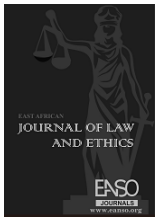
East African Journal of Law and Ethics, Volume 9, Issue 4, 2026
Article DOI: https://doi.org/10.37284/eajle.9.4.6167



East African Journal of Law and Ethics
eajle.eanso.org
Volume 9, Issue 4, 2026
Print ISSN: 2707-532X| Online ISSN: 2707-5338
Title DOI: https://doi.org/10.37284/2707-5338

EAST AFRICAN NATURE & SCIENCE ORGANIZATION

*Original Article*

# A Critical Analysis of the Legal and Ethical Challenges of Digital Lending Applications in Tanzania: A Doctrinal Analysis with Comparative Reference to Nigeria

*Cecilia Mrisho*[1*]

[1] University of Iringa, P. O. Box 200, Iringa, Tanzania.
[*] Author for Correspondence ORCID ID; https://orcid.org/0009-0007-2316-9051; Email: cecymrisho@gmail.com

**Article DOI: https://doi.org/10.37284/eajle.9.4.6167**

**Date Published:**

*02 November 2026*

**Keywords**:

*Digital Lending; Algorithmic Credit Scoring; Financial Consumer Protection; Data Privacy; Bank of Tanzania; Personal Data Protection Commission; Tanzania; Nigeria.*

## ABSTRACT

App-based digital lending has changed how Tanzanians borrow: a loan can be applied for, scored and disbursed on a handset within minutes, with an algorithm in place of the loan officer and the borrower's phone data in place of collateral. This article asks whether Tanzanian law has kept pace with that change. Using doctrinal legal research, it examines the Microfinance Act, Cap 407, its 2019 Non-Deposit Taking Regulations, the Bank of Tanzania's 2024 Guidance Note on Digital Lenders, the Financial Consumer Protection Regulations as amended in 2025, the 2025 Complaints Guidelines and the Personal Data Protection Act, Cap 44. The analysis draws on information asymmetry theory, the vulnerability theory of the consumer, informational self-determination and contextual integrity, and algorithmic accountability. It finds that the reforms of 2019 to 2025 have filled most literal silences in the law, but that the framework retains one legal gap, the absence of any standard for authenticating a guarantor's consent on a mobile interface; four normative gaps, concerning informed guarantor consent, a flat penalty ceiling, the timing and comparability of cost disclosure, and weak explanation and reconsideration rights for automated decisions; two implementation gaps, in unaudited debt recovery and in-app redress; and one coordination gap among the Bank of Tanzania, the Personal Data Protection Commission and the newly designated self-regulatory associations. Nigeria's move from interim guidelines to binding regulations, upheld by its Federal High Court in 2026, shows that converting guidance into enforceable rules is achievable. The article recommends a binding guarantor-verification standard, scaled penalties, pre-application cost disclosure, specified algorithmic disclosure, joint sampled audits and a formal inter-agency memorandum of understanding.

**APA CITATION**

Mrisho, C. (2026). A Critical Analysis of the Legal and Ethical Challenges of Digital Lending Applications in Tanzania: A Doctrinal Analysis with Comparative Reference to Nigeria. *East African Journal of Law and Ethics, 9*(4), 474-488. https://doi.org/10.37284/eajle.9.4.6167.

**CHICAGO CITATION**

Mrisho, Cecilia. 2026. "A Critical Analysis of the Legal and Ethical Challenges of Digital Lending Applications in Tanzania: A Doctrinal Analysis with Comparative Reference to Nigeria". *East African Journal of Abdulswamad Haji Sunnaf Law and Ethics,* 9 (4), 474-488. https://doi.org/10.37284/eajle.9.4.6167.

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

**HARVARD CITATION**
Mrisho, C. (2026). "A Critical Analysis of the Legal and Ethical Challenges of Digital Lending Applications in Tanzania: A Doctrinal Analysis with Comparative Reference to Nigeria", *East African Journal of Law and Ethics*, 9(4), pp. 474-488. doi: 10.37284/eajle.9.4.6167.

**IEEE CITATION**
C. Mrisho, "A Critical Analysis of the Legal and Ethical Challenges of Digital Lending Applications in Tanzania: A Doctrinal Analysis with Comparative Reference to Nigeria", *EAJLE*, vol. 9, no. 4, pp. 474-488, Nov. 2026.

**MLA CITATION**
Mrisho, Cecilia. "A Critical Analysis of the Legal and Ethical Challenges of Digital Lending Applications in Tanzania: A Doctrinal Analysis with Comparative Reference to Nigeria", *East African Journal of Law and Ethics*, Vol. 9, no. 4, Nov. 2026, pp. 474-488, doi:10.37284/eajle.9.4.6167.

## INTRODUCTION

### Background and Context

Credit in Tanzania once required a branch visit, documents and security; digital technology has removed all three for a growing class of loans. The shift began inside the mobile money system that the Bank of Tanzania supervised from the late 2000s and placed on a statutory footing when the National Payment Systems Act came into force in 2015.[1] Loans linked to mobile money wallets followed, beginning with Vodacom's M-Pawa in 2014. From around 2018, a second model emerged: independent applications that a borrower downloads and allows to access the phone's data in order to obtain a short-term loan, without any relationship with a bank or mobile network operator.[2]

The difference matters for regulation. A mobile-money-linked loan runs on a payment rail that the Bank already supervises. An independent app-based lender enters the Bank's supervisory perimeter only because it is licensed as a Tier 2 microfinance service provider under the Microfinance Act. That category was designed for small lending companies and community-based institutions operating from fixed premises, not for scaled, algorithm-driven lenders whose principal asset is data.[3] The Bank acknowledged the mismatch in August 2024 when it issued its first instrument written specifically for these lenders, the Guidance Note on Digital Lenders under Tier 2 Microfinance Service Providers.[4]

### Statement of the Problem

Digital lending makes two substitutions. It replaces the human underwriter with a proprietary scoring model, and it replaces collateral with data: the contact list, call log, messages, location and app usage that a borrower is asked to share at installation. The first raises questions of transparency and contestability; the second raises questions of privacy and, by default, of coercion, since a lender holding a borrower's contacts can shame the borrower before them.

