Accounts

The Bank may, at any time, freeze any account of the Customer if and as long as the Bank deems such action necessary and particularly if there is any dispute in respect thereof, or if the Bank has doubt for any reason whatsoever as to the person or person's entitled to operate the same without any obligation to institute interplead proceedings, or to take any step of its own initiative for the determination of such dispute or doubt, provided that such freezing of accounts as is herein allowed, shall in no circumstances result into liability on the part of or a right of claim against the Bank whatsoever.

24. Cheque Books

Cheque books are issued subject to the following conditions:-

- The Customer agrees to and shall look after and use any cheque book and any cheque form with the utmost care.
- The Customer further agrees to ensure:-
 - (i) That all uncompleted cheque forms are kept in safe custody at all times
 - ii) That the Bank is immediately informed upon discovery by the Customer that any cheque book or any cheque form has been stolen, lost or misplaced;
 - (iii) That any person preparing a cheque on behalf of the Customer is authorized to do so;
 - iv) That all cheques are prepared and signed in permanent ink of other indelible writing material;
 - v) That the amount in which a cheque made out is written as near as possible to the left side of the form and in such a manner as to prevent any unauthorized addition of letters or figures or other change thereto;
 - vi. That all cheques and any alterations are signed by an Authorised Signatory;
 - vii) That no uncompleted cheque is given to any stranger or other person when the Customer does not have reasonable grounds for believing such person to be trustworthy.
- The Customer is advised that:
 - (i) Where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through a bank;
 - ii) If it is known with which bank the beneficiary of the cheques keeps his account then the name of the bank should be added to the crossing in order to make the cheque negotiable only through particular bank.
- On receipt in a form acceptable to the Bank of written notice from the Customer to stop payment of a cheque, the Bank will record the notice. The Bank shall not be held responsible if such notice is not acted upon unless bad faith on the part of the Bank can be proved.
- Upon closure of any account, the Customer will return to the Bank uncompleted cheque forms relating to that account.

25. Drawing of Cash

- The Bank will only be obliged to pay cash to the customer only where the relevant cheque is signed in the presence of the Bank's letter by an Authorised Signatory or the Authorised Signatories.
- Where a cash cheque is presented not by a Customer but by a third party, the Bank will require confirmation by telephone or by such other means deemed necessary by the Bank from the customer or from a representative of the Customer known to the Bank before it makes payment to that third party:
- Where cash cheques are presented by employees or other known agents of the Customer the following provisions shall apply:-
 - (i) The employee or agent will be identified before hand to the Bank in a manner acceptable to the Bank;
 - (ii) A limit will be agreed upon in writing between the Customers and the Bank as to the amount such employee or agent may draw, and until such limit is agreed, the Bank reserves the right to decline any order for payment made or presented by such employee or agent.
- Where payments are made under paragraph (c) of this clause, the Customer shall indemnify the Bank in respect of all payments made to such employee or agent whether or not the money was received by the Customer and whether or not the order for payment presented was in fact the order of the Customer.
- Where either the employee or agent is not known to the Bank or if the cheque exceeds the agreed limit, the provisions of paragraph (b) apply in which case such employee or agent shall be deemed to be a third party.

26. Forgery/Kughush

- The Bank shall not be liable in any way to the Customer for having honoured any cheque or other instrument the signature or content of which has been forged under any circumstance and in if:-
- The Customer has facilitated such forgery either by failure to comply with any of the conditions contained in paragraph (a) or paragraph (b) of clause 22 or by its negligence in any other way.
- There has been a previous forgery on any cheque of the Customer without the customer having objected to the first statement of account which reflected the debit in respect of such cheque as provided by Clause 15 hereof
- The forgery has been perpetuated by an employee, servant, agent, contractor or subcontractor of the customer.

27. Validity of Documents

- The Bank shall not be responsible for ascertaining the authenticity, validity, regularity or value of any document received by the Bank whatsoever, whether such documents are Bank forms filled in by the customer or otherwise including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants, company resolutions and forms, mandate forms, account opening forms credit facilities forms, and insurance policies and the customer shall at all times be deemed to

know and have no objection to any information the Bank may have relating to the customer's account

28. Safe Custody

- Any article is received from the Customer by the Bank for storage or safekeeping is accepted and received on the following terms:-
 - The article is received by the Bank for the account of Customer.
 - The article is received by the Bank at the sole risk of the Customer whatsoever including but not limited to theft month, vermin, heat or leakage and the Bank accepts no responsibility for any such damage or loss except in far as this clause expressly provides to the contrary
 - The Bank undertakes to exercise reasonable care in storing the article and in ensuring That no unauthorized person has access thereto:
 - The liability of the Bank for loss or damage of any one article its contents (if any) shall be limited to the value of the article subject to the maximum sum of USD 20 (United States Dollars Twenty only) unless the Bank has acknowledged in writing after such proof as it may require that Such article together with its contents (if any) is of a specified value in excess of that sum.
 - The Bank shall have a lien over any article deposited with the Bank for storage and/or safe keeping for any outstanding charges payable to the Bank on account of the services provided by the Bank for storage or safekeeping of such article, and pursuant to that lien, the Bank is authorized to open any package or envelope containing the article and To exercise in respect of the article such right as the Bank is permitted by these general terms and conditions to exercise over any property over which the Bank has a lien.
 - The customer shall certify that any articles/packages deposited with the Bank do not contain any firearm or other explosive device.
 - In the event of the death of the customer, the Bank will release any article deposited by the Customer to the Customer's personal administrators or executors upon the production by such personal administrators or executors of certified copy of the customer's Death Certificate and a valid grant of probate or letters of administration, as the case may be, and only upon payment of all outstanding charges due to the Bank respect of the storage or safekeeping of such article.

29. Correction of Errors

- The Bank reserves the right to correct promptly and after correction may if it deems necessary, give notice to the Customer of any entries made on the Customer's account by mistake, and shall apply a Debit interest where necessary to the balance that may result from such correction.

30. Remedies and Waivers

- No delay or omission on the part of the Bank in exercising any right or power or remedy shall impair such right or power or remedy, and any single or partial exercise shall not preclude any other or further exercise of any such right power or remedy or the exercise of any other right or power or remedy. The rights and remedies of the Bank are cumulative and not exclusive of any right or remedy provided by law.

