

## 1. THE AGREEMENT AND APPLICABILITY

1.1. 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Conditions Of Use" or as shall be used interchangeably) which shall be applicable to the VIKOBA Account (as hereinafter defined) opened by you (as hereinafter defined) with the us(as hereinafter defined).

1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

1.3. AIRTEL MONEY Limited in partnership with TCB Bank have introduced a new mechanism to save money, access loans and share earnings to groups like family and friends, along with different groups with the intention of saving money and give each other loans. This service is called VIKOBA, VIKOBA is a new digital form of saving that provides security of the groups' money, transparency and simplicity for members to contribute from anywhere through Airtel Money

1.3.1. VIKOBA has been designed to resolve current challenges faced by groups with cash based mechanism like safely collecting contributions from group members, giving out loans and share earnings. VIKOBA is another milestone to take Tanzania into the Digital economy as it eliminates the necessity to carry cash in regards to group activities.

1.4. These Terms and Conditions shall apply and bind to all Airtel Money Customers and Airtel Money Customer who uses the VIKOBA Service (as defined herein). Any amendments or variations made to these Terms and Conditions shall take effect on their date of publication or as otherwise provided in such amendment or variation and shall be posted on the Website and or notified via SMS and or Social media; for non Airtel Money customer, Group leaders are as well responsible to notify their members in case of any amendment as specified on 2.1.3 below

1.4.1. You confirm to have read and understand these Conditions of Use, and any schedule/annexure in conjunction with Bank General Terms & Conditions, Airtel Money Consumer Terms and Conditions and GSM Consumer Terms and Conditions that shall form part of these Terms and Conditions.

## 2. DEFINITIONS

2.1. In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:

2.1.1. "VIKOBA Group Account" means an account held by a Customer with us and which is opened and operated in accordance with the Conditions of Use herein contained;

2.1.2. "Bank" means TCB Bank PLC incorporated in Tanzania as a limited liability company under the Companies Act 2002 and duly licensed as a bank under the Banking and Financial Institutions Act 2006;

2.1.3. "Conditions of Use" means these Terms & Conditions; including any amendments and any or all annexure,schedules, exhibits, appendices attached to it or incorporated by reference from time to time.

2.1.4. "Credit Reference Bureau" means a credit reference bureau duly licensed under the Bank of Tanzania Act pursuant to the Bank of Tanzania (Credit Reference Bureau) Regulation 2012 to inter alia, collect and facilitate the sharing of customer credit information;

2.1.5. "Customer" means the person belonging in a group in whose name the VIKOBA Account with us is existing;

2.1.6. "Customer Care Centre" means any Airtel Retail Shops or such other retail outlets or outlets as may be notified to the Customer by us from time to time;

2.1.7. "E-Money" means the electronic monetary value depicted in your Airtel Money Account representing an equal amount of cash;

2.1.8. "Equipment" includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network;

2.1.9. "MiddleWare" or "IPG"" eKYC" means a system set up and maintained by Airtel Money Tanzania Limited that allows for customer information to be shared securely across authorized third party (means all other company who associate to action on customer request at this context mainly refer to VIKOBA platform managed by OUR) systems.

2.1.10. "VIKOBAs Menu" means the VIKOBA Menu on the Airtel Money System;

2.1.11. "Airtel Money Account" means your mobile money store of value, being the record maintained by Airtel Money Tanzania Limited of the amount of E-Money from time to time held by you in the Airtel Money System;

2.1.12. "Airtel Money Service" means the money transfer and payments service provided by Airtel through the Airtel Money System;

2.1.13. "Airtel Money System" means the system operated by Airtel Money Tanzania Limited in Tanzania for the provision of the Airtel Money Service using the Network;

2.1.14. "Airtel Money PIN" means your personal identification number being the secret code used to access and operate the Airtel Money System and your VIKOBA Account;

2.1.15. "Airtel Money Subscriber" means any person registered to use the Airtel Money System to send, receive money or make payments;

2.1.16. "Network" means the mobile cellular network operated by Airtel in Tanzania;

2.1.17. "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;

2.1.18. "Airtel" means Airtel Tanzania PLC incorporated in Tanzania as a public limited liability company under the Companies Act (Cap 486 of the Laws of Tanzania);

2.1.19. "Services" shall include any form of banking services or products that the we may offer you pursuant to this Agreement and as you may from time to time subscribe to and "Service" shall be construed accordingly;