Tanzania does not lack law on these matters. Between 2019 and 2025, the Bank of Tanzania issued regulations, guidance, fee guidelines, consumer protection amendments and complaints guidelines, and the Personal Data Protection Act came into force in 2023. These instruments were made at different times, by different bodies and for different purposes, and none governs the digital lending relationship as a whole. Penalties are not scaled to the size of the lender, scoring models are opaque to both borrowers and regulators, and the most specific prohibitions on abusive debt recovery have not been tested by any audit. This is a familiar pattern in financial technology, where innovation tends to run ahead of the rules meant to govern it and regulators are left supervising data-driven businesses with tools designed for paper-based ones.[5] Kenya's decade

[1] National Payment Systems Act [Cap. 437 R.E. 2023].
[2] Matunda Mpogole, 'The Examination of Consumer Protection and Digital Lending Law and Practice in Tanzania' (2024) 7(1) *East African Journal of Law and Ethics* 172.
[3] Microfinance Act [Cap. 407 R.E. 2023], s 16(1).
[4] Bank of Tanzania, *Guidance Note on Digital Lenders under Tier 2 Microfinance Service Providers, 2024* (August 2024).
[5] Douglas W Arner, Janos Barberis and Ross P Buckley, 'FinTech, RegTech and the Reconceptualization of Financial Regulation' (2017) 37 *Northwestern Journal of International Law and Business* 371.

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

of digital credit, with high and hidden prices, over-indebtedness and abusive collection, shows policy lagging behind the market.[6]

Two qualifications shape the inquiry. First, the 2025 instruments and the guided self-regulatory arrangement are still being implemented. Reported enforcement has consisted of blocking unapproved applications under the Guidance Note, as with sixty-nine applications in November 2024,[7] while press reports in late 2025 still described harassment by unregulated lenders.[8] No reported decision has yet applied the 2025 instruments to a digital lender, so the article assesses rules in the course of implementation, not rules whose effect has been measured. Second, more regulation is not necessarily better. App-based credit reaches borrowers without collateral or credit history, and bank-level compliance costs could drive small lenders out of the market or into unlicensed operation. Each proposed safeguard is therefore tested against the proportionate, risk-based approach of the G20 digital financial inclusion principles, which favours obligations scaled to size and risk over blanket prohibitions or price caps.[9]

Existing Tanzanian scholarship has diagnosed parts of this problem. Mpogole identifies weak enforcement, rather than legislative silence, as the sector's main problem;[10] Njovu draws lessons from Kenya's consolidated digital credit regulation;[11] and Makungu, writing after the 2025 amendments, finds that the framework already prohibits most documented harms but rests too heavily on guidance of limited legal force and lacks any requirement of algorithmic transparency.[12] None classifies the remaining weaknesses by type, to show which can be cured by amending text, which by building capacity and which only by connecting institutions, and none examines the data protection rules on automated decisions in detail. That is this article's contribution.

**Research Objectives and Hypotheses**

The article has three objectives: to evaluate the legal and regulatory framework governing digital lending in Tanzania; to classify the gaps in that framework that affect consumer protection and data privacy; and to assess how far Tanzanian law addresses the ethical implications of algorithmic credit scoring and data-driven debt recovery. The corresponding hypotheses are that the framework is not fully adequate to the consumer protection, data privacy, pricing and redress risks of app-based credit; that its shortcomings consist of identifiable legal, normative, implementation and coordination gaps that impede enforcement; and that Tanzanian law does not adequately address the ethical problems raised by automated scoring and by recovery practices that exploit a borrower's data.

**Methodological Approach and Scope**

The study is doctrinal and library-based.[13] It covers app-based digital lending: short-term consumer credit applied for, assessed and disbursed through a mobile application or web platform, without in-person contact, by a lender licensed or required to be licensed as a Tier 2 microfinance service provider. Wallet-linked loans of banks and mobile network operators appear only for contrast, and peer-to-peer, buy-now-pay-later and crypto-asset credit are excluded. The instruments included are those in force or issued for Mainland Tanzania from 2018 to September 2026 on licensing, pricing, personal

[6] Rafe Mazer and Seth Garz, 'Fast Growth and Slow Policy: A Decade of Digital Credit in Kenya' (2024) 40(1) *Oxford Review of Economic Policy* 82.
[7] Esther Takwa, 'Bank of Tanzania Blocks 69 Unlicensed Loan Apps' *Daily News* (Dar es Salaam, 21 November 2024).
[8] Rosemary Mirondo, 'Public Outcry as Unregulated Online Loan Apps Continue to Harass Borrowers' *The Citizen* (Dar es Salaam, 18 October 2025).
[9] Global Partnership for Financial Inclusion, *G20 High-Level Principles for Digital Financial Inclusion* (GPFI 2016) principle 3.
[10] Mpogole, 'Consumer Protection and Digital Lending'.
[11] Radhia Njovu, 'Digital Lending Regulation in Tanzania: Lessons from Kenya and Policy Insights' (2025) 8(2) *East African Journal of Law and Ethics* 125.
[12] Dominic Karoli Makungu, 'Consumer Protection in Digital Lending in Tanzania: Assessing Legal Adequacy and Operational Compliance Challenges' (2026) 9(3) *East African Journal of Law and Ethics* 432.
[13] Terry Hutchinson and Nigel Duncan, 'Defining and Describing What We Do: Doctrinal Legal Research' (2012) 17(1) *Deakin Law Review* 83, 101.

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

data, automated decisions, recovery or redress, drawn from the Bank of Tanzania and Personal Data Protection Commission websites, the Government Gazette and TanzLII, with the limited case law, including *Riziki Mwitu Kiondo v Vodacom Tanzania PLC*.[14]

The material was analysed in three steps. Each provision was read for its plain meaning in the light of its purpose and coded to one of four risk areas: pricing and disclosure, data and consent, automated decisions, and recovery and redress. It was then compared with the international benchmarks and the Nigerian regulations and tested against practice documented in institutional and secondary sources. Finally, each divergence was classified by the remedy it requires, as a legal, normative, implementation or coordination gap in the sense defined in the theoretical framework. That classification, summarised in Table 1, is the means by which the hypotheses are tested.

Nigeria is preferred to Kenya for reasons of fit rather than proximity. Kenya's regime has already been examined for Tanzania by Njovu, and it rests on primary legislation creating a dedicated licensing category for digital credit providers.[15] Tanzania's question is different: whether a regulator's guidance can become binding subsidiary rules under an existing Act. Nigeria made that move in 2025 against the abuses that paragraph 5.1 of the Guidance Note targets, contact harvesting and third-party shaming, and its regulations have since been upheld in court, which shows how such a conversion fares when contested.

