APPLICATION FOR EXIM BANK ACCOUNT

(Please fill in this form using capital letters and black ink)

EXIM BANK
Innovation is life

FOR BANK REFERENCE/USE

Branch Code / Name	Account Number	Customer ID	Base Number	Workflow Ticket # / Barcode

ACCOUNT DETAILS

Mode of Operation: ☐ Single ☐ Joint ☐ Either or Survivor
Account Type: ☐ Prepared A/C ☐ Faida ☐ Salary ☐ Fixed Deposit ☐ Others: ____________
Account Currency: ☐ USD ☐ TSH ☐ Others: ____________
Additional Facilities: ☐ Debit Card ☐ Cheque Book ☐ Internet Banking
☐ Mobile Banking ☐ Visa Card ☐ Others

1st APPLICANT DETAILS (CAPITAL LETTERS ONLY)

Salutation: ☐ Mr. ☐ Ms. ☐ Mrs.
Name: ____________ ____________ ____________
First *Middle* *Last*
Sex: ☐ Male ☐ Female
TIN Number: ____________
Date of Birth: ____________
Place of Birth: ____________
Marital Status: ☐ Single ☐ Married
Nationality: ____________
Parent / Guardian (*if Minor*): ____________

Residential Address & Contact Details:

House / Plot No.: ____________ PO Box: ____________ City: ____________ Area: ____________
Street: ____________ Landmark: ____________
Home Phone: ____________ Mobile: ____________
Email ID: ____________ Fax: ____________
☐ Salaried ☐ Self-Employed
Nature of Business: ____________
Employer: ____________
Job Title: ____________ Annual Income (TSH / USD): ____________

2nd APPLICANT DETAILS (CAPITAL LETTERS ONLY)

Salutation: ☐ Mr. ☐ Ms. ☐ Mrs.
Name: ____________ ____________ ____________
First *Middle* *Last*
Sex: ☐ Male ☐ Female
TIN Number: ____________
Date of Birth: ____________
Place of Birth: ____________
Marital Status: ☐ Single ☐ Married
Nationality: ____________
Parent / Guardian (*if Minor*): ____________

Residential Address & Contact Details:

House / Plot No.: ____________ PO Box: ____________ City: ____________ Area: ____________
Street: ____________ Landmark: ____________
Home Phone: ____________ Mobile: ____________
Email ID: ____________ Fax: ____________
☐ Salaried ☐ Self-Employed
Nature of Business: ____________
Employer: ____________
Job Title: ____________ Annual Income (TSH / USD): ____________

EXISTING ACCOUNT HOLDER DETAILS

Branch Name: ____________ Account Number / Customer ID: ☐☐☐☐☐☐☐☐☐☐

IDENTIFICATION DETAILS

#	Applicant's Name	TIN No.	Other ID Type/No.	Date of Issue	Place of Issue
1					
2					

Introducer Details (MANDATORY FOR " NON FACE-TO-FACE" CUSTOMERS ONLY)

Introducer Name

Account Number Branch/City

Declaration: *I confirm that I am an account holder with Exim Bank for over 6 months. I know the applicant declared above and confirm the identity as stated herein*

Date & Place: ______ Signature: ______

NOMINATION FORM

I/We, ... Nominate the following person ......

Relationship ...... Age ...... Date of Birth (If Minor) ......

As the Nominee is Minor, I/We appoint ...... as Guardian during the minority of Nominee

Signature 1		Signature 2	

PHOTOGRAPH/SIGNATURE/THUMB IMPRESSION

Applicant 1 Name		Applicant 2 Name	
Specimen Signature	Photo	Specimen Signature	Photo
Thumb Impressioin		Thumb Impressioin	

MOBILE BANKING

I would like to subscribe to mobile banking service with your bank using my mobile number ....
I hereby agree to use Exim Mobile Banking Services for available enhanced options that include but not limited to, transferring of funds to mobile networks making bill payments, making transfers from one account to another and SMS alerts as the case may be. I accept to pay applicable fees of which the bank shall advise me/us from time to time.''

Declarations:

1. *I hereby authorize Exim Bank to send email/SMS alert relating to transaction in my/our Account on the above mentioned email address and Mobile Number*
   The Bank will not be liable for non-delivery or delayed delivery of alerts, error, and distortion in transmission of alerts to the account holder
2. *I/We hereby declare that all my/our bank accounts will be linked to my/our Internet Banking ID*

Applicant 1: ______ Applicant 2: ______

FOR OFFICE USE ONLY

Account Opening Checklist (Checkboxes for Documents submitted as per the document Checklist for each type of account and Nationality of Applicant/s)

Customer Approach: Walk-in ☐ Introduced ☐ DSA ☐ RM ☐

DSA/SE Name:	Signature:	
Account Opening & Documentation Witnesses by	CSR Name/ID	Signature

Documentation Verified Y | N Form/Images Scanned Uploaded Y | N # of KYC document scanned and attached

Branch Manager/MCSOP:	Signature:
Branch Code:	Branch Stamp:
For CBO Process:	
Account Opened of Dave:	Account Opened by:
File Number:	Account Opening Authorized by:

Declarations

1. I/We understand and undertake that the usage of the cards issued by the bank shall be strictly in accordance with the Exchange Control Regulations and in the event of my/our failure to do so, I/We will be liable for action under the provisions of Foreign Exchange Act, or any other applicable act and the amendments thereof stipulated by the Bank of Tanzania from time to time. I/We will accept full responsibility for my/our card and agree not to make any claims against regulations thereto.
2. I/We understand that the above account will be opened on the basis of the statements/declarations made by me/us, and I/We also agree that if any of the statements/declarations made herein are found to be not correct in material particulars, the bank is not bound to continue to maintain the account. 3. I/We have read and understood the rules and regulations of the product(s)/service(s) opted for and agree to abide by the terms and conditions relating to the conduct thereof and also any change brought about therein from time to time
4. I/We hereby declare that only legimate dues which would include current income like rent, dividends, pension interest etc and sale proceeds of assets including immovable property acquired out of Tanzania Shillings/ Foreign Currency funds by way of legacy/inheritance will be deposited in my/our account with prevailing stipulations.
5. I/We hereby agree that the transactions in the above account will be governed by the applicable laws of Tanzania and all disputes or differences arising out of or related to or connected with transaction or matters in relation to the above account shall be subject to jurisdiction of Tanzania Courts.
6. I/We understand that in the case of joint account the survivor gets the insurance benefit in the event of accidental death of one of the joint account holders.
7. I/We understand that the bank shall have right to close the Account and other related services, subject to specific conditions governing the type of account/services.
8. I/We understand that 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 against any other such account.
9. I/We understand and agree that should the account remain inactive for a continuous period of six (6) months, the bank shall deem the account "Dormant:. I/We further understand and accept that written instructions to have the account re-activated have to be made to the bank by me/us. 10. I/We confirm that all the information given in this application form is true, correct and complete to the best of my/our knowledge and belief and hereby authorize the Bank to verify the Confidential information with any source the bank may consider appropriate and the Bank reserves the right to disclose customer information to any court of competent jurisdiction, quasi— judicial authorities, law enforcement agencies and any other wing of Central or State Government.
10. I/We understand that the bank shall not be liable in any way to the customer for having honoured even negligently any cheque with the signature or content of which has been forged if, • The customer has facilitated such forgery or there has been a previous forgery of any cheque of the customer without customer having objected to the first statement of accounts which debited such cheques or the forgery has been perpetrated by an employee, servant, agent, contractor or sub-cotractor of the customer.
12. I/We confirm that I/We have read, understood, agreed and undertook to abide by the General Terms and Conditions of the bank. I/We accept to be bound by the said terms and conditions and to any changes made therein from time to time by the bank at its sole discretion without notice to me/us. I/We confirm that I/We, am/are the sole account holder(s) or have the required mandate to operate the account/s.

