



ClickPesaTM

CUSTOM SERVICE LEVEL

AGREEMENT

&

TERMS & CONDITIONS

CLICKPESA TANZANIA

Custom Service Level Agreement

This Custom Service Level Agreement (SLA) of Clickpesa Tanzania as business name of DLT CP Tanzania Company Limited is a customised contract between an organisation or partner that uses Clickpesa Tanzania payment services. This custom SLA acts as a mechanism to add custom SLA enforcement in addition to the general terms and conditions and standard pricing.

1. Commencement and Term

The agreement shall be applicable upon signing of this agreement or if the account activated for operation and shall continue until terminated.

2. Customer Support Services

2.1 Clickpesa Tanzania will provide the following dedicated customer support services:

- Customer Service Help Desk – see Clause 2.
- An account manager to assist with non-technical and commercial queries.
- Access to the Online Transaction Manager.
- Timely availability of any ad hoc service and/or software upgrades.

2.2 Clickpesa Tanzania will use reasonable endeavours to maintain system availability for the provision Services, with a target availability of 99.999% on our Payment Pages integration method and a guaranteed uptime of 99.99% on Clickpesa Tanzania API integration methods.

3. Help Desk

3.1 Customer Service Help Desk: 08:00 to 18:00, Monday to Friday (excluding public holidays) – any support or integration queries. Outside these hours and public holidays, emergency system support only. Clickpesa Tanzania will provide Help Desk services to respond to customer service and technical questions and enquiries. The staff will be knowledgeable personnel with appropriate technical and communication skills. They will aim to assist in resolving Product or Service issues and to impart necessary relevant technical knowledge or understanding related to any Clickpesa Tanzania Service. Such personnel shall be contactable via the appropriate Telephone and fax numbers and via mail and email.

3.2 The appropriate contact details for all Help Desk communication are as follows:

Telephone	E-mail
+255 753 308 308	service@clickpesa.com

The following information shall be required when reporting an incident to the Help Desk:

- Clickpesa Tanzania site reference no.
- Authorised person's contact name.
- Short Description of the nature of the problem.
- Email address (if incident not reported via email) and customer contact telephone number.

3.3 Clickpesa Tanzania shall provide the merchant with a unique case reference number and a classification and estimated resolution time based on the Incident Severity Level Table detailed below. This will be communicated via our on-line reporting facility.

3.4 The following information shall be needed when a status update is required on any previously reported incident: Clickpesa Tanzania site reference number and the relevant case reference number. Upon the successful resolution of the incident, Clickpesa Tanzania will notify the merchant via the contacts provided, and the case will be closed.

4. Faults, Priorities and Responses

For the purpose of prioritising and escalating Clickpesa Tanzania faults, faults will be categorised as either Critical, Serious, Degraded or Minimal.

Incident Severity Level Table

Classification	Criteria
Level 1 Critical	The Services are at a standstill. The Clickpesa Tanzania Payments System or all Payment Gateways utilised for a particular acquirer or Customer are unavailable.
Level 2 Serious	The Services are significantly impaired and key business processes, such as transaction authorisations cannot be conducted without significant delay, but payment systems are

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	available.
Level 3 Degraded	Live Payment services such as settlement processing, cannot be carried out without significant delay, but all systems are operational.
Level 4 Minimal	Integration and test system issues, minor incidents and enquiries.

The target time for Clickpesa Tanzania to respond to all faults is outlined below, the target time being from fault notification. Clickpesa Tanzania will update the Customer at the target interval indicated until a solution is found.

Classification	Step 1 – Identify Source	Step 2 – Temporary Fix	Step 3 – Fix
Level 1 Critical	30 minutes	Immediate and continuing best efforts but in no event more than 2 hours (on a 24X7 basis)	Within 1 calendar day
Level 2 Serious	60 minutes	4 hours (on a 24X7 basis)	Within 2 calendar days
Level 3 Degraded	5 hours	1 calendar day (on a 24X7 basis)	Within 3 calendar days
Level 4 Minimal	1 business day	On a time available basis	As appropriate

The following shall define the actions to be taken per the problem's assigned level:

- **Step 1** represents the acknowledgment of the problem and the beginning of the information gathering process. Clickpesa Tanzania will notify the merchant on identification of the problem if a case has not already been reported and classified.
- **Step 2** represents the target time frame during which the problem is being actively addressed and a temporary patch, correction, or workaround is provided. The goal will be to provide a fix

or a work-around for a problem as soon as possible. Critical problems will be worked on continually until a satisfactory problem resolution can be reached.