The study has limitations. It covers Mainland Tanzania and states the law as at September 2026. It collects no primary data from borrowers, lenders or regulators, so conclusions about practice rest on documentary and press evidence that may misstate the extent of particular abuses. No court has yet interpreted the 2025 instruments, so their effect is assessed provisionally, and the Nigerian judgment is known through the Commission's releases and reports rather than its full text.

## THEORETICAL AND CONCEPTUAL FRAMEWORK

### Conceptual Definitions

The Guidance Note defines a digital lender as a microfinance service provider carrying out lending activities, from application through approval, disbursement and repayment, through digital channels.[16] This article uses 'app-based credit' for the narrower model in which the borrower deals directly with the lender's own application, as distinct from credit delivered through a mobile money wallet. Algorithmic credit scoring is the use of a computational model, rather than a human officer, to turn data about an applicant into a creditworthiness score or lending decision. Automated decision-making refers to a decision produced by such a model without meaningful human review; a decision nominally approved by an officer who routinely accepts the model's output is treated as automated in substance.

Financial consumer protection denotes the rules that correct imbalances of information, bargaining power and technical understanding between a provider and a retail consumer, built around disclosure, fair treatment, responsible conduct and complaint handling.[17] Data governance refers to the arrangements by which an organisation decides what personal data it collects, how long it keeps it and with whom it shares it; data protection is the narrower body of legal principles, including lawfulness, purpose limitation and minimisation, that those arrangements must satisfy.[18] Finally, a Tier 2 microfinance service provider is a non-deposit-taking institution licensed under the

[14] *Riziki Mwitu Kiondo and 29 Others v Vodacom Tanzania PLC and 2 Others* (Civil Case 153 of 2022) [2023] TZHC 17474.
[15] Central Bank of Kenya (Amendment) Act 2021; Central Bank of Kenya (Digital Credit Providers) Regulations 2022; Njovu, 'Digital Lending Regulation in Tanzania'.
[16] Bank of Tanzania, *Guidance Note on Digital Lenders* para 2.0.
[17] OECD, *G20/OECD High-Level Principles on Financial Consumer Protection* (OECD 2011, revised 2022).
[18] Lee A Bygrave, *Data Privacy Law: An International Perspective* (OUP 2014) 145.

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

Microfinance Act, the category under which every independent app-based lender in Tanzania operates.

## Integrated Theoretical Scaffolding

### *Market Failure and Information Asymmetry Theory*

Akerlof showed that where one party to a transaction knows materially more than the other, and the quality of the product cannot be credibly signalled, the market can fail, because the better-informed party gains by exploiting rather than disclosing its advantage.[19] In digital lending, the asymmetry runs from lender to borrower. The lender holds a score built from data the borrower supplied without knowing how it would be used. Disclosure that a model exists does not correct this, because the asymmetry lies in what the model does rather than in any concealed feature of the product.

### *Vulnerability Theory of the Consumer*

Fineman argues that vulnerability is a universal and constant condition of human life rather than the mark of particular weak groups, and that the measure of a legal order is whether its institutions build resilience against it.[20] Applied here, the question is not whether a particular borrower is naive, but whether the framework protects the ordinary borrower who accepts an application's permissions in seconds and later defaults. A regime assuming that every borrower reads a privacy notice, or that every guarantor understands a disclosure sent through someone else's phone, ignores that vulnerability.

### *Informational Self-Determination and Contextual Integrity*

Informational self-determination holds that individuals are entitled, within limits set by law, to decide when and how far information about them is communicated to others, and Bygrave traces its influence on the consent and purpose-limitation rules of modern data protection statutes.[21] Nissenbaum's theory of contextual integrity refines the point: the wrong lies not in disclosure as such but in a flow of information that breaches the norms of the context in which it was shared.[22] Contacts shared so that an application can function, or so that a lender can assess credit, are not thereby made available for recruiting guarantors without their knowledge or for shaming a borrower to friends and relatives.

### *Algorithmic Accountability and the Black Box Problem*

Pasquale argues that a decision process that cannot be inspected cannot be held to account, whether or not it is fair.[23] Hildebrandt adds that profiling constructs a picture of the person from data patterns they did not intend to disclose for that purpose, which the person can neither see nor contest without technical help.[24] Van Loo supplies the institutional dimension: where a private firm's internal rules become the practical standard for a market and no public body can inspect them, the firm performs a quasi-regulatory function without the accountability of a regulator.[25]

Together these theories yield the four categories used in the analysis. A legal gap exists where the law does not address a practice at all. A normative gap exists where a rule exists, but its substance is inadequate to the risk, as information asymmetry and vulnerability theory predict of disclosure-

[19] George A Akerlof, 'The Market for "Lemons": Quality Uncertainty and the Market Mechanism' (1970) 84 *Quarterly Journal of Economics* 488.

[20] Martha Albertson Fineman, 'The Vulnerable Subject: Anchoring Equality in the Human Condition' (2008) 20 *Yale Journal of Law and Feminism* 1, 8.

[21] Bygrave, *Data Privacy Law* 118.

[22] Helen Nissenbaum, *Privacy in Context: Technology, Policy, and the Integrity of Social Life* (Stanford University Press 2010) 231.

[23] Frank Pasquale, *The Black Box Society: The Secret Algorithms That Control Money and Information* (Harvard University Press 2015) 19, 101.

[24] Mireille Hildebrandt, 'Defining Profiling: A New Type of Knowledge?' in Mireille Hildebrandt and Serge Gutwirth (eds), *Profiling the European Citizen* (Springer 2008) 17.

[25] Rory Van Loo, 'The New Gatekeepers: Private Firms as Public Enforcers' (2020) 106 *Virginia Law Review* 467, 471.

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

based rules. An implementation gap exists where an adequate rule cannot be verified or enforced in practice, the core of the accountability concern. A coordination gap exists where responsibility for one risk is divided among bodies whose mandates do not connect, the institutional concern that Van Loo identifies.

## INTERNATIONAL, REGIONAL AND COMPARATIVE BENCHMARKS

### International Normative Baselines

None of the international instruments examined here binds Tanzania, but together they state the standard against which its domestic rules can be measured. The United Nations Guidelines for Consumer Protection call on states to protect consumers' economic interests and to provide fair, affordable and accessible redress and consumer education.[26] The G20/OECD High-Level Principles apply these ideas to finance, emphasising disclosure, responsible conduct, protection of consumer data and complaint handling that consumers know about and can use without undue cost.[27] The G20 High-Level Principles for Digital Financial Inclusion address digital finance directly and call for a proportionate, risk-based approach that protects consumer data and guards against the risks of automated credit assessment without stifling inclusion.[28] The OECD Recommendation on Consumer Protection in E-Commerce adds that the total cost of an online transaction should be disclosed clearly before the consumer commits.[29] It is the natural benchmark for app-based cost disclosure.

