

Terms and Conditions for Kamilisha Loans
(A product of Airtel Money in partnership with I&M Bank)

1. THE AGREEMENT

- 1.1. This Agreement sets out the complete terms and conditions between you, Airtel Money Tanzania, and I&M Bank Tanzania for the Service (as hereinafter defined) and shall be binding on your personal representatives and assigns.
- 1.2. These terms and conditions and any amendments or variations thereto take effect on their date of publication.
- 1.3. These Terms are supplemental to the Airtel Money Terms and Conditions. In the event of any inconsistency between these Terms and the Airtel Money Terms and Conditions or any other relevant Terms and Conditions, these Terms and Conditions shall prevail.

2. DEFINITIONS

In these terms and conditions, the following words, and expressions (save where the context requires otherwise) bear the following meanings:

- 2.1. **“Agreement”** means these terms and conditions and any amendments that will be made from time to time.
- 2.2. **“Applicant”** means any person who, through the Opt-In Function, applies for enrolment or registration onto the Service and establishment of an Kamilisha Limit.
- 2.3. **“Credit Reference Bureau”** or **“CRB”** means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations, 2013, as amended, revised, or promulgated from time to time, to inter alia, collect and facilitate the sharing of customer credit information.
- 2.4. **“I&M”** or **“I&M Bank”** means I&M Bank(T) Ltd., a Limited liability company incorporated in the United Republic of Tanzania and having its registered office at Maktaba Square/Maktaba Street of Post Office Box Number 1509, Dar es Salaam, Tanzania registered with the Registrar of Companies under registration number.
- 2.5. **“Currency Equivalent”** means the Tanzanian shillings (TZS) equivalent of the corresponding E-Value amount.
- 2.6. **“Customer”** means any Applicant or any person who has registered to use the Service and has accepted this Agreement.
- 2.7. **“Customer Care Centre”** means a customer care Centre designated for the Service in accordance with these terms and conditions.
- 2.8. **“Event of Default”** refers to any of the circumstances set out in Clause 10 below.
- 2.9. **“E-Value”** means the electronic value issued by Airtel Money and transacted within Airtel Money Account and representing an entitlement to an equivalent amount of the cash monies.
- 2.10. **“Equipment”** includes your mobile phone handset, Airtel Money enabled SIM Card and/or other equipment which when used together enables you to access the Network.
- 2.11. **“Facility”** means any funds advanced to your Airtel Money Account to enable you to complete payments for the transactions and services provided under Clause 11 where your Airtel Money Account Balance has insufficient funds.
- 2.12. **“Fees”** means the Fees applicable for the Services and include;
 - a) An Initial One Time Processing fee of 5.9% of the Facility; and
 - b) An interest fee of 4.9% for the unpaid facility on Day 1
 - c) An interest fee of 7.40% on the unpaid facility on Day 2- Day 5
 - d) An interest fee of 10.40% on the unpaid facility on Day 6 – Day 10
 - e) An interest fee of 12.90% on the unpaid facility on Day 11 – Day 15
 - f) An interest fee of 16% on the unpaid facility on Day 16

g) Any other Fees for the Facility as communicated by us from time to time in accordance with this Agreement and includes any charges, and applicable taxes thereon under the laws of Tanzania.

2.15 "Government" means the National Government, County Government or any other Government

lawfully established under the laws of Tanzania.

2.16 "NIDA" means the National Identification Authority operated by the Government.

2.17 "Know Your Customer" also known as KYC refers to the customer due diligence obligations

prescribed by relevant laws and as may be prescribed or recommended by the Government or

Bank of Tanzania from time to time;

2.18 "Airtel Money" means the money transfer and payment service that is managed and operated

exclusively by Airtel Money in Tanzania and licensed by the National Payments System and Bank of Tanzania

2.19 "Airtel Money Account" means the Airtel Money wallet registered in your name and through

which you applied for the Services

2.20 "Airtel Money Merchant Account" means the Airtel Money Merchant Wallet, that is registered

in your name and is used by you to receive merchant payments

2.21 "Airtel Money Subscriber" means a person who has registered to use Airtel Money and accepted the Airtel Money terms and conditions.

