

dfcu BANK LIMITED

E-banking Terms of use

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS FORM A BINDING CONTRACT BETWEEN YOURSELF AND dfcu BANK LIMITED AT THE TIME OF REGISTERING, ACCESSING AND USING THE e-banking SERVICES. IF IN DOUBT AS TO THE MEANING OF THESE TERMS OF USE, PLEASE SEEK INDEPENDENT PROFESSIONAL ADVISE.

1. DEFINITIONS

In these terms and conditions, the following shall have the meaning assigned to them as herein below: -

1.1. 'e-banking services' means the electronic banking services or Services offered by **dfcu** Bank that allow access and transactions on your Account using internet banking, mobile banking, Unstructured Supplementary Service data (USSD), computer applications or any other electronic channels.

1.2. 'Business Day' means any day in which the Bank is open for business in Uganda.

1.3. 'Cut-off time' means the time after which transactions will be accounted for on the next Business Day.

1.4 'Other channels or products' means and includes all services or products offered by the bank as set out in the **dfcu standard terms and conditions**.

1.5 'Terms of use' shall mean; these terms , and any other terms upon which **dfcu** Bank offers e-banking services and include tariffs, pricelists or tariff guides issued by **dfcu** Bank from time to time. These terms of use are applicable to companies, corporate entities, NGOs, CBOs, Saccos, individual Customers and any other legal entities by law established.

For purposes of this document, "we", "us", "our" or "Bank" means **dfcu** bank,

its affiliates, shareholders, employees, consultants and agents. "You", "Your" or "Yourself" means a customer of dfcu Bank that is registered for, accesses or uses the e-banking service.

2. AGREEMENT

2.1. The customer agrees that the Terms of use set out hereunder shall apply to the use of the e-banking services. The customer accepts to be bound by the Conditions, and instructions in force from time to time.

2.2. This Agreement shall come to effect at the time of registering for the electronic banking services and shall remain in force until termination by either of the parties.

2.3. In the event of conflict between the Terms of use herein and the **dfcu standard terms and conditions**, the provisions of this Agreement shall prevail.

3. VARIATION OF THE TERMS OF USE

The Terms contained in this Agreement may be varied by **dfcu** Bank from time to time provided always that dfcu bank shall notify you through media or your last known address 30 days prior to effecting the variations.

4. BANK RESPONSIBILITIES

4.1. Subject to the Terms of use of this agreement and any other laws and bank policies in force, the Bank shall provide e-banking services to the Customer and act on the instructions received from the Customer.

4.2. An instruction is deemed to be received by the Bank once you receive confirmation but in the event that confirmation has not been transmitted, please do not re-send the same instruction before checking your account statements and or contacting our Customer Contact Centre. This helps to avoid duplicated instructions for which the bank will not be held liable.

4.3. The Bank may not inquire into the authority of any person using your assigned credentials as It will at all times be assumed that transactions initiated using your credentials and access codes are initiated by yourself.

4.4 The Bank is hereby authorized to give effect to your instructions including debiting Your Account with the amount of the transaction effected via the e-banking services, provided funds are available.

4.5 The Bank shall not be obliged to verify funds transfer details or the destination account numbers, party names or the amounts involved in any instruction, or inquire into the ability, competence, or extent of authority of any person to use its e-banking system. All data, document or information transmitted to the Bank is assumed to be correct. The Bank should immediately be advised of any errors or discrepancies by the customer.

4.6. The Bank shall not be obliged to honour Instructions received via the e-banking services, unless sufficient cleared funds are available on the Account, from which the instruction has been initiated , or prior arrangements have been made with the Bank to overdraw the account and for which case a limit must have been allocated to the said Account.

Note: Subject to 4.6 above, any Instructions that overdraw an account will only be honoured if the assigned limit is not exhausted.

4.7 Once the Bank has received and implemented an instruction given via the e-banking services, you shall not be entitled to countermand such instructions.

4.8 The Bank shall levy fees, charges or penalties from time to time for the use, misuse, default upon, repair or restoration of its services or incur any expense necessary to carry out any KYC or comply with any regulatory or legal requirements.

4.9 The Bank shall be indemnified or defray from any funds available on any account of the Customer the costs of litigation, legal demands or any loss that the Bank may suffer in the process of effecting instructions of the Customer.

4.10. Any instructions received by the Bank after the applicable cut-off time may be treated as received by the Bank on its next Business Day.

4.11. You have a right to change your credentials/access codes from time to time or you may request us to disable your access code especially if you suspect that it has been compromised or wrongly accessed by a third party.