31. Disclosure of Confidential Information

- The Bank may disclose any personal data and/or information whatsoever relating to the customer and/or the customer's account(s)
 - For fraud prevention purpose;
 - To licensed credit reference agencies;
 - To the Bank's external lawyers, auditors, debt collection agencies and sub-contractor of other persons acting as agents of the Bank

B-WEB GENERAL TERMS AND CONDITIONS

Article 1: Objective

Customers who have a bank account with BANK OF AFRICA-TANZANIA LTD (hereinafter referred to as "the Bank") and are connected to the Internet may use the "B-Web" service subject to the following general terms and conditions. The purpose of these terms and conditions is to define the conditions governing access to and the operating of the "B-Web" service and to set out the rights, obligations and specific liabilities of both the Customer and the Bank in respect of this service.

In this context, they represent an addendum to the general conditions, and all the general and special conditions laid down in agreements concluded with the Bank upon opening an account will continue to apply, with the exception of those which may be amended or adjusted by these general terms and conditions.

Article 2: Definitions

In these general terms and conditions, the following terms are used with the following meanings:

- User: the person making use of one of the services forming the subject of the "B-Web" contract.

- Electronic signature: a set of electronic data capable of being attributed to a particular person and establishing the integrity of the content of the instruction.
- Digipass: a pocket calculator offering two functions; traditional hand-held calculator on the one hand, and an instrument generating an electronic signature materialized a six-digit number produced by the Digipass, on the other.

Article 3: Services Available

The "B-Web" service consists of seven modules, each intended to carry out a specific type of transaction within the limits defined by the conditions set out in these regulations. They enable the customer:

- to obtain bank statements or to check the balance on current and savings accounts,
- to verify recent or past transactions on current and savings accounts (consultation limited to a period of three months),
- to make transfers between the customer's accounts (domestic and foreign payments).
- to send secure e-mails to the Bank with respect to transactions not covered by one of the above modules, via the B-mail,
- to consult a detailed daily statement of their assets with the Bank and in particular securities portfolios and fixed-term deposits.

However, the "B-Web" service does not cover transactions, undertakings, instructions or messages subject to legal or contractual formalities or those requiring a written signature and possibly the authentication thereof, in particular proxies, contracts, endorsements, guarantees, bills of exchange, cheques (non-exhaustive list given purely by way of an example). Furthermore, the Bank reserves the right, without having to give its reasons, not to respond to a request for access to the "B-Web" services or to limit access to this service to transactions involving a certain amount.

Article 4: Duration

On receipt of the contract, duly completed, dated and signed, and following the usual checks, the Bank will ensure that the Customer has access to the "B-Web" service as quickly as possible. The contract shall be concluded for an indefinite period.

The parties shall be entitled to terminate the B-Web service at any time. The customer must provide notification by registered letter, whereas the Bank may give notice by any means.

Termination by the Customer shall only take effect as of the next banking day following receipt of the registered letter. Termination by the Bank shall take effect one month after the customer is notified. However, the Bank reserves the right to terminate the contract immediately without notification in particular, but not exclusively, in the event of seriously reprehensible conduct, infringement of a contractual obligation, the closing of the accounts or the failure to use the service for a period of one year.

Article 5: Downloading

The Customer will himself download the "B-Web" software from the Belgolaise website (URL: <http://www.bweb-portal.com>). The customer bears sole responsibility for the proper operation of his computing equipment and his access to the Internet (and in particular his choice of access provider) in accordance with that which is stated in Article 8 of these terms and conditions.

Article 6: Security

All exchanges of information between the Customer's PC and the Bank are encrypted (made unreadable) in order to ensure greater security. The HTTPS (Hyper Text Transfer Protocol + SSL-Secure Socket Layers) communication protocol use.

Article 7: Electronic Signature

7.1. Operation

The electronic signature generated by the Digipass is verified by the Bank's computer system. The electronic signature thus verified vouches for the origin of the instructions and the integrity of their contents. The Customer shall not revoke instructions given via the "B-Web" service using an electronic signature. The Bank guarantees that it will replace the Digipass in the event of their/its failure. This guarantee is valid for one as of the issuing of the Digipass to the Customer.

7.2. The Bank's Obligations

The Bank will refuse to execute any instruction sent via the "B-Web" service without an electronic signature. The Bank guarantees that it will replace the Digipass in the event of their/its failure. This guarantee is valid for one month as of the issuing of the Digipass to the Customer.

The guarantee does not cover a Digipass that have/has been stolen, lost or damaged as a result of the Customer's failure to take adequate precautions. The Bank undertakes to respect the confidentiality of the information collected.

7.3. The Customer's Obligations and Responsibilities

The Customer shall use his Digipass for any instruction sent to the Bank via the "B-Web" service. The instructions will not be carried out if not accompanied by the electronic signature or if the maximum amount set out in Article 2 of the "B-Web" Contract is exceeded, as specified in Article 12 of these general terms and conditions. The Customer alone shall be responsible for keeping his Digipass and pin code in a safe place. He undertakes not to disclose the pin code enabling the

use of his Digipass, and any information enabling access to the service.

The Bank will inform the Customer of the initial PIN code (Init PIN Code) related to the Digipass. The Customer will then choose another five-digit pin code, thereby personalising the Digipass. The Customer undertakes to do his utmost best to prevent third parties from discovering or using the code. Furthermore, he undertakes to ensure that any users he may designate observe this obligation to keep the code secret.

The Customer shall inform the Bank as soon as he notices or suspects that his PIN code or his Digipass have been lost, stolen or misused. The Bank will block use of the electronic signature relating thereto as quickly as possible. Until receipt of notification from the Bank, the Customer acknowledges that he alone is wholly liable vis-à-vis the Bank for any use which may be made of the Digipass and undertakes to bear the cost of any damage whatsoever, either direct or indirect, resulting from the incorrect, improper, illicit or unlawful use of the Digipass, either by himself or by third parties. However, this liability is limited to the sum of euro 150, unless the customer has acted fraudulently or with serious negligence, in which case the ceiling stipulated does not apply. Within the limits of the restrictions stated above, the customer shall indemnify the Bank for any damages, loss and costs it might sustain and authorises it to debit his account for the amount thereof.