2.22 "Airtel Money Subscriber Credit Data" means data relating to your credit activity within the

Airtel Money System.

2.23 "Airtel Money Subscriber Data" means an Airtel Money Subscriber's name and any of such

subscriber's national identity card number, military card number, diplomatic identity card number, alien card number, passport number or driving licence number, as reflected in Airtel's

records from time to time.

2.24 "Airtel Money System" means the technical platform for the time being providing the Airtel

Money service.

2.25 "MSISDN" Mobile Subscriber Integrated Services Digital Network Number (Mobile Number).

2.26 "Network" means the mobile cellular network operated by Airtel.

2.27 "Opt-in Function" means the proprietary menu option developed by Airtel Money and available

on USSD, Airtel Money enabled SIM Cards that enables Airtel Money Subscribers to apply to Airtel to register for the Service.

2.28 "Amount Due" refers to any Facility amount, Fees, Charges that remains unpaid after the

Facility Period.

2.29 "Kamilisha Limit" means the maximum Facility amount you are allowed on the Service as defined, established and communicated to you by us from time to time based in your credit score.

2.30 "Party" refers to You, I&M Bank, or Airtel Money singularly.

2.31 "Parties" means You, I&M Bank or Airtel Money jointly.

2.32 "PIN" means your personal identification number being the secret code used to access and operate your Equipment on the Airtel Money System including but not restricted to access and use of the Service.

2.33 "Recovery Expenses" include any costs incurred by us to recover Overdue Amounts.

2.34.

"Repayment" means repayment of any amount due under the Service as defined in these Terms and Conditions including but not restricted to repayment of the Facility, Fees and Interest.

2.34 "Facility Term" means the period agreed for full Repayment of the Facility, being the earlier of full repayment of the Facility or Fifteen (15) calendar days from the date when the outstanding

Facility was first granted. The Facility Term shall not be affected by any subsequent or further

Request made within the Overdraft Limit until the Facility is paid back in full.

2.35 "Request" means a request or instruction received by us from you or purportedly from you through the Network and the System and upon which we are authorized to act.

2.36 "Airtel Money" means a company incorporated in the United Republic of Tanzania whose principal place of business is at Airtel House corner of Ali Hassan Mwinyi Road & Kawawa Road, P.O. Box 9623, Dar Es Salaam, Tanzania

2.37 "Service" or "Kamilisha Loan" means the Airtel Money service which allows Airtel Money

Subscribers to take a loan from their Airtel Money Accounts in order to complete transactions in

Accordance with this Agreement.

2.38 "SIM Card" means the subscriber identity module which when used together with other prescribed Equipment enables an Airtel Money Subscriber to use the Airtel Money Service.

2.39 "USSD" means the USSD service provided by Airtel.

2.40 "Cash merchant outlet" the means a person appointed to offer Airtel Money registration, cash in and cash out services

2.41 "We," "our," and "us," means both Airtel Money and I&M Bank and includes our successors and assigns.

2.42 "You" or "your" means the Customer and includes the Customer's personal representatives and

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1 Before opting-in or registering for the Service, you should carefully read and understand these terms and conditions as they govern the access, use and operation of the Service. These Terms and Conditions are available on www.airtel.co.tz and <https://www.imbank.com/tz/>. Where you are unable to read and understand these terms and conditions from an electronic device you are requested to collect a printed version from any Airtel Shop.
- 3.2 If you do not agree with these terms and conditions, please click “Decline” on the Opt-in Function.
- 3.3 You will be deemed to have read, understood, and accepted these terms and conditions:
 - 3.3.1. upon clicking on the “Accept” option on the Opt-in Function requesting you to confirm that you have read, understood, and agreed to abide by these terms and conditions; and or
 - 3.3.2. by using or continuing to use and requesting for the Service.