### Continental and Sub-Regional Frameworks

The African Union's Malabo Convention requires parties to establish data protection authorities and to apply principles of lawfulness, purpose limitation and proportionality to personal data processing.[30] Tanzania has neither signed nor ratified it,[31] although the Personal Data Protection Act reflects most of its principles. The East African Community's Legal Framework for Cyberlaws recommends harmonised rules on electronic transactions, data protection and consumer protection among partner states, but does not address digital credit.[32] The African Union's Digital Transformation Strategy for Africa treats digital financial services as a priority and names data governance and regulatory capacity as preconditions for inclusion without harm.[33] None supplies a rule specific enough to govern digital lending.

### Comparative Lesson from Nigeria

Nigeria faced the same abuse in acute form: by 2022, reports of loan applications harassing borrowers and messaging their contacts were widespread. The Federal Competition and Consumer Protection Commission responded with the Limited Interim Regulatory/Registration Framework and Guidelines for Digital Lending 2022, under which registering lenders had to confirm that their applications would not access customers' call logs, contacts or photo galleries.[34] Like Tanzania's Guidance Note today, that instrument was an administrative registration and conduct framework rather than binding subsidiary legislation.

On 21 July 2025, the Commission replaced it with the Digital, Electronic, Online, or Non-Traditional

[26] United Nations Guidelines for Consumer Protection, UNGA Res 70/186 (22 December 2015) Annex.
[27] OECD, *G20/OECD High-Level Principles on Financial Consumer Protection*.
[28] Global Partnership for Financial Inclusion, *G20 High-Level Principles* principle 3.
[29] OECD, *Recommendation of the Council on Consumer Protection in E-Commerce* (OECD 2016).
[30] African Union Convention on Cyber Security and Personal Data Protection (adopted 27 June 2014, entered into force 8 June 2023) arts 11 and 13.
[31] African Union, 'List of Countries which have Signed, Ratified/Acceded to the African Union Convention on Cyber Security and Personal Data Protection' (8 July 2024).
[32] East African Community, *EAC Legal Framework for Cyberlaws: Phase II* (EAC 2011).
[33] African Union, *The Digital Transformation Strategy for Africa (2020–2030)* (African Union 2020).
[34] Federal Competition and Consumer Protection Commission, *Limited Interim Regulatory/Registration Framework and Guidelines for Digital Lending, 2022* (FCCPC 2022).

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

Consumer Lending Regulations 2025, made under sections 17, 18 and 163 of the Federal Competition and Consumer Protection Act 2018. The Regulations require registration of all digital lenders, clear disclosure of loan terms, ethical recovery free of harassment and compliance with data protection law, and they provide for fines of up to one hundred million naira or one per cent of turnover and for disqualification of directors for up to five years.[35] Industry resistance followed. An association of service providers obtained an interim order halting implementation in April 2026, but on 20 July 2026 the Federal High Court in Lagos dismissed the challenge, held that the Regulations were within the Commission's powers and discharged the order.[36] Two lessons follow. Converting digital lending guidance into binding regulation is achievable in a comparable African market, and turnover-based penalties are workable; but the conversion will be contested in court, which makes a clear statutory basis essential.

## MAPPING THE DOMESTIC LEGAL AND INSTITUTIONAL ARCHITECTURE IN TANZANIA

### Statutory Financial and Microfinance Framework

The Bank of Tanzania Act makes the Bank responsible for the soundness of the financial system and for licensing and supervising financial institutions.[37] Digital lenders are not named in it. They fall under the Microfinance Act, enacted in 2018 as Act No. 10 of 2018, which divides microfinance business into tiers and requires Tier 2 providers to be licensed by the Bank.[38] The Electronic Transactions Act confirms the validity of an agreement concluded within an application, so the question is whether its terms were fairly disclosed and obtained.[39]

The Microfinance (Non-Deposit Taking Microfinance Service Providers) Regulations 2019 are the principal subsidiary instrument.[40] Three of their provisions matter most here. Regulation 39(2) requires the loan agreement to state the nominal annual interest rate, all fees, the method of computing interest and the effective annual interest rate including all fees. Regulation 55 requires the lender to give a guarantor a written statement of liability, signed by the guarantor. Regulation 56 requires fourteen days' written notice before recovery begins and forbids the lender to harass, abuse or oppress a borrower, a guarantor or any other person in recovering a debt.[41] Regulation 60(1)(h) empowers the Bank to impose a penalty of between five hundred thousand and five million shillings for non-compliance.[42] The Regulations predate the app-based model, and draft replacement regulations circulated for consultation in 2025 focus on licensing, capital and governance rather than on digital conduct.[43]

The 2024 Guidance Note, issued under the Bank's mandate in section 12 of the Microfinance Act, fills much of that space. A licensed provider must obtain the Bank's no-objection before offering digital loans, and its application must include a certificate of registration with the Personal Data Protection Commission.[44] The platform must display interest rates, fees, late-payment penalties, payment frequency, loan limits and tenure before

[35] Digital, Electronic, Online, or Non-Traditional Consumer Lending Regulations 2025 (Nigeria); Federal Competition and Consumer Protection Commission, 'Digital Lending: FCCPC Tackles Abuses, Issues Landmark Regulations'* (Press Release, 3 September 2025)<https://www.fccpc.gov.ng/media/press-releases/digital-lending-fccpc-tackles-abuses-issues-landmark-regulations/> accessed 13 October 2026.

[36] *Wireless Application Service Provider Association of Nigeria v Federal Competition and Consumer Protection Commission* (Federal High Court, Lagos, Suit No FHC/L/CS/760/2026, 20 July 2026).

[37] Bank of Tanzania Act [Cap. 197 R.E. 2023].

[38] Microfinance Act [Cap. 407 R.E. 2023], ss 12 and 16(1).

[39] Electronic Transactions Act [Cap. 442 R.E. 2023].

[40] Microfinance (Non-Deposit Taking Microfinance Service Providers) Regulations 2019, GN No 679 of 2019.

[41] Ibid, regs 39(2), 55 and 56(2).

[42] Ibid, reg 60(1)(h).

