

TERMS AND CONDITIONS FOR AZANIA M-PESA LOAN MARKETPLACE PRODUCTS AND SERVICES

1. THE AGREEMENT

- 1.1 This Agreement sets out the complete terms and conditions (hereinafter called “the Terms and Conditions”) which shall be applicable to the M-PESA LOAN MARKET PLACE (as hereinafter defined) requested by you (as hereinafter defined) with the Bank (as hereinafter defined).
- 1.2 These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

2. DEFINITIONS

- 2.1 In these Terms and Conditions, the following words, and expressions (save where the context requires otherwise) bear the following meanings:
- 2.2.1 The “**Bank**” or “**Azania Bank**” means Azania Bank.
- 2.2.2 “**Credit Reference Bureau**” means a credit reference bureau duly licensed under the bank of Tanzania (credit reference bureau) regulations, 2012, as amended, revised, or promulgated from time to time, to inter alia, collect and facilitate the sharing of customer credit information.
- 2.2.3 “**Customer**” means the person in whose name the M-PESA loan marketplace credit facility with the Bank is existing or an M-Pesa Account holder that expresses an interest in loans and/or accepts a Loan Offer via the Loan Marketplace.
- 2.2.4 “**Customer Care Centre**” means any M-PESA Tanzania retail Shops, customer support contact lines or Bank Branch or such other Bank Agent or Agents as may be notified to the Customer by the Bank and M-PESA Tanzania from time to time.
- 2.2.5 “**E-Money**” means the electronic monetary value depicted in your M-PESA Account representing an equal amount of cash.
- 2.2.6 “**Equipment**” includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network.
- 2.2.7 “**Facilitation Fee**” means the fee charged for the M-PESA loan marketplace credit facilities as stated in Table A. Facilitation Fees are subject to change at any time at the Bank’s sole discretion subject to giving you thirty (30) days’ notice (as maybe required by the law) of the proposed change.
- 2.2.8 “**Interest rate**” means the Bank’s interest rate charged for credit facilities or bank credit facilities (including where applicable a variable Margin).
- 2.2.9 “**M-PESA loan marketplace**” means a platform where AZANIA bank may offer credit facilities to M-PESA customers, accessible in accordance with the Terms and Conditions here in contained.

- 2.2.10 **“AZANIA M-PESA Products”** means the other Bank accounts, products or services offered to the Customer to complement the M-PESA customer mobile wallet.
- 2.2.11 **“AZANIA M-PESA Loan Menu”** means the AZANIA M-PESA Loan Menu on the M-PESA System.
- 2.2.12 **“M-PESA Account”** means your mobile money store of value, being the record maintained by Vodacom of the amount of E-Money from time to time held by you in the M-PESA System.
- 2.2.13 **“M-PESA Pin”** means your personal identification number being the secret code used to access and operate the M-PESA System.
- 2.2.14 **“M-PESA Service”** means the money transfer and payments service provided by Vodacom through the M-PESA System.
- 2.2.15 **“M-PESA System”** means the system operated by Vodacom in Tanzania for the provision of the M-PESA Service using the Network.
- 2.2.16 **“M-PESA Subscriber”** means any person registered to use the M-PESA System to send or receive money or make payments.
- 2.2.17 **“Network”** means the mobile cellular network operated by Vodacom.
- 2.2.18 **“Request”** means a request or instruction received by the Bank from you or purportedly from you through the Network and the System and upon which the Bank is authorized to act.
- 2.2.19 M-PESA limited is a limited liability company that will provide an interface for the customer to access products and services that AZANIA Bank will be providing under the consumer loan market place arrangement and will serve as a primary point of contact for the customer.
- 2.2.20 **“Services”** shall include any form of financial services or products that the Bank may offer you pursuant to this Agreement and as you may from time to time subscribe to and “Service” shall be construed accordingly.
- 2.2.21 **“SIM Card”** means the subscriber/ customer’s identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the M-PESA services.
- 2.2.22 **“SMS”** means a short message service consisting of a text message transmitted from one mobile phone to another.
- 2.2.23 **“System”** means the Bank’s electronic banking and communications software enabling the Customer to communicate with the Bank for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the Vodacom Network and systems.
- 2.2.24 Tanzania
- 2.2.25 **“We,” “our,”** and **“us,”** means the Bank and includes the successors and assigns of the Bank.
- 2.2.26 **“You”** or **“your”** means the Customer and includes the personal representatives of the Customer.
- 2.2.27 The word **“Customer”** shall include both the masculine and the feminine gender as well as juristic persons.