- **Step 3** represents the target time within which a permanent solution will be available which meets Clickpesa Tanzania's quality standards.

In addition it is emphasised that any security related fault that is brought to the attention of Clickpesa Tanzania will be prioritised as critical.

5. Escalation

Incident Escalation

5.1 Incidents reported to Clickpesa Tanzania Help Desk will be escalated in line with the details below. Clickpesa. Tanzania management will be made aware of issues according to the below timeframes. Elapsed time represents the number of clock hours that have passed since the issue was first classified by Clickpesa Tanzania. Resolution is deemed to have been achieved if a temporary fix is created.

Clickpesa Tanzania Support Manager – if the incident is not resolved within target time.

General Manager – if Level 1 or 2 are not resolved within 1hr of target resolution time, Level 3 within 6hrs of target resolution time.

Chief Technical Officer – If Level 1 or 2 and not resolved within 2hrs of target time, Level 3 within 12hrs of transaction time.

6. Service Credits

6.1 The Clickpesa Tanzania target system availability is:

Clickpesa Tanzania API and Clickpesa Tanzania Web Services – 99.999%

Clickpesa Tanzania Payment Pages – 99.999%.

6.2 If the Clickpesa Tanzania network availability is less than that shown above per acquirer for the Customer in any one calendar month a service credit will be given for each full hour of downtime above the SLA target. This is equivalent to 1.8 hours a month per merchant site reference, based on a calendar month of 30 days.

6.3 The Service Credit shall be 1.5% of the total fee for transactions processed during that calendar month. The maximum limit for service credits shall be 15% of the total fee for transactions processed during that calendar month.

6.4 Scheduled outage for system maintenance previously communicated to the Customer is not to be included in the above determination of system availability for the calculation of service credits.

7. General Disclaimer

7.1 As Clickpesa Tanzania does not control the availability of Acquirer, Merchant internet service providers or your networks, the System will not be deemed unavailable if the source of the problem lies with the networks controlled by these entities.

7.2 Once Clickpesa Tanzania has been made aware of a problem relating to its system, the burden of proof as to where the problem occurs lies with Clickpesa Tanzania. Clickpesa Tanzania will take all commercially reasonable efforts to find a speedy resolution of any problems. In the event a Third Party is responsible, Clickpesa Tanzania will communicate such information as it has available to the organisation or partner.

8. Service Charges and Tariffs

8.1 Clickpesa shall charge the customer according to the charges and tariffs shared on Clickpesa [website](#).

8.2 Clickpesa may provide services on collection or disbursement to its customer. The customer shall have the right to opt the whole or part of the Service Charge per Transaction or pass the whole or balance of the said Service Charge to its Payee.

8.3 The customer shall be charged either whole or part of the charges on collection service while the customer shall be accountable of all charges in disbursement service.

8.4 The Bank withdrawal Charges of E-Money already in the Customer Account shall be borne by the Customer at rate of withdrawal charges that shall be published by the Bank from time to time.

8.5 Clickpesa shall have the right to vary the charges and transaction limits from time to time according to the applicable taxes and other reasons. Clickpesa shall communicate the same to the customer as soon as possible. ClickPesa reserves the right to vary the charges and tariffs for the services.

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EXECUTED by the Parties as an agreement on the date(s) set out below. By agreement general terms and conditions attached apply.

This agreement is witnessed thisday of.....2024

Signed on behalf of **DLT CP TANZANIA COMPANY LIMITED t/a CLICKPESA TANZANIA** by;

Name: _____
Address: _____
Signature: _____
Position: _____

COMPANY SEAL

In the presence of:

Name: _____
Address: _____
Signature: _____
Position: _____

CUSTOMER

Signed on behalf ofby (If Applicable);

Name: _____
Address: _____
Signature: _____
Position: _____

COMPANY SEAL

In the presence of:

Name: _____
Address: _____
Signature: _____
Position: _____

Attachment 1: General Terms and Conditions

Terms and Conditions

These Terms and Conditions set out the rights and obligations of you (“the Customer”), and Clickpesa Tanzania (“Clickpesa”), in connection with your use of the payment services provided by Clickpesa. By clicking the “I agree” to these Terms and Conditions, you unconditionally accept and agree to be bound by the applicable laws, rules, regulations and guidelines relating to the payment services, now and as may be amended from time to time. You therefore need to read and fully understand these conditions and if you do not agree with them, you must not proceed to register for and/or use the ClickPesa Services.