2.1.20. "SIM Card" means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the Airtel Money System;

2.1.21. "SMS" means a short message service consisting of a text message transmitted from one mobile phone to another or from the system to a mobile phone;

2.1.22. "System" means the electronic banking and communications software enabling the Customer to communicate with us for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the Airtel Money System;

2.1.23. "Transaction Fees" includes fees and charges payable for the use of the Services as published by us on the Bank's website and/or Airtel's website and/or the daily newspapers in Tanzania or by such other means as the Bank or Airtel Money shall in its sole discretion determine. Transaction Fees are subject to change at any time at the Bank's or Airtel Money sole discretion, this means there could be a Airtel Money and or Banks Charges;

2.1.24. "Reversal" means the act of reversing fund via Airtel Money Web that were either wrongly credited or debited in to VIKOBA ACCOUNT;

2.1.25. "We," "our," and "us," means the Bank and Airtel Money and, where the contents so permits, includes the successors and assigns of the Bank and Airtel Money;

2.1.26. "You" or "your" means the Customer and includes the personal representatives of the Customer;

2.1.27. "Chairperson" means the customer who sets up the group, also group member who authorizes withdraw from VIKOBA group account to Customer VIKOBA account, sets the Group secretary and Group Treasurer.

2.1.28. "Secretary" means group member who initiates the transfer transaction from the VIKOBA account to members VIKOBA Account.

2.1.29. "Treasurer" means group member who verifies the transfer of transaction from VIKOBA account to members Airtel Money Account

2.1.30. "Force Majeure" means anything outside the reasonable control of a Party including pandemic, an act of war or terrorism, the mobilization of armed forces, civil commotion or riot, natural disaster, industrial action or labor disturbance (excluding industrial action by employees of the Party or its subcontractors), currency restriction, embargo, or a failure of a public utility or telecommunications carrier or system failure/outage, interruption in the processing of the transaction, or delays resulting from circumstance beyond our reasonable control (include power failure and delays in communication with supplier point of sale, internet or other system include your device failure).

2.1.31. "Unregistered Customer" means the recipient or sender of E-Money who is unregistered Customer from another network service provider

2.2. The word “Customer” shall include both the masculine and the feminine gender as well as juristic persons;

2.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.4. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

### 3. ACCEPTANCE OF THE TERMS AND CONDITIONS

3.1. Before applying to open the VIKOBA Account via the Airtel Money System you should carefully read and understand these Conditions of Use which will govern the use and operation of the VIKOBA Account.

3.2. If you do not agree with these Conditions of Use, please click “Decline” on the VIKOBA Menu.

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 VIKOBA Menu requesting you to confirm that you have read, understood and agreed to abide with these Conditions of Use; and/or

3.3.2. By using or continuing to use and operate the VIKOBA Account.

3.4. By applying to open the VIKOBA Account with the us, you agree to comply with and be bound by these Conditions of Use for the time being and from time to time in force governing the operation of the VIKOBA Account and you affirm that these Conditions of Use herein are without prejudice to any right that we may have with respect to the VIKOBA Account in law or otherwise.

3.5. These Conditions of Use may be amended or varied by us from time to time and the continued use of your VIKOBA Account constitutes your agreement to be bound by the terms of any such amendment or variation.

3.6. You acknowledge and accept that we offer the VIKOBA Account only electronically and you agree to do business with us and to operate the VIKOBA Account only by electronic means via the VIKOBA Menu on the VIKOBA System. Any query and complaint you may have relating to the Services shall be addressed to us through the Customer Care Centre. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to the VIKOBA Account at any branch or branches of the Bank or Airtel Money unless otherwise advised by the us in our sole discretion. You further acknowledge and accept that the Customer Care Centre is not a branch of the Bank or the Bank’s Agent for purposes of conducting banking business or transactions and that it will not act as such.

### 4. ACCOUNT OPENING

4.1. In order to open a VIKOBA Account with the us, all group members must be at least 18 years old and a registered and active Airtel Money Subscriber. The Bank reserves the right to verify with Airtel Money the authenticity and status of members Airtel Money Account.

4.2. You may open VIKOBA Account solely by way of an electronic application made by you using your Equipment via the VIKOBA Menu on the Airtel Money System.