Signature and Name of Applicant:

Signature of 1' Applicant	Signature of 2nd Applicant	Signature of 3rd Applicant
Signature of 1' Applicant	Signature of 2nd Applicant	Signature of 3rd Applicant

GENERAL TERMS AND CONDITIONS

The relationship between the bank and the customer is governed between the law of Tanzania and the following terms and conditions shall apply subject to any further agreement in writing.

Customer's Instruction

1. The customer requests the Bank to honor and debit to his account all cheques, draft, bills, promissory notes, acceptance, negotiable, instruments and order drawn accepted or made out by him, and to carry out any instruction he may give connection with his account notwithstanding that any such debiting or carry out may cause his account to be over drawn or an overdraft to be increased. Where no over draft has been agreed or limit of the over draft greed has been reached the bank may never the less refuse to carry out any instructions which will result in there being an overdraft or any over draft greater than that agreed, as the case maybe.

Authorized Signatories

2. The Customer will give the Bank in acceptable from the specimen signature of every person authorized to operate the account. Unless otherwise agreed, all signatories are entitled to withdraw all or any customer's property or securities held by the Bank from time to time to open any further account in Customers name, and overdraw of the Customers account.

Set off

3. a) The Bank may, without notice, set off against any account or indebtedness in respect of which the customer. I) Any other account whether current, loan, savings or any other type. ii) Any time or other deposit

Lien 4.

b) The Bank may, upon notice to the customer, set off his account against any other account or indebtedness in respect of which the customer is liable, notwithstanding that some other person may also be liable in respect thereof, in such circumstances upon receipt of an indemnity satisfactory to the bank against cost and at the customer any assistance necessary in obtaining refund.

The Bank has right of lien on all properties of whatever nature (whether stocks, shares, bills, precious metals or otherwise) deposit with or held by the Bank in the name of the Customer to the Bank (whether stocks, shares, bills, precious metal or otherwise) without prejudice to and the same shall not be effected by any other security held bythe Bank of such indebtedness.

Simultaneous order in excess

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

Accounting period

6. Account's are made up at the Bank's sole discretion at end of each monthly, quarterly, half yearly or yearly period.

Statements deemed Approved if not objected to within 28 days

7. The contents of any statement of any other nature to which the Costumer has not objected to within 28 days thereof, shall be deemed approved by the Customer on any ground whatsoever, whether lack of mandate, forged, or inadequate signature of endorsement of cheque, forged alteration thereof, or otherwise.

Joint Account

8. In event of two or more costumers holding a joint account the following additional provisions apply;
a) The holders of joint account authorize the Bank to pay or deliver to, or the order of, survivors or executors or administrators of such survivor any moneys standing to the credit of their joint account.
b) All liability on a joint account is joint and several.

Foreign Currency Account

9. The bank shall have no responsibility i) For any diminution due to taxes or imports or depreciation in the value of funds credited to the account, which funds, in the Bank's sole discretion may deposited by the Bank in Bank's name and subject to the bank control with such depositors(ies) as Bank may select; or
ii) For un availability of such funds, which, whether to restrictions, involuntary transfer, distracts of any character, exercise of military or usurped powers or other cause beyond the Bank's control; or
iii) If, a result of any threatened requisition, involuntary transfer, distrained of any character, exercise of

military or other cause(s) beyond the Bank's control, the Bank should decide, in the Banker's sole discretion and acting in good faith, to close or to suspend or terminate operations in Tanzania.

Payments by third parties

11. The Bank may credit the Costumer with amount paid by third parties Revised September 1983

12. a) All cheques or other orders for payments or whatsoever nature accepted deposit for collection at the risk of the Costumer. Where any cheque or orders is unpaid for any reason whatsoever (including but not limited to physical loss) Other than the Banker's negligence, The Bank may debit Costumer with the amount previously credited (taking into account any exchange fruitions where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account there by is overdrawn.
    b) Notwithstanding the provision of clause 7 herein any money credited to the Costumer in error must be repaid on demand.

Bank Charges and Expenses interest

13. The Bank entitled to be paid bythe Customer and may debit the Customer legal charges
    a) Advocate and client charges incurred by the Bank in obtaining legal advice in connection with the Costumers dealing with the Bank or incurred by the Bank in any legal arbitration or other proceedings arising of such dealings.
    b) Commission at rates and at such time as the Bank decide with power to charge different rates for different accounts.
    c) In addition to the debits authorized by such clause (a) and (b) of this Clause other proper expenses and charges including but not limited to ledger fees, disbursements for cheque books, postage, cables, telephone calls , taxes , duties, impositions and expenses incurred in complying with the Customers request.

Variation and termination of relationship

14. The Bank may anytime, upon notice to the Costumer, terminate or vary its business relationship but without prejudice to generality of the foregoing the Bank may cancel credits which it has granted and require the payment of outstanding debts resulting there form within such time as the Bank may determine.

15. The Bank may at anytime freeze any account of the Costumer if and so long as there is any dispute or the Bank has doubts for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step of its own initiative for the determination of dispute or doubt.

Cheque books

16. Cheque books are issued subject to the following conditions; a) The customers agrees to look after and use any cheque book and any cheque from with the utmost care
    b) The Customer further agrees to ensure:-i) That all uncompleted cheque forms are kept safe custody alltimes. ii) That the bank is informed immediately upon discovery by the costumer authorized person about loose or stolen or mislaid of cheque book or cheque form.
    c) The Customer is advised that:-I) Where possible any completed cheques should be crossed with two district lines in order to make the cheque negotiable only the bank and ii) If it is known with which bank the Beneficiary of a cheque keeps his account then the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular Bank

    d) On receipt , a in form accepted by the Bank, of notice from the Customer to stop payment of a cheque, the Bank will record the notice. The Bank is not responsible if such notice is not acted on otherwise than through negligence. If by reason of negligence a cheque in fact paid after receipts of such notice, the Bank will repay the Customer upon proof to its satisfaction that the payment has not discharge or partially discharge any liability of the customer to any part of the cheque and receipt of an assignment of the Customer 's right against all such parties but not otherwise. The Customer will give a Bank all assistance necessary to the enforcement of the assigned rights. If reasonable assistance is not forthcoming or if it is proved that the payment has discharge an obligation of the costumer, the Bank may re debit the customer together with cost of the action and is entitled to be paid this amount.

    e) Upon closure of any account the Customer will return to the Bank any remaining cheque form relating to that account.

Cheque not drawn on Bank's form in the manner specified by the Bank

17. The Bank may refuse payment of any cheque not drawn bythe Bank in these Terms and Conditions.

Drawing of cash

18. a) The Bank will pay cash to the costumer where the cheque is signed in the presence of the teller, by an authorized signatory or by authorized signatories.

    b) Where cash is presented not by costumer but by a third party, the Bankwill require confirmation by telephone from the Costumer or from the Costumer or from all representative of the Costumer known to the Bank before it makes payments.