- 3.4 By registering for the Service, you agree to comply with and be bound by these terms and conditions as amended and revised from time to time and you affirm that these terms and conditions are without prejudice to any other rights that we may have in law or otherwise regarding your registration, access, and use of the Service.
- 3.5 We may from time to time vary or amend these terms and conditions and your continued access and use of the Service constitutes your acceptance to be bound by the terms of any such amendment or variation.

4. REGISTERING FOR THE SERVICE

- 4.1 By opting into the Service, you confirm that you are least eighteen (18) years old and a registered and active Airtel Money Subscriber for at least six (6) months immediately preceding the date of your application to register for the Service. We confirm that you are now a I&M Bank customer. We reserve the right to verify the authenticity and status of your Airtel Money Account and transactions and may decline your application if we are not satisfied that you have met these minimum requirements.
- 4.2 You may register for the Service on more than one MSISDN provided that these terms and conditions will apply to each Airtel Money Account that may be registered in your name.
- 4.3 You hereby agree and authorize us to exchange between Airtel Money and I&M Bank any of your personal information held by us in respect of provision of any Airtel Money or I&M Bank products and services including the Airtel Money Service. Such personal information includes but is not restricted to your phone number, name, date of birth, ID or Passport Number and such other information that will enable us to identify you and comply with the regulatory "know your customer" requirements (together the "Personal Information").
- 4.4 You also hereby agree and authorize us to use information relating to your use of the Airtel Money service, Airtel Money System, and other Airtel Money products as we shall require for purposes of delivering the Services.
- 4.5 You hereby agree and authorize us to contact you for various loan services including loan recovery and surveys through different channels including SMS, OBD (Out Bound Dialer), IVR (Interactive Voice Response) and calls through our recovery agents.
- 4.6 You may opt into the Service solely by way of an electronic application made by you using your Equipment via the USSD or any other channel which may be added in future.
- 4.7 You hereby agree and authorize us to obtain and procure your Personal Information contained in the NIDA System and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Tanzania to us.
- 4.8 You hereby further acknowledge and authorize us to verify your Personal Information in our custody against the information received from the Government of Tanzania in your respect as contained in the NIDA.
- 4.9 We reserve the right to request further information from you pertaining to your application to register for the Service at any time. Failure to provide such information within the time we require may result in a decline of your application to register for the Service.
- 4.10 Our acceptance or decline of your application to register for the Service shall be communicated through an SMS sent to your Airtel registered mobile phone number (MSISDN) associated with your Airtel Money account and or Equipment. You acknowledge and accept that our acceptance of your application to register for the Service creates a separate and distinct contractual relationship between you and Airtel Money outside the terms and conditions that apply to your Airtel Money Account from time to time.
- 4.11 We reserve the right to decline your application to register for the Service or, subject to 15 days' notice or such other notice as may be required by law, to revoke your registration on the Service. Where we decline your application to register or revoke your registration, we shall endeavor to formally communicate to you our reasons for the same.

5. YOUR REQUESTS

- 5.1 You hereby irrevocably authorize us to act on all Requests received by us using your Airtel Money PIN and to hold you liable in respect thereof. We may nevertheless refuse to conduct any requests beyond the scope of the Service as offered from time to time.
- 5.2 We shall be deemed to have acted properly and to have fully performed all our obligations upon our compliance with the Request. We may ask for further information or confirmation (whether written or otherwise) from you before complying with a Request but shall not be obliged to comply with a Request in the absence of such further information or confirmation.
- 5.3 We shall decline any Request for a Facility under the Service if you exhaust your Kamilisha Limit or Airtel Money transactional limit (as communicated by Airtel Money) and reserve the right to partly decline your Request if fully complying with the same would cause you to exceed the Kamilisha Limit or Airtel Money transactional limit. In deciding whether to offer you the Service, we shall take account of any outstanding Facilities plus Fees and interest on your Airtel Money Account in accordance with these terms and conditions or the terms and Conditions relating to the Airtel Money Service. We shall not be obliged to take account of regular credits, or any amounts received after declining such Request.
- 5.4 You hereby authorize us to affect such orders and act on such instructions in respect of your Airtel Money Account as may be required by the Government or any court order or by a competent authority or agency under the applicable laws.

