

## I&M BANK (T) LTD TERMS AND CONDITIONS ON INTERNET BANKING

***Please read this Agreement carefully before using Internet Banking. It contains liability exclusions and limitations and other important provisions. By signing this agreement and using Internet Banking, you acknowledge and signify that you have read, and understood this Agreement, received adequate Explanations of the nature and scope of your obligations hereunder and agreed to be bound by this Agreement. If you do not agree with all of the provisions of this Agreement, you may not use Internet Banking.***

### **1. Definitions in this Agreement**

In this Agreement: "Account" or "Accounts" means any deposit, loan or investment accounts you have with us or our subsidiaries, individually or jointly with other persons and to which you request access through Internet Banking;

"Omni Channel" means our Personal Internet Banking service and includes Online real time access to Account information, transferring funds between Accounts, bill payments, general information relating to rates and access to other electronic financial products and services authorized and/or provided by us;

"Internet Banking Logon Information" means the Internet Banking Password as well as your User ID which the bank will provide you in order to gain access to Internet Banking;

"Internet Banking Password" means the letters or/and numbers you receive or select for your confidential use to identify yourself and to gain access to Internet Banking;

"Personal Identification"

Means the word you select for your Confidential use to identify yourself and to gain access to Internet Banking;

"Transaction" means any transaction performed or requested to be performed in relation to your Account through Internet Banking, including a request for or disclosure of information about an Account;

"We", "us", "our" and "bank" are references to I&M Bank (Tanzania) Limited "Website" means the bank website located at [www.imbank.co.tz](http://www.imbank.co.tz) or any other bank website through which you gain access to Internet Banking from time to time.

### **2. Accepting this Agreement**

This Agreement governs your use of Internet Banking. By signing and using Internet Banking, you signify that you agree to be bound by this Agreement as it may be amended from time to time. If you do not agree with all of the terms and conditions of this Agreement, you may not use Internet Banking.

### **3. Changes to this Agreement**

We may change this Agreement periodically. We will notify you of a change to this Agreement by doing one of the following at least 30 days prior to the change: (a) displaying the notice at our branches; (b) mailing you a copy of the revised agreement; (c) posting the changes on this Website; or (d) sending you an electronic message through email or SMS. If you make any Transaction or use Internet Banking after the effective date of a change to this Agreement, it will mean that you agree to the change. You should therefore review this Agreement periodically for changes since the last version.

### **4. Scope of this Agreement**

This Agreement is in addition to and supplements any other agreements you have with us or any of our subsidiaries (now or in the future) concerning your Accounts or Internet Banking, including, but not limited to the General operating rules & regulations and the Website Use Agreement. If there is a conflict between this Agreement and any of the other agreements you have with us, this Agreement will prevail regarding your use of Internet Banking and the other agreement(s) will prevail with respect to all other matters.

### **5. Service Charges and Fees**

You authorize us to deduct all service charges and fees that may apply to your use of Internet Banking in accordance with the General operating rules & regulations.

### **6. Your Personal Access Number Logon Information**

To access Internet Banking, you must have Internet Banking Logon Information that allows us to authenticate your identity. Your Internet Banking Logon Information is comprised of your Internet Banking Password as well as your User Name. You MUST change the temporary password that the bank will provide you upon signing up for Internet banking.

You agree that you will not select an Internet Banking Password based on your or a close relative's birth date, telephone number, address or any other readily identifiable combination of letters or/and numbers. You agree to change your Internet Banking Logon Information regularly and not to use any previously used Internet Banking Password. Your Internet Banking Logon Information is for your use alone and you agree to keep them secret and not reveal them to any person, including our staff. You agree to take all reasonable precautions to maintain the secrecy of your Logon Information, including ensuring that any information stored on any computer with which you access Internet Banking is protected against unauthorized access by third parties

