

## Terms and Conditions for use of the TemboCard MasterCard Credit Card Gold and World Rewards

### DEFINITIONS

1. In these conditions:

- i) "THIS AGREEMENT" means the Agreement between The Bank and the Card holder, the Terms and Conditions of Use as varied from time to time;
- ii) "CARD HOLDER" means any person for whose use a Card is issued by the Bank;
- iii) "AUTHORIZED USER" means a person other than the principle Card holder nominated under condition 10 to whom the Bank shall have issued a Card;
- iv) "THE BANK" means CRDB BANK PLC;
- v) "ATM" means an Automated Teller Machine;
- vi) "CARD" means the CRDB TemboCard MasterCard Credit Card issued to the Card holder;
- vii) "ACCOUNT" means a record or statement of financial expenditure or receipts relating to a particular period or purpose
- viii) "CARD ACCOUNT" means an Account maintained by the Bank in relation to Card transactions;
- ix) "TRANSACTIONS" means any payment made or cash advance obtained by the card, the card number or in any manner authorized by a Card holder for debit to the Card Account.
- x) "CREDIT LIMIT" means the maximum debit balance permitted to the Card Account as determined by the Bank in its sole discretion and notified to the principle Cardholder.
- xi) "DUE DATE" means the date as indicated in the statement referred to in clause 3 or as determined by the bank pursuant to this Agreement;
- xii) "PIN" means any Personal Identification Number issued to the Principle Cardholder or subsequently selected by the principle card holder where self selection is available;
- xiii) "PRINCIPLE CARDHOLDER" means a person in whose name a Card Account is maintained pursuant to such person's application for establishment of a Card Account.
- xiv) "TANZANIA" means the United Republic of Tanzania.

### USE OF CARD

2. The card must be signed by the Card holder immediately on receipt and may only be used:-

- i) By that Card holder;
- ii) Subject to the Terms of Agreement current at the time of use;
- iii) To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card;
- iv) For any lawful purpose, including the purchase of goods or services not prohibited by the Tanzanian Law;
- v) During the Validity period embossed on the Card;
- vi) Subject to the right of the Bank in its absolute discretion and without prior notice, at any time to withdraw the right to use the card, or to refuse any request for authorization of, any particular Card Transaction and to publish any such withdrawal or refusal.
- vii) Within the credit limit. In deciding whether this has been exceeded the Bank may take into consideration the amount of any card transaction not yet debited and any authorization given by the bank in respect of any prospective Card Transaction;
- viii) For any cash advance, directly from the bank or an ATM, within the set limit of (TZS 1M or USD 500) or such other amount determined by the Bank and notified to the Principle Card holder from time to time which shall form part of the Credit Limit;
- ix) Participate in the Bank's instalment plan facility subject to the specific terms and conditions.

### MONTHLY STATEMENTS, CREDIT LIMIT, INTEREST AND LATE PAYMENT CHARGES

3. i) The Bank will normally send a monthly statement showing all credits and debits in respect of the card account to the principle card holder who will repay by the due date not less than 10% of the account shown due to the Bank or such amount as the bank shall determine from time to time or the full amount if it is less than TZS 100,000.
- ii) If the principle Cardholder does not notify the Bank in writing within 28 days after the date of the statement of any error or omission, the statement will be considered to be complete and correct except for any amount improperly credited to the account.
- iii) The amount of any excess over the Credit Limit, any arrears and any card transactions made in breach of this Agreement will be immediately payable in full whether or not demanded by the Bank.
- iv) If the Principle Card holder shall repay the whole balance outstanding on a Statement by the close of business on the Due Date, no interest shall be charged on any items appearing on the Statement with exception of ATM cash withdraw and cash advance. Otherwise interest will be charged on a monthly basis at a rate of 2.5% per month on the balance carried forward or as the bank shall from time to time determine;
- v) If the Principle Cardholder shall make any payments other than the whole balance outstanding on a statement such payment shall be applied by way of reduction against the balance outstanding on the statement in order of maturity of the transactions to the extent available, with the payments being applied first against the earliest dated outstanding transaction appearing on the Card Account.