19. The Bank shall not liable in any way to the Customer for having honored even negligently any cheque the signature or content which has been forged.

    a) The customer has facilitated such forgery either to comply with any of condition contained in paragraph
        (a) or paragraph.
        b) Of condition 16 hereof or by it negligence in any other way: or

    b) there has been previous forgery of any cheque of the customer without the costumer having objected to the first statement of account which debited such cheque provided condition 7 hereof, or

    c) The forgery has been perpetrated by an employee, servant, agent contractors, or subcontractor of customer

20. a) All notice statement letters and other communications form the Bank may be sent to the last address given by the Customer, and the date on the Bank's coy of such communications is taken to be the date such dispatch in the absence of proof of the contrary.

    b) Any written communication from the Bank to the customer including but not imit to any notice given pursuant to thee terms and condition shall be deemed to have been received by the Customer, if delivery then at the date and the time of delivery, and if sent by the post then four days after posting if sent to address outside Tanzania and providing such dispatch by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed, and put into the Post Office.

    c) The customer has no claim on the Bank for damage resulting from losses, delays, misunderstanding, mutilations, duplications, or any other irregularities due to transmission of any communication whether to or from the Costumer, the Bank or any third party, by delivery, post, telegraph, telephone, telex, or ay other means of communication.

Marginal Notes

21. Marginal notes contained in these Terms and Conditions are for information in purpose only and are not conclusive as to the content of the Clauses they relate to.

Interpretation

22. In these terms and condition the expression "the costumer" shall include any person, firms or corporate body.

Amendments

23. Any addition or alteration to these Terms and Condition made from time to time by the Bank shall be bidding upon the Customers as full as if the same were contained in these Terms and conditions to Exim Bank (Tanzania) Limited. The additional or alternation will be communicated to the customer (s) either before or after addition or alterration is done.

24. For matters beyond Bank's control or Force majeure a notce to that effect will be given before or after the happening of the event.

________________ Date

________________ Signature

TERMS AND CONDITIONS GOVERNING EXIM BANK'S ELECTRONIC CARDS

By using Exim Bank's Electronic Card (hereinafter referred as card)you are unconditionally accepting the terms and conditions listed hereunder and will be bound by them and you accept the onus of ensuring compliance with the relevant Bank of Tanzania (BOT) Regulations., Exchange Control Regulation of the BOT Foreign Exchange Management Act, all the rules and regulation framed under the Act and as amended/ modified/applicable from time to time and any other corresponding enactment in force from time to time. You will also continue to remain bound by the terms and conditions of operation of your account with Exim Bank Tanzania Limited.

DEFINITIONS:

1. The 'Bank', means Exim Bank (T) Ltd, a body corporate with limited liability in and under the United Republic of Tanzania and having its Head Office at GhanaAvenue, Dar es Salaam.
2. 'Card' refers to the Exim Bank Electronic card issued by the bank to a card Holder.
3. 'Cardholder' means the approved customer who has requested for the card upon his/her undertaking to abide by the terms and conditions herein and who has been issued the card and who is authorized to hold and use the card. Cardholder is referred to as 'you' , your', him', or similar pronouns and all the reference to the card holder in the masculine gender will also include the feminine gender.
4. 'Account(s)' means the cardholder's accounts that have been designated by Bank to be eligible account(s) for valid operations of the card. The cardholder should either be the account holder or sole signatory or authorized to act alone when there are more than one account holder/signatories.
5. 'Primary account' shall mean in case of multiple accounts linked to the card, the account that has been designated as being the main/first account of operation i.e. the account from which purchase transactions, cash withdrawals, charges and fees related to the card is debited.
6. ' Nominated Accounts' includes the primary account as described above, and it indicated the card holder's account(s) nominated in writing by him to be accessed by his Debit Card and Pin.
7. 'ATM' means Automated Teller Machine whether in Tanzania or overseas, whether of the Bank or an ATM under specified Shared Network, at which amongst other things, the cardholder can use his card to access his funds held in his account with the bank.
8. 'Cash Dispenser' means an ATM with restricted functionality of dispensing cash only.
9. 'PIN' means the Personal Identification Number, required to access the automated Teller Machine, allocated to the cardholder by the bank or chosen by him from times to time.
10. 'Shared Network', means network if ATMs other than Exim bankATMs where MasterCard cards are accepted.
11. . 'Transaction' means any instruction given, by a cardholder by using his card directly or indirectly to the bank to effect action outside Tanzania.
12. 'International Transaction' means the transactions performed by the cardholder through his internationally valid debit card, outside Tanzania.
13. 'Account Statement', means a periodic statement of account sent by bank to a cardholder where the account is maintained setting out transactions carried the out by the cardholder(s) during the given period and the balance on that date. It may also include any other information that bank may deem fit to include.
14. 'Merchant' or 'Merchant Entertainment' shall mean establishments wherever located which accept/ honor the card and shall include amongst others airline organizations, railways, petrol pumps, shops, stores, restaurants etc. advertised by the bank from time to time.
15. Electronic Data Capture (EDC) refers to electronic point of sale swipe terminals whether in Tanzania or overseas, whether of the bank, or any other bank on the network, those permit the debit of the account(s) for purchase transactions from the member establishments.
16. Valid Charges' means charges incurred by the cardholder for purchase of goods or services on the card or any other charge as may be included by the bank from time to time for the purpose of this product.
17. 'Force Majeure Event' means any event such as fire, earthquake, flood, epidemic, strike, lockout, labor controversy, industrial disputes, riot, civil disturbance, war, civil commotion, natural disasters, acts of God, failure or delay of any transportation agency or any other burnisher of essential supplies or other facilities, omission and acts of public authorities including charges in law, or other regulatory authority acts, beyond the control of the bank, or for any other reasons which cannot reasonably forecast or provide against, and which

cannot be predicted by men or ordinary prudence.

18. 'Law' includes all applicable statutes, enactment, acts or legislature or parliament, ordinances, rules, bye laws, regulations, judgments, notifications, guidelines, policies, directions, circulars, directives and orders of any government, statutory authority, tribunal, board, court or recognized stock exchange, final and interim decrees and judgments.
19. 'Technical Problem' include any problems and difficulties arising due to the power and electricity failure, computer errors, programming errors, software or hardware errors, computer breakdown, non availability of Internet connections, communication problems between the Bank's server and ATM network, shutting down of the Bank's server, non availability of links, corruption of computer software, problems of ATM or any other service providers infrastructure and telecommunication network, problems in any other telecommunication network and any other technological related problems.

aim bank of international debit card issued on the following terms and conditions;

1. ACTIVATION

i) The card sent to you needs to be activated

2. CARD HOLDER'S OBLIGATION

i) The issue and use of the card shall be subject to the rules and regulations in force from time to time as issued by Exirn Bank, Bank of Tanzania.

ii) The card shall be valid only for transaction options as permitted by the bank from time to time in Tanzania and abroad, at Exim Bank ATMs of other Banks, which are members of MasterCard network and Maestro/ MasterCard debit un-embossed point of sale swipe terminals at merchant establishments.

iii) The card is not transferable or assignable by the card holder under any circumstances.

iv) The card is and will be the property of Exim Bank at all the times and shall be returned to the Bank immediately upon the Bank's request unconditionally. The cardholder is requested to ensure that the identity of the Bank's officer is established before handing over the card.

v) The cardholder is requested to sign the card immediately upon receipt. The cardholder must not permit any other person to use it and should safeguard the card from misuse by retaining the card under his personal control at all times.

vi) The PIN issued to the cardholder is for use with the card or any numbers chosen by the cardholder as a PIN will be known only to a cardholder and are for his personal use and are strictly confidential. A written record of the PIN should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party, either to staff of the Bank or to the merchant establishments under any circumstances or by any means whether voluntary or otherwise.