If notification is sent while the Bank is closed, this shall be presumed to have been received on the following banking day. The Customer shall inform the Bank of the loss, theft or improper use of his PIN Code or his Digipass as soon as he becomes aware of this, using one of the following means of communication:

- Tel.: +255 2110928/ 2111229
- Fax: +255 2113740
- e-mail: bwebadmin@boatanzania.

The Customer indicates that he expressly agrees to all the telephone conversations held on the above-mentioned telephone number being recorded by the Bank. The Bank will keep the recordings for one year.

It is agreed that these telephone recordings as well as the copy of the fax or e-mail message received by the Bank shall be deemed authentic in the event of a dispute and shall constitute valid and admissible evidence before the Courts if need be. The Customer acknowledges that he has taken due note of the security rules relating to the product, states that he accepts them and undertakes to comply with them.

7.4. Use of the Digipass

Scope of Application

The parties undertake to acknowledge the full and complete validity of instructions carried out by the Bank with the authority of an electronic signature instead of an original hand-written signature. Even in the event of joint hand-written signatures, a single electronic signature shall suffice. The Bank shall consider a correct electronic signature as coming directly and exclusively from the Digipass issued by the Bank.

Issuing a Digipass

The Bank shall provide each user of the service with a Digipass, a protective cover, and a PIN Code (Init PIN Code). A User's Manual is also supplied with the Digipass.

The Customer is responsible for replacing the main Digipass battery. The battery is to be replaced when the "Battery Low" message appears on the Digipass screen.

The Customer must ensure that it is replaced without delay in order to safeguard the life of the standby battery, since any interruption in the power supply to the Digipass will render it permanently inoperative. The procedure for replacing the Digipass battery is described on page 9 of the Digipass User's Manual.

The Digipass and their/its initial PIN Code (Init PIN Code) will be sent by separate post for security reasons.

Electronic signature check

The Bank will verify the validity of the electronic signature via its computer system. Should this electronic signature prove incorrect, a message will be displayed on the screen. The electronic signature process will have to be started again.

After three unsuccessful attempts to enter the PIN Code, the Digipass becomes inoperative. In order to be able to use it again, the Customer will have to contact the Bank on one of the numbers given in Article 7.3. § 8 of these terms and conditions.

If the Customer has forgotten his PIN Code, he will have to order a new Digipass and send the old one back to the Bank. The associated costs will be charged to him.

7.5. Returning the Digipass

The Digipass will remain the property of the Bank. The Bank may request that they be returned immediately under the following circumstances:

- if the accounts or portfolios associated with the Digipass become unavailable or are closed for whatever reason;
- if serious technical problems or other reasons force the Bank to request the return of the Digipass.
- if the Digipass are/is reaching the end of their/its useful life, are/is defective or damaged;
- When the "B-Web" is terminated.

If the Customer retains the Digipass despite having been asked to return them/it to the Bank, the Customer shall be liable for all the direct and indirect consequences

that might result from the improper use of the Digipass.

Article 8: Proof

The electronic signature, as validated by the Bank's computer systems, constitutes valid and irrefutable proof of the identity of the user and the integrity of the instruction as well as his agreement as regards the transactions effected with this signature via the system.

The Bank confirms all transactions carried out via the "B-Web" system by means of a statement of account, which will be sent to the Customer, kept at his disposal at the Bank's counters, or made available for consultation via "B-Web".

The Customer must notify the Bank without delay of any error in the statements he receives. If no objection is raised in good time, the Customer is deemed to have approved the booking and the transactions as they appear on the statement.

Article 9: The Bank's Obligations and Responsibilities

The "B-Web" service is available round the clock, 7 days a week, except when the system is being updated.

The Bank undertakes to do its utmost to ensure the proper operation of the service, but cannot be held liable for failures, disruptions or operating difficulties attributable to the Internet network or telecommunications. The Bank does not accept any liability for the transmission of information. It will not be part of any dispute, which may arise between the Customer and the Internet access provider or telecommunications operator.

The Customer also acknowledges that for all stages of access to the site and the various operating modules provided by the "B-Web" service or subsequent services, the Bank does not enter into any firm commitments but only best-effort undertakings. Consequently, with the exception of cases of fraud or serious error and without prejudice to the best-effort undertakings referred to above, the Bank may not be required to pay any compensation whatsoever to the Customer.

The Bank may not be held liable for the failure to fulfil the contract concluded in the case of force majeure, disruption or strike, in particular by postal services or means of communication or transport, flooding or fire, this list being indicative and not exhaustive. If the Customer is a legal entity, the persons signing the agreement must be duly empowered in accordance with the articles of association.

The Bank declines any liability for damage caused to the equipment during the installation, or during or after the use of the "B-Web" service.

Article 10: Costs

All costs relating to the equipment used by the Customer shall be borne by him. The costs of transmission by telephone and any subscriptions taken out by the user with an Internet access provider shall also be borne by the Customer.

The Customer authorizes the Bank to debit his account with the amounts due as a result of his subscription to the "B-Web" service.

The use of the "B-Web" service and the cost of carrying out banking transactions via "B-Web" shall be subject to the scale of charges in force as specified in the appendix to these conditions (also available from branches of the bank).

Article 11: Miscellaneous

The software remains the property of the Bank and may, under no circumstances, be modified or copied.

Article 12: Ceiling on Transactions

The Customer shall determine the ceiling for transactions when signing the contract. It is clear that this ceiling will apply to each individual transaction.

In the event of the ceiling being exceeded, the instructions sent through the "domestic payments", "international payments" and "netting" modules will automatically be rejected by the Bank's computer system and this rejection will be displayed on the Customer's PC with the message "Rejected Signature Class Insufficient".

As regards the "B-mail" module, the Bank will check the transactions ceiling when the message is received. If the ceiling is exceeded, the Bank will inform the Customer via the "B-mail" module of the "B-Web" service.

Article 13: Jurisdiction

The "B-Web" contract shall be governed by Tanzanian law. In the event of a dispute, the Tanzanian courts shall have sole jurisdiction.