- vi) All amounts charged to the card account under this Agreement will be immediately payable in full on the commission of an act of bankruptcy by or on the death of the principle or authorized Cardholder or at the banks sole discretion upon demand, if there is any breach in the terms of this agreement by the cardholder who shall also be fully liable for all legal fees and expenses incurred by or on behalf Of the bank resulting from actions to recover the indebtedness against any deposit held by the Principle Card holder with the bank.
- vii) If the Principle Cardholder shall not have made any payment due by the Due Date in addition to (iv) above, a late payment charge equal to 10% of minimum due shall be charged daily to the Card Account by way of agreed liquidated damages for non-payment of the amount due;
- viii) A credit limit excess charge on a daily basis at a rate to be determined by the bank may be debited to the Card Account or any portion of its balance in excess of the credit limit in addition to any interest or Charges chargeable under this Agreement;

#### **FEES AND OTHER CHARGES**

- 4. i) Details of the joining fee, first year's subscription fee and charges payable in respect of each Additional Authorized User shall be advised by the Bank and paid by the Principle Card holder upon Application for the establishment of a Card Account;
- ii) Card holders will also pay the bank a transaction fee for each cash advance charge to the account and an administration fee for each cheque, direct debit/standing order received by the Bank in payment of the indebtedness which is subsequently dishonoured;

#### **TRANSACTIONS IN A DIFFERENT CURRENCY**

- 5. The Card Holder must be fully familiar and comply with all the applicable Exchange Control Regulations when the card is used for transactions in a currency that is different from the card currency. Card transactions made in different currency will be shown on the statement in the card currency and are payable in the card currency converted at the exchange rate charged to the Bank on the date of conversion together with a conversion fee which is a percentage of the value of the foreign transaction and which percentage can vary from time to time. This exchange rate may not be the rate in effect on the date of the transaction.

#### **AUTOMATED TELLER MACHINE**

- 6. The Card holder (Principle and Authorized) may use the card together with such Cardholders Personal Identification Number (PIN) to execute a transaction at any of the automated teller machines or terminals designated by the bank. If the card holder has selected such PIN all security procedures as described herein apply to each transaction executed by the card holder who must exercise all necessary precautions against loss or theft of the card or disclosure of the PIN.

#### **WITHDRAWAL OF USE OF THE CARD**

- 7. i) The bank may at any time and without notice cancel the right to use any card entirely or in respect of specific facilities or refuse to re-issue renew or replace any card, without in any case affecting the Principle Card holders obligations under this agreement which shall continue to be in force;
- ii) The card remains the property of the bank at all times. On request, all or any card issued for use on the Card Account must be returned immediately to the bank or to any other person acting for the bank;
- iii) The Principle Card holder shall be liable for all expenses incurred by the bank in reclaiming a cancelled card;

#### **TERMINATION**

- 8. i) The Principle Card holder may terminate this Agreement by written notice to the bank but such termination shall only be effective on the return to the bank of all cards issued on the Card Account, and the payment of liabilities of the Principle Cardholder, under this agreement. Until such termination, the bank may re-issue Cards from time to time for use in accordance with this agreement.
- ii) All notices to the bank must be posted by registered post to the Bank's Card Department at, CRDB Building, Azikiwe Street, 1st Floor P.O. Box 286 Dar es Salaam, Tanzania.
- iii) Bank can terminate at any time without giving any notice because of the security reason and to protect interest of the bank.

#### **SAFE GUARDING THE CARD AND THE PIN**

- 9. i) The cardholder will exercise all care necessary to ensure the safety of the card and the secrecy of the PIN at all times. The card holder will not disclose the Card Number to any third party except in connection with encashment usage or for the purpose of a Card Transaction or when reporting the actual loss or theft of the card;
- ii) A Principle Card holder may reveal the PIN to an Authorized User;

- iii) A Cardholder shall never allow any other person to use the card with or without knowledge of the PIN;
- iv) A card holder shall never write the PIN on the card or anything usually kept with it;
- v) If the card is however lost, stolen or for any other reason liable to misuse or the PIN has been disclosed to anyone other than the Authorized user, the card holder must immediately notify the Card Centre, CRDB Bank plc at the address as contained in this Agreement. If this notification is given orally, it shall not take effect unless followed by a confirmation in writing to the Card Manager P.O. Box 268 Dar es Salaam, Tanzania.
- vi) Until the bank receives the formal notification, the principle card holder will be liable in respect of any use of the card. After the bank has been effectively notified, the principle card holders liability for any subsequent use of the card other than the by a card holder will cease provided that the Card has not been used by a person who acquired possession of it with the cardholders consent express or implied;
- vii) The card holder will give the bank all information in the cardholder's possession as to the circumstances of the loss, theft or misuse of the card or disclosure of the PIN and take all steps deemed necessary by the bank to assist in the recovery of a missing Card. In the event of any such loss, theft or misuse being suspected, the bank may provide the police with any information it considers relevant. If a card is reported as lost, stolen or liable to misuse, that card must not subsequently be used but must be cut in half and returned immediately to Card Centre Manager P.O. Box 268 Dar es Salaam, Tanzania.