[43] Tenda Msinjili, 'An Overview of Tanzania's Microfinance Regulations: Key Changes for Non-Deposit Taking Microfinance Service Providers' (Clyde & Co, 9 April 2025)<https://www.clydeco.com/en/insights/2025/04/an-overview-of-the-microfinance-regulations-2025> accessed 13 October 2026.

[44] Bank of Tanzania, *Guidance Note on Digital Lenders* paras 4.1 and 4.3(e).

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

a borrower applies.[45] Paragraph 5.1 lists prohibited practices. Among them, a lender may not use its platform to access customers' contact lists, call logs, messages, photographs or social media accounts for identity verification or delinquency management; its collectors may not access a customer's phone book to message contacts about missed payments, use obscene language to the customer's references or contacts, or post the customer's personal information online; and it may not use guarantors without a mechanism to seek and obtain the guarantor's consent and to issue a written statement of liability.[46] The Bank's Guidelines on Fees and Charges for Microfinance Service Providers, issued in July 2024, separately require fees to be reasonable, disclosed in the loan agreement and limited, in the case of third-party charges, to their actual cost.[47]

**Data Protection and Redress Regimes**

The Personal Data Protection Act, enacted as Act No 11 of 2022, applies to every digital lender as a data controller and requires personal data to be collected for a specified, lawful purpose and processed fairly.[48] Three of its provisions bear directly on algorithmic lending. Section 33(1)(c) entitles a data subject, where automated processing is the sole basis for a decision significantly affecting them, to be informed of the logic involved in that decision. Section 36 allows a data subject to require that significant decisions are not based solely on automated processing and, where one is made, to be notified and to ask for reconsideration. Section 36(3), however, disapplies these protections where the decision is taken in entering into or performing a contract, is authorised by law, or rests on the data subject's consent.[49] Transfers of personal data abroad are governed by sections 31 and 32 and require a permit from the Commission.[50] The Commission may issue enforcement notices and impose penalties of up to one hundred million shillings.[51]

The Bank of Tanzania (Financial Consumer Protection) Regulations 2019 apply to all providers the Bank supervises, including Tier 2 lenders.[52] Amendments made in May 2025 set maximum complaint-resolution periods, including fourteen days for credit facilities, prohibit abusive recovery practices such as harassment and coercion, make the reducing-balance method compulsory for calculating interest, require fees and rates to be disclosed before a transaction and published quarterly, and allow the Bank to impose a penalty of one million shillings for each day of non-compliance with its decisions.[53] The Guidelines for Handling Financial Consumer Complaints 2025, made under regulation 50 of the 2019 Regulations, oblige providers to acknowledge complaints immediately, to tell a dissatisfied complainant to take the complaint to the Bank, and to display the appeal procedure; escalation is through the Bank's SEMA NA BOT website, mobile application, toll-free line and chatbot.[54]

**Institutional Governance**

Four institutions share responsibility. The Bank of Tanzania licenses lenders, issues their conduct rules and receives escalated complaints, but has no mandate over data protection. The Personal Data Protection Commission registers controllers, receives data subjects' complaints and enforces the Act, but has no mandate over lending conduct. In August 2025, the Bank designated the Tanzania Association of Microfinance Institutions and the Tanzania Microfinance Institutions Union as Guided Self-Regulatory Institutions, required every Tier 2 provider to join one of them within

[45] Ibid, para 3.1(f).
[46] Ibid, paras 5.1(b), 5.1(f) and 5.1(o).
[47] Bank of Tanzania, *Guidelines on Fees and Charges for Microfinance Service Providers, 2024* (16 July 2024).
[48] Personal Data Protection Act [Cap 44 R.E. 2023].
[49] Ibid, ss 33(1)(c) and 36.
[50] Ibid, ss 31–32; Personal Data Protection (Personal Data Collection and Processing) Regulations 2023, GN No 449C of 2023, reg 20.
[51] Personal Data Protection Act [Cap 44 R.E. 2023], ss 45 and 47.
[52] Bank of Tanzania (Financial Consumer Protection) Regulations 2019, GN No 884 of 2019.
[53] Bank of Tanzania (Financial Consumer Protection) (Amendment) Regulations 2025, GN No 298 of 2025.
[54] Bank of Tanzania, *Guidelines for Handling Financial Consumer Complaints, 2025*, cls 9(2), 21(3) and 25.

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

six months, and delegated to them the promotion and enforcement of good market conduct and the resolution of disputes among members, while retaining licensing and overall oversight.[55] The courts remain a last resort: *Riziki Mwitu Kiondo* shows that disputes arising from mobile-linked financial services reach the High Court as ordinary civil claims, but the decision does not address scoring, guarantor consent or data harvesting, and reported litigation on app-based lending remains sparse.[56]

## CRITICAL ANALYSIS OF LEGAL, NORMATIVE, IMPLEMENTATION AND COORDINATION GAPS

### Classification of Identified Regulatory Gaps

Table 1 summarises the classification developed below.

**Table 1: Classification of Gaps in the Tanzanian Digital Lending Framework**

| Area | Governing provisions | Type of gap | Nature of the shortfall |
|---|---|---|---|
| Digital verification of guarantor consent | Regs 2019, reg 55; Guidance Note para 5.1(o) | Legal | No standard for authenticating identity or consent on a mobile interface |
| Quality of guarantor consent | Reg 55; para 5.1(o) | Normative | No plain-language, independent disclosure of liability and data use |
| Penalties | Reg 60(1)(h) | Normative | Flat TZS 500,000–5,000,000 range, unrelated to portfolio size |
| Cost disclosure | Reg 39(2)(d); para 3.1(f); GN 298 of 2025 | Normative | Effective annual rate not shown before application; no prescribed short-tenor method. |
| Explanation and reconsideration | PDPA ss 33(1)(c), 36 | Normative | Content of explanation unspecified; no time limit or review standard; contract exception |
| Debt recovery | Reg 56(2); para 5.1(b), (f); GN 298 of 2025 | Implementation | Precise prohibitions, but no technical audit of application conduct |
| In-app redress | Complaints Guidelines 2025, cls 9, 21, 25 | Implementation | Escalation notice unverified in lender-operated channels |
| Supervisory architecture | BoT; PDPC; TAMFI/TAMIU (2025 Notice) | Coordination | No duty to share findings after licensing, including on transfer permits |

*Source: Author's analysis of the instruments cited.*

### Legal Gap

Only one matter is untouched by Tanzanian law. Regulation 55 requires a guarantor's signed statement of liability and paragraph 5.1(o) of the Guidance Note requires a mechanism to obtain the guarantor's consent, but no instrument says how the guarantor's identity, signature or consent is to be verified when the whole transaction takes place inside the borrower's application.[57] A lender can therefore treat a name chosen from the borrower's contact list, and a confirmation entered on the borrower's own device, as satisfying both provisions. The gap is narrow but serious, because guarantee makes a person who may never have dealt with the lender legally liable without any rule on how that liability is authenticated.