You agree to memorize your Internet Banking Logon Information and not to record it anywhere. Some internet browser applications allow the user to electronically store passwords for easy future access to a particular Website; you agree not to use this "save password" feature in conjunction with Internet Banking. You agree that we are not responsible for the security or confidentiality of your Account information or instructions until actually received by us. Once you have initiated an on-line Internet Banking session, you will under no circumstances leave the internet terminal from which you have accessed Internet Banking until you have terminated that session and have logged-off Internet Banking. You will be responsible for ensuring that you have logged-off of Internet Banking at the termination of any Internet Banking session. You will also be solely responsible for implementing any and all browser security measures available through your web browser, including, closing your web browser or clearing your browser's cache after a banking session. You agree to notify us immediately by telephone or through Internet Banking if your Internet Banking Logon Information has become or may have become known to another person or might otherwise be available for unauthorized Internet Banking. Until you give such notice to us and we actually receive it, you will be liable for all Transactions that may occur as a result of authorized or unauthorized use of your Internet Banking Logon Information.

Once you notify us to disable an access code we are entitled to:

- (a) reject all instructions received after such notification;
- (b) suspend the processing of all instructions not yet executed;
- (c) Deactivate the access code without further notice.

Your Personal Access Number remains our property and may be cancelled or suspended at any time by us without prior notice to you.

Note that you have to be connected to the internet through your PC and use any secured browser to access our internet banking services.

### **7. Using Internet Banking**

You are responsible for ensuring that any instructions regarding your Accounts received by us through Internet Banking are true, accurate, and complete. You acknowledge that we will rely upon the truth, accuracy and completeness of your instructions.

You request and authorize us to accept, rely upon and act upon your instructions given in any manner permitted by Internet Banking as if you had given signed written instructions to us, even if they may conflict with any other mandate given at any time concerning your Accounts.

An instruction is deemed to be received by us only once we have confirmed we have received it. If we fail to confirm receipt of your instruction, do not re-send the same instruction before checking your statements and contacting our Customer Support Desk. This is because the initial instruction may still be being processed and re-sending the instruction may lead to a double transaction for which we will not be held liable.

For payments made through electronic banking platform provided by I&M Bank (Tanzania) Limited, you agree to designate and inform us in advance and in writing of those individuals who are authorized by you to approve and initiate payments in accordance with requirements specified by us.

You further request and authorize us to debit from your Accounts any amounts we have paid or incurred in accordance with instructions received through Internet Banking regarding your Accounts.

We are not required to confirm the identity or authority of any person using your Internet Banking Logon Information to make Transactions. However, we may, in our sole discretion, require proof at any time of the authority of any person seeking to make Transactions on your Account through Internet Banking and may refuse to accept any instructions if we are not satisfied with such proof.

We are not liable for any damages sustained by the customer in connection with our electronic banking services, unless such damages were caused by wilful or grossly negligent conduct on the part of I&M Bank (Tanzania) Limited. I&M Bank (Tanzania) Limited will especially not be liable:

(a) for any defect in the customer's Internet connections; (b) for any error or defect in the telecommunication lines or for the fault of the internet Service Provider company or person, or for an error of software or if for any reason falling beyond our control, I&M Bank (Tanzania) Limited is unable to provide banking services or If any data is received by us erroneously, incompetently or belatedly and as a result, the customer is unable to use the services; (c) if the customer sustains any loss for any reason falling beyond our control in connection with such electronic banking services; (d) If such electronic banking services are used without due authorization or fraudulent, unless it is as a result of our culpable conduct; (e) for damages originating from the delayed or non-fulfillment of the customer's obligations set forth in this Internet Banking terms and conditions or other agreement relating to electronic services; (f) for any indirect damage, consequential damage or loss of profit sustained by the customer in connection with the use of such electronic banking services.

We may also refuse to complete or may reverse any Transaction if:

- (a) the Transaction is one that we cannot process;

(b)the Transaction exceeds your balance or credit limit or violates any provision in any other agreement you may have with us;

(c)the Transaction is directed to a business or other person that does not accept the Transaction;

(d)there is an operational failure or malfunction in Internet Banking;

(e)the Transaction involves any Account that we consider inactive; or

(f) Completion of the Transaction could violate any bank policies or procedures or any law, regulation, rule, standard or guideline of any governmental authority to which the bank or any of its affiliates is subject.

