



GENERAL TERMS AND CONDITIONS FOR OPERATING WITH CRDB BANK PLC

In these terms and conditions the word “Customer” means the undersigned overleaf, and shall include any person or persons, firm or corporate body. “The Bank” means CRDB Bank PLC. “TemboCard” means an Electronic Card issued by the CRDB Bank at the request and in the name of the person named upon it for use in connection with debit card facilities provided by the Bank, which can be used in Tanzania and outside Tanzania. “Account” means account to be opened in accordance with the instructions overleaf and any other account opened by the Customer at any time, which the TemboCard relates and which is designated by the customer for TemboCard transaction. “PIN” means a Personal Identification Number required to gain access to the secure purse to give transaction instruction. This is a secret code to the cardholder. “Cardholder” means a person to whom the Tembo card has been issued. “ATM” means automated teller machine. “Secure purse” means a protected wallet, which is accessed using a PIN. “Merchant” means any retail outlet that accepts TemboCard for payment of goods and services.

These terms and conditions shall include amendments made thereto from time to time “Singular” shall include the “Plural” and vice versa, and masculine shall include feminine and visa versa.

Clause I Deposit Account Relations:

a) Interest Application:

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

b) Customer’s Instructions:

By opening an account, the Customer mandates 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, and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out instructions may cause his account to be overdrawn or an overdraft to be increased.

c) 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 any account that may have been exceptionally credited with an item subsequently unpaid on collection notwithstanding that the item in question has surpassed the clearing period.

d) 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 amount by CRDB Bank Limited, including accounts with other Banks paying the cheque. The reservation applies even if it has not been stated on the receipt or credit advice.

e) Cash Withdrawals and Transfers:

Cash withdrawals shall be made by customers at Teller cubicles upon presentation of Tembo Card, at ATMs using the same TemboCard and transfers using SMS Banking. The bank will also effect cash payment to a customer upon presentation of Cheques or withdrawal slips dully signed by an authorized signatory or signatories in the Teller’s presence.

Either CRDB Bank has the authority to debit the customer’s account with the amount of any Withdrawal/ Transfer/Payment made by the use of CRDB SMS Banking, with or without the knowledge of the customer.

f) Noting and Protesting:

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

i) The customer has facilitated such forgery either by failure to comply with any of the conditions mentioned in clause 12.

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 11.

Or

iii) The forgery has been perpetrated by an employee, servant, agent, Contractor or sub-contractor of the customer.

g) Overdrawn account:

If the Bank authorizes the Customer to overdraw the account to such extent and for such period as the Bank shall in its absolute discretion determine, interest shall be levied on such overdrawn account.

h) 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. They must always be in writing.

i) Fees:

The Bank shall have the right, without notice to the Customer, to debit the Customer's account in recovery of all expenses, all fees, legal costs, 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 the Customer.

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 of persons authorized to operate the account within the specified mandates.

Clause 3 Returned Cheques Indemnity:

The Customer hereby undertakes to indemnify the Bank against all liabilities arising from returned cheques.

Clause 4 Errors of Transmissions and inadequate Execution of Orders:

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.

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.

The Bank is not bound to carry out the instructions given through CRDB SMS Banking, if the Bank at its sole discretion, believes that such instructions do not come from the customer.

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 given through CRDB SMS Banking.

Clause 5: Right of Set off and Combination of Accounts

All operations between the Bank and the Customer of whatsoever nature shall be considered and treated for all purposes as a single integral and indivisible account, and the Bank shall have the right, without giving advance notice to the customer, to close and set off any account in the name of the Customer is sole proprietor or vice versa.

Clause 6: Right of Lien

The Bank has the right of lien on all properties of whatever nature (whether stocks, share, 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 Accounts

- 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) In the event of death of any of the individuals owning the joint accounts, the Surviving individuals shall be entitled to dispose of any credit balance, security or property available to the account and remaining unencumbered, freely without limitation.
- c) Any overdraft or other obligations incurred on the account or otherwise shall be the Joint and several liability of each and every individual owning the joint.

Clause 8: Transactions Abroad

The Bank may choose a foreign bank to make transactions abroad on behalf of the customer and will not be liable for any errors made by such bank or for its inability to fulfill its obligations. When depositing the customer's securities abroad, CRDB Bank Limited will, however, be liable for any such errors and/or non-fulfillment unless the foreign bank has been chosen by the customer.

Clause 9: Simultaneous order in excess of customers' funds

Where the Bank receives several orders at approximately the same time the total amount of 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 10: Customer Consent

The Customer agrees and authorizes to:-

- a) Make inquiries from any bank, financial institution or TBA approved 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 or TBA approved credit reference bureau when assessing the customer at any time during the existence of the customer's account.
- c) Disclose to TBA approved credit reference bureau information relating to the account maintained at the Bank.