vii) The cardholder's account will be debited immediately with the amount of any withdrawal, transfer, valid charges and any other transactions affected by the use of the card. The cardholder will maintain sufficient funds in the account to meet any such transactions.

viii) The cardholder shall maintain at all times such minimum balance in his account as the bank may decide from time to time, and the bank may at its discretion, levy such penal or service charges as per banks rules from time to time and/or withdraw the card facility. If at any time the amount of balance falls short of the required minimum as aforesaid, without giving any further notice to the cardholder and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

ix The cardholder shall not use or attempt to use the card without sufficient funds in the card account. In the events of payment/debit made in excess of balance available in the card holder/s card account/s for any reason whatsoever, the cardholder undertakes to repay such overdrawn amount together with the interest 27% p.a or as applicable from time to time and charges that may be debited by the bank within 3 days of such overdrawn amount.

x) The bank shall have the right of set off and lien irrespective of any other lien or charge, present as well as future on the balances held in the cardholder primary and/or secondary account/s or in any other account whether in single name or joint names to the extent of all outstanding dues, whatsoever, arising as a result of services extended to and/or used by the cardholder.

xi) The cardholder will be responsible for transactions affected by the use of the card, whether authorized by the cardholder or not, and shall indemnify the Bank against any loss or damage caused by an unauthorized use of the card or related PIN, including any penal action arising there from an account, any violation of BOT rules or guidelines framed under the Foreign Exchange Regulation Act or any other law being in force in Tanzania and/or any other country/state continent/territory wherever located in the world at the time, notwithstanding the termination of this agreement.

xii) In case of joint account, where only one card is issued to a joint account holder, the other joint holder/s shall expressly agree with and give consent on the application form for issue of the card. If more than one person sign or agree to be bound by these terms and conditions, the obligations of such persons hereunder will be joint and several and as the context may require.

Any notice to any such person will be deemed as an effective notifications to all such persons:-

a. In case of any of the joint account holder/s gives 'STOP OPERATION' instructions, mo operations will be allowed on such card account/s through the use of the card. Any or more joint account holders only in respect of such card accounts in which he/she is a joint account holder can give the 'Stop Payment' instructions.

b. Al l joint account holders shall jointly instruct the Bank to revoke 'Stop Payment Instructions'

xiii) The cardholder is requested to note that the card expires on the first day of month/year indicated on the card. The renewed card shall be sent by the Bank before the expiry of the card at the discretion of the Bank, upon evaluation of the conduct of the account. The Bank reserves the sole right of renewing your card account on expiry. The cardholder undertakes to destroy the expired debit card by cutting it into several pieces.

xiv) The cardholder is required to get statement of his card account updated from the branch where he is maintaining his card account at least once in a month.

xv) The cardholder shall in form the bank in writing within 7- days from the statement date of any irregularities or discrepancies that exist in the transaction details at an ATM / Merchant Establishment. If no such notice is received during this time, the Bank will assume the correctness of both the transactions and the statement of the account.

3. FEATURE OF THE EXIM BANK ELECTRONIC CARD

i) ATM facilities: Following facilities pertaining to Exim Cards Account shall be offered at the sole discretion of the Bank in ATMs subject to change from time to time without prior notice:-

a. Withdrawal of cash by the cardholder from his card account up to a stipulated number of occasions and the limit during the cycle of 24hrs, as may be prescribed, by the bank from time to time. b. Enquiry about the balances in the card accounts.

c. Printing of mini statement of accounts.

d. Change of PIN.

ii) At Exim Bank cash dispensers and the ATMs of other Banks which are member is master. Card network the following facilities shall be offered, which are subject to change from time to time without any prior notice:-Withdrawal of cash by the cardholder from his card account up to a stipulated number of occasions and limit during the cycle of 24hrs, as may be prescribed by the bank from time to time. Enquiry about the balances in the card accounts. iii) PIN is a secret four digit code number referred to as ATM-PIN, which is assigned by the bank to the cardholder. iv) The cardholder will be required to enter the PIN to avail ATM services using the card. Cardholder should ensure that the PIN mailed/delivered by the bank is received in a sealed envelope without any tempering.

iv) The cardholder is advised to change PIN immediately through the relevant menu option in bank ATM and he is also advised to keep the PIN changing at the frequent intervals. If the cardholder forgets the PIN, he shall apply to the bank for the regeneration of the PIN. The bank shall send the new PIN through the branch where the account is maintained. New PIN may be issued at the sole discretion of the Bank, upon request in writing and payment and payment of the requisite fee.

v) The Bank may from time to time, at its discretion, tie up with various agencies to offer various features on debit cards. All these features would be on best efforts basis only. The Bank does not guarantee or warrant the efficacy, efficiency, and usefulness, of any of the products or services offered by any service providers/ Merchants/ Outlets/ Agencies. Dispute, if any, would have to be taken up with the

Merchant/ Agency, etc directly, without involving the Bank.

4) ATM USAGE

i) The card is accepted at Exim Bank ATM network and at MasterCard/Maestro/Cirrus ATMs worldwide.

ii) Cash withdrawals and balance enquiry performed by the cardholder at MasterCard/ Maestro/ Cirrus ATMs in Tanzania will be subject to a fee and will be debited to the account at the time of such withdrawal and/or balance transactions. Similar transactions performed by the cardholder at MasterCard / Maestro/ cirrus ATMs in countries other than Tanzania will also be subject to fee, as per prevailing traffic/charges. All transactions at non Exim Bank ATMs whether executed or failed are subjected to the charges as determined by the bank from time to time.

iii) For all cash withdrawals, cheque / cash deposits (whether provided) at BankATM, any statements/ receipts issued by the ATM at the time of deposit or withdrawal shall be deemed conclusive, unless verified and intimated otherwise by the Bank. Any such verification shall be final and conclusive and verified amount will be binding on the cardholder.

iv) The bank will not be liable for any failure, due to technical problems or Force Majeure events, to provide any service or to perform any obligation there under.

v) The bank will not be liable for any consequential or indirect loss or damage arising from or related to loss/use of card and/or related PIN, howsoever caused.

vi) The availability of ATM services in a country other than Tanzania is governed by local regulations in force in the said country. The bank will not be liable if these services are withdrawn without notice thereof.

5) MERCHANT ESTABLISHMENT USAGE ON ACTIVATION

i) The card is accepted at all point of sale at merchant establishments in Tanzania and overseas which display the MasterCard/ Maestro/ Cirrus logo.

ii) The card will be accepted only at merchant establishments that have and E DC swipe terrninals. Any usage of the card other than electronic use will be deemed unauthorized and the cardholder will be solely responsible for such transactions.

iii) The cardholder is required to sign the sales slip and retain a copy of the same whenever the card is used at merchant establishments. Bank will not furnish copies of the sales slip. Any sales slip not personally signed by the cardholder but which can be proven, as being authorized by him, will be deemed to be his liability.

iv) The card is accepted at any of the MasterCard merchant outlets worldwide. Bank will not accept any responsibility for any dealings the merchant may have the cardholder, including but not limited to the supply of goods and services so availed or offered. If cardholder has any complaints relating to any MasterCard merchant establishments, he should resolve the matter with the merchant establishment and failure to do so will not relieve him from any obligation to the bank.

v) Bank accepts no responsibility for any charges over and above the value/cost of transactions levied by any merchant establishment and debited to cardholder account along with the transaction amount.

vi) A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited into cardholder account (less cancellation charges) as and when it is received from the merchant. Unlike debit transactions, credit transactions are not given effect online, hence if the credit is not posted in card account within 30 days from the day of refund, the cardholder will notify the Bank, along with a copy of credit note from the merchant.

vii) In case of card linked to multiple accounts, transaction at merchant establishments will be effected only on the primary account. In case there are insufficient funds in the said account, the Bank will not honor the transaction even if the necessary funds are available cumulatively or severally in the other accounts linked to the card.

viii) The card should not be utilized for payment of subscription to foreign magazines/ periodicals and any such usage will also be considered as unauthorized.

ix) The cardholder agrees to use card up to a stipulated number of occasions and/or up to an amount limited for a cycle of 24 hours as may be prescribes bythe Bank from time to time.