4.3. You hereby agree and authorize the Bank to request Airtel Money for your personal information held by Airtel Money Limited pursuant to the agreement between you and Airtel Money for the provision of Airtel Money's products and services and Airtel Money Service including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Bank to identify you and comply with the regulatory "Know Your Customer" (Anti Money Laundering) requirements (together the "Personal Information"). You also hereby agree and authorize the Bank to request Airtel Money for information relating to your use of the Airtel Money Service and Airtel Money System as the Bank shall require for purposes of providing you the Services ("Airtel Money Information"). You hereby consent to the disclosure of the Personal Information and the Airtel Money Information by Airtel Money to the Bank and to the aforesaid use of the Personal Information and the Airtel Money Information by the Bank.

4.4. You hereby agree and authorize the Bank to obtain and procure your Personal Information contained in any system (include but not limited to Middleware, IPG, eKYC etc.) from Airtel Money and you further agree and consent to the disclosure and provision of such Personal Information by Airtel Money Limited.

4.5. You hereby further acknowledge and authorize the Bank to verify your Personal Information received from Airtel Money pursuant to Clause 4.3 against the information received from Airtel Money as contained in MiddleWare/IPG, eKYC.

4.6. We reserve the right to request for further information from you pertaining to your application for a VIKOBA Account at any time. Failure to provide such information within the time required by us may result in declining to accept your application for a VIKOBA Account.

4.7. Acceptance by us of your application for a VIKOBA Account, shall be done via SMS sent to the Airtel Mobile Phone Number associated with your Airtel Money Account. You acknowledge and accept that the acceptance by us of your application for a Airtel Money Account creates a contractual relationship between you and us beyond the terms and conditions that apply to your Airtel Money Account from time to time.

4.8. We reserve the right to decline your application for an VIKOBA Account or to revoke the same at any stage at our sole discretion subject to assigning reason there to.

## 5. TYPE OF ACCOUNT

As a holder of an VIKOBA Account, you will be entitled, subject to these Conditions of Use, to operate an VIKOBA deposit account (hereinafter the "VIKOBA Saving Account") into which you may transfer money from your VIKOBA Account and/or make withdrawals therefrom into your Airtel Money Account from the Bank as follows:

### 5.1. VIKOBA Savings Family/Friends

5.1.1. As a group member of the VIKOBA Account, you may make deposits into VIKOBA Saving Account using the VIKOBA Menu on your Equipment. The transaction fees payable to Airtel Money for transactions effected in respect of your Airtel Money Account from time to time will apply to any transactions effected in respect of your VIKOBA Account using the Airtel Money System.

5.1.2. Interest shall be paid on the VIKOBA Saving Account at periodic intervals as determined by us and/or upon respective maturity dates of such deposits at such rate as may be determined by us.

5.1.3. Moving out the money from the group account will follow defined approval process of members of the group.

## 5.2. VIKOBA VICOBA/VSLA

5.2.1. As a holder of the VIKOBA Account, you may, subject to these Conditions of Use, apply for a loan from the Bank using the VIKOBA Menu on your Equipment.

5.2.2. Group administrator will set share price of the group.

5.2.3. Group administrator will set loan interest rate for loans given from their group account, and loan duration.

5.2.4. The proceeds of the Loan shall be credited into group member Airtel Money Account subject to any deductions on account of applicable Transaction Fees.

5.2.5. The group member can save social fund (i.e. funds that Groups Members set aside for social activities being e.g: Weddings, Events, Emergencies etc) as per the member's discretion.

5.2.6. Disbursement (i.e. is the process of moving funds from the Social Fund account to a member account) of social fund to a group member is subject to any deductions on account of applicable Transaction Fees

5.2.7. A member can be subjected to penalty as per group member's decision. A designated member has the access to set penalty (i.e. These are set of Charges that Group Members sets for their Members when they breach their agreed Code of conduct. Eg. Coming late to meetings, Late Repayment of Loans. Penalties shall be pre-defined by the group and each group shall have its own way of operating. Penalty will be deducted first upon every contribution.

## 6. FEES

6.1. You hereby agree to pay all Transaction Fees payable in connection with your use of the Services.

6.2. You shall pay to us and we shall be entitled to deduct from your VIKOBA Account (without reference to you):

6.2.1. Any Transaction Fees payable in respect of the Services;

6.2.2. Any legal charges including advocate and client costs incurred by us in obtaining legal advice in connection with your VIKOBA Account and your dealings with us or incurred by us in any legal, arbitration or other proceedings arising out of any dealings in respect of your VIKOBA Account;

6.2.3. All other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your Requests.

6.3. You hereby agree to pay costs charges and expenses incurred by us in obtaining or attempting to obtain payment of any loan owed under your VIKOBA Loan Account.