[55] Bank of Tanzania, 'Introduction of a Guided Self-Regulatory Approach for Tier II Microfinance Service Providers'* (Public Notice, 7 August 2025)<https://www.bot.go.tz/Adverts/PressRelease/en/20250807134748 74.pdf> accessed 13 October 2026.

[56] *Riziki Mwitu Kiondo* [2023] TZHC 17474.

[57] Microfinance (Non-Deposit Taking) Regulations, reg 55; Bank of Tanzania, *Guidance Note on Digital Lenders* para 5.1(o).

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

**Normative Gaps**

Four rules exist but are inadequate in substance. The first concerns the quality of guarantor consent. Even where identity is verified, neither instrument requires that the guarantor be told, in terms they can understand and through a channel the borrower does not control, what the guarantee commits them to and how their own personal data will be used.

The second is the penalty in regulation 60(1)(h). A maximum of five million shillings, applied equally to a minor lapse and to systematic contact harvesting affecting thousands of borrowers, is unlikely to deter a scaled lender, for whom it is a cost of doing business. Other instruments allow larger sanctions, including the daily penalty under the 2025 Financial Consumer Protection amendments and penalties of up to one hundred million shillings under the Data Protection Act, but none is linked to the size of the lender's portfolio, and the microfinance penalty that most directly governs lending conduct remains flat. Nigeria's turnover-based ceiling shows the alternative.

The third concerns cost disclosure. Regulation 39(2)(d) already requires the loan agreement to state an effective annual interest rate inclusive of fees, and the 2025 amendments require reducing-balance calculation and pre-transaction disclosure of rates and fees. The weakness lies in timing and comparability. The Guidance Note's pre-application display lists the interest rate, fees and penalties separately but does not require the effective annual rate to be shown before the borrower applies,[58] and no instrument prescribes how that rate is to be computed for loans of seven, fourteen or thirty days. A borrower who sees a 'ten per cent' charge on a two-week loan is not told, at the moment of choice, that its annualised cost is several times that of bank credit. Tanzania has chosen not to cap microfinance interest rates, relying instead on disclosure, competition and the control of fees. That is defensible, since caps can push lenders out of the small-loan market, but it raises the stakes of disclosure: borrowers must be able to compare prices before they commit, and separately listed charges on a short-tenor loan do not allow them to do so.

The fourth concerns automated decisions. Section 33(1)(c) does not say what an account of 'the logic involved' must contain, so a lender may satisfy it by saying that an automated model assessed account and behavioural data, without naming the data categories used or their relative weight. Section 36 sets no time limit for reconsideration and no standard for the reviewer. More fundamentally, section 36(3) excludes decisions taken in entering into a contract, which on its face covers every credit decision, so the protection may not apply to digital credit at all.

**Implementation Gaps**

Two rules are adequate on paper but unverified in practice. Debt recovery is the clearer case. Regulation 56(2), the 2025 amendments and paragraph 5.1 of the Guidance Note together prohibit harassment of any person, access to contact lists and call logs for delinquency management, messages to a borrower's contacts and the posting of personal information online. The rules are precise, but compliance depends on what an application's code does: the permissions it requests, what it uploads and how its collection systems behave. No published instrument provides for technical audit of that code, and the Bank's supervisory model of periodic returns and on-site inspection was built for institutions whose conduct can be observed on paper. Secondary reporting indicates that complaints of contact shaming persist despite the prohibition.[59]

Redress is the second case. The 2025 Complaints Guidelines require a provider to tell a dissatisfied complainant of the right to go to the Bank. For an app-based borrower, however, the provider's in-app support channel is usually the only point of contact, and it is operated by the party against

[58] Bank of Tanzania, *Guidance Note on Digital Lenders* para 3.1(f).

[59] Mpogole, 'Consumer Protection and Digital Lending'; Makungu, 'Consumer Protection in Digital Lending in Tanzania'.

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

whom escalation would run. Whether those channels in fact give the required information has not been verified on the public record.

### Institutional-Coordination Gap

The Guidance Note links the Bank and the Commission at a single point: the applicant must produce a certificate of registration with the Commission. After that, no instrument requires either body, or the self-regulatory associations, to inform the others of a finding relevant to their mandates. A lender may hold a valid license and no-objection from the Bank, be a member in good standing of its association, and be harvesting contacts in breach of the Data Protection Act, without any one body seeing all three facts. A complaint combining abusive recovery with data misuse has no single institutional home. The cross-border dimension shows the same pattern: the Commission grants transfer permits under section 32, but the Bank, which licenses the foreign-owned lenders that most need them, is not told whether a permit exists. This is the condition Van Loo describes, in which a lender's own policy becomes the operative rule because no public body is positioned to see the whole of its conduct.

## ETHICAL ASSESSMENT OF ALGORITHMIC SCORING AND DATA-DRIVEN DEBT RECOVERY

### Algorithmic Credit Scoring and Automated Decision-Making

The opacity of digital credit scoring operates at two levels. For the borrower, the score is a black box: the application decides, and the borrower cannot tell which data produced the result. The regulator fares little better. The Guidance Note's application form asks only whether the lender employs credit scoring techniques, to be answered yes or no.[60] It does not ask what data the model uses, how variables are weighted or how the model is tested for error or bias, and no instrument requires the lender to submit that information later. Pasquale's concern therefore applies to the supervisor as well as to the supervised.

The explanation right in section 33(1)(c) is the main legal answer to borrower-level opacity, and it is substantively thin. As Hildebrandt's account of profiling suggests, a borrower told only that 'an automated model assessed your data' cannot identify, let alone contest, the inference behind a refusal. Tanzanian law prescribes no minimum content, such as the principal data categories and their significance, so a lender can satisfy section 33 while leaving the borrower uninformed.

The reconsideration right under section 36 shows the gap between formal and meaningful review. An officer who confirms the model's output without independent assessment satisfies the text while defeating its purpose, and the section sets no time limit or standard of review. The two rights depend on each other: a borrower given only a generic description cannot point to an error worth reconsidering. The contract exception in section 36(3) compounds both problems. If credit decisions fall within it, the borrower's only protection against a wholly automated refusal is whatever the lender chooses to offer. Measured against the accountability standard, the present position is formally adequate and substantively weak.

