

MOBILE BANKING TERMS AND CONDITIONS

1.0 Definitions

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 Uchumi Commercial Bank ATM card 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 Uchumi Commercial Bank Limited-Moshi (HQ) with which the Customer's Account is maintained.

”Customer”

Means the person who holds an Account with the Bank;

“PIN”

Means the 4 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



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2.0 Eligible Accounts,

2.1 Uchumi mobile services shall be available on all Eligible Accounts with the Bank whether opened in the past, at this present time or will be opened in the future. The following accounts are eligible for Uchumi Mobile Services

2.1.1 Personal Savings Account, Elimu Junior Account, Personal Current Account, Company/Organization savings and Current Account with either to sign as instructions of debiting the Account

2.1.2 Uchumi Mobile Banking Services cannot be used on other types of accounts not provided under Clause 2.1.1

3.0 Features and functionality of Uchumi Mobile banking Services will entail the following;

- Balance Enquiry.
- Fund Transfer to Accounts within UCB and other Banks under Umoja switch membership
 - ❖ Funds Transfer to M-pesa, Tigo Pesa, Airtel money and Easy pesa
- Utility payment: Airtime recharge, satellite TV subscription (DSTV, startime), Luku, Dawasco, TTCL pre-paid and Broadband, UHURU-one, SASATEL and NECTA etc.
- Mini-statement.
- Full statement request.
- Cheque book request.
- Foreign currency exchange rates.
- Tool (change language& PIN).
- SMS alerts on ATM card based transactions.



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4.0 SCOPE & GUIDELINES

- 4.1 On registration the customer will be asked to provide to the bank a Mobile number of which he/she would like to receive text messages. The service is not provided via fixed line telephone, a computer capable of receiving text messages e.t.c
- 4.2 The Customer must be registered by the Bank to use Uchumi Mobile services and comply with the registration and activation procedures prescribed by the bank
- 4.3 In case of joint accounts, mobile banking services will be made available to only one mobile number suggested by both account holders
- 4.4 All responsibility /accountability/rights/liabilities of use by secondary cardholder/joint account holder shall be binding on all joint account holders.
- 4.5 Uchumi Bank will prompt the user to put a PIN of his/her choice at the time of availing services. Thereafter, it is the responsibility of the customer to safeguard the PIN.
- 4.6 The Bank deals with the customer remotely when using Electronic Banking Channels(there is no face to face interaction)

5.0 CONDITIONS

- 5.1 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 customers knowledge, consent or authority
- 5.2 The customer shall be bound to inform the Bank immediately if he/she knows 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, 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.
- 5.3 The Bank shall not be responsible for Any inability of a mobile device to access Uchumi 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 Uchumi Mobile banking services

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5.4 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

5.5 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 SMS alerts or other information over the Customer's new mobile number unless it is duly registered in accordance to the terms and conditions of this agreement. For avoidance of doubts, it is hereby mutually agreed that upon receipts of notification of change of customer's Mobile Number the bank shall de-register the old number

5.6 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 these conditions by the customer.

5.7 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 Uchumi Mobile banking services without giving reason and without incurring any liability as for such addition, variation, alteration, suspension or removal of part or all of the Mobile Banking services.

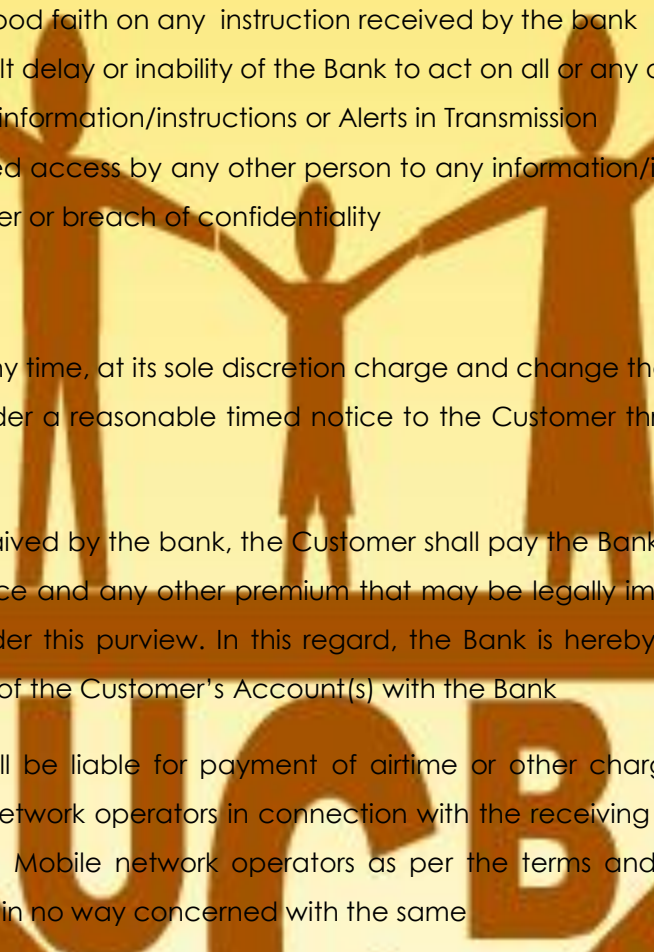
5.8 Uchumi Mobile Banking services are intended to be available 7days a week, 24 hours a day but there is no warranty that the same will be available at all times. The Customer further agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of Mobile Service for; updating, maintenance and upgrading purposes, or for the performance of any of the tasks in clause 5.7 above, or any other purpose whatsoever that the bank deems fit, and in such event, the bank shall not be liable for any loss, liability or damage which may be incurred directly or incidentally as a result thereof.