## 7. STATEMENTS

7.1. You may request for a statement or activity report in respect of your VIKOBA Account from us using your Equipment ("VIKOB Mini Statement").

7.2. A VIKOBA Mini Statement shall provide details of the last 5 (five) transactions (or such other number of transactions as determined by us) in your VIKOBA Account initiated from your Equipment.

7.3. VIKOBA Mini Statement shall not be sent to you in printed form but shall be delivered to you either by SMS to the Airtel Mobile Phone Number associated with your Airtel Money Account or such other electronic means as we may in our discretion determine. You shall be responsible for the payment of any charges levied by us in delivering the VIKOBA Mini Statement to you.

7.4. You may obtain printed VIKOBA Mini Statements or a printed bank statement pertaining to your VIKOBA Account from the Customer Care Centre. You shall be responsible for the payment of any charges levied by the Customer Care Centre for such printed statements.

7.5. Save for a manifest error, an VIKOBA Mini Statement or bank statement issued to you as aforesaid in respect of your VIKOBA Account shall be conclusive evidence of the transactions carried out on your VIKOBA Account for the period covered in the VIKOBA Mini Statement and/or bank statement.

## 8. IRREVOCABLE AUTHORITY

8.1. You hereby irrevocably authorize us to act on all Requests received from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.

8.2. If you request us to cancel any transaction or instruction after a Request has been received by us from you, we may at our absolute discretion cancel such transaction or instruction but shall have no obligation to do so.

8.3. We shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in our absolute discretion, we believe that we can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.

8.4. We are authorized to effect such orders in respect of your VIKOBA Account as may be required by any court order or competent authority or agency under the applicable laws.

8.5. In the event of any conflict between any terms of any Request received by us from you, then these Conditions of Use shall prevail.

## 9. CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES.

9.1. You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the System and the Services.

9.2. 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 the use of the System, the Services and the 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.

9.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Bank and or Airtel Money concerning the use of the System and Services.

9.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your

Equipment and for keeping your Airtel Money PIN secret and secure. You shall ensure that your Airtel Money PIN does not become known or come into possession of any unauthorized person. We shall not be liable for any disclosure of your Airtel Money PIN to any third party and you hereby agree to indemnify and hold us harmless from any losses resulting from any Airtel Money PIN disclosure.

9.5. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from us are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.

9.6. You shall immediately inform us through the Customer Care Centre in the event that:

9.6.1. You have reason to believe that your Airtel Money PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or

9.6.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.

9.7. You shall at all times follow the security procedures notified to you by us 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 VIKOBA Account's confidentiality. 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 to do so.

9.8. You shall not at any time operate or use the Services in any manner that may be prejudicial to us.

9.9. You shall at any time be responsible for any transaction made to and or from your Accounts, and you guarantee you are aware that VIKOBA transactions are not reversible.



9.10. The transfer (i.e. saving) or receiving of E-money to/from VIKOBA for the sake of Unregistered Customer (e.g. Customer from other network through interoperability) by sending Transfer/receiving Instructions to/from Airtel Money to the account of VIKOBA, specifying the amount to be transferred; for the circumstance of saving or withdrawal or loan receiving or loan repayment as requestor's (Unregistered Customer) instruction from another network provider.

## 10. EXCLUSION OF LIABILITY

10.1. We shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within our control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

10.2. We will not be liable for any losses or damage suffered by you as a result of or in connection with: -

10.2.1. Unavailability of sufficient funds in your Airtel Money Account and/or in your VIKOBA Account;

10.2.2. Failure, malfunction, interruption or unavailability of the Airtel Money System and/or Airtel Money service, your Equipment and the Network;

10.2.3. The money in your VIKOBA Account being subject to legal process or other encumbrance restricting payments or transfers thereof;

10.2.4. Your failure to give proper or complete instructions for payments or transfers relating to your VIKOBA Account;

10.2.5. Any fraudulent or illegal use of the Airtel Money Services, Airtel Money System and/or your Equipment; or

10.2.6. Your failure to comply with these Conditions of Use and any document or information provided by the Bank and or Airtel Money Limited concerning the use of the System and the Services.