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

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1 Before applying to get the loan in the M-PESA loan marketplace platform via the M-PESA System you should carefully read and understand these Terms and conditions which will govern loan application and repayment.
- 3.2 If you do not agree with these Terms and conditions, please click “Decline” on the MPESA Menu.
- 3.3 You will be deemed to have read, understood, and accepted these Terms and Conditions:
Upon clicking on the “Accept” option on the M-PESA Menu requesting you to confirm that you have read, understood, and agreed to abide with these Terms and Conditions; and/or
- 3.4 By applying to get the loan through M-PESA loan market place platform with the Bank, you agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the operation of the AZANIA M-PESA loan marketplace credit products and you affirm that these Terms and Conditions herein are without prejudice to any right that the Bank may have with respect to the AZANIA M-PESA loan marketplace credit products in law or otherwise.
- 3.5 These Terms and Conditions may be amended or varied by the Bank from time to time subject to at least thirty (30) days prior notice to you or as maybe required by laws in Tanzania. The continued use of AZANIA M-PESA loan marketplace credit products and/or the Services after lapse of the said notice period constitutes your agreement to be bound by the terms of any such amendment or variation.

4. YOUR REQUESTS

- 4.1 You hereby irrevocably authorize the Bank to act on all Requests received by the Bank from you (or purportedly from you) through the System and to hold you liable in respect thereof. The Bank may nevertheless refuse to carry out any Requests which would result in there being a loan application or any other service offered on M-PESA Loan marketplace by the bank.
- 4.2 The Bank shall be entitled to accept and to act upon any Request, if the Bank believes that it can correct any incomplete or ambiguous information in the Request without any reference to you being necessary.
- 4.3 The Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that the Request may have been initiated, sent, or otherwise communicated in error or fraudulently, and you shall be bound by any Requests on which the Bank may act if the Bank has in good faith and without negligence acted in the belief that instructions have been sent by you.
- 4.4 The Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of your Request pending further enquiry or further confirmation (whether written or otherwise) from you.

- 4.5 You agree to and shall release from and indemnify the Bank against all claims, losses, damages, costs, and expenses howsoever arising in consequence of, or in any way related to the Bank having acted in accordance with the whole or any part of any of your Requests.
- 4.6 You acknowledge that to the full extent permitted by law the Bank shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity, or any incident on your M-PESA account related to services the bank maybe offering through M-PESA loan marketplace, by the fact of the knowledge and/or use or manipulation of your M-PESA PIN, password, ID or by any other means occasioned by your negligence.
- 4.7 You can only cancel your Request unless stated otherwise by calling the Customer Care Centre or any other available means of communication that is stated by the bank or M-PESA Tanzania and Requesting cancellation. Cancellation will however only be allowed where your Request is revocable and has not yet been acted on. If the Bank decides to cancel your instruction you may be charged for such cancellation.
- 4.8 The Bank may at its own discretion refuse to honor your request related to products or services offered under M-PESA loan marketplace if it is deemed by the bank that you have not met the minimum bank's criteria to be offered such a service.
- 4.9 In the event of any conflict between any terms of any Request received by the Bank from you and these Terms and conditions, these Terms and conditions shall prevail.

5. LIEN

- 5.1 The Bank shall have a general lien over all your property/assets in its possession if you owe any money to the Bank including but not limited to cash, goods, securities, or valuables deposited for safe custody as security, cheques presented, bills and any other assets.
- 5.2 The Bank reserves the right to request for further information from you pertaining to your movable or immovable property charged to secure repayment of any money, whether or not that money has been repaid, and over all property in respect of which, by the general law, the Bank has lien.
- 5.3 Where you are indebted to the Bank in circumstances giving the Bank a right of set off, all property held in your name or to your account by the Bank shall be deemed to be held as security for the debt.
- 5.4 The Bank may at any time give you notice in writing that if an accrued debt is not paid within a period being not less than 14 days (or such other period specified in the notice) from the date of receipt by you of the notice then the Bank may, without further notice, realize sufficient of your assets to discharge the debt. Any part payment made will be accepted strictly on account and without prejudice to the Bank's rights.
- 5.5 You hereby constitute the Bank as your attorney for the purposes of any transaction that requires execution on your behalf in relation to your assets for purposes of discharging the debt.