6. REQUESTING A FACILITY

- 6.1 Upon opting into the Service, you will receive a confirmation message bearing your Kamilisha Limit.
- 6.2 If you are not allocated Kamilisha Limit, you must continue to transact on Airtel Money and use your Airtel SIM services such as voice and data to build a transaction history and enhance your credit score in order to be eligible - for Kamilisha Limit.
- 6.3 By accepting these Terms and Conditions, you agree and admit that we reserve the exclusive right to set the Kamilisha Limit.
- 6.4 You may check your Kamilisha Limit using the appropriate menu option provided on your Equipment through Airtel Money USSD or any other channel which may be added in future.
- 6.5 You acknowledge that any Facility granted to you will result in an overdraft on your Airtel Money Account up to the equivalent of the value of the Facility, Fees, and Interest applicable to the Facility. The Fees and Interest will be added onto the Facility and deducted from your Airtel Money Account when you repay your facility through the Airtel Money USSD. The Fees will include any applicable taxes, levies, and excise duties applicable under the law.
- 6.6 Your Request for a Facility will be appraised according to our Facility appraisal procedures. We reserve the right at our sole discretion and, without assigning any reason, to approve or decline such Request. Communication of our acceptance or decline of your Request will be via SMS sent to your Airtel mobile phone number (MSISDN) and or Equipment.
- 6.7 Any Facility granted must be repaid in full within Thirty (30) days from the date when the Facility was first granted (the first draw down date). You will not qualify for any new or additional Facility where any facility remains outstanding beyond the Thirty (30) days or are in default of any of the Terms and Conditions of the Facility including these terms and Conditions.
- 6.8 You may Request for the Facility multiple times within the Facility Term subject to the Kamilisha Limit.

7. KAMILISHA LIMIT

- 7.1 We may from time to time prescribe the minimum and maximum Facility you may be able to Request on the Service. Such limits will be communicated through SMS, our website, www.Airtel.co.tz or may be obtained from any Airtel Shop.
- 7.2 The Kamilisha Limit is subject to review from time to time and we reserve the right to vary your Kamilisha Limit without giving any reasons. We shall notify you of any variation to the Kamilisha Limit and your continued use of the Service will constitute acceptance of your revised Kamilisha Limit.
- 7.3 Where you have any outstanding Facility for more than Thirty (30) days, your right to use the Service and any un-utilized Kamilisha limit will be suspended forthwith.

8. CREDIT SCORING

Your Kamilisha Limit and our continued approval of your Requests for a Facility will be determined by your credit score. Your credit score will be assessed based on various matters including the information obtained from your use of Airtel Services and the Airtel Money Service and repayment history on your existing Kamilisha Limit.

Your Kamilisha Limit and our continued approval of your Requests for a Facility will be determined by your credit score. Your credit score will be assessed based on various parameters including the information obtained from your use of Airtel phone Services, Airtel Money Service, the Kamilisha loan repayment history and that of other lenders through the Credit Reference bureaus.

9. REPAYING THE FACILITY

- 9.1 Provided that no event of default (as outlined in this Agreement) has occurred it is agreed that the Facility shall be available on an ongoing/continuous basis for a period of Thirty (30) days from the first date of utilization of the Facility (The Facility Term).
- 9.2 After the expiry of the Facility Term, we reserve the sole discretion to renew or extend the Facility Term. Subject to our periodic review of your limit as set out in Clause 7, you acknowledge that the renewal or extension will be under the existing terms and conditions. You will be notified of each instance of renewal or extension of the Facility Term.
- 9.3 You must repay your outstanding Facility, Fees, and Interest by accessing the repayment menu on Airtel Money USSD. You are responsible to ensure your outstanding Facility, Fees and Interest are repaid on or before the Thirty (30) day from your first facility drawdown.
- 9.4 We may terminate our relationship with you and suspend your access to the Service if you fail to repay the Facility in full together with any outstanding Fees within the Facility Term.
- 9.5 You may make multiple repayments during your Thirty (30) day facility term until your Facility, Fees and Interest are repaid in full.
- 9.6 Any funds repaid from your Airtel Money Account shall be applied towards Repayment of the amount due in the following order of priority:
 - 9.5.1. First in repayment of all Fees and Interest.
 - 9.5.2. Secondly towards repayment of the Facility.
- 9.7 You irrevocably instruct us to automatically recover the outstanding facility amount inclusive of fees where applicable from your Airtel Money Account after due date. In order to affect this, we shall automatically debit the amount due from the credits deposited or received into your Airtel Money Account at any time until the Facility is fully repaid.

