

# EAZZYBANKING APP TERMS AND CONDITIONS (EQUITY BANK TANZANIA)

The use of EazzyBanking APP App made available by Finserve Africa Ltd to its customers shall at all times be governed by the following Terms and Conditions;

## Definitions

In these Terms and Conditions the reference to:

1. "**We**" shall mean Finserve Africa Limited or any our affiliated companies.
2. "**You**" shall mean the Customer.
3. "Affiliated companies" means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Finserve Africa Limited.
4. "**The EazzyBanking APP** " shall mean the software application designed for distribution to subscribers by Finserve Africa Limited which consists of a package file (by way of non-limiting example, an "APK" file in the case of an Android app), associated Metadata, and any in-app inventory of virtual items that are made available for purchase and/or use by subscribers

## Terms and Conditions

1. You accept responsibility for making sure that you understand how to use the **EazzyBanking APP**. We shall not be responsible to you for any losses caused by your failure to properly use the service.
2. By registering to **EazzyBanking APP** you agree to have understood, accept and abide by all the Terms & Conditions governing the EazzyBanking APP including any subsequent variations or amendments.
3. We reserve the right to determine the services that will be offered on the EazzyBanking App and will from time to time determine or specify at our discretion the scope and features of the EEazzyBanking App and are entitled to modify, expand or reduce the same at any time without notice to you. By downloading and installing the EazzyBanking App you will be bound by any future modifications, expansions, enhancements, deletions or reductions made by us.
4. You hereby confirm, declare and acknowledge that any communication from and to your mobile phone number is and shall be with the knowledge of and within your control. You shall in all circumstances accept full responsibility for any and all instructions sent to us from the phone number and you hereby authorize us to act on the instructions and process any and all transactions. You agree and acknowledge that we shall in no way be held responsible or liable if you incur loss as a result of carrying out the instructions of you pursuant to your access of the EazzyBanking App.
5. The EazzyBanking App may, without prior notice to you, be suspended or terminated by us for any reason whatsoever, including, without limitation, invalid data, closure of related account (s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(s) concerned in relation to their network or by any service provider in respect of the EazzyBanking App. We will not assume any liability or responsibility for any such suspension or termination.
6. The EazzyBanking App may be terminated at any time by uninstallation from the host device.
7. You acknowledge that any information received by you under EazzyBanking App is for information only, and shall not be taken as conclusive evidence of the matter to which it

relates. You understand that the date and time on the information advises best the date and time of our main computer.

8. You shall promptly inform us of any loss or theft of your mobile phone by calling our Help Desk at Contact Center or telephone numbers provided from time to time and published on our website [www.tz.equitybankgroup.com](http://www.tz.equitybankgroup.com). We shall not be liable for any loss or claim resulting from the relaying of any information to the designated mobile phone number prior to receipt of any notification of loss or theft. Following receipt of notification of loss or theft, we shall deactivate the subscription until further instructions are received.
  9. You shall be solely responsible for all the transactions and consequences arising out of the messages emanating from the registered mobile phone instrument. We will not assume any responsibility or liability for unauthorized messages sent by any other person without authority.
  10. We shall not assume any liability or responsibility for any failure or delay in transmitting information to you or any error in such information, unless this results from negligence or willful default on our part. In particular, we shall not assume any liability or responsibility for the consequences arising from any cause beyond our control including, without limitation, failure of your telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation, force majeure event such as sabotage, fire, floods, explosion, acts of God, civil commotion, strikes, act of government, computer hacking, unauthorized access to computer data, computer crashes etc.
11. Subject to the prevailing law, all applicable tariffs are subject to change. The prices shown in our website catalog [www.tz.equitybankgroup.com](http://www.tz.equitybankgroup.com) rates supersede all previous catalogs. Normal data charges as charged by mobile service providers shall apply.
12. A copy of these Terms and Conditions and the amendments thereto from time to time are available for downloading on our website [www.tz.equitybankgroup.com](http://www.tz.equitybankgroup.com), you can email it to yourself or collect the same from any of our branches.
  13. Any notice from us to you may be in such manner and by such means of communication as we shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display or electronic communication such as e-mail.
  14. We shall not be liable under any circumstances for any damages whatsoever whether such interruption of business or loss of any character or nature whatsoever and whether sustained by you or by any other person.
  15. You must keep your mobile banking Personal Identification Number (PIN) confidential never under any circumstances disclosing it to any one and take all reasonable care to prevent its unauthorized and fraudulent use. You acknowledge that the PIN selected acts as your authorized signature. The PIN authorizes and validates directions given by you. If you give your PIN to anyone or fail to safeguard its secrecy, you do so at your own risk and we shall not be liable for any loss arising from a shared PIN.
  16. You must notify the us immediately of any unauthorized access to the Equitel App or any unauthorized transactions or any instructions which you know of or suspect.
  17. In consideration of us agreeing to provide the EazzyBanking App service to you, you hereby irrevocably agree and undertake to indemnify and keep us indemnified at all times hereafter and hold us harmless against all actions, claims, demands, liabilities, losses, damages, legal fees, costs, proceedings, and liabilities and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of our agreeing to provide the EazzyBanking App to you. You further agree and confirm that this indemnity shall remain valid and subsisting and binding upon you notwithstanding withdrawal, either partially or in totality, of the EazzyBanking App service.
  18. To the extent permitted by law, we shall not be liable for any incidental, special, indirect or consequential losses or damage whatsoever including without limitation, damages for loss of profits, loss of data, business interruption or any commercial damages caused (a)

