

PREPAID Card Terms and Conditions

In consideration of African Banking Corporation making available to me an ATM DEBIT/PREPAID Card

I agree to be bound by the following terms and conditions:

1 DEFINITIONS

In these terms and conditions:

- 1.1 "the Account" means any account held by the Bank in the name of the Cardholder and/or on which the Cardholder is authorised to operate through the use of the Card;
- 1.2 "the Bank" means African Banking Corporation;
- 1.3 "the Card" means any debit or prepaid card bearing the name African Banking Corporation issued by the Bank in the name of the Cardholder, including any such card issued in replacement thereof or in substitution therefore or in addition Thereto;
- 1.4 "the Cardholder" means the person in whose name the Card has been issued;
- 1.5 "the Card Number" means the number embossed or imprinted on the Card;
- 1.6 "the Card Facilities" means those services and facilities made available electronically or otherwise, by the Bank from time to time through the use of the Card.
- 1.7 "the PIN" means the Personal Identification Number which in conjunction with the Card and/ or Card Number enables any of the Card Facilities to be utilized;
- 1.8 "use of the Card" means the use of the Card and/ or Card Number in conjunction with the PIN;
- 1.9 "Supplementary Cardholder" - means a person to whom an additional card has been issued at the request of the Principal Cardholder; "Supplementary Card Fee" - means fees charged for issuance of an additional card as requested by the Principal Cardholder.
- 2.0 unless the context clearly indicates a contrary intention:-
- 2.1 words importing one gender include the other.
- 2.2 the singular includes the plural and vice-versa;
- 2.3 The heading to the paragraph shall not be used for the purpose of interpretation.
- 2.4 "General" - The Bank shall not be liable if it is unable to perform its obligations under the agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or to industrial dispute anything outside the Bank's control, its agents or contractors. If the Bank is unable to produce and send statements, the Principal cardholder's liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payments are due the Bank may select a date in each calendar month as the statement date. Cardholders shall notify the Card Centre in writing of any change in name or address. The agreement is governed by the Laws of Tanzania.

3 ACCEPTANCE

Acceptance by the Cardholder of these terms and conditions shall take place on Cardholder's signature to this document then he shall be deemed to have accepted these terms and conditions on the first use of the card.

4 JOINT AND SEVERAL LIABILITY

Where the Cardholder is a person other than the holder of the Account, the Cardholder and the holder of the Account shall be jointly and severally liable for the payment of all indebtedness arising from the use of the Card; and no partial or full release by the Bank of either of them shall reduce the liability of the other of them to the Bank. Any reference herein to the liability of the Cardholder or to the appropriation of funds or any security of the Cardholder shall be deemed to be a reference, also, to the holder of the Account.

5 DEEMED USE OF CARD BY CARDHOLDER

The Cardholder is obliged to return the card for cancellation if he no longer wishes to use the Card Facilities or if the account is closed and to notify the Bank (and, if such notification is oral, immediately thereafter to confirm the notification in writing), if he knows or reasonably suspects that the Card has been lost, stolen or misappropriated or that the PIN has become known to other persons and until he returns the Card or make such notification, all requests made, instructions given and transactions initiated through the use of the Card shall be deemed to have been made, given or initiated (as the case may be) by the Cardholder, and the Bank irrevocably authorised to act on and give effect to all such requests, instructions and transactions and to debit the account with the amount of all payments and disbursements initiated through and all charges, duties and levies imposed in respect of the use of the Card and to recover all such amounts, charges, duties and levies from the Cardholder.

6 COUNTERMANDS

The Cardholder shall not be entitled to countermand any request made, instruction given or transaction initiated through the use of the Card.

ACCOUNT TO BE FUNDED

The Bank shall not be obliged to act on or give effect to any payment or disbursement initiated through the use of the Card unless there are sufficient funds in the Account

at the time when the payment or disbursement is to be made or unless suitable arrangements have been agreed to by the Bank.

7 APPROPRIATION

If the Account shall ever be in debit beyond the amount specifically authorised by the Bank, the Bank shall be entitled, in its sole discretion and without notice, to reduce or settle the Account by appropriating to it any moneys standing to the credit of any other account of the Cardholder or otherwise held at any time by the bank for or on behalf of the Cardholder whether the amounts which are set off against each other are due and payable or not and/ or to realise any security lodged with the Bank by or on behalf of the Cardholder and to use the proceeds thereof towards the reduction or settlement of such indebtedness.

8 LOSSES

The Bank, its officers and servants, shall not be responsible or accountable to the Cardholder for any loss or damage, actual or contingent, arising from or out of the use of the Card and/ or the Card Facilities (its being recorded that any electronically initiated third party payments are not necessarily effected on the same day), malfunction, failure or unavailability of the Card Facilities, the loss or destruction of any data, the failure, interruption or distortion of communication links, any delay in acting on any request made or instruction given or effecting any transaction initiated through the use of the Card or any failure to do so (whether or not such delay or failure is notified to the Cardholder, any industrial action, act of God or other cause or circumstance not reasonably within the Bank's control provided that the provisions of this paragraph shall not apply in respect of any loss or damage proved to have been caused by the fraudulent act of any officer or servant of the Bank.)

9 TERMINATION

The Bank may at any time, without prior notice and without giving any reason thereof, terminate or restrict the Cardholder's use of the Card and/ or the Card Facilities.

10 CARDOWNERSHIP

Ownership of the Card shall at all times vest in the Bank and the Cardholder shall return it to the Bank and the Cardholder shall return it to the Bank forthwith on demand.

11 NEW CARDS

The Bank may from time to time, in its sole discretion, issue a new Card and/ or Card Number and/ or PIN in replacement of or in substitution for or in addition to the Card and/ or the Card Number and/ or PIN.

12 CHARGES

Charges imposed by the bank from time to time shall be payable by the Cardholder to the Bank for the provision of the Card Facilities used during the period concerned.

13 LEGAL AND OTHER FEES

The Cardholder shall be liable for payment of all expenses incurred by the Bank in exercising any right against the Cardholder in respect of any breach of his/ her obligations hereunder, including all legal charges of the legal practitioner at client scale, legal practitioner's collection charges and tracing charges.

14 CERTIFICATES/ ADVICE SLIPS

Any certificate/ advice slips issued by the Bank as the balance on the Account and/ or the rate of interest payable and/ or any transactions on the Account and/ or any other matter arising in whole or in part from the use of the Card shall for all purposes be conclusive proof of the facts stated therein. Notwithstanding the above, certificates/ advice slips issued by an Automated Teller Maschine on information supplied by or on behalf of the cardholder shall not constitute proof of the facts stated therein, until and unless the amount of the deposit in respect of which the certificate/ advice slip has been verified by the Bank.

15 NO WAIVER

No relaxation, delay or indulgence on the part of the Bank in exercising any of its right under these terms and conditions shall operate as a waiver of such rights.

16 ALTERATION AND CONDITIONS

The Bank may amend these terms and conditions at any time by notice in writing to the Cardholder, and the Cardholder shall be bound thereby unless the Card is returned to the Bank within 7 days of receipt of such notice. No oral agreement between the Bank and the Cardholder to alter these terms and conditions shall be of any force or effect.

Name of Card Holder: _____ Signature: _____

Account Holder: _____ Signature: _____

Date: _____