10. EVENTS OF DEFAULT

An event of default occurs:

- 10.1 Where any Facility is due and unpaid for Thirty (30) days or more, or
- 10.2 If any representations or statements or particulars made by you are found to be incorrect; or
- 10.3 If you commit any breach or fail to observe, keep, or perform any of the terms, conditions covenants or provisions of any other agreement between us and yourself in respect of the Facility; or
- 10.4 If there is reasonable apprehension that you are unable to pay your debts, or we receive any notice that you have admitted any inability to pay your debts as they become due; or
- 10.5 If you are convicted under any criminal law in force related to use of the services or any other related services; or
- 10.6 If any judgement or decree in any legal proceedings is passed against you which is not satisfied within seven (7) days of demand, or
- 10.7 If a Garnishee or Attachment Order or a lien created against any of your deposits with us or assets maintained by you is made.
- 10.8 If you commit any breach or fail to observe, keep or perform any of the terms, conditions covenants or provisions of any other agreement between us and yourself in respect of the Facility; or

11. CONSEQUENCES OF DEFAULT:

- 11.1 At any time after an Event of Default has occurred which is continuing, we may, without prejudice to any other right or remedy granted to us under any law:
 - 11.1.1. terminate the Services in accordance with clause 23 below;
 - 11.1.2. declare that the Facility (inclusive all fees and charges) and all other amounts outstanding under these Terms and Conditions is immediately due and payable, whereupon you shall be required to settle the Facility with immediate effect; and
 - 11.1.3. submit information concerning the Event of Default to Credit Reference Bureaus as required under the Banking Act or any other regulatory body.
 - 11.1.4. take reasonable measures including engaging an independent debt-collection agency, to recover the amount in default.

12. USING THE FACILITY

- 12.1 You may only utilize your Facility to complete the following transactions on Airtel Money via USSD and any other channel which may be added in future (hereinafter "Permitted Transactions") to the extent that funds available on your Airtel Money Account would otherwise be inadequate to complete payment for the Permitted Transaction:
 - 12.1.1. to send money to registered Airtel Money customers;
 - 12.1.2. To make payments via Merchant Transactions "Lipia Bili" transactions. We may from time to time add or withdraw the Permitted Transactions;
 - 12.1.3. To purchase Airtime on your Airtel SIM;
 - 12.1.4. To purchase Bundles on your Airtel SIM
 - 12.1.5. To send money to a registered user on another telco network "Tuma kwa mtandao mwingine".
- 12.2 Your Facility will be applied strictly for completion of Permitted Transactions.

- 12.3 You accept that completion of the Permitted Transactions and all matters arising from or related to completion of the Permitted Transactions shall be strictly governed by the terms and conditions for the Airtel Money Service.
- 12.4 We reserve the right to vary the Fees payable thereon from time to time having regard to the prevailing rules and regulations and our policies provided that increase of fees and charges will be affected thirty (30) days after issuance of a notice of the intended increment.