Article 14: Conditions and Scale of Charges

The General Terms and Conditions and scale of charges shall be those in force when the contract is signed. Nevertheless, the Bank reserves the right to amend them at any time.

Any changes made to the "B-Web" General Terms and Conditions and the scale of charges mentioned in Article 10 will be sent to the Customer at least two months before they come into force by whatever means the Bank chooses, e.g. in a notice enclosed with the statements. Unless the Customer terminates the "B-Web" contract before the change takes effect, the Customer is assumed to have accepted the new

provisions.

Article 15: Product Development-Service Provision

Technological progress may be such that the Bank will develop the "B-Web" service further and make further changes as it thinks fit.

Services that are not yet operational at the time of the signing of the Contract will gradually be made available to the Customer. The Bank will inform the Customer of these by all means.

Unless the Customer expressly requests otherwise, he will automatically receive all new "B-Web" service modules as and when they appear.

If the Customer is not satisfied with the adaptations and developments made by the Bank to the "B-Web" service, he may terminate the contract under the conditions laid down in Article 4 of these conditions.

Article 16: Protection of Privacy

In accordance with the law of December 8, 1992 on the protection of privacy, personal information collected in the context of the "B-Web" service is intended for the Bank which hereby is authorized to store it in a computer memory, use it and pass it on, for the same purposes, to the companies in its group, its brokers and insurers and even to third parties or subcontractors for management requirements.

The Customer may exercise the right vis-à-vis the Bank to access, correct or delete data as well as to object to their processing. For this purpose, the Customer may write to the Bank at the following address:

Bwebadmin@boatanzania.com
or
BANK OF AFRICA TANZANIA
Ohio/Kivukoni Street
3054 Dar es Salaam
Tanzania

B-MOBILE BANKING: TERMS AND CONDITIONS

1: Definition:

In these Terms and Conditions, the following terms shall have the following meanings:

"Bank" means any branch in Tanzania of Bank of Africa (Tanzania) Limited with which the Customer's Account is maintained;

"Customer" means the person who holds an Account with the Bank;

"MSP" means any Mobile Service Provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.

"Service Provider(s)" definition includes but is not limited to MSPs, or organizations or individuals whose services the bank uses in relation to mobile Banking Service in any capacity.

"PIN" means the 6 digit PIN as provided to the Customer by the bank for authentication/verification by bank of his/ her identity. The customer will be able to obtain a range of financial information as determined by the Bank related to his/her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s) and Facility.

"Alerts" means the customized messages sent either by short messaging service/text ("SMS" over the Customer's mobile phone, email, or fax or any other modes of communication.

2: Availability

2.1 The Customer has requested for this Facility, which the bank at its sole discretion may discontinue at any time without any prior notice. The Facility is currently available only to resident Tanzanian Customers with Account(s) with the Bank.

2.2 The Bank may wherever feasible extend the Facility to other MSP's from time to time.

2.3 The customer assumes full responsibility for the security and confidentiality of his or her mobile phone, mobile phone number and PIN to be used in initially gaining access to his or her enrolled Account(s) through the use of his or her mobile phone.

2.4 The Facility may be extended by the Bank to any other accounts, products and/or services being offered by the Bank or otherwise at the sole discretion of the Bank from time to time.

2.5 The Bank also reserves the right to make any additions or deletions in the services offered through Facility at any time.

2.6 The customer shall inform the Bank immediately on surrendering or discontinuing use of the MSP's mobile connection.

3: Process

3.1 The Customer is duly bound to notify himself with the detailed process for using the Facility and the Bank is not responsible for any error/omissions by the Customer.

3.2 The Bank may, at its discretion, from time to time change the features of any Alerts/ Facility. The Customer will be solely responsible for keeping himself updated of the available Alerts, which shall, on best-effort basis, be notified by the Bank through its website or through any other legally recognized medium of communication.

3.3 The processing of registration form and activation service shall require a maximum of 5 days from the date of submission of duly-filled registration form.

3.4 The Bank is not bound to acknowledge the receipt of any query instructions nor shall the Bank be held responsible to verify any instructions. The Bank shall endeavor to provide instructions on a best effort basis and wherever operationally possible for the Bank.

3.5 The Customer is solely responsible for intimating in writing to the Bank any change in his mobile phone number and the Bank will not be liable for sending Alerts or other

information over the Customer's mobile phone number in any way whatsoever.

- 3.6 The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services within Tanzania. The Customer accepts that timeliness, of Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable for non-delivery or delayed delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.
- 3.7 The Bank shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold the Bank or its Partner(s) responsible/liable for non-availability of the Facility or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Alerts for the Customer's investment or business purposes). The Bank or its Service Providers shall not be held liable in any manner to the Customer in connection with the use of the Facility.
- 3.8 The Customer accepts that each Alert may contain certain Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.
- 3.9 The Customer must keep their Mobile Banking Personal identification Number (PIN) secret at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and/or in case of any unauthorized use of his/her Mobile Banking PIN.
- 3.10 The Customer must keep the SIM card and his/her Mobile phone in secure/safe custody at all times. The Customer shall be solely responsible for the consequences in case the Customer fails to adhere to the above and/or in case of any unauthorized use of his/her mobile phone or SIM card.
- 3.11 By agreeing to the Terms and Conditions of Mobile Banking, the Customer accepts the option to use the enhanced options, as and when they are made available by the Bank, which may include but not be limited to; transferring of funds, making bill payments, transferring from one currency to another. Upon the Bank offering the enhanced options, the Customer shall be advised the fees charged if any for the various enhanced options made available. Such Alerts shall be charged on a per transaction basis or otherwise as determined by the Bank.

4. Addition and Withdrawal or Termination of Facility

- 4.1 The Bank reserves the right to introduce additional services with or without giving any notice to the customer. The Bank reserves the right to send messages to the registered Mobile phones regarding its products, services or any related matter, without the express consent of the customer.
- 4.2 The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility.
- 4.3 Notwithstanding the terms laid down in clause 4.2 above, either the Customer or the bank may, for any reason whatsoever terminate this agreement at any time upon prior written notice. Liabilities incurred by the Customer shall, however, survive the termination of this agreement.