1. COMMENCEMENT

1.1 This Agreement shall commence on;

- The date the Customer accepts these terms and conditions
- The date the Customer’s account is activated for operation of Clickpesa and shall continue for the period during which the Customer uses Clickpesa services unless terminated earlier.

2. FORMATION OF CONTRACT

2:1 By accepting the terms and conditions herein, either through completion of registration process or by using the payment services, the Customer acknowledges to have read and agreed to be bound by this Agreement and all documents incorporated by reference. If the Customer does not agree to be bound by the terms and conditions herein, the Customer should not use the Service.

2:2 Clickpesa may vary any provision in these Terms and Conditions, without prior consent from the Customer, if such change is required as a direct result of new legislation, statutory instrument, Government regulations or licences, rates of exchange, imposition or alteration of government tax or as a result of any review of Clickpesa’s business planning, changes within the industry, recommendations from regulator bodies or for such other reasons as it may in its sole discretion determine.

2:3 Clickpesa shall in such circumstances endeavour to give the Customer notice of such changes as soon as reasonably practical. Electronic notices shall be sent to the email address or mobile number provided as the Customer’s primary contact during the process of registration.

3. PERSONS ELIGIBLE

3.1 By agreeing to be bound by the terms of this agreement, you agree that Clickpesa Services will be available on all eligible accounts with us, whether open now or opened in the future.

3.2 Clickpesa payment services are accessible by any natural person of full age and capacity, corporate entities, partnerships, trusts, association, professional intermediaries such as Stock Brokers and Chartered Accountants and any other legally established entity.

4. REGISTRATION

4.1 In order to use Clickpesa Services, you must register for and maintain an active User Services account ("Account").

4.2 Account registration for individuals requires you to submit certain personal information, such as your name, physical address, mobile phone number, age nationality and any other relevant information.

4.3 Account registration for registered entities and firms shall require submission of company documentation such as Memorandum and Articles of Association, Certificates of incorporation, Business License, TIN and VAT Certificates, Partnership/Trust Deed, Powers of Attorney and any other relevant documents.

4.4 You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services or Clickpesa's termination of these Terms with you.

4.5 We may refuse to open an Account for you if we are not satisfied with the provided information.

4.6 You are responsible for all activity that occurs under your Account, and you agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all activities that occur under your account at all times.

5. SCOPE OF SERVICES

5.1 Clickpesa shall offer payment services to its Customers including:

5.1.1 Payment services for basic operations;

5.1.2 Transfer of funds for Customers within Tanzania;

5.1.3 Facilitate transfer of funds for Customers dealing with cross-border operations;

5.1.4 Provision of payment services in national and foreign currency as well as the related payment instruments within the meaning of the National Payment System Act of 2015 and its regulations;

5.1.5 Execution of individual or recurring payment transactions.

6. SERVICE CHARGES

6.1 Clickpesa shall be entitled to a transaction processing [fee](#) from the Customer on transaction face value for each payment processed through the Service (the “Service Charges”).

6.2 The Customer shall pay Clickpesa such [Service Charges](#) according to the set [Service Charges](#) at the particular time basing on the particular service provided. The fees charged to the customer shall be exclusive of applicable taxes and other statutory charges as per applicable laws. Clickpesa shall have the right to amend the fees charged to the customer for the service from time to time.

6.3 The Customer shall be responsible for any deductions or tax required to be paid by law on transactions made through the Service. In the event that Clickpesa shall be required by law to make any deductions or withholding tax then Clickpesa shall, at the cost and expense and for the account of the Customer comply with such applicable legislation and remit the amounts to the appropriate authorities.

6.4 Service charges and tariffs may vary from time to time according to the applicable taxes and other reasons. Subject to publishing prior notice through SMS or ClickPesa [website](#), ClickPesa reserves the right to vary the charges and tariffs for the services.