Once you notify us to disable an access code we are entitled to:

- a) Reject all instructions received after such notification;
- b) Suspend the processing of all instructions not yet executed;
- c) Reverse (if possible) all executed transactions with effect from such date and time as we may reasonably determine the unauthorized use to have commenced;
- d) Deactivate the access code without further notice;

4.12 The bank will act on requests / notice to deactivate / disable an access code or any system credentials and once confirmed as received, the Bank may reject all instructions received after such notification, suspend the processing of all instructions not yet executed, reverse (if possible) all executed transactions with effect from such date and time as may reasonably apply to the unauthorized use, and deactivate the access code.

5. CUSTOMER RESPONSIBILITIES

5.1. Depending on the availed dfcu applications / e-banking platform, you may be assigned with a one-time password (OTP) or access code which will always be private and confidential. Passwords/pin codes shall be kept secret by the Customer and at no point should any person including a member of our staff request you to reveal your first time password access code or other credentials.

5.2 The use of your first time password or access code to access the e-banking services shall be the authority to act on any instruction and/ or message received. Upon accessing

the e-banking services or entering your access code, you permit us to regard all transaction, activities or instructions sent and authorized by you as intended to have legal force and effect and authenticated by yourself in such manner as provided by the e- banking system.

5.3 The Bank shall act on the instructions received by making applicable accounting entries and or collecting, receipting or transmitting payment instructions, on the day such request is received. All requests should be received by the Bank before cut-off time.

5.4 You must immediately notify us if you discover an error or irregularity concerning your access code or the e-banking services generally. You can report any errors to our Customer Contact Centre or at any branch and immediately follow up with written communication within 48 hours from the time such is noted.

5.5 DISPUTE SETTLEMENT

a) In case of dispute as to the effective time and date of notification that the passwords and or/ any equipment may have fallen in the hands of an unauthorized person, the time and date of the written notification to dfcu Bank shall be conclusive.

b) The Bank shall only carryout instructions which in its discretion are valid, legal or unambiguous. In the event of any doubt, dispute, suspicion of a commission of a criminal offence or challenge arising as to the right or capacity to operate the account, the Bank shall suspend the operation of the account immediately until the dispute, challenge, doubt, or any proceedings are resolved.

c) All disputes relating to the operation of the accounts or arising out of this Agreement shall be amicably resolved and no suit shall be competent in any Court unless the Parties shall have failed to amicably resolve the dispute.

5.6 Apart from dfcu applications on mobile application online stores, any other software downloaded from the Internet, whether from the Bank's website or not, is third party software, the licensing of which shall be subject to such terms of use as the licensor may impose. It is understood that the use of such software shall be at user's risk and the Bank is held harmless against any loss or damage which may be suffered as a result of the use of such software.

5.7. DEALINGS WITH THE BANK

5.7.1. The e-banking service is a personal service offered by the bank to the customer and at no point will the customer be authorized to appoint Agents/Attorneys to effect transactions on the Customer's account.

5.7.2. The Customer undertakes to make a full and true disclosure of their identity and address to the Bank, and the address given to the Bank upon the signing of this Agreement and unless a notice of change of address has been given to the Bank, such address shall be regarded as the true address of the Customer.

6. CUSTOMER REGISTRATION AND SECURITY

Having assessed the security features of the e-banking services, it is confirmed that these features, in combination with your own security measures, are adequate to protect your interests. These are your security obligations:-

6.1 You are required to self-on-board for the e-banking services prior to your first use.

During on boarding for the e-banking services, you will be required to input information into the system so that the bank can authenticate your true identity.

The system will prompt you to create your credentials (Username & password)

Note: For more information on the self on boarding process or when faced with any challenges, you can visit any of our branches or call our Customer Contact Centre.

6.3. You undertake to follow these guidelines while using your access code and the Services:-

- i) Not to allow anyone else to use your access code or any other security information used for the Service;
- (ii) To memorize your access code and other security information.
- (iii) Not to write down access code, password or other security information used for the Service;
- (iv) Not to keep a record of your access code or password together with your Login User name or account number;
- (v) Not to use easy-to-guess dates, numbers, access codes or passwords such as your passport number or birthday or name.
- (vi) To change your access code or password regularly.
- (vii) To take all necessary care/precautions to safe guard your account information from abuse.

6.4. It is your responsibility to ensure your devices, are free from viruses, Trojans, worms, bombs, time-locks or any other data or code which has the ability to

corrupt or affect the operation of your computer, database, network or other information system associated with the dfcu e-banking solution.

6.5 In case you forget your password, the system provides for a self-password reset.

6.6 You should not attempt to gain unauthorized access or modification to the e-banking system or attack via a denial of service. By breaching this provision, you may commit an offense under Computer Misuse Act and other cyber security laws.