5: Fees

- 5.1 The Bank, may at any time, at its sole discretion, charge a fee for use of any or all of the Facility, under a notice to the Customer through any medium available. The customer will be charged this fee only after his/her consent. In case no consent is provided by the customer the Services defined above shall be discontinued without any further notice.
- 5.2 Unless otherwise waived by the bank, after Customer consent is taken, the Customer shall pay the Bank, fees and charges for the use of the service. In this connection, the Bank is hereby authorized by the customer to debit any of the Customer's Account (s) with the Bank.
- 5.3 The Customer, shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the receiving of the Alerts, which may be levied by the MSP as per the terms and conditions of the MSP and the Bank is in no way concerned with the same.

6: Disclaimer

- 6.1 The Bank or its employee/contractual staff will not be liable for: (a) any unauthorized use of the Customer's PIN or
- (b) acting in good faith on any instructions received by the Bank; (c) error, default, delay or inability of the Bank to act on all or any of the instructions; (d) loss of any information/instructions /Alerts in transmission;
- (e) unauthorized access by any other person to any information/instructions given by the Customer or breach of confidentiality;
- 6.2 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery of the contents of each Alert.
- 6.3 The Bank shall not be held liable for any disruption or failure of providing mobile telecommunication services by MSP. The customer agrees that any complaint in connection with the failure of mobile telecommunication services shall be referred to and addressed by the MSP.
- 6.4 All responsibility of use of Facility by secondary cardholder/joint account holder shall be binding on all joint account holders.

7: Disclosure

The Customer accepts that all information /Instructions will be transmitted and / or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Customer or his Card Account to the MSPs or any other service providers so far as is necessary to give effect to any instructions.

8: Liability and Indemnity

The Customer shall indemnify and keep the Bank and its Service Provider(s) free and

harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the Customer and/or a third party. In addition, the Banks shall not be liable for any expense, claim, loss or damage arising out of or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

9: Amendment

The Customer hereby agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions.

10: Laws and Jurisdiction

This Agreement shall be governed and fall under jurisdiction of the laws of the United Republic of Tanzania. All disputes or differences whatsoever which shall arise any time hereafter whether during the continuance of the Agreement in the first instance the parties shall endeavor to settle such matter amicably failing which the matter shall be referred to single arbitrator which shall be appointed by the parties from Tanzania Communications Regulatory Authorities (TCRA). This shall be done in accordance with and subject to the provisions of the Arbitration Act [Cap. 15 R.E. 2002] or any statutory modification or re-enactment thereof for the time being in force.

TERMS AND CONDITIONS FOR PACKS

CONTRACT AND GENERAL CONDITIONS OF THE EMPLOYEE PACK

MEMBERSHIP CONTRACT AND GENERAL CONDITIONS OF THE 'EMPLOYEE PACK' Between: On one hand

The 'BANK' OF AFRICA, hereunder referred to as 'BOA' or the 'BANK'
And on the other hand,

domiciled at.....
.....

Hereunder referred to as the 'CLIENT' who declares subscribing to the 'EMPLOYEE PACK' and acknowledges having read, understood and accepted the general conditions, annexes and the special conditions agreed upon with the 'BANK', and presented hereunder, as well as the tariff conditions currently in force. Moreover, the 'CLIENT' undertakes to take out insurance covering products included in the 'EMPLOYEE PACK'.

Article 1: Definitions

The 'EMPLOYEE PACK' is a set of products and services included in a special offer subject to the following general conditions.

The Value Date is the date on which the monthly fee chargeable on the account in respect of the package shall be deducted from the client's account

Article 2: Objective

The objective hereby is to define the conditions under which the 'BANK' avails to the 'CLIENT', who on his/her part accepts a set of products and services constitutive of the 'EMPLOYEE PACK' and to determine the special rights, obligations and responsibilities specific to the utilization of this package, on the side of the 'CLIENT' as well as that of the 'Bank'.

The signing of the contract here attached accords membership to the 'CLIENT' to the 'EMPLOYEE PACK' and confers upon him the right to enjoy the following products, subject to conditions set in the membership contract:

2.1 Current Account:

The 'BANK' avails to the 'CLIENT', a Current Account whose conditions of opening, operating and closure are specified in the general conditions here under.

2.2 Savings Account:

The 'BANK' avails to the 'CLIENT', a Savings Account whose conditions of opening, operating and closure are specified in the general conditions here under.

2.3 Overdraft:

In consideration of the 'CLIENT's funds held in his/her current account, the 'BANK' will avail the option of having an overdraft facility to the 'CLIENT', who will accept and sign the terms and conditions of the facility outlined in the letter of offer. By subscribing to the 'EMPLOYEE PACK', the 'CLIENT' undertakes to ensure that his/her salary is remitted on monthly basis, onto his current account, opened in this 'BANK' without fail.

The overdraft protection services will only be operational after reception of the first deposit of funds into the account.

2.4 Debit Card:

The 'BANK' avails to the 'CLIENT', who accepts, a Debit card usable in all ATMs of the bank network, in conformity with the general conditions hereunder.

2.5 Mobile Banking:

The 'BANK' avails to the 'CLIENT', who accepts, access to Mobile banking services including 'Alerts' and enquiries in conformity with the general conditions here under.

2.6 "Borrower life" and "overdraft" insurance

The "borrower life" insurance and the "overdraft" insurance are contracts that guarantee, subject to the payment of a premium, the repayment of the outstanding balance to the "BANK" in case of death/permanent disability of the "CLIENT" beneficiary of the loan or overdraft granted.

2.7 "ATM card loss" insurance

The "ATM card loss" insurance is granted systematically to all subscribers of the PUBLIC SERVICE Pack to cover against loss or theft of the Debit card.

2.8 On-line Banking (B-Web)

The BANK shall avail to the CLIENT free view access to their account under this package via Online Banking

Article 3: Statement of Undertaking

3-1 Statement of the 'CLIENT'

The 'CLIENT' states and assures the Bank of:

1. Having read and understood the conditions of eligibility for the subject matter of this agreement;
2. That no administrative proceedings, action, process or procedure is ongoing or, to his/her knowledge, is about to be instituted or started in order to prevent the signing of these general conditions, or could have major unfavourable effects on his occupation or estate
3. That there are no facts likely to constitute a case of acceleration of maturity for the purpose of this contract.