6) INTERNATIONAL USAGE

i) The cardholder is required to use the card strictly in accordance with the exchange control regulations of Bank of Tanzania. In the event of failure to comply with the same, the cardholder is liable for action under Foreign Exchange Regulations Act and may be debarred from holding the card from the Bank either at instance of the Bank or the BOT. The cardholder shall indemnify and hold bank harmless from and against any/ all consequences arising from his no complying with exchange control regulations of BOT.

ii) The bank shall be under no liability whatsoever and shall be deemed to be indemnified in respect of a loss or damage arising directly or indirectly out of the decline of a change caused by the cardholder having exceeded the foreign exchange entitlements as prescribed by BOT as issued from time to time.

iii) The card may be used, within the foreign exchange entitlements, as stipulated by BOT from time to time, by cardholders going abroad for bonafide personal expenses, provided the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods, so purchased abroad, into Tanzania would be governed by the baggage rule / EXIM policy or any other rules in force. The entitlement of exchange should be ascertained prior to the trip from the authorized dealer branches of the Bank The card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant rules.

iv) Non- residents Tanzanians can hold the internationally valid debit card, provided all dues arising out of its uses in Tanzania/ abroad are met out of account held with the bank

v) The cardholder agrees that all transaction for withdrawal of foreign currency will attract a service fee stipulated by the bank. The service fee is liable to change without notice.

vi) The exchange rate used for all foreign currency transactions will be decided by the bank/ MasterCard and will be binding on the cardholder.

7) FEES

i) Bank's debit card is currently offer free of charge to primary holder and one joint account holder. However, bank reserves the right to levy actual fees at a later date without prior notice. Such fees if any and so levied will be debited to cardholder's primary account on the cardholder's approval / renewal at Bank's discretion. These fees are not refundable. Charges for other services will be debited at prevailing rates.

ii) Transaction fee for cash withdrawals/ balance enquiry wherever applicable, will be debited to the account at the time of posting the cash withdrawal/ balance enquiry. iii) All charges in foreign currency will be debited in the account. iv) The charges for usage of the debit card may be revised/ changed by the Bank from time to time upon giving a notice prior or after the changes to the individual cardholder. v) SMS banking (upon activation) is subject to charges in which different information about the bank can be provided through your mobile anytime you enquire.

8) LOST OR STOLEN CARD

i) If the card is lost or stolen, the cardholder must report the loss to the card department of the Bank in Dar es Salaam, Tanzania immediately for hot listing the card. though the loss or theft may be reported by means of 24 hours customer service, at his own expenses, the cardholder must confirm the same in writing to the bank as soon as possible. a copy of the acknowledged police complaint must accompanythe said written confirmation.

ii) If the cardholder loses his card overseas, he may either follow the above procedure or may report the loss through the MasterCard global emergency assistance (MGEA) services, the charges for the usage of such services shall be borne by other cardholder.

iii) Cardholder is protected from any financial liability, after the loss/ theft is reported to the bank, arising from any purchase transaction done on his card from the time card holder reports the loss to the bank it may please be noted that no such coverage will be available on the cash withdrawals done through ATMs such transactions are governed by pin, which is confidential to cardholder only.

Iv) The cardholder agrees to identify the bank fully against any liability civil or criminal loss, cost, expenses or damages that may arise due to loss or misuse of the card in the event that it is lost and not reported to the Bank or lost and misused before it is reported to the Bank. v) The replacement card may be issued at the sole discretion of the Bank after the receipt of written request and upon payment of requisite fees, provided the cardholder has, in all respects complied with the terms and conditions.

vi) If the stolen/lost card is subsequently recovered, the cardholder shall not use the same and destroy the card by cutting it into several pieces through the magnetic strip.

9) DISCLOSURE OF INFORMATION

i) The cardholder shall provide any information, records or certificates relating to any matters that the Bank deems necessary, as and when requested by the Bank. The cardholder will also authorize the bank to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the cardholder declines to provide the information or provides incorrect information, the Bank at its sole discretion may refuse renewal of the card or cancel the card forthwith.

ii) The Bank reserves the right to disclose, in strict confidence, to other institutes, such information concerning the cardholder's account as may be necessary or appropriate in connection to its participation in any electronic fund transfer network.

iii) The Bank also reserves the right to disclose customer information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of central of state government.

iv) The bank reserves the right to report to the BOT, expenditure undertaken by its cardholders, in foreign currencies to ensure that the basic travel quota/other permissible entitlements are not exceeded by the cardholder/s and that the Foreign Exchange Regulation Act is not contravened.

10) INSURANCE

i) The insurance benefit/s as and when provided on the card will be available to the cardholders as per the terms of relevant insurance policy in force and only so long as you are a cardholder of the Bank with your account's conduct being deemed satisfactory. In the event of card and/or account facility being terminated for whatsoever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from the date of cessation of membership.

ii) Bank does not hold any warranty and/or make representation about quality, delivery of the cover, claim processing and settlement of the claim by the insurance company, in any manner whatsoever.

iii) The insurance company may ask the cardholder to submit additional documents and/or information as per the requirement of the claim.

iv) Bank will not be liable for any delayed settlement of the claim.

II) STATEMENT AND RECORDS

i) The record and transaction will be available on the account statement by issued by the Bank. It will be obligatory on the part of the costumer to get his update statement from the branch where s maintaining card account at least once in a month.

ii) The bank's record of transaction processed by the use of the card shall be conclusive and binding for all purposes.

12) DISPUTE

i) In case of purchase transaction, a sales slip with signature of the Card Holder with the card number noted thereon shall be conclusive evidence between the Bank and the Card Holder as the extent of the liability incurred by the Card holder. The Bank shall not be required to ensure that the Cardholder has received the goods purchased/ availed f the services to his satisfaction.

ii) The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder disagreement with an applicable charge indicated in the account statement or as otherwise determined by the customer within 45 days of the receipt of notice of disagreement if after such effort the Bank determine that the charge is correct, then it shall communicate the same to the Cardholder.

iii) The Bank accepts no responsibility for refusal of an establishment to honor the card whether due to technical reason or otherwise. iv) The cardholder shall be liable for all the costs associated with the collection of dues and legal expenses.