#### **REFUNDS AND CARDHOLDER CLAIMS**

- 10. i) The Card Account will only be credited with a refund in respect of a Card Transaction if the bank receives a refund voucher or refund verification acceptable to it. No claim by the card holder against a third party may be subject of a defence or counterclaim against the bank. No rights of the cardholder against the bank may be assigned or otherwise disposed of;
- ii) The principle card holder shall not be entitled to interest on any credit balances there may be in the Card Account.
- iii) No Card holder shall return for cash refund any goods and tickets for services obtained with the card. Any such refunds must be credited only through the Card Account;

#### **AUTHORIZED USERS**

- 11. The bank may issue a Card for use by any natural person nominated by the Principle Card holder as an Authorized User on the Card Account. The Principle Card holder shall be liable for all amounts arising from or losses incurred by the bank in connection with the use of the card by an authorized user (including any use in breach of this Agreement which the bank shall be under no responsibility to prevent) and any expenses or charges there from shall be debited to the account. In addition to its other powers, the bank shall cancel any Authorized Users Card at any time upon the request in writing of the Principle Card holder and the return of such Card to the Bank, or upon the surrender of such card to the bank by the Authorized User.

#### **AMMENDMENT OF AGREEMENT**

- 12. The bank may vary this Agreement at any time or times whether or not a similar variations is made to the agreement(s). subject to the requirements of statute (if any), notification of any such variation or any other notification to be given by the bank shall be given to the principle Cardholder by the Bank either in writing or by publication thereof by such means as the bank may select and any variation whether notified or not shall be binding on the Card holder.

#### **GENERAL**

- 13. The Bank shall not be liable if it is unable to perform its obligation under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, flood, civil disturbances, terrorism, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub-contractors; If the bank is unable to produce or send a monthly statement in respect of the Card Account, the Principle Card holder's liability for the late payment charge shall continue for the purpose of calculating such charge, and in establishing the date on which payment is due, the bank may select a date in each calendar month as the statement date;
- l) The Bank shall not be liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising from the use of the ATM and the principle Cardholder agrees to indemnify the bank against all losses, costs, charges and expenses which the bank may suffer or incur directly or indirectly arising from any use by a Cardholder of an ATM or any breach of this Agreement howsoever, whomsoever and wheresoever's arising;
- ii) The Principle Card holder shall immediately notify the Card Centre Manager, P.O Box 268 Dar es Salaam, Tanzania in writing of any change of name of address.

- iii) Any other facilities or benefits made available to Cardholders as such and not forming part of this Agreement may be withdrawn at any time without notice;
- 14. The Cardholder warrants the complete accuracy of the information given upon the application to establish the Card Account and any subsequent communication with Bank;
- 15. The Cardholder shall not make any payment to any person except the Bank in respect of goods or services with the use of the card;
- 16. This agreement shall be governed by the Law of the Republic of Tanzania;

**CREDIT INFORMATION**

- 17. The Card holder hereby authorizes and consents to the Bank receiving and exchanging with other persons financial information about the Card holder from time to time, including the sharing and exchange of credit information concerning the Cardholder, with credit bureau. The Cardholder consequently indemnifies the Bank for any loss or damages arising as a result of incorrect information being processed by the bank or any credit bureau or any other person or company with whom the Card holder has or may have financial dealings or as a result of any information provided by the Bank in respect of the Card holder's account. The Bank will endeavour, to ensure that all information and data are correct.  
In addition to the Banks General Terms and Conditions I/We accept these specific conditions of Issue of the TemboCard MasterCard Credit Card and confirm to have read and understood the same as expressed in the 'Declaration' paragraph of the TemboCard MasterCard Credit Card Application Form.

Staff Name: \_\_\_\_\_

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Salesperson: \_\_\_\_\_ Branch: \_\_\_\_\_