6. SET-OFF

- 6.1 The Bank may, upon notice, combine/consolidate your M-PESA Account with any of your other accounts held in the Bank, whether current, loan, savings, deposit, term deposit, joint or any other type and thereafter set off any amount held to your credit against any indebtedness you owe to the Bank.
- 6.2 The Bank may, upon notice to you, set off any amount held to your credit on your MPESA Account against any indebtedness you owe to the Bank.
- 6.3 The Bank may, upon notice to you, set off your AZANIA M-PESA Account against any other account or indebtedness in respect of which you are liable, notwithstanding that some other person may also be liable in respect thereof. In such circumstances, upon receipt of an indemnity acceptable to the Bank (against costs) and at your expense, the Bank will give you any assistance necessary in obtaining a refund.
- 6.4 If the set off is for debt recovery, the Bank will provide you with a detailed breakdown of the costs and expenses recovered from you together with a justification for such costs and expenses.

7. STATEMENTS

- 7.1 You may request for a mini statement or activity report in respect of your AZANIA M-PESA loan marketplace products offered by the Bank using the available channels on the platform.
- 7.2 A AZANIA M-PESA loan marketplace Mini Statement shall provide details of the last 4 (four) transactional activities (or such other number of transactional activities as determined by the Bank) related to such services offered to and consumed by you on M-PESA loan marketplace
- 7.3 A AZANIA M-PESA loan marketplace Mini Statement shall not be sent to you in printed form but shall be delivered to you either by SMS to the Vodacom mobile phone number associated with your M-PESA Account or such other electronic means as the Bank may in its discretion determine. You shall be responsible for the payment of any charges levied by Vodacom and/or the Bank in delivering the AZANIA M-PESA Mini Statement to you.
- 7.4 Save for a manifest error, a AZANIA M-PESA loan marketplace Mini Statement issued to you aforesaid in respect of AZANIA loan marketplace products and/or services consumed, shall be conclusive evidence of the related transaction activities carried out on your M-PESA Account for the period covered in the AZANIA M-PESA loan marketplace Mini Statement.
- 7.5 Your statement will show all amounts related to AZANIA loan marketplace added or taken from your M-PESA Account during the period requested and/or since the previous statement. You must check your statement carefully and tell the Bank as soon as possible if it includes any transaction or other entry which appears to you to be wrong or not made in accordance with your instructions.
- 7.6 The Bank reserves the right to rectify discrepancies, add and/or alter the entries in your statements, without prior notice to you. The Bank will

- however inform you of any rectification, additions and or alterations effected on your statements within a reasonable time after the changes are affected.
- 7.7 You will be notified of all transactions related to AZANIA loan marketplace products and services by a way of SMS and charges related to such notifications may be debited from you.

8. CUSTOMER COMPLAINTS

- 8.1 Complaints may be made in person, in writing, by post, fax, email or through Vodacom customer care Centre lines 100 or other customer care contacts provided channels on Vodacom social media or website www.vodacom.co.tz
- 8.2 The Bank will take all measures within its means to resolve your complaints received from M-PESA within a reasonable time. All complaints will be handled in accordance with the Bank's complaints handling procedures, which are available on request from any Bank Branch or the Customer Care Centre. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.
- 8.3 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

9. BANK CHARGES AND EXPENSE INTEREST

- 9.1 The Bank may apply and debit fees, commissions, interests, costs, and other charges in respect of the Bank's products and services provided to you, including but not limited to the following:
- a) Unless otherwise agreed in writing, interest and/or facility fees on loan accounts or any other facility granted, at any rate or rates as the Bank may determine from time to time, but not exceeding the maximum allowed by law if any, of which rate or rates may be different for different products. Such interest will be calculated on daily balances and debited monthly and/or upon maturity. The Bank will notify you within reasonable time prior as maybe required by the governing laws and regulations to effecting any change(s) as regards interest rates. Where a higher rate of interest and/or facility fees has been agreed, the Bank may charge such higher rate on any of your loan products and/or services. Such interest is payable by you notwithstanding the determination of your relationship with the Bank and until you repay the full amount you owe the Bank in full.
 - b) Legal charges: Advocate costs and expenses incurred in any legal matter, or proceedings arising out of or connected with your AZANIA M-PESA loan marketplace products.
 - c) Commissions: Commissions at such rates as the Bank may determine from time to time.
 - d) Other charges and expenses: In addition to the debits authorized by this clause, all other proper expenses and charges including but not limited to ledger fees, postage, cables, telephone calls, taxes, duties,

and impositions. The Bank may also collect from you expenses incurred:

- i. In complying with your requests.
 - ii. In complying with the requests of authorized and accredited Government or other agencies in relation to your account.
 - iii. In maintaining your Account.
 - iv. In collecting or attempting to collect any amount of money you owe the Bank; and Expenses incurred in realizing any security or protecting the subject matter of any security issued to the Bank.
- e) Such penalties as are provided in these Terms and Conditions at any rate or rates as the Bank may determine from time to time. The penalties will be calculated on daily balances and debited monthly. Penalties shall be due and payable notwithstanding the determination of your relationship with the Bank until settlement in full.
- f) The Bank will provide you with a detailed breakdown of the costs, charges and expenses incurred under this clause in the account statements. Please visit your nearest Bank branch for a copy of the complete guide on the Bank's Tariffs. The Tariffs are also available on the Bank's website at <https://azaniabank.co.tz>
- g) The Bank will give you at least thirty (30) days' notice of intention to effect new charges, fees, costs and/or commissions by way of email, SMS, letter and/or notices in the daily newspapers.

10. TAXES

- 10.1 All payments to be made by you in connection with these terms and conditions are calculated without regard to any taxes payable by you. If any taxes are payable in connection with the payment, you must pay the Bank an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.
- 10.2 Amounts in your M-PESA Account may be subject to withholding tax in accordance with applicable Tanzanian, foreign or international laws.
- 10.3 You consent and agree that the Bank may withhold amounts in your AZANIA M-PESA Account or any other of your accounts held with the Bank at any time, if any Tanzanian or foreign tax authority requires the Bank to do so, or whenever the Bank is otherwise required by such law or needs to comply with internal policies or with any applicable order or sanction of such tax authority.

11. AZANIA M-PESA LOANS ON LOAN MARKETPLACE

- 11.1 To qualify for AZANIA credit products and/or services on M-PESA loan marketplace, you must be at least 18 years old, a registered and active M-PESA subscriber for at least six (6) months.
- 11.2 Upon submitting and the Bank receiving your loan request, and at the bank's sole discretion, you will receive a confirmation message bearing your credit limit (the "Credit Limit"). You may thereafter, subject to these terms

and conditions, apply for a Loan using the request loan menu on the M-PESA Menu on your Equipment. Subject to your Credit Limit, you may borrow up to the maximum Credit Limit with one request or make several requests for Loan top-up within the duration of your Loan period until your Credit Limit is reached. You must however ensure that any borrowing made is fully repaid within the selected Loan period. The Bank shall not grant you a new Loan if you have any Loan outstanding at the end of the Loan period but may roll over such unpaid amounts in accordance with these terms and conditions.

- 11.3 The Credit Limit must never under any circumstances be exceeded. Any amounts incurred more than the Credit Limit shall immediately be due and payable whether or not demanded. In calculating whether the Credit Limit has been exceeded, the amount of every transaction but not debited to the AZANIA M-PESA Loan Account shall be taken into account.
- 11.4 As you apply for the Loan, you will be able to select your preferred Loan and Loan repayment period from the M-PESA Menu on your Equipment. The Loan repayment period shall be for the following durations: -
 - i. 30 days.

The Interest rate chargeable, the Facilitation fee and Roll-Over Fee charged for the various repayment periods is as stated in Table A and Table B below.

- 11.5 Your M-PESA loan marketplace loan application will be appraised according to the applicable loan appraisal processes of the Bank. The Bank reserves the right at its sole discretion and without assigning any reason to approve or decline the application.
- 11.6 Acceptance or rejection by the Bank of your application for M-PESA Loan on M-PESA loan marketplace shall be done via SMS sent to the mobile phone number associated with your M-PESA Account. Where your Loan application has been accepted, the SMS shall disclose the approved Loan amount and the Facilitation Fee payable. You must accept the terms and conditions for the approved Loan for the Bank to disburse the Loan.
- 11.7 Subject to approval of your application for a Loan the Bank shall disburse to you a Loan of an amount to be determined by the Bank in its sole discretion subject to a minimum amount of Tanzania Shillings ten thousand (TZS 10,000) and a maximum amount of Tanzania Shillings Five hundred thousand (TZS 500,000) or such other minimum or maximum amount as the Bank may from time to time in its sole discretion determine.
- 11.8 The Bank will directly credit the net loan proceeds into your M-PESA Account with consideration of the associated deductions.
- 11.9 You may only withdraw the Loan from your M-PESA Account.
- 11.10 In consideration of the Bank granting you the Loan, you shall pay the Bank interest and/or a Facilitation Fee as provided in Table A of this terms and conditions.
- 11.11 The interest and/or Facilitation Fee shall be paid by you in arrears and in addition to the Loan.
- 11.12 You shall make all payments due from you to the Bank in respect of the Loan and Transaction Fees through your M-PESA Account.

