

# TERMS AND CONDITIONS

## 1. DEFINITIONS

“**Account**” means a bank account in Uganda Shillings or in foreign currency maintained by the Customer with the Bank.

“**Agent**” means any person authorised by the Customer or Authorised signatory to receive and collect payments or effect transactions in any form acceptable by the Bank.

“**Bank**” means **dfcu** Bank Limited.

“**Business day**” means any day on which the Bank is open for business in Uganda.

“**Customer**” shall mean a person who uses the Bank services and includes natural and juridical persons, associations or community-based organisations.

“**Cut-off time**” means the time after which transactions will be accounted for on the next business day.

“**E-banking**” means and includes electronic banking, Interactive Voice Response, Quick banking, mobile banking, telephone and any other electronic banking service offered by the Bank.

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

“**Instrument**” means any payment instrument and includes but is not limited to cheques, standing orders, RTGS, EFTs or any other financial instrument.

“**Mandate**” shall mean the extent of authority of the Customer or its agents to operate an account;

“**Related Parties**” means and includes Customer(s) who operate separate accounts but have a common financial interest, ownership, directorship, or shareholding or any other common interest.

“**Service/s**” means and includes any service offered by the Bank.

“**Special Terms and Conditions**” means the terms and conditions that may be published by the Bank from time to time in relation to a specific product and / or service on offer by the Bank.

“**System**” means and includes any electronic, digital, signal, computer or computer programme, telephone or any other device or gadget used to access e –banking.

“**System Identity**” means any number, sign, password, or code used to access e-banking.

“**User**” shall mean a person who is using the Bank's E-banking platforms or any software and includes natural and juridical persons, associations, or community-based organisations.

## 2.0 AGREEMENT

- 2.1. These Terms and Conditions apply to all services offered by the Bank and apply immediately upon, signing up, registration or once the Services are accessed. By signing this Agreement and signing up for any Service or product on offer, the Customer is deemed to have notice of all the special terms and conditions that apply to the respective product or Service.
- 2.2. Any Service offered by the Bank may be modified, replaced or withdrawn at any time upon issuance of the requisite thirty (30) days' notice to the Customer through the media or Customer's last known address or through appropriate display, in which event the Bank shall incur no liability whatsoever.
- 2.3 There is a cooling off period of ten (10) working days from the date of application or signing up for the Bank Services within which period, the Customer may revoke or terminate this Agreement. This right is exercisable at any time within the above mentioned ten (10) working days by which period any money owed to the Bank should have been repaid, plus any administrative charges.
- 2.4 No event of any incapacity or disability will be set up or pleaded to avoid or create liability, unless notice in writing had been given to the Bank prior to the signing of this Agreement or accessing or signing up for any Bank product or Service.
- 2.5 The Bank will 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.
- 2.6 Notwithstanding any implied obligation upon the Bank, the Bank may from time to time set security features, which limit the size of transactions that may be effected through E-banking or may require confirmation of any transaction by telephone or any other channel of communication.
- 2.7 An instruction is deemed to be received only once the Bank acknowledges or confirms receipt via Short Message Service, USSD or any other E-banking platform. DO NOT re-send any instruction before checking your statements and/or contacting our call centre.
- 2.8 The Bank shall not be obliged to verify any document 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 issue any document or to use its e-banking system. All data, documents 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.
- 2.9 Once requested to disable an access code or any operating system, 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.
- 2.10 Passwords/PIN codes issued by the Bank shall be kept a secret by the Customer. All activities/instructions executed shall be assumed to come from the Customer and the Bank shall have authority to act on such instruction and/ or message received.
- 2.11 Apart from the Bank 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 and conditions 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.

2.12 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.

2.13 This Agreement may be terminated at any time by the Customer upon giving notice of 14 days and settling any obligations to the Bank. The Bank may however immediately terminate the Agreement if the Customer is suspected to have misrepresented any fact, committed any financial crime, or where it would be risky in the discretion of the Bank to deal with such a Customer.

2.14 Inactive, Overdrawn and dormant accounts;

a). The above provision notwithstanding, the Bank may close an account if the same remains overdrawn for sixty (60) days.

b). The Bank may internally classify a Current Account as an inactive if there are no Customer-induced transactions for 12 months in the Account.

c). The Bank will classify any account as Dormant if there are no customer-induced transactions for 24 months in the account. Therefore, in both 2.14 (b) and 2.14 (c), the Customer will be required to reactivate an account prior to resuming transaction thereon.

2.15 The Bank may with or without notice to the Customer assign all rights and obligations arising out of this Agreement to any person at any time. The Customer shall however seek the consent of the Bank in writing before making any assignment of his/her rights or obligations under this Agreement.

### **3.0 LIMITATION OF LIABILITY**

3.1 The Bank is excused from failing or delaying to act and no liability to the Bank arises if such failure or delay is caused by failure, malfunction or unavailability of telecommunications network, data communications and computer systems and services supplied and managed by third parties, fire, war, riot, theft, floods, earthquakes or other natural disaster, hostilities, invasion, civil unrest, strikes, industrial action or trade disputes.

3.2 The Bank is not liable for any claims or damages whatsoever relating to use of the communication system or E-banking, including information contained on the communication system or inability to use the communication system or mobile phone or device and in particular the Bank is not liable for:-

a) Loss suffered as a result of forgery of signing mandates or signatures by third parties, compromise, theft or illegal and or unauthorised use of access codes, interruption, malfunction, downtime or other failure of the communication system or mobile telephone network, banking system, third party system, databases or any component part thereof for whatever reason.