7. CUSTOMER OBLIGATIONS

7.1 The Customer shall at all times comply with these terms and conditions. The Customer further undertakes to comply with all laws, by-laws and any other regulations issued by any competent authority in relation to the operation of the payment services, in particular the Customer shall ensure compliance with all Anti-Money Laundering and Combating Financing of Terrorism Laws, Rules, Regulations and Guidelines issued in the United Republic of Tanzania.

7.2 The Customer shall ensure that it has acquired all necessary approvals, permissions and authorizations for the services offered to all users who shall make electronic payments to the Customer through the Service (“End Users”). The Customer shall be responsible for the content, quality and delivery of services offered, and for ensuring that these services comply with these Terms and Conditions.

7.3 The Customer shall ensure that the access password for the web portal provided by Clickpesa is not disclosed to any unauthorised persons at all times during the Term.

7.4 The Customer shall immediately notify Clickpesa in writing if there is any change in the nature of the products and/or services offered by the Customer.

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7.5 The Customer agrees to hold in confidence this Agreement and all information, documentation, data and know-how disclosed to it by Clickpesa and shall not disclose to any third Party or use confidential information other than in connection with the performance of this Agreement or any part thereof without Clickpesa's written approval.

7.6 The Customer shall provide Clickpesa on request with information or material regarding the service offered to its End Users or agents.

7.7 The Customer shall ensure that ClickPesa services are not used for any illegal purposes, or for the transmission or offering of any information or services which are libellous, unlawful, abusive, threatening, harmful, defamatory, or in any way infringe the laws governing copyright, intellectual property rights, trademarks, or any other material that is slanderous or may cause offence in any way.

7.8 The Customer shall ensure that any relevant third Party using its facilities shall be bound by the terms of this Agreement.

7.9 If the Customer becomes aware of any transaction their accounts that has not been validly authorised by them, they must notify us immediately by telephoning the Contact Centre of the Clickpesa where your account is held (or any other number we may advise you of from time to time for this purpose) For this purpose, you are reminded that you must, as is required of you for all your accounts, check all Clickpesa Statements for any unauthorised transactions. Any anomaly in the entries on your Clickpesa Statements must be brought to our attention within 30 days of the date thereof and you agree that failure to give such notice absolves us from all liabilities arising thereof.

8. CLICKPESA'S OBLIGATIONS

8:1 Clickpesa shall provide the Customer with access to the various electronic payment channels utilised by Clickpesa to facilitate payments ("Delivery Channels"). Clickpesa reserves the right to change or alter Delivery Channels if such a requirement arises for regulatory, statutory or legal reasons, and in such instance shall notify the Customer as soon as is reasonably practical. The Delivery Channels include:

8.1.1 Mobile money wallets

8.1.2 Bank account

8.1.3 E-wallets

8.1.4 All future delivery channels added to Clickpesa's portfolio

8.2 Clickpesa shall provide the Customer with appropriate and reasonable technical support.

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8.3 Clickpesa may, from time to time, make changes to equipment, modality, Delivery Channels, etc. used to handle and provide its services. Such changes are at the sole discretion of Clickpesa and shall be made without prior consent from the Customer.

8.4 Clickpesa shall settle the value of funds collected on the Customer's behalf across the Delivery Channels into the Customer's preferred bank account or mobile wallet. Settlement shall occur on every Business Day where Business Day means a day other than a Saturday, Sunday or a public holiday on which banks are open for business in Tanzania.

8.5 Clickpesa shall provide an online web portal through which Customers shall have online and real-time visibility to transactions.

8.7 Clickpesa shall have the right at any time during the Agreement period to inspect the Customer's business operations and its outlets to ensure compliance with these terms and conditions and applicable laws by notifying the customer.

8.8 Clickpesa shall notify the Customer and End User of each successful transaction via SMS and or email.

9. LIMITATION OF LIABILITY

9.1 The Customer shall be responsible at all times for maintaining the security of its and its End User's data, and Clickpesa shall bear no liability for loss or damage in part or whole, of such data, to the extent that such loss or damage has been caused or contributed to by the Customer.

9.2 Clickpesa shall not be liable for any indirect, incidental, special or consequential damages or for interrupted communications, lost data, or loss of profits, or economic loss arising out of or in connection with this Agreement, or out of any consequent negligence by the Customer's officers or employees.

9.3 This Agreement does not in any way or form create an agency/principal relationship between the Customer and Clickpesa.