13. SECURITY RIGHTS

You agree not to terminate or cancel registration of your Airtel mobile phone number (MSISDN) when you have any Outstanding Amounts

STATEMENTS

- 13.1 We shall from time to time, through Airtel and at your Request, provide you with statement(s) or activity report(s) in respect of your Airtel Money Account on your Equipment through the USSD (“the Mini Statement”). You may also from time-to-time request Airtel for statement(s) or activity reports in respect of your Airtel Money Account through the same channels.
- 13.2 The Mini Statement will provide details of your last five (5) transactions on the Service or such other number of transactions as we may determine.
- 13.3 The Mini Statement will not be sent to you in printed form but will be delivered to you either by SMS to the Airtel mobile phone number (MSISDN) associated with your Airtel Money Account or such other electronic means as we may determine. You shall be responsible for the payment of any charges associated with delivery of the Mini Statement to you.
- 13.4 You may obtain your full statement or the Mini Statement in printed form from your nearest Airtel Shop. You shall be responsible for payment of any charges payable for such printed statements.
- 13.5 The full statement and or Mini Statement will show all transactions conducted on your Airtel Money Account during the period requested and or since the previous statement. You must check your statement carefully and inform us as soon as possible, of any errors or anomalies or transactions not made in accordance with your instructions.
- 13.6 You will be deemed to have accepted all entries in your Statement if you do not raise queries or objections on the entries therein within fifteen (15) calendar days from the statement date.
- 13.7 Save for a manifest error, the full statement and or Mini Statement issued to you aforesaid in respect of your Airtel Money Account shall be conclusive evidence of the transactions carried out on your Airtel Money Account for the period covered in the Mini Statement and or full statement.
- 13.8 We reserve the right to rectify discrepancies, add and or alter the entries in your full statements or Mini Statement, without prior notice to you. We will however inform you of any rectification, additions and or alterations effected on your statements within seven (7) days before the changes are affected.
- 13.9 You will be notified of all transactions on your Airtel Money Account by way of SMS.

14. LOSS OF EQUIPMENT AND UNAUTHORIZED TRANSACTIONS

- 14.1 If you lose your Equipment or you for any reason you believe that an unauthorized person may have accessed your PIN, you shall immediately notify the Airtel Customer Care Centre at 100 for assistance.
- 14.2 Until and unless we receive your notice of loss or unauthorized access of the PIN as above, we shall remain authorized to accept any Requests on your Airtel Money Account using your PIN.
- 14.3 You shall give us and any person acting on our behalf all necessary assistance in any investigations, all information as to the circumstances of the loss or possible misuse of your Equipment or PIN to enable us to take all reasonable steps mitigate the loss incurred or likely to be incurred as a result of loss of the Equipment or misuse or unauthorized access to your PIN.
- 14.4 You consent to the disclosure by us to third parties of such information as is relevant concerning your Airtel Money Account in connection with such loss of your Equipment or possible misuse or unauthorized access of your PIN.

15. CUSTOMER COMPLAINTS

- 15.1 Complaints shall be made by calling 100 or by visiting any Airtel Shop.

- 15.2 We will take all reasonable measures within our means to resolve your complaints in accordance with the Airtel Money Terms and Conditions. We will manage all complaints in accordance with our complaints handling procedures, which are available on request from any Airtel Shop or the Airtel Customer Care Centre at 100. Where a notification regarding your complaint or any other matter is expected from us but not received, you are entitled to follow up on the complaint within a reasonable time after non-receipt of such notification.

16. FEES, CHARGES AND EXPENSES

- 16.1 You are responsible for the payment of all applicable Fees and Interest Rates for the use of the Service. The Fees payable under this Service will be published in information pamphlets, daily newspapers, cash merchant outlets and on the I&M Bank and Airtel websites. Airtel's Customer Care team will be on hand to assist you with the Fee and Interest schedule if you are uncertain about the applicable Fee and Interest Rates.
- 16.2 All Fees and Interest charges are deducted at source and are subject to change at any time at our sole discretion.
- 16.3 Fees payable under the facility will be deducted from your Airtel Money Account when you make a manual repayment through the Airtel USSD system or any other channel which may be added in future.
- 16.4 You hereby agree to pay all Transaction Fees for repayment on your outstanding Facility, Fees, and Interest charges.
- 16.5 We shall, at the time when you make any Request on the Service notify you of the applicable Fees and Interest Rates to afford you an opportunity to confirm your knowledge and acceptance of them.
- 16.6 We shall provide a detailed breakdown of the Fees and Interest incurred in the full statement and Mini statement.
- 16.7 Fees relating to your use of the Airtel Money Service shall be strictly in accordance with the prevailing terms and conditions for Airtel Money Service.