10.3. If for any reason other than a reason mentioned in subparagraphs 10.1 or 10.2, the Services are interfered with or unavailable, our sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.

10.4. Save as provided in subparagraph 10.3 we shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.

10.5. Under no circumstances shall we be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to us.

10.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

## 11. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that we provide to you through the System or otherwise are vested either in the Bank, Airtel Money or in other persons from whom we have a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without our prior written consent.

## 12. INDEMNITY

12.1. In consideration of us complying with your instructions or Requests in relation the VIKOBA 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 Conditions of Use.

12.2. The indemnity in clause 12.1 shall also cover the following:

12.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against us or which we may suffer or incur arising from us 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 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.

12.2.2. 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.

12.2.3. Any unauthorized access to your VIKOBA 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.

12.2.4. Any loss or damage occasioned by the failure by you to adhere to these Conditions of Use 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 of these Conditions of Use.

12.2.5. Any damages and costs payable to us in respect of any claims against us for recompense for loss where the particular circumstance is within your control.

### 13. VARIATION AND TERMINATION OF RELATIONSHIP.

13.1. We may at any time, upon notice to you, terminate or vary our business relationship with you and close your VIKOBA Account and in particular but without prejudice to the generality of the foregoing. We may cancel credits which we have granted and require the repayment of outstanding debts resulting therefrom within such time as we may determine. Furthermore, you are advised to read, understand and follow the GSM or mobile Financial service general terms and condition as may result to termination of service subject to notifying you, though you will be obligated to pay your outstanding debts

13.2. Without prejudice to our rights under clause 13.1 we may at our sole discretion subject to notifying you, suspend or close your Airtel Money Account:

13.2.1. If you use the VIKOBA Account for unauthorized purposes or where we detect any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;

13.2.2. If your Airtel Money Account or agreement with Airtel or Airtel Money is terminated for whatever reason;

13.2.3. 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;

13.2.4. If we reasonably suspect or believe that you are in breach of these Conditions of Use (including non-payment of any Loan amount due from you where applicable);

13.2.5. Where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;

13.2.6. To facilitate update or upgrade the contents or functionality of the Services from time to time;

13.2.7. Where you remain inactive for any period of time determined by us in our reasonable discretion or any statutory requirements; or

13.2.8. If we decide to suspend or cease the provision of the Services for commercial reasons or for any other reason as we may determine in our absolute discretion.

13.3. You may close your VIKOBA Account at any time at any Customer Care Centre.

13.4. If your VIKOBA Account has any credit balance at the time of its closure, we will return any such balance to you, less any applicable fees. If your VIKOBA Loan Account is in arrears at the time of closure of your VIKOBA Account, you agree to pay to immediately all amounts you owe to us.

13.5. Termination shall however not affect any accrued rights and liabilities of either party.

13.6. If we receive notice of your demise, we will not be obliged to allow any operation or withdrawal from your VIKOBA Account by any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

## 14. DISCLOSURE OF INFORMATION

14.1. You hereby expressly consent and authorize us to disclose, receive, record or utilize your personal information or information or data relating to your VIKOBA Account and any details of your use of the Services:

14.1.1. To and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;

14.1.2. To and from our service providers, dealers, agents or any other company that may be or become our subsidiary or holding company for reasonable commercial purposes relating to the Services;

14.1.3. To a Tanzanian Credit Reference Bureau when needed

14.1.4. To our lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

14.1.5. For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and

14.1.6. In business practices including but not limited to quality control, training and ensuring effective systems operation.

## 15. MISCELLANEOUS

15.1. These Conditions of Use (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.

15.2. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.

15.3. The Bank and or Airtel Money may vary or amend at any time subject to notifying you these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at Airtel Money's Agents outlets, in the daily newspapers, on the Bank and/or Airtel's website and/or by any other means as determined by us and any such variations and amendments shall take effect immediately upon publication or being informed electronically (SMS/Social Media/Airtel Africa App etc.).

15.4. No failure or delay by either yourself or us 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.

15.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

15.6. If any provision of these Conditions of Use 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.

## 16. NOTICE

16.1. Wemay send information concerning the VIKOBA Account via SMS or flash message (USSD push) to the Airtel Mobile Phone number associated with your Airtel Money Account.

16.2. You acknowledge that you have no claim against us for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the

VIKOBA Account.

