

## Mobile Banking Terms & Conditions

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### 1: Definition:

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

**“Facility”** means the SMS banking facility granted by the Bank to the holder(s) of Standard Chartered Bank VISA and of any account and/or joint account and/or any other accounts or services as determined by the Bank from time to time (“Account(s)”) for access to information on Accounts as may be prescribed by the Bank from time to time and usage of products and/or services as may be made available and included on mobile phone by the Bank from time to time.

**“Bank”** means any branch in Tanzania of Standard Chartered Bank (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, organizations or individuals whose services the bank uses in relation to SMS 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

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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**

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3.1 The Customer is duly bound to acquaint 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 minimum of 5 days from the date of submission of dully 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 endeavour 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 endeavour 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**

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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**

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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**

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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) mobile phone number /instrument or unauthorized access to e-mails received at his notified email address for any fraudulent, duplicate or erroneous instructions given by use of the same;
- (c) acting in good faith on any instructions received by the Bank;
- (d) error, default, delay or inability of the Bank to act on all or any of the instructions;
- (e) loss of any information/instructions /Alerts in transmission;
- (f) 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**

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The Customer accepts that all information /Instructions will be transmitted to 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**

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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 Bank shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

The Customer shall not engage in any actions that might be considered an abuse to Service provider and or Mobile Network Operator networks, these include, but are not limited to:

- (a) Attempting to circumvent user authentication, security of any network, or account
- (b) Attempting to interfere or deny access to any service or host
- (c) Sending any unsolicited messages

(d) Using the service for any illegal purpose, or for the transmission or offering of any information or services which are libelous, unlawful, abusive, harmful, threatening, or in any way infringe the laws governing copyright, intellectual property rights, trademarks, or any other material that is slanderous or may cause offence in any way

## **9: Amendment**

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The Customer hereby, agrees to abide by, any and all future modifications, innovations, amendments or alterations to these terms and conditions.

## **10: Laws and Jurisdiction**

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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 endeavour to settle such matter amicably failing which the matter shall be referred to single arbitrator which shall be appointed by the parties from Tanzania Communication 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.