17. TAXES

All repayments are inclusive any taxes payable by you. You hereby irrevocably grant us permission to revise the Fees upon any changes to taxes applicable.

18. YOUR PERSONAL INFORMATION

- 18.1 You hereby expressly consent and authorize us to disclose, receive, record, or utilize your personal information or information or data relating to your Airtel Money Account with respect to the Facilities granted under the Service and any details of your use of the Services:
- 19.1.1. to and from our service providers, dealers, agents, or any other company that may be or become - our affiliate or subsidiary or holding company for reasonable commercial purposes relating to the Services;
 - 19.1.2. to a Credit Reference Bureau;
 - 19.1.3. to independent debt-collection agencies;
 - 19.1.4. to our lawyers, auditors, or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
 - 19.1.5. for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
 - 19.1.6. in business practices including but not limited to quality control, training and ensuring effective systems operation.

- 18.2 You authorize us to disclose any information relating to your Airtel Money Account to any local, foreign, or international law enforcement or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of any country and as we may deem necessary.
- 18.3 You authorize us to disclose, respond, advise, exchange, and communicate the details or information pertaining to your Airtel Money Account and or your Facility to third parties involved in the administration of your Airtel Money Account and Facilities, underwriting of insurance policies, updating of databases, or provision of user support.
- 18.4 You shall notify your nearest Airtel Shop in writing of any changes to your Personal information or update the same through the Equipment on USSD including but not restricted to your name and address. Until such notice is received, your Personal information shall be deemed to be that which you provided in your application to register for the Service.

19. YOUR EQUIPMENT AND RESPONSIBILITIES

- 19.1 You shall at your own expense provide and maintain in safe and efficient operating order such Equipment necessary for the purpose of accessing the Services. You shall be responsible for ensuring the proper performance of your Equipment. We shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall we be responsible for any computer virus or related problems that may be associated with your access and use of the Services and Equipment. You shall be responsible for charges due to any service provider providing you with connection to the Network and we shall not be responsible for losses or delays caused by any such service provider.
- 19.2 You shall follow all instructions, procedures and these terms and conditions and any other documents we may provide you concerning access and use of the Services and Equipment.
- 19.3 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your PIN secret and secure. You shall ensure that your PIN does not become known or come into possession of any unauthorized person. We shall not be liable for any disclosure of your PIN to any third party, and you hereby agree to indemnify and hold us harmless from any loss and damage we may incur as a result of your intentional, negligent or reckless disclosure of the PIN.
- 19.4 You shall take all reasonable precautions to detect any unauthorized use of your Equipment, PIN and or the Services and immediately notify Airtel to enable us to take steps to protect your Airtel Money Account.
- 19.5 You shall immediately inform us through the Customer Care Centre by dialing 100 from you Airtel SIM if:
 - 20.5.1. You have reason to believe that your PIN is or may be known to any person not authorized to know the same and/or has been compromised; or
 - 20.5.2. You have reason to believe that unauthorized use of the Service has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 19.6 You shall always follow the security procedures we notify you from time to time or such other procedures as may be applicable to the Services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your responsibility to keep Personal Information confidential. In particular, you shall ensure that the Services are not used, or Requests are not issued, or the relevant functions are not performed by anyone other than a person authorized by you.

20. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the Service (and any amendments, upgrades, or enhancements thereto from time to time) and all associated documentation that we provide to you are vested either in Airtel or I&M Bank. You shall not infringe any such intellectual property rights.

You shall not duplicate, reproduce or in any way tamper with any documentation or functionality on the Equipment and USSD without I&M Bank and Airtel's prior written consent.