Clause 11: Termination of Business Relations

The Customer and the Bank shall both have right to close the Account, SMS Banking, Bills payments services, card related services and to request immediate settlement thereof, subject to specific conditions governing the type of account/Services.

Unless there are exceptional circumstances, the bank shall, in event of closing an account, give notice of intent to close and without any obligation to disclose reasons of doing so.

Clause 12: Statements

A Bank statement for the account will be sent to the Customer by post to the last address provided by the Customer. 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.

Statements will be issued to customers at approved frequencies without charges. Customers however can request for additional statements and will be charged as per Bank's prevailing rates and charges.

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. 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.

Clause 13: Cheque Books/Fixed Deposit Receipts

Cheque Books or Fixed Deposit Receipts shall be issued and used subject to terms and conditions printed on the inside cover of cheque books and back of Fixed Deposit Receipt. For avoidance of doubt the following conditions shall also apply:-

- a) The customer agrees to look after and use cheque books or cheques or Fixed Deposit Receipts with utmost care. The Bank shall not be liable in a case of a misplaced cheque or Fixed Deposit Receipt is presented to the Bank, with purported instructions, even if such purported instructions are honored by the Bank.
- b) 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.
 - III. That any person preparing cheques is authorized to do so.
 - IV. That any cheque is prepared and signed in ink.

Clause 14: Dormant Account:

If the Account remains inoperative for a period of twelve months, such account shall be categorized as Dormant Account. Interest shall stop accruing but charges shall continue accruing and applied, until the account is exhausted.

Clause 15: 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 notice has been displayed to customers in the banking hall and shall be binding upon the customer as fully as if the same were contained in these terms and conditions.

Clause 16: Card and PIN Security

Customer(s) must exercise all due care and attention to ensure the safety of the card and the secrecy of the PIN at all times and to prevent the loss of and /or use of the card or PIN by any third party.

The customer shall keep the Bank informed immediately upon becoming aware that the Card/Personal identification number (PIN) is lost/stolen and has fallen in to hands of an unauthorized party.

The Customer (s) must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. He will be liable in respect of any transaction instruction given prior to receipt by the Bank notification of such loss, theft or disclosure.

Lost or Stolen card notice shall indicate the particulars of the cardholder including, account number, card number and cardholder's name.

If a card is lost or damaged, the Bank shall as soon as practicable issue a replacement card at the applicable replacement charges.

If the cardholder finds the reported lost, stolen or at risk of misuse card, he must not use it. He must cut it in half and return it immediately to any Branch of CRDB Bank Ltd.

Clause 17: Using the card

- a) The Debit Payment Card is for electronic use only at any terminal.
- b) The cardholder must sign the card upon receipts and must follow any instructions given about using the card and keeping it safe.
- c) The cardholder shall be fully liable in respect of each transaction instruction. Transaction information must be given in such a way that any confidential information displayed on a terminal is not displayed to a third party. The Bank shall not be liable for any disclosure to any third party arising out of a transaction.
- d) The card remains property of the bank at all times. 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.
- e) Card transactions shall be evidenced by a receipt issued by the Merchant and duly signed by the cardholder.
- f) The cardholder will sign a receipt when using the card to buy goods and services; failure to do so does not relieve him from the liability for any card transaction effected by the bank on the account through usage of the card.
- g) If the card is used abroad, the bank will convert the amount of the transaction or the withdrawal into Tanzanian shillings at the applicable Visa exchange rate on the day the bank receives the details of the transaction or withdrawal in Tanzania.
- h) The cardholder cannot “stop” payment for goods and services paid for using the card.
- i) If a retailer makes a refund, the bank will credit the cardholder’s account upon receipt of the written instructions. The bank will not be liable for or responsible for any delays.
- 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, 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.

Clause 18: 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 19: Applicable Law and Legal Domicile

The laws of The United Republic of Tanzania shall govern these conditions and that the Bank and the Customer shall irrevocably submit to the jurisdiction of the Courts of Tanzania.

Clause 20 You are solely responsible for the safe custody for the information provided on your 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 your behalf shall be honored and your account deducted for the same amount transacted including Bank charges if any. The card shall not be used for any mail/phone purchase and any such usage will be deemed unauthorized and the Cardholder shall be solely responsible for such usage.

TO CRDB BANK PLC

These are the General Terms and Conditions referred to in the Account opening and related services mandate signed by me/us and dated theday of20.....and that I/We have read understood and accepted them.

Signed (as or for and on behalf of the Customer).....

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