- 11.13 In the event that you do not repay the Loan including the interest and Facilitation Fee, in full within the agreed repayment period, the Bank may automatically roll over any outstanding amount in respect of the Loan to the next loan repayment period but only up to a maximum roll over period of thirty days **(the “Roll Over Period”)** from the date when the Loan was granted, as provided in Table B.
- 11.14 In consideration of the Bank forbearing to demand the immediate payment of the outstanding amount due in respect of your AZANIA M-PESA Loan and rolling over the same pursuant to these terms and conditions, you shall, in addition to paying the outstanding amount and any outstanding interest and/or Facilitation Fee in respect of the Loan, pay to the Bank a roll-over fee as illustrated in Table B of these terms and conditions to be advised prior to effecting the roll-over of the outstanding amount in respect of the Loan **(the “Roll-Over Fee”)**. In the event that you do not repay the Loan in full within the Roll Over Period, you will be liable to pay a Late Repayment Penalty fee of 10% per annum of any outstanding Loan amount in respect of the Loan in addition to the outstanding Loan amount.
- 11.15 You hereby agree to pay costs charges and expenses incurred by the Bank in obtaining or attempting to obtain payment of any Loan owed under your AZANIA M-PESA Loan Account.
- 11.16 The Bank shall be entitled to terminate this Agreement in accordance with these terms and conditions without prejudice to any of its rights accruing to it if you fail to repay the Loan and/or the Transaction Fees due thereon within the agreed repayment period.
- 11.17 The Bank reserves the right to vary the terms of the Loan including any fees payable thereon from time to time having regard to the prevailing rules and regulations of the Bank of Tanzania and the policies of the Bank.
- 11.18 You hereby expressly consent and authorize the Bank to disclose, respond, advise exchange, and communicate the details or information pertaining to your M- PESA Account and or Loan to Credit Reference Bureaus or any regulator or authority as required under the Bank of Tanzania (credit reference bureau) regulations, 2012, as amended or revised from time to time or any other applicable law.
- 11.19 You also hereby expressly consent and authorize the Bank to disclose, respond, advise exchange, and communicate the details or information pertaining to your M-PESA Account and or Loan to third parties involved in the administration of your M-PESA Account and or Loan, underwriting of insurance policies, updating of databases, or provision of user support.

12. DISCLOSURE

- 12.1 You hereby expressly consent and authorize the Bank in line with the applicable laws and regulations to disclose, receive, record, or utilize your personal information or information or data relating to your M-PESA Account and any details of your use of the Services:

- 12.1.1 to and from the Bank's service providers, dealers, agents, or any other company that may be or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services.
- 12.1.2 to a Credit Reference Bureau.
- 12.1.3 to the Bank's lawyers, auditors, or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings.
- 12.1.4 to Vodacom in connection with the M-PESA Service and the Services; from Vodacom in connection with your M-PESA Account and Vodacom Mobile Line usage for the purposes of calculating and determining your Credit Limit
- 12.1.5 for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
- 12.1.6 in business practices including but not limited to quality control, training and ensuring effective systems operation.
- 12.2 You authorize the Bank to disclose any information relating to your M-PESA loan account to any Tanzanian, foreign or international law enforcement or governmental agencies 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 Tanzania or any other country and or as the Bank may deem necessary.

13. YOUR EQUIPMENT AND RESPONSIBILITIES

- 13.1 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.
- 13.2 You shall be responsible for ensuring the proper performance of your Equipment. The Bank shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the Bank 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 the Bank shall not be responsible for losses or delays caused by any such service provider.
- 13.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Bank concerning the use of the System and Services.
- 13.4 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your M-PESA PIN secret and secure. You shall ensure that your M-PESA PIN does not become known or come into possession of any unauthorized person. The Bank shall not be liable for any disclosure of your M-PESA PIN to any third party and you hereby agree to indemnify and hold the Bank harmless from any losses resulting from any M-PESA PIN disclosure.
- 13.5 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 the Bank 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.