10. INDEMNITY

10.1 You agree to indemnify and hold Clickpesa and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

10.1.1 Your use of Clickpesa payment services;

- 10.1.2 Your breach or violation of any of these Terms;
- 10.1.3 Clickpesa's use of your User Content; or
- 10.1.4 Your violation of the rights of any third party, including Third Party Providers.
- 10.1.5 Your violation of the laws and Regulations governing Anti-Money Laundering and Financing of Terrorism and any other applicable laws and regulations.

11. CHARGEBACK PROCESSING

11.1 There shall be chargeback costs when the customer and/or end user request the process to be nullified. The chargeback costs shall be equivalent to the transaction costs of the total amount available at that particular time.

11.2 Clickpesa shall not charge the customer and or end user for the reasons caused by it.

11.3 The Customer permits Clickpesa to share information about a Chargeback with the End User, the End User's Delivery Channel, and the Customer's financial institution in order to investigate and/or mediate a Chargeback. Clickpesa shall request the necessary information from the Customer to contest the Chargeback.

11.4 If a Chargeback dispute is not resolved in the Customer's favour or the Customer chooses not to contest the Chargeback, Clickpesa shall recover the Chargeback amount and any associated fees from the Customer's electronic payment collections.

11.5 The Customer acknowledges that failure to assist Clickpesa in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) days of the request, may result in an irreversible Chargeback. Clickpesa reserves the right, upon electronic notice to the Customer, to charge a fee for mediating and/or investigating Chargeback disputes.

12. SUSPENSION

12.1 Clickpesa shall not be liable or responsible to the Customer in any manner whatsoever for any failure to perform any of its obligations contained in this Agreement if such failure is by reason of the introduction, imposition or variation of any law or any directive of any authority or any agency or any change in the interpretation or application thereof.

Reasons for Suspension:

- 12.1.1 When Clickpesa fails to provide the service in whole or part whether due to force majeure or introduction, imposition or variation of any law or any directive of any authority or any agency or any change in the interpretation or application thereof.

12.1.2 For the reason of in order to facilitate any repair, modification, maintenance, improvement or remedial works in respect of the system.

12.1.3 When the customer fails to comply with terms and conditions.

12.1.4 When the customer shall be liable to Clickpesa for ay and all direct or indirect losses and damages suffered.

12.1.5 If the customer use anything that infringes or is alleged to infringe on the intellectual property rights of Clickpesa or any third party

13. COPYRIGHT

13.1 All Intellectual Property Rights owned by one Party shall remain vested in such Party, and for clarity, and avoidance of doubt:

13.1.1 The Intellectual Property Rights of the products and services shall be vested in Clickpesa;

13.1.2 Services provided by Clickpesa, all rights of any nature, trade name, documents, drawings and information, including any access codes provided to Customer, and information in Clickpesa database accessed by the End Users and the Customer remain vested in Clickpesa.

14. PREVENTION OF MONEY LAUNDERING AND THE FINANCING OF TERRORISM

14.1 The transfer of funds through the Service which is or which forms part of the proceeds of any crime or which is intended to facilitate, aid or finance the commission of any crime is expressly prohibited.

14.2 Clickpesa shall monitor and report any suspicious activity by the Customer and/or the End Users to its IT and Compliance Officer who may eventually escalate the suspicious activity to the relevant law enforcement authority.

14.3 The Customer shall maintain strict adherence to Clickpesa's Anti-Money Laundering and the financing of terrorism Policy which can be accessed through compliance@clickpesa.com

14.4 Notwithstanding anything to the contrary contained in this Agreement, Clickpesa shall be entitled to forthwith terminate this Agreement in the event that Clickpesa reasonably and in good faith determines that the Customer has breached any of its obligations contained in this clause.

15. PRIVACY POLICY

15.1 Our collection and use of personal information in connection with the Services as provided in [Clickpesa Privacy Policy](#). Clickpesa may provide to a Third Party any necessary information in order to process transactions. The customer may file a complaint to the Personal Data Protection Commission in case of any dispute concerning personal data.