3-2 Undertakings of the 'CLIENT'

The 'CLIENT' undertakes vis-à-vis the "Bank":

1. To irrevocably deposit his/her salary and other incomes onto his/her current account, which he opened in the framework of the "EMPLOYEE PACK"
2. To inform the "BANK" in the shortest time possible, by producing all necessary documents in support, any change in his/her legal or marital status or his/her address.
3. To inform the "BANK" in the shortest time possible of any facts likely to seriously affect the extent or value of his estate, to noticeably increase the volume of his/her liabilities or to affect his/her capacity to honour/meet his/her obligations towards the "BANK".

Article 4: Pricing

The fees or commissions which normally apply to different transactions or services mentioned in these general conditions are replaced, on mutual agreement of parties, by a fixed monthly fee of Tshs. 7000.00 deducted from the principal account of the 'CLIENT', on the understanding that the 'CLIENT' hereby gives the Bank specific permission to that effect. This fee covers all the products and services included in the 'EMPLOYEE PACK' not included in this subscription are the premiums relating to the use of the overdraft or other credits as well as eventual death or disability insurance premiums.

The 'CLIENT' acknowledges having read, understood and accepted the fees, commissions and the value dates in force within the Bank on the day of signing these general conditions.

The 'CLIENT' acknowledges the Bank's right to levy, within the same conditions, any other fees and commissions on transactions or services stipulated or not in these general conditions, or which may result from change in rules and regulations, as well as to alter the amount of fee or commissions which are the subject matter of this agreement.

The 'CLIENT' shall be informed of these changes at least two months in advance, which changes shall be deemed accepted unless the contract is cancelled within this period.

Article 5: Duration and Cancellation of the Contract

5.1 Duration:

This agreement shall exist until terminated by either party. The 'CLIENT' may terminate by giving the bank a 15-day written notice and upon discharging all the obligations accrued, if any under the package. When the termination is initiated by the Bank and without contravening Article 5.2 hereunder, the Bank must give the 'CLIENT' a 15-day notice. In case of cancellation, the 'CLIENT' could separately enjoy the products listed in Article 2 above, under general conditions specific to the said products.

5.2 Early Cancellation of the contract

This agreement can be terminated at the initiative of the Bank, without prior notice, in any of the following cases:

1. In case of closure of the account for whatever reason.
2. In the case where the 'CLIENT' ceases to meet the eligibility conditions of this agreement, especially in case of loss of employment.
3. In the case where the reasons given or the statements made by the 'CLIENT' are entirely or partly false or inaccurate, as in the case where the 'CLIENT' is guilty of fraudulent dealings against the Bank.
4. In the case where the 'CLIENT' does not fulfil his/her undertakings as stipulated in this agreement, especially, in case of failure to pay his/her dues in good time or withholding revenue from the bank, and more generally in all cases stipulated by law.

The early termination of this agreement for whatever reason results in:

- The immediate cancellation of the overdraft services
- Return of the Debit card
- Annulment of access to free Alerts and Enquiries on Mobile Banking
- Subjecting the 'CLIENT' to standard conditions in force as concerns account maintenance fees and commissions.

Article 6: Contract Documents

Contract documents of the package are composed of the membership contract and the general conditions of using the "EMPLOYEE PACK" product, including:

- The general conditions of membership of the "EMPLOYEE PACK"
- The general conditions of the overdraft
- The general conditions for using the Debit card
- The general conditions for using Mobile Banking
- The general conditions for using On-line Banking (B-Web)

All these are subject to the amendments and annexes, which shall modify or complete the clauses. The "BANK" reserves the right to alter or update these documents, at any time, especially following modifications in the law, regulations in force or changes in the contracting practices or services.

The 'CLIENT' shall be informed of these changes at least two months in advance and these changes shall be deemed to be accepted by the "CLIENT" unless the contract is terminated within this period.

Article 7: Choice of Residence

For the purposes of this agreement, the parties have chosen to be domiciled as follows: The Bank at its Headquarters and the 'CLIENT' at his/her residence, indicated in the membership contract.

In case of change of residence, the 'CLIENT' is required to notify the Bank of his/her new address the earliest possible.

Article 8: Applicable jurisdiction

These general conditions are governed by the laws and regulations in force in the Republic of Tanzania. Any dispute relating to the interpretation or the enforcement of these general conditions shall first be resolved amicably. In case of failure to reach such an amicable solution, only the courts in Tanzania have the jurisdiction to settle the matter. Notwithstanding the presence of co-defendants or change of residence.

Issued at On...../...../.....

Signature..... Signature

APPENDIX I: CG OVERDRAFT AUTHORIZATION TO INDIVIDUALS

Article 1: Objective

In consideration of the 'CLIENT's' income sent to the account, the 'BANK' avails to the 'CLIENT' who accepts and consents to sign the conditions, an overdraft facility which can go to up to 50% of his salary in accordance with these conditions.

Article 2: Repayment

The overdraft amount is payable and must be repaid in full at the end of every month, in addition to the eventual settlement amounts of loans unpaid.

Article 3: Termination of the Contract

If the Bank notes that the amount of income deposited on a monthly basis is not enough to cover the overdraft and the eventual settlement amounts of loans unpaid, it may, in accordance with the law, terminate the overdraft agreement.

Article 4: Duration of Overdraft

The duration of the overdraft agreement is linked to that of the Debit card. The authorized overdraft service ceases therefore if the card is not renewed on the due date.

Article 5: Governing law, Election of Jurisdiction and Selection of address for service of legal notices

These general conditions are governed by the laws and regulations in force in the republic of Tanzania

All disputes relating to the interpretation or the implementation of these general conditions must be subject to an amicable settlement before proceedings.

In the absence of such a settlement, only the courts of Tanzania will be competent notwithstanding the presence of co-defenders or change of address.