Opacity also conceals a fairness question Tanzanian law does not address. Scoring models built on alternative data, such as airtime top-ups, the size and composition of a contact list, the type of handset or the regularity of mobile money activity, may reproduce existing disadvantage. Rural, female, younger or less connected borrowers may score lower for reasons unrelated to capacity to repay, and comparable markets suggest the risk is real.[61] The Personal Data Protection Act addresses whether data are lawfully collected and whether a decision may be explained, but no Tanzanian instrument requires a lender to test its model for discriminatory effect or to show the Bank that it has done so. Because

[60] Bank of Tanzania, *Guidance Note on Digital Lenders*, Annexure 2, pt II, item 9.

[61] Mazer and Garz, *'Fast Growth and Slow Policy'*.

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

neither borrower nor regulator can see the model, bias is unlikely to surface through complaints.

### Data-Driven Debt Recovery Practices

Contact-list harvesting is a textbook breach of contextual integrity. Contacts shared so that an application can function, or at most to verify identity or assess credit, move into a context with entirely different norms when used to recruit guarantors without their knowledge or to tell a borrower's employer, family and friends of a default. The harm falls also on third parties who never dealt with the lender and whose data was taken from someone else's phone. On this point, Tanzanian rules are ethically well aimed: the Guidance Note forbids the practice outright, without any exception for prior consent, reflecting a judgement that consent given for credit assessment cannot be stretched to cover shaming.

The difficulty, as the implementation analysis shows, is observance. Fineman's theory explains why this matters most at default. A borrower who has missed a payment is at heightened vulnerability, financially exposed and often ashamed, precisely when contact shaming does most damage and an unaudited prohibition protects least.

Lenders sometimes rely on the borrower's acceptance of the application's terms at installation. That defence fails on three grounds. The guarantor or contact whose information is used is not a party to those terms at all. Even for the borrower, accepting boilerplate permissions to obtain urgent credit is not the considered choice that could correct the asymmetry Akerlof describes. And where the lender's own terms, rather than a public rule, govern how guarantors and contacts are treated, the lender has written the rule it is then asked to obey, the displacement of public accountability that Van Loo warns against. Ethical adequacy therefore requires standards that are set and verified externally, not merely agreed to by the borrower.

## CONCLUSION AND STRATEGIC POLICY RECOMMENDATIONS

Tanzania's digital lending framework is substantially present but unevenly effective. The reforms of 2019 to 2025 have closed most literal silences, so the first hypothesis is confirmed only in part: the framework is not absent, but it is not yet adequate in substance or enforcement. The second hypothesis is confirmed. The remaining weaknesses fall into one legal gap, four normative gaps, two implementation gaps and one coordination gap, and each type calls for a different response. The third hypothesis is also confirmed. Tanzanian law states sound ethical principles on contact harvesting and debt shaming, but its rules on automated decisions are thin, may not apply to credit decisions at all, and none of its debt recovery prohibitions is verified in practice. The recommendations follow the classification, so that each remedy matches its gap.

### Closing the Legal Gap

The Bank of Tanzania should make a binding regulation, rather than further guidance, setting a minimum standard for verifying guarantor consent. At the least, it should require independent confirmation of the guarantor's identity and consent through a channel the borrower does not control, such as a one-time code sent to the guarantor's own registered number, together with a record of that confirmation retained for inspection. The replacement Non-Deposit Taking Regulations now in preparation offer a ready vehicle. As Nigeria's experience shows, the rule should rest on an express statutory power so that it can withstand challenge.

### Closing Normative Gaps

Regulation 60(1)(h) should be amended so that the maximum penalty for conduct breaches is linked to the lender's loan portfolio or turnover, with the present floor retained for minor lapses. The pre-application display required by paragraph 3.1(f) of the Guidance Note should include the effective annual rate already required in the loan agreement by regulation 39(2)(d), computed by a method that

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

the Bank prescribes for short-tenor loans, so that borrowers can compare offers at the moment of choice. Regulation 55 and paragraph 5.1(o) should require a plain-language statement to the guarantor of the extent of liability and of the use to be made of the guarantor's personal data. The Personal Data Protection Commission should issue guidance specifying the minimum content of an explanation under section 33(1)(c) for credit decisions, namely the principal categories of data used and their relative significance, and setting a time limit and an independent standard for reconsideration under section 36. Parliament should consider qualifying the contract exception in section 36(3) for consumer credit decisions.

**Closing Implementation Gaps**

The Bank, the Commission and the two self-regulatory associations should establish a program of joint, periodic, sampled audits. Each audit would test a selection of licensed applications for the permissions they request and the data they transmit, review collection scripts and messaging logs against Regulation 56 and paragraph 5.1 of the Guidance Note, and check that in-app support channels inform complainants of their right to escalate to the Bank. The associations, which hold the membership relationship with lenders, can carry much of this work, with the Bank and the Commission setting the technical standard and receiving the results. The no-objection application should also require a lender to describe, in confidence, the data categories its scoring model uses and to confirm periodically that the model has been tested for error and discriminatory effect.

The order in which these measures are taken matters. The audit program and the memorandum of understanding depend on capacity that the Bank, the Commission and the associations must first build, including staff able to examine application code and data flows. The binding guarantor standard and the scaled penalty can be introduced through the replacement Regulations without waiting for that capacity. The disclosure and explanation standards can be issued as guidance in parallel. Tougher sanctions introduced before regulators can detect breaches would be strong on paper and idle in practice, the very weakness identified here.

**Closing the Institutional-Coordination Gap**

The Bank, the Commission, the Tanzania Association of Microfinance Institutions and the Tanzania Microfinance Institutions Union should conclude a formal memorandum of understanding requiring each to notify the others of any finding against a digital lender that bears on another's mandate, including the grant or refusal of cross-border transfer permits, and providing for a shared record of each lender's licensing status, association standing and data protection compliance. The aim is to connect the existing regulators, not to create a new one. Further research should assess, once the self-regulatory framework has completed its first full years of operation, whether it has changed lender conduct in practice, and should gather borrowers' own experience of scoring and recovery, which this doctrinal study could not capture.

**BIBLIOGRAPHY**

**Legislation and Subsidiary Legislation (Tanzania)**

Bank of Tanzania Act [Cap 197 R.E. 2023].