13) GENERAL

i) The cardholder will notify the Bank in writing of any charge in his employment / or office or residential address and telephone numbers.

ii) Any notice sent by the Bank by post will be deemed to have received by cardholder within 5 working days from the posting of the notification to the address last given to Bank in writing by the Cardholder. Publication of charges by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.

iii) The Bank reserved the right to add, to delete or vary any of the terms and conditions, policies features and benefits upon a notice before or after the change as described above, to the cardholder. Use of the card after the date upon which any of these alterations are not to take effect will be taken to be evidence of the acceptance, without reservation by the Cardholder. of such changes.

iv) When cardholder completes a transaction through an ATM, he can receive a printed transaction record. The amount of available funds is shown o the ATM receipt when uses he uses his card. The cardholder advice to obtain the receipt and to retain with him the record transaction generated by the ATM.

v) The Bank reserves the right to launch the scheme for loyalty points for type of transactions and redeeming thereof. The scheme shall come into force as per terms of notification as given by the Bank. The terms of the scheme shall be in addition to and not in derogation to the terms and conditions of the card herein.

14) LIMITATION OF BANK'S LIABILITY

i) The Bank shall not be liable to the costumer or any third party, for any loss or damage suffered due to the following reasons: a) Any action carried on by the Bank, based upon the instructions of the Costumer by exercising diligence and reasonable care. b) Any action carried on by the Bank in good faith, based upon the instruction of the costumer. c) Any authorized and illegal transaction occurring through the used of the Bank account (s) which can be attribute to the fraudulent or negligent conduct of the costumer. d) Intrusion or hacleing into the computer system / network or communication network of the Bank. e) Failure to carry out any instruction of costumer due to insufficiency of balance in the customer's Bankaccount (s) g) Failure of the customer to inform the Bank when customer's Bank account is being illegal used by third parties for carrying out unauthorized and illegal transaction.

Failure of the customer to access to access the Bank account due to any Force Majeure event or any technical problems or any other reason beyond the control of the Bank.

h) Failure of customer to keep confidential and secure, PIN or any passwords, key words or other identification marks given to the customer for operating the Bank account and/or card. g) Failure of customer to inform the Bank when the costumer's Bank account is being illegally used by the third parties for carrying out unauthorized and illegal transactions.

h) Failure of the customer to keep confidential and secure PIN or any passwords, or other identification marks given to customer for operating of the Bank account and / or card . i) Failure of costumer to inform the Bank regarding any changes in customer in the customer's personal information account information.

Violation of foreign law.

k) Breach of any otherterms and condition started herein by the customer.

Under no circumstances shall the Bank be liable of any damages, whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any loss of any character of nature whatsoever and whether sustained by customer or any otherthird party.

15. TERMINATION

i) The Bank reserves the right to cancel / withdraw the card or any of the other services offered at any time upon a notice before or after the event.

ii) Iithe Cardholder decides to close his account with the Bank, the card (s) issued with this account, as the primary account would automatically stand cancelled. The Cardholder (s) must immediately cease to use the card and destroy and return all his/additional Cardholder's cards that are linked to this account in case any outstanding card transactions that have not yet been debited to the account, the same will be netted off from the balance prior to the Bank returning the funds to him, Incase account is closed, due to any reason whatsoever, prior to debit of any outstanding card transactions, Cardholder (s) are liable to refund the amount along with the interest and charges applicable from time to time.

iii) The Bank shall be entitled to terminate the card facility with immediate effect and the card shall be retuned upon the occurrence of any of the following events:-

a) Failure to comply with the terms and conditions here set forth.

b) In the event of default under an agreement or commitments entered with the Bank.

c) The Cardholder becoming the subject of any Bankruptcy, insolvency proceedings of the similar nature.

d) Demises of Cardholder.

E) Failure to maintain minimum required balance.

16. For matter beyond Bank's Control or Force majeure a notice to that effect will be before or after the happening of the event.

Date	Signature

TERMS AND CONDITIONS GOVERNING EXIM BANK'S MOBILE AND INTERNET BANKING SERVICES

1.The following terms and conditions shall apply to Exim Mobile Banking Services;

2. SCOPE & GUIDELINES

2.1 When you register for the Service you will be asked to provide to us the mobile number of which you would like to receive text messages. This service is not provided, for example, to a fixed line telephone, a computer capable of receiving text messages.

2.2 The Customer must be registered by the Bank to use the Exim mobile banking Services, and comply with the registration and activation procedures prescribed by the Bank. In case of joint accounts, mobile banking services are made available to one mobile number suggested by the account holders themselves.

2.3 All responsibility/accountability/rights/liabilities of use by secondary cardholder/joint account holder shall be binding on all joint account holders.

2.4 Exim Bank will prompt the user to put a PIN of his/her choice at the time of availing service. Thereafter, it is the sole responsibility of customer to safeguard his/her Pin.

2.5 The Bank deals with the customer remotely when using Electronic Banking Channels (there is no face to face interaction), as such:

CONDITIONS

2.6.1 The Customer hereby authorizes the Bank to act on and accept all instructions and transactions that occur after the customer's PIN, has been entered or applied. The bank shall be entitled and will proceed on the assumption that all such transactions have been authorized by the customer, even in circumstances where such transactions occur without the customer's knowledge, consent or authority.

2.6.2 The Customer shall be bound to inform the Bank immediately if he/she know or suspects that his/her access code (s) has/have been lost, stolen or may be subjected to unauthorized use. If any unauthorized person obtains the Access Code (s) in any manner whatsoever, such a person shall be regarded as the Customer's duly authorized agent with full authority to use the Electronic Channels Banking on the Customer's behalf.

2.7 The Bank shall not be responsible for any inability of a mobile device to access the Exim mobile banking Services and any loss or damage to a mobile phone resulting from the Customer's access or use or attempted use of the Exirn mobile banking Services.

2.8 The Bank shall be automatically entitled to disable the Mobile banking services in case of non usage for a period of 6 months or more.

2.9 The Customer shall be bound to inform the Bank in writing of the change of his/her mobile number. The Bank shall not be liable for sending Alerts or other information over the Customer's new mobile phone number unless it is duly registered in accordance to these terms and conditions. For avoidance of doubts, it is hereby mutually agreed that upon receipt of notification of change of Customer's Mobile Number the Bank shall de-register the old number.

2.10 The Customer undertakes to keep secure his/her SIM card and his/her Mobile phone at all times. The Bank shall not be liable for any consequence arising from the breach of this condition by the customer.

2.11 The Customer acknowledges and agrees that the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the Exim mobile banking Services, without giving any reason and without incurring any liability as for such addition, variation, alteration, suspension or removal of part or all of the mobile banking services. A notice to that effect will be issued before or after change.

2.12 The Exim mobile banking Services are intended to be available 7days a week, 24 hours a day but there is no warranty that the same will be available at all times. For any planned maintenance The Customer further agrees that the Bank shall be entitled at any time, at the Bank's sole discretion, to temporarily suspend the operation of the Mobile Service for updating, maintenance and upgrading purposes, or for the performance of any of the tasks or any other purpose whatsoever that the Bank deems fit but for any planned maintenance the Bank will give the customer due notice prior to the maintenance exercise. The Bank shall not be liable for any loss, liability or damage which may be incurred directly or incidentally as a result thereof.

2.13 The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services Within Tanzania. The Customer accepts that timelines, 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.

2.14 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.

3. CHARGES

3. I The Bank may at any time, at its sole discretion, charge and change the fee for use of any or all of the Facility, under a reasonable timed notice to the Customer through any medium available.

3.2 Unless otherwise waived by the Bank, the Customer shall pay the Bank, fees and charges for the use of the service and any other premia that may be legally imposed by the Bank at any time being under this purview. In this regard, the Bank is hereby y the customer to debit any of the Customer's Account (s) with the Bank

3.3 The Customer, shall be liable for payment of airtime or other charges which may be levied by the Mobile network operators in connection with the receiving of the Alerts, which may be levied by the Mobile network operators as per the terms and conditions and in which case the Bank is in no way concerned with the same.