For the purpose of these conditions, the parties select addresses for service of legal notices:

- The 'BANK', in its headquarters.
- The applicant, at his residence or Postal address provided

CONTRACT AND GENERAL CONDITIONS OF THE AMBITION SAVINGS PLAN

CONTRACT AND GENERAL CONDITIONS OF THE «AMBITION SAVINGS PLAN»

Between: On one hand

BANK OF AFRICA TANZANIA, hereunder referred to as "BOA" or the "BANK"

And on the other,

Residing at.....
.....Hereunder referred to as the "CLIENT"

Who declares that he shall adhere to the AMBITION SAVINGS PLAN (ASP) and acknowledges having read and accepted the general and specific conditions agreed with the bank outlined hereunder, as well as the pricing conditions in force. In addition, I commit to take up insurance covers relating to the products offered in the AMBITION SAVINGS PLAN

Article 1: Definitions

The Ambition Savings Plan, hereunder known as ASP, is a savings plan that earns interest of a percentage determined by prevailing market conditions. Its objective is to help the holder achieve his goals. The ASP allows one to save an amount that is always accessible and, at the end of the saving period, eventually benefit from a maximum loan of up to double the amount saved.

An insurance cover is linked to the agreed upon loan within the framework of the ASP. It guarantees, in case of death or temporary/permanent disability:

- The repayment of outstanding loan facility
 - In case of retrenchment, to make the monthly loan repayments for a period of 6 months
- The specific general conditions and application form should be filled and signed by the CLIENT

Article 2: Saving Period

2.1 Opening

2.1.1 The definition of a holder is limited to natural persons who are of legal age and who hold a current account with BOA- TANZANIA

2.1.2 A single person can hold a maximum of one ASP.

2.1.3 The ASP comes into force as soon as these general conditions have been accepted and the contract form has been signed.

2.2 Working modalities

2.2.1 The holder must make his savings by instituting automatic monthly payments through his current account, the value of the monthly payments is determined by the holder but the minimum is Tshs 50,000. The holder has the possibility afterwards to change the payment amount chosen during the saving period.

2.2.2 The holder can make lump payments to his/her savings account. They shall however not be taken into consideration in the calculation of the loan amount which may be eventually obtained.

2.2.3 The holder may withdraw, at anytime, the funds deposited with ASP, partially or in total.

2.3 Interest

2.3.1 The ASP has been re-valued to a fixed interest rate by 'BOA' based on the prevailing interest rates. This interest rate may be modified. The holder shall be informed of changes either through the contact details provided in the account opening form his bank statements or through reading the pricing conditions available from BOA-TANZANIA

2.3.2 The interests earned at the end of every calendar year are added to the capital and become in themselves interest earners.

2.4 Duration

The ASP is opened for an undetermined period.

2.5 Suspension

The "CLIENT" may ask the bank to suspend payments to ASP for a maximum period of 3 months per year.

2.6 Termination of the ASP

The ASP contract shall be terminated after 3 consecutive uncovered transfers: In this case the transfers are automatically stopped. The client loses his eligibility for a loan facility under this package

2.7 Closure

This Agreement shall subsist until terminated by either party. The Client may terminate by giving the Bank a 15-day written notice and upon discharging all the obligations accrued, if any, under the Ambitious Savings Plan When the termination is initiated by the Bank, the Bank must give the 'CLIENT' 15-days' notice.

2.8 Pricing

The ASP does not have any opening or ledger fees.

Article 3: Loan Period

3.1 Duration of the Preliminary saving period.

At the end of a "saving period" of 12 monthly deductions, at a minimum, deducted from the current account and paid into the ASP account, the holder of the ASP may ask for a loan at a special interest rate. The saving amount under the saving period in question shall serve as a base for the calculation of the loan. Under no circumstances does the opening of an ASP mean an undertaking on the part of BOA- TANZANIA to give a personal loan to the subscriber. This ASP only allows him to benefit from a special interest rate for the loan that he will eventually be awarded in respect to the amount saved under saving period of the ASP described in article 2.

3.2 Features of the loan

The general conditions applicable to the loan will be those set by the bank for the Ordinary Personal Loan and shall be offered on the basis of the client's profile and market conditions.

3.4 Number of Loans

A single holder cannot simultaneously obtain more than one loan on the basis of the ASP saving period.

3.5 Loan Amount

The loan amount granted cannot exceed double the amount saved.

3.6 Duration and repayment of the loan

The loan is redeemable through equal monthly deductions for duration of 48 months or more.

3.7 Interest rate of the loan

The interest rate given to the holder of the ASP is lower than the standard interest rate of a personal loan.

3.8 Charges

The loan charges are outlined in the Key Facts Document and the letter of offer pricing general conditions of BOA-KENYA in force at the time of granting of the loan.

Article 4: Obligations of the "CLIENT"

4.1. The "CLIENT" affirms and guarantees to the bank:

- That he has read the eligibility conditions that are the subject of this contract.
- That no proceeding, action, trial or administrative procedure is ongoing or, within his knowledge is about to be initiated or carried out which may hinder or stop the signing of these general conditions or that may have a major unfavourable effect on his income generating activity or his financial situation.

4.2. Commitment of the "CLIENT"

The "CLIENT" commits to the bank to inform it in the shortest time possible, by producing all necessary justification documents, of any change of his legal situation, marital status or address.

Article 6: Election of Jurisdiction

These general conditions are governed by the laws and regulations in force and applicable in TANZANIA

All disputes relating to the interpretation or the implementation of these general conditions, must be subject to an amicable settlement before proceedings.

In the absence of such a settlement, only the @@@courts of KENYA will be competent notwithstanding the presence of co defenders or change of address.

CONTRACT AND GENERAL CONDITIONS OF THE

"MY BUSINESS PACK"

MEMBERSHIP AGREEMENT AND GENERAL PROVISIONS OF "MY BUSINESS PACK"
Between: BANK OF AFRICA - TANZANIA, referred to hereunder as "BOA" or the "BANK"

And on the other hand,

Domiciled in Referred to here under as the "CLIENT"

Who confirms being a member of "Y BUSINESS PACK" and acknowledges having read and understood, and therefore accepts the general provisions, annexures and the special conditions agreed upon with the Bank, as set out here under, as well as the tariff conditions in force. Moreover, the CLIENT undertakes to take out insurance covering products included in the "MY BUSINESS PACK".

Article 1: Definitions

The 'My Business Pack' herein referred to as the "Package" is a set of products and services included in a special offer subject to the following general conditions.