7. AVAILABILITY OF SERVICE

7.1 The Bank undertakes to endeavour to have the service available on the days and between the hours advised by the Bank to the customer from time to time.

You therefore acknowledge and accept that the e-banking services may be unavailable from time to time for any reason including but not limited to technical failure, other supervening factors or problems with any communication system directly or indirectly underlying the e-banking service, whether owned or controlled by the Bank or a third party; technical failure or unavailability of a bank system; unavailability of the telecommunication or electricity services; or other circumstances beyond our control.

You undertake, in the event of unavailability of the e-banking services to utilise alternative channels to access our banking services for the duration of the unavailability of electronic banking.

7.3. The operation hours may be varied or suspended by the Bank although in all such cases the Bank will endeavour to notify and advise the customer in advance through the available communication channels.

7.4 This service may be modified, replaced or withdrawn upon issuance of the requisite 30 days' notice to the customer through media or last known address of the customer in which event the bank shall incur no liability whatsoever.

8. DISCLAIMER OF LIABILITY

8.1 The Bank expressly disclaims any liability for any errors in or omissions from information, materials and functions included in its website or any third party sites linked to or from its Internet Site.

8.2. The Bank will be excused from failing to act or delay in acting, and no such failure or delay shall give rise to any liability of the Bank, if such failure or delay is caused by circumstances beyond the Bank's reasonable control, including but not limited to legal constraint, failure, malfunction or unavailability of telecommunications, data communications and computer systems and services over which the Bank has no control, fire, war, riot, theft, flood, earthquakes or other natural disaster, hostilities, invasion, civil unrest, strikes, lockouts or other industrial action or trade disputes.

8.3. Although the bank has taken care to ensure that the content provided on the communication system is accurate and that you suffer no loss or damage as a result of you using it, the communication system and electronic banking are provided on an "as is" basis.

8.4 The bank is not liable for any damage whatsoever relating to your use or inability to use the e-banking services or communication system including any direct, indirect, special, incidental or consequential damages, regardless of whether we were expressly advised of the possibility of such loss or damage, including :-

a) Any damages which you suffer as a result of a compromise of your access codes;

b) Any interruption, malfunction, downtime or other failure of the communication system or electronic banking, our banking system, third party system, databases or any component part thereof for whatever reason;

c) Any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided via the e-banking services;

d) Any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our bank system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third party systems; programming defects; negligence on our part;

e) Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;

f) Any event over which the bank have no control

9. PROTECTION FROM THIRD PARTIES

9.1 You hereby indemnify the Bank against, and hold it harmless from, any liabilities, claims, costs, expenses and damages of any nature in any way arising out of or relating to disputes or legal actions by third parties arising from your misuse of the Services.

9.2 Your obligations under this section shall survive termination of this agreement.

10. FEES AND CHARGES

Unless otherwise expressly authorised by the Bank in writing, all fees and charges will be as per Bank's tariff guide.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Uganda and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

12. CONFIDENTIALITY CLAUSE

This Agreement imposes confidentiality obligations upon the Bank. These obligations shall not apply in the event of suspicion of commission of a criminal act, default upon any obligation to the Bank, sharing of customer's profile with the Credit Reference Bureau, under a Court Order or Regulatory Authority or with any person entitled by virtue of any legislation.

13. ANTI-BRIBERY /CORRUPTION

The parties to the Agreement shall comply with all applicable laws, statutes and regulations relating to and governing anti-bribery and anti-

corruption including but not limited to the Anti-Corruption Act 2009. The Parties shall not engage in any activity, practice or conduct which would constitute an offence under the Act. The Parties shall not, and shall procure that their employees, agents and sub-contractors shall not offer, solicit or accept an inducement/advantage in connection with the service under the contract.

Breach of this clause shall be deemed a material breach of this Agreement entitling dfcu Bank to terminate it immediately.

14. GENERAL TERMS

14.1 You permit us to issue notices required in terms of this Agreement, legislation or regulation by making such notification available via our communication systems or sending such notification by print and electronic media, email, SMS or similar future technologies. Any notices so issued by us, will as far as they contain contractual terms relating to electronic banking, also form part of this Agreement.

14.2 You acknowledge that you shall not be entitled to cede, transfer or make over your rights in and to the facilities or the use of the systems, or any of them, to any person.

14.3 You acknowledge that the Bank shall be entitled, with immediate effect, to revoke this Agreement and withdraw the e-banking services in case of a material breach of the Terms of this Agreement or regulatory breach. Termination will be without prejudice to any rights that accrue to the Bank under this Agreement and the law.

14.4 By using the services provided in this agreement, you authorise the Bank to undertake due diligence on the information provided before acting on it as well as authorise us to share your information as mandated by law.