13.6 You shall immediately inform the Bank through the Customer Care Centre in the event that:

13.6.1 You have reason to believe that your M-PESA PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or

13.6.2 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.

13.7 You shall always follow the security procedures notified to you by the Bank and or M-PESA Tanzania 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 M-PESA Account's confidentiality. 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.

13.8 You shall not at any time or use the Equipment in any way that may be prejudicial to the Bank.

14. EXCLUSION OF LIABILITY

14.1 In the absence of negligence on its part, the Bank 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 the Bank's control including, without limitation, force majeure, terrorist or any enemy action and adverse weather or atmospheric conditions.

14.2 In the absence of negligence on its part, the Bank will not be liable for any losses or damage suffered by you because of or in connection with:

14.2.1 Unavailability of sufficient funds in your M-PESA Account.

14.2.2 the money in your M-PESA Account being subject to legal process or other encumbrance restricting payments or transfers thereof.

14.2.3 any fraudulent or illegal use of the Services, the System and/or your Equipment; or

14.2.4 Your failure to comply with these Terms and Conditions and any document or information provided by the Bank concerning the use of the System and the Services.

14.3 Under no circumstances shall the Bank be liable to you for any loss or 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 the Bank.

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

15. 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 the Bank provides to you through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has 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 the prior written consent of the Bank.

16. INDEMNITY

In consideration of the Bank complying with your instructions or Requests in relation the AZANIA M-PESA loan marketplace products and services, you undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and you absolve the Bank from all liability for loss or damage which you may sustain from the Bank acting on your instructions or Requests or in accordance with these Terms and Conditions.

17. VARIATION AND TERMINATION OF RELATIONSHIP

17.1 The Bank may at any time, upon notice to you, terminate or vary its business relationship with you without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

17.2 Without prejudice to any of the Bank's rights under these terms and conditions, the Bank may at its sole discretion suspend any service offered to you under M-PESA loan marketplace:

17.2.1 if you use the services/products for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services.

17.2.2 if your M-PESA Account or agreement with Vodacom is terminated for whatever reason.

17.2.3 if the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator, or other competent authority.

17.2.4 if the Bank reasonably suspects or believes that you are in breach of these terms and conditions (including non-payment of any Loan amount due from you where applicable).

17.2.5 where such a suspension or variation is necessary because of technical problems or for reasons of safety.

17.2.6 to facilitate update or upgrade the contents or functionality of the Services from time to time.

17.2.7 if the Bank decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.

17.3 If your AZANIA M-PESA Loan Account is in arrears at the time of suspension of services/products; you agree to pay to the Bank immediately all amounts you owe under these terms and conditions.

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

18. MISCELLANEOUS

18.1 These terms and conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.

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

18.3 The Bank may vary or amend these terms and conditions and the Transaction Fees at any time with at least thirty (30) days prior notice to you. Any such variations or amendments may be published in posters or pamphlets available at Vodacom's Agents outlets, Bank branches, in the daily newspapers, on the Bank and/or Vodacom's website and/ or by any other means as determined by the applicable law and any such variations and amendments shall take effect immediately upon publication.

18.4 No failure or delay by either yourself or the Bank 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.

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

18.6 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.

18.7 Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to you by way of publication as provided in subparagraph 18.3 shall be binding upon you as fully as if the same were contained in these terms and conditions.

19. NOTICES

19.1 The Bank may send information concerning the AZANIA M-PESA loan marketplace via SMS to the Vodacom mobile phone number associated with your M- PESA Account.

20. CLAIM AND DISPUTE RESOLUTION

20.1 You may contact the Customer Care Center to report any claims or AZANIA products and services offered under M-PESA loan marketplace discrepancies.

20.2 Any claim arising out of or in connection with this Agreement shall be determined by Tanzanian Courts with competent jurisdiction.

20.3 This Agreement shall be governed by and construed in accordance with the laws of the united Republic of Tanzania.

TABLE A: AZANIA M-PESA LOAN MARKETPLACE INTEREST AND FACILITATION FEE SCHEDULE.

Table A

Loan Repayment Period	Interest Rate	Facilitation fee	Total Fee
30 Days	0	15%	15%

- ***The penalty upon default is Y% of the outstanding amount charged on monthly basis**