4. AMENDMENTS

The Customer declares that he acknowledges and accepts that amendment of terms, including these terms, takes place according to the agreed upon and mentioned in terms of the General Terms and Conditions for Individuals without prejudice to Customer's rights. In any case the new amended terms of the Service are notified, depending on the case, according to the current applicable legislation to the Customer and prior to any transaction through the Service. The non-acceptance of the terms means the, from the part of the Customer, termination of this agreement and cease of the Service. All amendments shall be undertaken by the Bank for the betterment of the Mobile Banking Services hereto, to which the Customer following acceptance shall abide to the same as if the same, the current terms, conditions, guidelines and attached charges have not been amended, varied, altered, added to, removed or modified for that matter.

5. LAWS AND JURISDICTION

These terms and conditions 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 between the Bank and the Customer, 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.

6. DECLARATIONS

I/We agree, affirm, confirm and undertake that I/We have read and understood the Terms and Conditions for usage of the Brim Bank Mobile Banking Services and agree to them wholly. I am/ We are aware that the usage of the Exim Bank's Mobile Banking Services is governed by the Terms and Conditions hereto as read together with the General Terms and Conditions of the Bank vis-a-vis the Customer Account holding, and I/We have reviewed the contents of the same. Further, I/We accept the terms and conditions governing Mobile Banking Services of Exim Bank (I) Limited, and further accept that all my/our rights and liabilities would be governed by the said terms and conditions. I/We hereby agree to subject to and comply with all the provisions of the terms and conditions which are incorporated by reference herein and deemed to be part of this application form to the same extent as if such provisions had been set forth in full herein. I/We further agree that all provisions in the General Terms and Conditions relating to the Bank's liability and limitation thereto shall apply to the Exim mobile Terms and Conditions. I/We have read and understood the terms and conditions, Privacy policy of Exim Bank (I) Limited and I accept and agree to be bound by the said terms and conditions to any changes that may be made from time to time by the Bank at its sole discretion including and limiting the Bank's liability and in case of disagreement I shall undertake to inform the Bank.

7. ADDITIONAL TERMS & CONDITIONS

I/We agree that this Mobile Banking Services Facility of Exim Bank (I) Limited shall be only in specified types of accounts notified by the Bank as 'eligible Accounts' for Mobile Banking Services by the Bank, from time to time. I/We further agree that the Mobile Banking Service by Exim Bank hereto is available intra-bank only and no fund transfer can be effected from other banks to my/

our account maintained at the Brim Bank as well as no fund transfer is permissible from aim Bank to accounts maintained with other banks.

8. INDEMNITY

I/We do hereby indemnify and forever keep indemnified the Bank and its successors and assigns, from and against any and all claims, actions, penalties that may be made, suffered or incurred by the Bank by reason of non compliance of any of the terms and conditions mentioned herein.

INTERNET BANKING TERMS AND CONDITIONS

The Client must read the Terms and Conditions carefully before using Exim Bank (Tanzania) Ltd's Internet Banking Services. By accepting these Terms and Conditions, the Client shall be deemed to have accepted the same and be bound by all these Terms and Conditions. Internet Banking and Mobile App.

I. COVENANTS OF THE CLIENT

In consideration of Exim Bank (T) Limited performing the Services as mentioned above, the Client hereby declares, assures, undertakes and covenants as under-

1.1 The Client and members of its organisation, including the Users have knowledge of the use and functionality of the Internet and the security mechanisms suggested/ prescribed/ offered/ implemented by Exim Bank (T) Limited on the Site.

1.2 The Client shall install at its own costs, such hardware and/or software including such encryption and security technology as may be required by Exim Bank (T) Limited from time to time to enable the Client to access the Services, maintain secrecy and access to authorised Users only.

1.3 The Client undertakes and agrees to keep the password/s provided to/ chosen by the Client and its Users and the security mechanism provided/ implemented by the Bank, absolutely confidential and is bound by any and all transactions including but not limited to Payment instructions and Payment instrument request which are acted upon by Exim Bank (I) Limited on the usage of the correct passwords/User identities and the security mechanism provided/implemented by the Bank All passwords chosen by the Client would require to have such minimum characters or strings as Exim Bank (T) Limited may from time to time specify.

1.4 The Client takes full responsibility for the safe custody of the security mechanism provided/ implemented by the Bank and the password required to access the Internet Banking and Mobile App and the Client shall be responsible for the use and/or misuse of the same. Any instruction (s) received by Exim Bank (I) Limited from the server/ PC/ operating device of the Client with a valid password shall be deemed to be an instruction/instructions given by the Client and the Client hereby expressly agrees to be bound by the same. Client should note that Exim Bank (T) Limited is entitled to utilise all such information received as evidence against the Client before any competent Court of Law or Judicial or Quasi-Judicial Authority or Tribunal or any other Statutory or Government authority.

1.5 Internet Frauds: Exirn Bank (T) Limited shall endeavour to adopt security measures as available in the industry from time to time. However the Client acknowledges that the technology used including the Internet is susceptible to a number of frauds, misuse, hacking, virus attacks and afflictions, malicious, destructive or corrupting code, programme or macro which could affect the Services. This could result in delays in the processing of instructions or failure in the processing of instructions or inaccuracies in the processing of instructions or unavailability of the Site and/or any other such failures and Exim Bank (T) Limited shall not be responsible for the same.

1.6 Mistakes & Errors: The Client shall ensure that there are no mistakes and/or errors in the information and instructions given by the Client to Exim Bank (T) Limited.

2. COVENANTS OF THE CLIENT

In the event of Exim Bank (T) Limited making any changes, enhancements, and or modifications including, without limitation, any upgradation to the Services, the Client shall suitably modify and/or upgrade, at its own costs, its systems to comply with the Internet Banking and Mobile App system and avail of various Services provided by Exim Bank (I) Limited through Internet Banking and Mobile App and further agrees to execute such additional agreements, writings, documents as may be required from time to time as may be required by the Bank in this regard. The Client hereby agrees that Exim Bank (T) Limited shall not be liable for the failure of the Client to so modify and/ or upgrade its systems to comply with the Internet Banking and Mobile App system requirements or for any losses, claims, damages, expenses and/or liabilities arising out of such failure of the Client.

3. MAINTENANCE OF EXIM BANK (T) LIMITED INTERNET BANKING AND MOBILE APP.

3.1 Exim Bank (T) Limited may from time to time upgrade, modify, alter and/ or perform maintenance services on the Bank's Internet Banking and Mobile App (hereinafter collectively referred to as "Maintenance services"). Exim Bank (T) Limited shall endeavour to give prior notice of such routine maintenance service. 3.2 Exim Bank (T) Limited shall not be liable for any losses, damages and/ or expenses incurred by the Client in respect of any loss of access and/ or use or interruption in the use of the Internet Banking and Mobile App Services due to the Maintenance services being performed on the same.

4. CONFIDENTIALITY & DISCLOSURE

The Client hereby authorises the use of confidential information of the Client by Exim Bank (T) Limited and the transfer by Exim Bank (T) Limited of any information relating to the Client to and between the branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of Exim Bank (T) Limited and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of the Services to the Client, or for statistical analysis, credit scoring publicity/promotional activities and data processing purposes, and further acknowledges that any such branch, subsidiary, representative office, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, court, statutory, regulatory or legal process.