Bank of Tanzania (Financial Consumer Protection) Regulations 2019, GN No 884 of 2019.

Bank of Tanzania (Financial Consumer Protection) (Amendment) Regulations 2025, GN No 298 of 2025.

Electronic Transactions Act [Cap 442 R.E. 2023].

Microfinance Act [Cap 407 R.E. 2023].

Microfinance (Non-Deposit Taking Microfinance Service Providers) Regulations 2019, GN No 679 of 2019.

National Payment Systems Act [Cap 437 R.E. 2023].

Personal Data Protection Act [Cap 44 R.E. 2023].

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

Personal Data Protection (Personal Data Collection and Processing) Regulations 2023, GN No 449C of 2023.

**Legislation and Subsidiary Legislation (Kenya)**

Central Bank of Kenya (Amendment) Act 2021.

Central Bank of Kenya (Digital Credit Providers) Regulations 2022.

**Legislation and Subsidiary Legislation (Nigeria)**

Digital, Electronic, Online, or Non-Traditional Consumer Lending Regulations 2025.

**Cases**

*Riziki Mwitu Kiondo and 29 Others v Vodacom Tanzania PLC and 2 Others* (Civil Case 153 of 2022) [2023] TZHC 17474.

*Wireless Application Service Provider Association of Nigeria v Federal Competition and Consumer Protection Commission* (Federal High Court, Lagos, Suit No FHC/L/CS/760/2026, 20 July 2026).

**International and Regional Instruments**

African Union Convention on Cyber Security and Personal Data Protection (adopted 27 June 2014, entered into force 8 June 2023).

African Union, *The Digital Transformation Strategy for Africa (2020–2030)* (African Union 2020).

East African Community, *EAC Legal Framework for Cyberlaws: Phase II* (EAC 2011).

Global Partnership for Financial Inclusion, *G20 High-Level Principles for Digital Financial Inclusion* (GPFI 2016).

OECD, *G20/OECD High-Level Principles on Financial Consumer Protection* (OECD 2011, revised 2022).

OECD, *Recommendation of the Council on Consumer Protection in E-Commerce* (OECD 2016).

United Nations Guidelines for Consumer Protection, UNGA Res 70/186 (22 December 2015)

**Regulatory Guidance and Notices**

Bank of Tanzania, *Guidance Note on Digital Lenders under Tier 2 Microfinance Service Providers, 2024* (August 2024).

Bank of Tanzania, *Guidelines for Handling Financial Consumer Complaints, 2025.*

Bank of Tanzania, *Guidelines on Fees and Charges for Microfinance Service Providers, 2024* (16 July 2024).

Bank of Tanzania, 'Introduction of a Guided Self-Regulatory Approach for Tier II Microfinance Service Providers' (Public Notice, 7 August 2025) <https://www.bot.go.tz/Adverts/PressRelease/en/2025080713474874.pdf> accessed 13 October 2026.

Federal Competition and Consumer Protection Commission, *Limited Interim Regulatory/Registration Framework and Guidelines for Digital Lending, 2022* (FCCPC 2022).

**Books and Chapters in Books**

Bygrave LA, *Data Privacy Law: An International Perspective* (OUP 2014).

Hildebrandt M, 'Defining Profiling: A New Type of Knowledge?' in Hildebrandt M and Gutwirth S (eds), *Profiling the European Citizen* (Springer 2008).

Nissenbaum H, *Privacy in Context: Technology, Policy, and the Integrity of Social Life* (Stanford University Press 2010).

Pasquale F, *The Black Box Society: The Secret Algorithms That Control Money and Information* (Harvard University Press 2015).

**Journal Articles**

Akerlof GA, 'The Market for "Lemons": Quality Uncertainty and the Market Mechanism' (1970) 84 *Quarterly Journal of Economics* 488.

 This work is licensed under a Creative Commons Attribution 4.0 International License.

Article DOI: https://doi.org/10.37284/eajle.9.4.6167

Arner DW, Barberis J and Buckley RP, 'FinTech, RegTech and the Reconceptualization of Financial Regulation' (2017) 37 *Northwestern Journal of International Law and Business* 371.

Fineman MA, 'The Vulnerable Subject: Anchoring Equality in the Human Condition' (2008) 20 *Yale Journal of Law and Feminism* 1.

Hutchinson T and Duncan N, 'Defining and Describing What We Do: Doctrinal Legal Research' (2012) 17(1) *Deakin Law Review* 83.

Makungu DK, 'Consumer Protection in Digital Lending in Tanzania: Assessing Legal Adequacy and Operational Compliance Challenges' (2026) 9(3) *East African Journal of Law and Ethics* 432.

Mazer R and Garz S, 'Fast Growth and Slow Policy: A Decade of Digital Credit in Kenya' (2024) 40(1) *Oxford Review of Economic Policy* 82.

Mpogole M, 'The Examination of Consumer Protection and Digital Lending Law and Practice in Tanzania' (2024) 7(1) *East African Journal of Law and Ethics* 172.

Njovu R, 'Digital Lending Regulation in Tanzania: Lessons from Kenya and Policy Insights' (2025) 8(2) *East African Journal of Law and Ethics* 125.

Van Loo R, 'The New Gatekeepers: Private Firms as Public Enforcers' (2020) 106 *Virginia Law Review* 467.

**Online Sources**

African Union, 'List of Countries which have Signed, Ratified/Acceded to the African Union Convention on Cyber Security and Personal Data Protection' (8 July 2024).

Federal Competition and Consumer Protection Commission, 'Digital Lending: FCCPC Tackles Abuses, Issues Landmark Regulations' (Press Release, 3 September 2025) <https://www.fccpc.gov.ng/media/press-releases/digital-lending-fccpc-tackles-abuses-issues-landmark-regulations/> accessed 13 October 2026.

Msinjili T, 'An Overview of Tanzania's Microfinance Regulations: Key Changes for Non-Deposit Taking Microfinance Service Providers' (Clyde & Co, 9 April 2025) <https://www.clydeco.com/en/insights/2025/04/an-overview-of-the-microfinance-regulations-2025> accessed 13 October 2026.

**Newspaper Articles**

Mirondo R, 'Public Outcry as Unregulated Online Loan Apps Continue to Harass Borrowers' *The Citizen* (Dar es Salaam, 18 October 2025).

Takwa E, 'Bank of Tanzania Blocks 69 Unlicensed Loan Apps' *Daily News* (Dar es Salaam, 21 November 2024).

 This work is licensed under a Creative Commons Attribution 4.0 International License.