21. INDEMNITY

- 21.1 In consideration of the Bank complying with your instructions or Requests in relation the Airtel Money Account, you undertake to indemnify us and hold us harmless against any loss, charge, damage, expense, fee or claim which - we may suffer or incur or sustain thereby and you absolve us from all liability for loss or damage which you may sustain from us acting on your instructions or requests or in accordance with these Terms and Conditions.
- 21.2 The indemnity in clause 22.1 shall also cover All demands, claims, actions, losses and damages of whatever nature which may be brought against any of us or which we may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the our control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by us.
- 21.3 The Indemnity in Clause 22.1 shall also cover any loss or damage that may arise from your use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs, any unauthorized access to your Airtel Money Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment, any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by us as a consequence of any breach by these Terms and Conditions by you.

22. VARIATION AND TERMINATION OF RELATIONSHIP

- 22.1 We may at any time, upon notice to you, terminate or vary our business relationship with you and suspend or discontinue your registration and or access to the Service:
- 23.1.1. if you use the Service or Facility for unauthorized purposes or where we detect any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
 - 23.1.2. if your Airtel Money Account or agreement with Airtel is terminated for whatever reason;
 - 23.1.3. if we are required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator, or other competent authority to that effect or necessitating it;
 - 23.1.4. if we reasonably suspect or believe that you are in breach of these terms and conditions (including nonpayment of any amount due from you where applicable);
 - 23.1.5. where such a suspension or variation is necessary because of technical problems or for reasons of your safety or public access fees;
 - 23.1.6. to facilitate update or upgrade the contents or functionality of the Services from time to time;
 - 23.1.7. where your Airtel Money Account becomes inactive or dormant or is deemed abandoned.
 - 23.1.8. if we decide to suspend or cease provision of the Services for commercial reasons or for any other reason as we may determine.

- 22.2 You may cancel registration for the Service at any time through your Equipment or at your nearest Airtel Shop. You may however not cancel registration if you have an outstanding and unpaid Facility, Overdue Amount or unpaid Fees and Interest.
- 22.3 Termination shall not affect any accrued rights and liabilities of either party and shall not affect your obligations to meet any liabilities incurred prior to such termination.

23. BREACH OF TERMS AND CONDITIONS

In the event of any breach of these terms and conditions, we may in circumstances where you fail to comply or fail procure compliance with the terms of a notice consequently served on you, require immediate repayment in full of the Facility and/or forthwith terminate the contractual relationship with you without any consequential liability to you or any other person.

24. DISPUTE RESOLUTION, JURISDICTION, AND ARBITRATION

- 24.1 You may contact the Airtel Customer Care Center to report any disputes, claims or discrepancies in your Airtel Money Account.
- 24.2 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Tanzania.

25. DEATH OR BANKRUPTCY

On your death or bankruptcy, your obligations shall remain in full force and effect until such a time as they shall be duly satisfied.

26. NOTICES

Without prejudice to any other clause in these terms and conditions, all notices concerning the Service may be sent via SMS to the Airtel mobile phone number (MSISDN) associated with your Airtel Money Account and shall be deemed received even if we do not receive a delivery failure notice.

27. MISCELLANEOUS

- 27.1 These terms and conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal representatives and successors.
- 27.2 This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 27.3 We may vary or amend these terms and conditions and bank tariffs at any time and without consultation to you provided that the Bank shall upon reasonable notice, inform you of any such variations or amendments in advance of their intended commencement date and such notice and particulars of the variations including the amended version of these terms and conditions shall be published on the I&M Bank and Airtel websites and may, additionally, be published in posters or pamphlets and availed at Airtel Shops, I&M Bank branches or in the daily newspapers or by any other means as we may determine.
- 27.4 No failure or delay by either yourself or on our part in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 27.5 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 27.6 If any provision of these terms and conditions shall be found by any duly appointed arbitrator, court, or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.
- 27.7 Any variations or amendments to these terms and conditions shall be binding upon you as fully as if the same were contained in these terms and conditions.
- 27.8 Your contractual relationship with us is governed in all respects by the Laws of Tanzania and the parties submit to the exclusive jurisdiction of the Tanzania courts.