5. NO WARRANTY

Exim Bank (T) Limited's sole obligation and the Client's sole and exclusive remedy in the event of interruption to the Services or loss of use and/or access to aim Bank (T) Limited's Internet Banking and Mobile App shall be to use all reasonable endeavours to restore the services and/or access to the Internet Banking and Mobile App system as soon as reasonably possible. Exim Bank (T) Limited makes no other express or implied warranty with respect to the Services provided hereunder, including without limitation any warranties of uninterrupted and/or error-free performance of the Internet Banking and Mobile App, non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose.

6. LIMITATION OF LIABILITY

Without prejudice to any other provisions of these Terms and Conditions, Exim Bank (T) Limited shall not be liable to the Client for any loss or damage whatsoever or howsoever caused arising directly or indirectly whether for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of the Services and/ or these Terms and Conditions, including without limitation any loss of data, interruption or stoppage to the Client's access to and/or use of the Internet Banking and Mobile App and the security mechanism provided/ implemented by the Bank; or arising out of the performance of the Services or otherwise.

7. NOTICES 7.1

All notices and communications under these Terms and Conditions shall be in the manner acceptable to Exim Bank (T) Limited from time to time.

7.2 All other notices, communications and writings pursuant to these Terms and Conditions may be delivered by hand, by mail, by overnight courier service to 7.2.1 If to Exim Bank (T) Limited to the following address: Brim Bank (T) Limited P. o Box 1431 Exim Towers Ghana Avenue Dar-es-Salaam 7.2.2 If to the Client, to the address provided in the Application Form. All notices shall be deemed to be given

7.2.3 If delivered by overnight courier or hand delivery, only on actual delivery; 7.2.4 If by mail then within a timeframe of postage as determined by Exim Bank (T) Limited.

8. GENERAL

8.1 Charges: The Client hereby agrees to bear the charges as may be stipulated by the Exim Bank (T) Limited from time to time for availing of these Services and Exim Bank (T) Limited is authorised to debit such charges to the Client's Accounts.

8.2 Non-Transferability and Non-Assignability: The grant of the facility of Internet Banking and Mobile App to the Client is not transferable under any circumstance and shall be used only by the Client through its designated Users. The Client shall not assign these Terms and Conditions to any other person. Exim Bank (T) Limited may subcontract and employ agents to carry out any of its obligations under these Terms and Conditions. 8.3 These Terms and Conditions are in addition to the terms and conditions accepted by the Client for any other Exim Bank (T) Limited products and services, which shall be deemed to have been incorporated hereinunder.

9. Governing Law and Jurisdiction:

The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of Tanzania. The parties hereby submit to the non-exclusive jurisdiction of the Courts at Dar-es-Salaam, Tanzania. The Client shall demonstrate its knowledge and acceptance of the aforesaid Terms and Conditions by the act of any of the Client's Users logging into or otherwise accessing or using the Bank's Internet Banking and Mobile App services. If the Client does not agree with any of the Terms and Conditions as aforesaid, the Client shall not use or attempt to use the Bank's Internet Banking and Mobile App services in any manner whatsoever including but not restricted to allowing any of the Client's Users to log or attempt to log into the Site.

PREFERRED BANKING SERVICES TERMS AND CONDITIONS

In these terms and conditions, "you" refers to you, your joint account holder or your authorized person who agree to become Preferred Banking customers of Exim Bank (Tanzania) Limited The services provided to you as a Preferred Banking customer are governed by these terms and conditions.

1. Membership

1.1 To become Exim Bank's Preferred Banking customer, you will need to meet our eligibility criteria. Your admission to Priority Banking membership is at the Bank's discretion. The Bank reserves the right to end your Preferred Banking membership at any time without giving you a reason but prior notice will be issued to you.

1.2 Continuation of your Preferred Banking membership is subject to fulfillment of the eligibility criteria set forth herein under clause 2 of this agreement. The review of your membership will be conducted on regular basis, and the continuation of the same will be at the Bank's discretion.

1.3 You may end your Preferred Banking membership by giving the Bank written notice.

2. Eligibility criteria for Preferred Banking

To enjoy the exclusive Preferred Banking membership and all the benefits and privileges that come with it, simply maintain a monthly average balance of Tsh. 10,000,000/- (for Personal Customers) and/or Tsh 50,000,000 (for SME Customers) in deposits with the Bank Your average monthly balance should not fall below the stipulated threshold for Three (3) consecutive months at any point in time.

Failure to meet eligibility criteria may result into:

(a) The Bank imposing a fee and deducting the fee from you we may impose a fee and will deduct the fee from you. either:

(b) The Bank ceasing or suspending the provision of any Preferred Banking Services until the elibility criteria are met.

3. Fees and charges

3.1 Fees and charges may be charged for the provision of selected Preferred Banking services. The monthly membership fees may change from time to time. All other chargers are as per the prevailing tariff.

You can request for a copy of the prevailing tariff from your Relationship Manager.

4. Information we disclose

You consent to each member of the Bank, its officers, employees, agents and advisers disclosing information relating to you

(including details of the accounts, products or any security. You consent to us contacting you at the address, email address and

phone numbers you have provided to the Bank, to give you information on other products and services that the Bank may offer.

5. Preferred Banking Services

The Bank reserves the right not to provide you or cease to provide you with any Preferred Banking Services and its accompanying benefits (if any) if you are downgraded from the Preferred Banking platform for any reasons whatsoever. The Bank will notify you as soon as possible if this happens but it is not obligated to give you any reason for doing this.

6. Indemnity

The Bank shall not, in any event, be liable for indirect, consequential or special Losses of any nature for any reason whatsoever in connection with the services offered under preferential banking, or for any Losses in relation to the Terms and Conditions, any Transaction or the performance of Services except where the proximate cause of any loss, actions, proceedings, claims or demands was a direct result of the Bank's actual fraud, wilful misconduct or gross negligence.

You shall indemnify the Bank in full against all actions, proceedings, claims or demands which may be brought against the Bank and any expenses, losses (including foreign exchange losses), present or future taxes, costs (including legal fees on a full indemnity basis) and other liabilities which may be incurred by the Bank in connection with the Terms and Conditions, any Transaction or any Services provided in connection with your Account except where the foregoing are brought against or incurred by the Bank as a direct result of any fraud or forgery due solely to the actions of the Bank's staff.

7. Data protection

The Bank may hold and process personal information obtained about you and use it for making lending decisions and servicing the relationship with you, for the purposes of fraud prevention and debt collection, to understand your financial needs, to conduct business and to provide you with better customer services and products from both within the Bank and those of selected third parties. The Bank may pass this information to its agents, as permitted by law so that they may do the same and they may pass information held by them about you to the Bank so that the Bank may do the same. The Bank will not disclose any such information to members outside its control except for fraud prevention purposes and/or if required/obliged by law or Governmental or judicial bodies or agencies or to the Bank's regulators under proper authority, or under a strict code of secrecy to sub-contractors or persons acting as the Banks agents or where we have your consent or have previously informed you.

8 Services provided by third parties

From time to time the Bank may introduce you to other Preferred Banking privileges and service provided by third parties. Any services provided by third parties are subject to their terms and conditions and the Bank will not be liable for any loss you incur in connection with such services.

9 Governing law

These Terms and Conditions are governed by and interpreted in accordance with the laws of the United Republic of Tanzania and the courts of the above jurisdiction will have non-exclusive jurisdiction in respect of any dispute, which may arise. We, the undersigned, approve and agree to the terms and conditions as outlined in these Terms and Conditions

Signature of Account holder: ________________________________