## 17. DISPUTE RESOLUTION AND JURISDICTION

17.1. You may contact us through our customer care center lines 100 or other customer care contacts provided channels on our social media or Website (i.e. Submit enquires) to report any disputes, claims or discrepancies in the Service.

17.2. Our customer care representatives will handle the reported case(s) in accordance with our standard complaint handling procedures.

17.3. Calls to call center may be recorded for quality assurance or for any business practices including but not limited to quality control, training and ensuring effective systems operations

17.4. To help us serve you better, kindly bring all relevant details relating to your complaint (e. g date & time of the incident, product, details of any person you have spoken to in relation to your complaint etc.).

17.5. The Complaints process is free of charge.

17.5.1. Mobile Money Complaint- If your mobile money related complaint has not been resolved to your satisfaction within 21 days of raising it with Airtel, you have the right to raise your complaint with The Bank of Tanzania in this manner:

17.5.1.1. Step 1: Go to BoT Website: <https://www.bot.go.tz> to get the BOT Complaint Form

17.5.1.2. Step 2: Send the Complaint Form to BoT by any of the following methods:

17.5.1.2.1. By Hand: The Financial Consumer Unit Bank of Tanzania Head Office, 2 Mirambo Street, Dar Es Salaam, ground floor, Middle building.

17.5.1.2.2. By Post: The Financial Consumer Unit Bank of Tanzania P. O. Box 11884 Dar Es Salaam,

17.5.1.2.3. By Fax/ By facsimile: +255 22 2234067

17.5.1.2.4. By phone: +255 22 2233265/ +255 22 2233246

17.5.1.2.5. By Email To the attention of the Head of the Financial Consumer Protection Unit i.e. [complaints@bot.go.tz](mailto:complaints@bot.go.tz)

17.5.1.2.6. By Website (Online) <https://www.bot.go.tz>

17.5.2. Mobile Money Complaint-If your mobile money related complaint has not been resolved to your satisfaction with the determination or Revision of determination by the Bank of Tanzania, the Customer may apply for a judicial review to the Court.

17.5.3. GSM Complaints: - If your complaint has not been resolved to your satisfaction within 30 days of raising it with Airtel, you have the right to raise your complaint with Tanzania Communication Regulatory Authority in this manner:

17.5.3.1. Step 1 Go to TCRA Website: [www.tcra.go.tz](http://www.tcra.go.tz) to get the TCRA Complaint Form

17.5.3.2. Step 2: Send to the TCRA Complaint Form to TCRA by any of the following methods:

17.5.3.2.1. By Hand: The Consumer Affairs Department Tanzania Communication Regulatory Authority Mawasiliano Towers, Plot No 2005/1, block C, Sam Nujoma Road, Dar es Salaam

17.5.3.2.2. By Post: The Consumer Affairs Department Tanzania Communication Regulatory Authority (TCRA) Towers, P. O. Box 474, Dar es Salaam

17.5.3.2.3. TCRA-By Fax: +255 22 2412009/10

17.5.3.2.4. TCRA- By Email: [complaints@tcra.go.tz](mailto:complaints@tcra.go.tz)

17.5.3.2.5. TCRA- By Website (Online): [www.tcra.go.tz](http://www.tcra.go.tz)

17.5.4. GSM Complaints: - If your complaint has not been resolved to your satisfaction by TCRA, you have the right to raise your complaint with Fair Competition Tribunal within 21 days after full determination by TCRA in this manner:

17.5.4.1. Step 1: Go to FCC Website: [www.competition.or.tz](http://www.competition.or.tz) to get the FCC Complaint Form

17.5.4.2. Step 2: Send to the FCC Complaint Form to FCC by any of the following methods:

17.5.4.2.1. By Hand:The Fair Competition Commission, GEPF house 2nd Floor, Plot No 37, Regent Estate Bagamoyo Road, Dar Es Salaam.

17.5.4.2.2. By Post: The Fair Competition Commission (FCC) GEPF House, P. O. Box 7883, DSM, Tanzania

17.5.4.2.3. By Fax: +255 22 2926126

17.5.4.2.4. By Email: [info@competition.or.tz](mailto:info@competition.or.tz)

17.5.4.2.5. By Website (Online): [www.competition.or.tz](http://www.competition.or.tz)

17.6. You may contact the Customer Care Center to report any disputes, claims or Airtel Vikoba Account discrepancies.

17.7. This Conditions of Use shall be governed by and construed in accordance with the laws of the United Republic of Tanzania