15.2 As part of the normal operation of our Services, we collect, use and, in some cases, disclose information about customer to third parties. Accordingly, we have developed a Privacy Policy in order for you to understand how we collect, use, communicate and disclose and make use of your personal information when you use Clickpesa services;

15.3 Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

15.3.2 We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

15.3.3 We will only retain personal information as long as necessary for the fulfilment of those purposes.

15.3.4 We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the Customer concerned.

15.3.5 Personal information shall be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

15.3.6 We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorised access, disclosure, copying, use or modification.

15.3.8 We may require additional verification or information before accepting any Customer to use Clickpesa services.

15.4 The Customer is solely responsible for the security of data residing on servers owned or operated by Customers or a third party designated by the customer. Customers shall comply with all applicable laws, policies and regulations governing the security, privacy, collection, retention and use by the Customer or End User information including but not limited to financial information, card account numbers and all other personally identifiable End User information. Customers agree to provide notice to End Users that discloses how and why financial information is collected and used, including usage under these terms and conditions.

16. NOTICES

16.1 By providing us your email address or other contact information, such as mobile number, you agree that we may communicate with you electronically to that email address or mobile number as part of the Service and that any communications sent to those addresses will serve as formal notice under this Agreement.

16.2 The Customer shall be responsible for informing Clickpesa of any changes to your contact information as soon as reasonably possible.

17. SEVERABILITY

17.1 If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected.

17.2 In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms.

17.3 These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words “including” and “include” mean “including, but not limited to.”

18. TERM AND TERMINATION

18.1 Either Party may terminate this Agreement, in whole or in part, by giving thirty (30) days' written notice to the other Party prior to such termination.

18.2 Clickpesa may terminate the service immediately.

18.3 If the customer uses or suspected to use the service in furtherance of any unlawful or criminal activity, including without limitation, tax evasion, money laundering or the funding of terrorism activities.

18.4 If it is evident that the business relationship envisaged herein is not commercially and/or operationally viable to Clickpesa due to intermittent use of the service by the customer.

18.5 If the account is idle for a period of 12 months

18.6 When the customer utilises the service outside its permissible purpose.

18.7 Upon termination of this Agreement, Clickpesa's obligation to reimburse the Customer shall cease on the effective Date of such termination and Clickpesa shall not be obliged or bound to make any payment on any transaction completed after the date of termination.

19. FORCE MAJEURE

Neither Party shall be deemed to be in breach of this Agreement for any failure in performance caused by events outside of its reasonable control, to include, but not limited to any act of God, inclement weather, shortage of power, flood, drought, lightning, fire, lockout, trade dispute, labour disturbance, act or omission of government highway authorities, or Mobile Network Operator or other authority, war, military operators, riot etc.

20. CUSTOMER CARE

20.1 You may contact us through our customer care centre lines and other customer care contacts provided on our [website](#).

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

20.3 To help us serve you better bring all relevant details related to the complaint i.e name, date, time, amount transferred etc

20.4 Complaint Process to BOT - If the complaint has not been resolved to your satisfaction within 21 days of rising it with Clickpesa, then you have the right to refer to the Bank of Tanzania in the following flow:

- Step 1 - Upload BOT Complaint Form through <https://www.bot.go.tz>
- Step 2 - Send the form through the following methods: website, phone, fax, hand or email to Financial Consumer Protection Unit of the nearest Bank of Tanzania. (All contacts number and addresses are found in the above website)

20.5 Complaint Process to Personal Data Protection Commission and or Clickpesa- The customer may file a complaint on personal data protection as per laws and regulations of the United Republic of Tanzania.

21. MISCELLANEOUS

21.1 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction then such provision shall be deemed to have been deleted without affecting remaining provision of the terms and condition

21.2 Failure by Clickpesa to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by Clickpesa in writing.

21.3 These terms and conditions shall be read together with the published Clickpesa terms and conditions

22. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall be referred to arbitration as per the Arbitration Act (Cap 15) of the laws of the United Republic of Tanzania.

23. GOVERNING LAW

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of the United Republic of Tanzania.

DECLARATION STATEMENT

I/ we..... hereby declare that all the personal and/or company details, financial details and all supporting documents submitted by me/us in this application is true and correct to the best of my knowledge and belief. I hereby agree to provide any additional information/documentation that may be required. I also note that if any of the above statements are found to be incorrect or false or omitted there from, I am liable to be disqualified and/or accountable.

I have read and understood the contents of the terms and conditions. I hereby permit the Clickpesa to use my details furnished by me in this application so as to comply with the application and transaction formalities.

Customer:

Name:.....

Designation:.....

Signature:.....

Date:.....

Company Seal

Witness:

Name:.....

Designation:.....

Signature:.....

Date:.....