by the disclosure of confidential information; (b) by the disclosure of information to the designated mobile phone where such designated mobile phone is in another person's possession with your consent; or (c) to your data, designated mobile phone, communications equipment or other equipment, in each case caused by your use of the EazzyBanking App unless such loss or damage is directly and solely caused by our willful default or negligence.

19. We reserve the right and you hereby authorize us to send you customized messages over your mobile phone for marketing or regarding the provision of other services or products or for any other purpose we deem fit unless specifically instructed otherwise by you in writing.
20. You understand and confirm that we may, at our sole discretion, record any and all information or instructions relayed from your phone to us and to you from us and collect and store the same along with all information in such form and manner as it deems necessary and appropriate. The information may be relied upon by us, our affiliates or any person who may reasonably require the same and or produced in any proceedings or otherwise.
21. You acknowledge that we may be required by law or regulation to provide information on any instructions relayed from your phone to any regulatory body or government or other competent authorities. You consent to us doing this.
22. We make no express or implied warranty, guarantee, representation or undertaking whatsoever regarding the services, which are not expressly mentioned herein.
23. Any notice from us to you may be in such manner and by such means of communication as we shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, electronic communication such as e-mail or via the EazzyBanking App. Any notice from you to us shall be in writing at the following address unless otherwise indicated in these Terms and Conditions:  
Finserve Africa Ltd,  
P. O. Box 104443-00100,  
Nairobi, Kenya.
24. We reserve the right at all times to vary or amend the foregoing Terms & Conditions or to introduce new Terms & Conditions. Any such variations or amendments shall become effective and binding on you upon notification by us to you. If you are unwilling to accept such variations or amendments you may terminate the EazzyBanking App service as provided for under clause 5.
25. These Terms & Conditions shall be governed by and construed in accordance with the Laws of the United Republic of Tanzania.
26. We reserve the right to revoke the EazzyBanking app from being published on online stores such as Google Play Store.
27. You confirm that you will not share or install raw APK files received through file sharing or app sharing software. We shall not be liable for any loss or claims resulting from the use of the EazzyBanking app installed from shared APK files.

We may, also, use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen. You may upon payment of applicable fees, request details of personal information which we hold about you under the relevant, recognized, legitimate and applicable law. If you would like a copy of the information held on you please write to [info@equitybank.co.ke](mailto:info@equitybank.co.ke).

**Right to amend this Privacy Policy**

We reserve the right to amend this privacy and security statement at any time. All amendments to this privacy and security statement will be posted on the website. Unless otherwise stated, the current version shall supersede and replace all previous versions of this privacy and security statement.

**Contact us** –If you have any questions regarding privacy while using the Application, or have questions about our practices, please contact us via email at [info@equitybank.co.ke](mailto:info@equitybank.co.ke).