You acknowledge that the processing of some Transactions such as bill payments or transfers of funds to third parties may require two or more business days for completion.

**We are not liable for any loss or damage suffered by you or a third party by reason of any failure of or refusal by us to give effect to any of your instructions or requested Transactions or for any delay by us in implementing any instructions or Transactions.**

If you make an error using Internet Banking, you agree to contact us immediately at Internet Banking Support. You acknowledge that we may not be able to stop or reverse a Transaction made through Internet Banking. You agree that we may suspend or restrict your right to use Internet Banking or the services available through Internet Banking at any time without prior notice to you.

#### DISCLAIMER

YOUR USE OF INTERNET BANKING IS AT YOUR OWN RISK. INTERNET BANKING IS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

#### LIABILITY EXCLUSION

YOU (AND NOT US) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION TO ANY EQUIPMENT ARISING FROM OR CONNECTED TO YOUR ACCESS TO THE INTERNET BANKING WITHOUT LIMITING THE ABOVE, WE DO NOT REPRESENT OR WARRANT THAT:

(A)THE USE OF INTERNET BANKING, INCLUDING THE BROWSING AND DOWNLOADING OF ANY CONTENT, WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; OR

(B)THE USE BY YOU OF INTERNET BANKING AND THIS WEBSITE OR ITS CONTENT WILL NOT INFRINGE THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY OTHER THAN AS PROVIDED FOR IN THE GENERAL OPERATING RULES & REGULATIONS, WE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES (DIRECT, INDIRECT OR CONSEQUENTIAL) RELATING TO THE USE OF INTERNET BANKING AND THIS WEBSITE BY YOU OR ANYONE ELSE (INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF PROFITS AND THIRD PARTY CLAIMS). WITHOUT LIMITING THE ABOVE, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES SUFFERED AS A RESULT OF OUR FAILURE OR DELAY IN ACCEPTING OR PROCESSING A TRANSACTION OR AS A RESULT OF ANY FAILURE ATTRIBUTABLE TO ANY THIRD PARTY.

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES SUFFERED AS A RESULT OF THE OPERATIONAL FAILURE, MALFUNCTION, INTERRUPTION, CHANGE, AMENDMENT OR WITHDRAWAL OF INTERNET BANKING.

#### 9. LIABILITY LIMITATION

**OTHER THAN AS PROVIDED FOR IN THE GENERAL OPERATING RULES & REGULATIONS, IN NO EVENT WILL WE EVER BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS.**

#### 10. Bank Records

You agree that our records as communicated to you are, in the absence of clear and compelling evidence to the contrary, conclusive evidence of your dealings with us through Internet Banking.

You agree not to object to the admission of our records as evidence on any legal proceeding on the ground that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer.

Unless we, in our absolute discretion advise you otherwise, if there is any discrepancy between online information communicated through Internet Banking and information contained in any of the paper statements you receive or are deemed to receive from time to time in connection with your Accounts or otherwise, the information contained in the paper statements will be deemed to be correct and the online Internet Banking information will be deemed to be amended accordingly.

**11. Termination of this Agreement**

We may terminate this Agreement and your right to use Internet banking at any time without prior notice to you. We may notify you of such termination but any failure by us to notify you shall not prejudice in any way howsoever the validity and / or enforceability of the Agreement.

**12. Location of Information**

In connection with us providing you Internet Banking services, you authorize us to store information about you and your Accounts.

**13. Governing Law**

You agree that this Agreement and your use of Internet Banking and its content are governed exclusively by the laws applicable in the United Republic of Tanzania.

Any claim or cause of action you may have arising from or relating to this Agreement, your use of Internet Banking, must be commenced in such a Court within one (1) year after the claim or cause of action arises, after which time the claim or cause of action shall be barred.

**14. General Provisions**

If any provision of this Agreement is found to be void, or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of the Agreement and shall not affect the validity and enforceability of any remaining provisions.

I hereby acknowledge that I have read, understand and agree to the above terms and conditions of I&M Bank (Tanzania) Limited Internet Banking and have printed for my records.