5.9 The Customer acknowledges that the facility is dependent on the telecommunications infrastructure, connectivity and service within Tanzania .The customer accepts that timelines, of Alerts sent by the Bank will depend on factors affecting the Telecommunication Industry, Neither the Bank nor its Service Providers shall be liable for non delivery or delayed of Alerts, errors, loss, distortion on transmission of and wrongful transmission of alerts to the Customer.

6.1 The Bank or its employee/contractual staffs will not be liable for

- Any unauthorized use of Customer's PIN

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- Mobile phone number/instrument or unauthorized access to e-mails received at his notified email address for any fraudulent, duplicate or erroneous instruction given by use of the same
 - Acting in good faith on any instruction received by the bank
 - Error, default delay or inability of the Bank to act on all or any of the instructions
 - Loss of any information/instructions or Alerts in Transmission
 - Unauthorized access by any other person to any information/instruction given by the customer or breach of confidentiality

6. CHARGES

6.1 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

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

6.3 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

7.0 AMENDMENTS

The customer hereby, agrees to abide by, without notice and his/her express consent to any future modification, innovation, variations, amendment or alteration to these terms and conditions. And all such amendment shall be undertaken by the Bank for the betterment of the Mobile Banking services hereto, to which the Customer shall abide to the same as if 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 the that matter

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8.0 LAW AND JURISDICTION

This Agreement shall be governed and fall under jurisdiction of the laws of the United Republic of Tanzania. All disputes or differences whatsoever which shall arise any time hereafter between the Bank and the customer, whether during the continuance of the Agreement in the first instance the parties shall endeavor to settle such matter amicably failing which the matter shall be referred to single arbitrator which shall be appointed by the parties from Tanzania Communication Regulatory Authorities (TCRA). This shall be done in accordance with and subject to the provisions of the Arbitration Act [CAP 15 R.E2002] or any statutory modification or re-enactment thereof for the time being in force

9.0 DECLARATIONS

I/We agree, affirm, confirm and undertake that I/We have read and understood the Terms and Conditions for usage of the Uchumi Mobile banking Services and agree to them wholly. I/We are aware that the usage of Uchumi Mobile Banking Services is governed by the Terms and conditions hereto as read together with the General Terms and Conditions of the Bank vis-à-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 Uchumi Commercial Bank of Tanzania, and further accept that all my/our rights and liabilities would be governed by the said terms and condition which are incorporated by reference herein and deemed to be part of this application form to the same extent as if such provision 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 Uchumi Mobile Terms and Conditions. I/We have read and understood the Terms and Conditions, **Privacy Policy of Uchumi Commercial Bank Ltd** and I accept and agree to be bound by the said terms and conditions to any changes that shall be made from time to time by the bank at its sole discretion including and limiting the Bank's liability

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10. ADDITIONAL TERMS & CONDITIONS

I/We agree that Uchumi Mobile services facility shall be only in specified types of accounts nominated by the Bank as eligible Accounts for Mobile Banking services by the Bank from time to time. I/We further agree that Uchumi Mobile Services is available in intra and interbank fund transfer i.e. funds can be effected from other banks to my/Our accounts maintained by Uchumi commercial bank LTD as well as fund transfer is permissible from my account maintained by Uchumi Commercial Bank LTD to accounts maintained with other banks under Umoja switch membership

11. 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

Signature of Account Holder(s)

First Signatory

Name: _____

Signature: _____

Date: _____

Place: _____

Second Signatory

Name: _____

Signature: _____

Date: _____

Place: _____

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