The Value Date is the date on which the monthly fee chargeable on the account in respect of the package shall be deducted from the client's account.

Article 2: Objective

The objective hereby is to define the conditions under which the Bank avails to the CLIENT, who on his/ her part accepts a set of products and services constitutive of "MY BUSINESS PACK", and to determine the special rights, obligations and responsibilities specific to the utilization of this/her package of both the Client and the Bank.

The signing of this contract here attached accords the CLIENT membership "MY BUSINESS PACK" and confers upon him/her the right to enjoy the following products, subject to conditions set in this membership contract:

2.1 Current Account:

The "BANK" avails to the "CLIENT", a Current Account whose conditions of opening, operating and closure are specified in the general conditions of the account opening form.

2.2 Savings Account:

The "BANK" avails to the "CLIENT", a Savings Account whose conditions of opening, operating and closure are specified in the general conditions of the account opening form.

2.3 Debit Card:

The "BANK" avails to the "CLIENT", who accepts, a Debit card usable in all ATMs of the bank, in conformity with the general conditions here under.

2.4 Mobile Banking Alerts and Enquiries:

The BANK avails to the CLIENT, who accepts, access to Mobile banking services including "Alerts" and Enquiries in conformity with the general conditions here under.

2.5 On-line Banking (B-Web)

The Bank shall avail to the CLIENT free view access to their account under this/her package via online Banking.

Article 3: Statement of Undertaking

3-1 Statement of the "CLIENT"

The "CLIENT" states and assures the Bank of:

1. Having read and understood the conditions of eligibility for the subject matter of this agreement;
2. That no administrative proceedings, action, process or procedure is ongoing or, to his/her knowledge, is about to be instituted or started in order to prevent the signing of these general conditions, or could have major unfavourable effects on his/her occupation or estate
3. That there are no facts likely to constitute a case of acceleration of maturity for the purpose of this contract.

3-2 Undertakings of the "CLIENT"

The "CLIENT" undertakes vis-à-vis the Bank:

1. To inform the Bank in the shortest time possible, by producing all necessary documents in support, any change in his/her legal or marital status or his/her address.
2. To inform the Bank in the shortest time possible of any facts likely to seriously affect the extent or value of his/her estate, to noticeably increase the volume of his/her liabilities or to affect his/her capacity to honour/meet his/her obligations towards the Bank.

Article 4: Rates Fixing

The fees or commissions which normally apply to different transactions or services mentioned in these general conditions are replaced, on mutual agreement of parties, by a fixed monthly fee of Tshs. 5000.00

deducted from the principal account of the "CLIENT", on the understanding that the "CLIENT" hereby gives the Bank specific permission to that effect.

This fee covers all the products and services included in the "MY BUSINESS PACK".

The "CLIENT" acknowledges having read, understood and accepted the fee, commissions and the value dates in force within the Bank on the day of signing these general conditions.

The "CLIENT" acknowledges the Bank's right to levy, within the same conditions, any other fees and commissions on transactions or services stipulated or not in these general conditions, or which may result from change in rules and regulations, as well as to alter the amount of fee or commissions which are the subject matter of this/her agreement.

The "CLIENT" shall be informed of these changes at least two months in advance, which changes shall be deemed accepted unless the contract is cancelled within this period.

Article 5: Duration and Cancellation of the Contract

5.1 Duration: This Agreement shall subsist until terminated by either party. The Client may terminate by giving the Bank a 15-day written notice and upon discharging all the obligations accrued, if any, under the package.

When the termination is initiated by the Bank and without contravening Article 5.2 hereunder, the Bank must give the "CLIENT" 15 days' notice.

In case of cancellation, the "CLIENT" could separately enjoy the products listed in Article 2 above, under general conditions specific to the said products.

5.2 Early Cancellation of the contract

This agreement can be terminated at the initiative of the Bank, without prior notice, in any of the following cases:

1. In case of closure of the account for whatever reason
2. In the case where the "CLIENT" ceases to meet the eligibility conditions of this agreement,
3. In the case where the reasons given or the statements made by the "CLIENT" are entirely or partly false or inaccurate, as in the case where the "CLIENT" is guilty of fraudulent dealings against the Bank.
4. In the case where the "CLIENT" does not fulfill his/her undertakings as stipulated in this agreement, especially, in case of failure to pay his/her dues in good time or withholding revenue from the bank, and more generally in all cases stipulated by law.

The early termination of this/her agreement for whatever reason results in:

- Return of the Debit card
- Annulment of access to free alerts and enquiries on Mobile banking
- subjecting the "CLIENT" to standard conditions in force as concerns account maintenance fees and commissions.

Article 6: Contract Documents

Contract documents of the package are composed of the account opening form, membership contract and the general conditions of using "MY BUSINESS PACK" product, including:

- The account opening form together with the general terms and conditions therein.
- The general conditions of membership of the "MY BUSINESS PACK"
- The general conditions of the accounts
- The general conditions for using the Debit card
- The general conditions for using Mobile Banking
- The general conditions for using Online Banking (B-Web)

All these are subject to the amendments and annexures, which shall modify or complete the clauses. The Bank reserves the right to alter or update these documents, at any time, especially following modifications in the law, regulations in force or changes in the contracting practices or services.

The "CLIENT" shall be informed of these changes at least 30 days in advance and these changes shall be deemed to accepted by the "CLIENT" unless the contract is terminated within this/her period.

Article 7: Choice of Residence

For the purposes of this/her agreement, the parties have chosen to be domiciled as follows: The Bank at its Headquarters and the «CLIENT» at his/her residence, indicated in the membership contract.

In case of change of residence, the "CLIENT" is required to notify the Bank of his/her new address the earliest possible.

Article 8: Applicable Jurisdiction

These general conditions are governed by the laws and regulations in force in the Republic of TANZANIA. Any dispute relating to the interpretation or the enforcement of these general conditions shall first be resolved amicably.

In case of failure to reach such an amicable solution, only the courts in Tanzania have the jurisdiction to settle the matter, notwithstanding the presence of co-defendants or change of residence.

Issued at Date /..... /.....

Signature..... Signature.....

BOA- TANZANIA authorized official THE «CLIENT