- b) Loss or damage which arises from orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the use of E-banking or information provided on the communication system.
  - c) Any event over which the Bank has no control.
  - d) Losses occasioned by forgery of the mandate or theft perpetrated by an employee or agent of the Customer.
  - e) No claim or demand for loss or compensation shall be brought against the Bank after the expiry of six (6) years from the date the Customer shall be deemed to have been aware of the loss or damage.
- 3.3 In any event whether arising out of negligence or not, the liability of the Bank to the Customer shall be the actual funds in the Bank lost by the Customer, if the Customer shall not be found to have contributed to the loss.

#### **4.0 AVAILABILITY OF SERVICE**

- 4.1 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. The Customer therefore acknowledges and accepts 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. The Customer undertakes, in the event of unavailability of the E-banking services to utilise alternative channels to access the Bank's Services for the duration of the unavailability of electronic banking.
- 4.2 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.
- 4.3 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.

#### **5.0 RIGHT OF SET OFF**

- 5.1 The Bank may reverse, debit and/or recover from the Customer funds wrongly credited or disbursed on account of the Customer. Such credits or disbursements shall be a liability to the Customer and Bank may without notice to the Customer set off or recover from any account of the Customer whether current, savings or any other account in the first instance to settle the liability.
- 5.2 The Bank shall by this clause maintain a general lien over the Customer's property/assets deposited with the Bank and may exercise the right of set-off by realising such property.
- 5.3 The Bank shall make a demand in writing to a Customer on whose account money was paid in error to repay the money. Should the Customer not pay back the money, the Bank shall be entitled to charge

interest against such a Customer at the Bank's Prime Lending rate, until all the money paid in error shall have been recovered.

5.4 The Bank and the Customer agree that this right of set-off may be exercised against any related parties.

## **6.0 FEES AND CHARGES**

6.1 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 Know Your Customer or comply with any regulatory or legal requirements. The fees shall be as per the Bank's tariff guide.

6.2 The Bank shall be indemnified or defrayed 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.

## **7 COMPLIANCE WITH LAWS**

The Customer undertakes to comply with all statutory and regulatory requirements in Uganda, from time to time in force, governing their respective business operations.

## **8 ANTI BRIBERY AND ANTI CORRUPTION**

8.1 The Customer shall comply with all applicable laws, statutes, regulations, policies and procedures relating to and governing anti-bribery and anti-corruption including but not limited to the Anti-Corruption Act 2009, and the Bank's related policies and procedures. The customer shall not engage in any activity, practice or conduct which would constitute an offence under the Act or policies. The Parties shall procure their employees, agents and sub-contractors not to offer, solicit or accept an inducement/advantage in connection with the service under the contract.

8.2 Breach of this clause shall be deemed a material breach of these Standard Terms and Conditions and the Bank shall be entitled to terminate the Banking relationship with the Customer immediately.

## **9 SANCTIONS**

It is understood by the Customer that the Bank may undertake sanction screening of the Customer and/ or the Customer's representatives. By submitting information pertaining to the Customer and/or the Customer's representatives, the Customer authorizes the Bank to undertake sanction screening, and where applicable confirms having procured necessary consent for the Bank to undertake the sanction screening.

The Customer undertakes to immediately notify the Bank upon becoming the subject of sanctions investigations; the Bank maintains the right to terminate the relationship on becoming aware that the customer is the subject of Sanctions under a regulatory body duly authorized to issue such sanctions including: the government of Uganda, Her Majesty's Treasury of the United Kingdom (HMT), the Office of the Foreign Assets Control of the Department of Treasury of the United States of America ("OFAC"), the

United Nations Security Council ("UNSC"), the European Union's Common Foreign and Security Policy (EU) and the French Ministry of Economic, Finance and Industry.

## **10 DATA PROTECTION**

- 10.1 The Customer and the Bank will observe all applicable legal provisions on data protection and will collect, store and process personal data only if necessary, for the performance of this Agreement and to the extent legally permitted or where an express consent of the relevant affected person has been provided.
- 10.2 The Bank acting as a data controller, warrants that it complies with all applicable data protection and privacy laws in Uganda.
- 10.3 The Bank acting as data processor, warrants to limit the processing of personal data to the extent legally permitted by the laws in Uganda.
- 10.4 If the Customer submits Personal Information to the Bank on behalf of another person, then the Customer warrants that they have authorization of the data owner to process their Personal Information.

## **11.0 DISPUTE SETTLEMENT**

- 11.1 In case of a 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 unauthorised person, the time and date of the written notification to the Bank shall be the conclusive time and date of notification.
- 11.2 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 until the dispute, challenge, doubt, or any proceedings are resolved.
- 11.3 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.
- 11.4 If, after 14(fourteen) days from the commencement of such informal negotiations both Parties have been unable to resolve the dispute amicably, the matter shall be referred for Arbitration in accordance with the International Centre for Arbitration & Mediation in Kampala (Mediation) Rules 2018 or its successor legislation.
- 11.5 The Arbitration shall be presided over by a single Arbitrator appointed mutually by the parties and where such mutual consent fails, by the Head of the International Centre for Arbitration & Mediation in Kampala (ICAMEK).

- 11.6 Arbitration shall be concluded within sixty (60) days from the date of appointment of the Arbitrator and the arbitral award shall be final and binding on both Parties to the Agreement.
- 11.7 The Arbitration shall be conducted in Kampala, Uganda and the language of the arbitration proceedings shall be English.
- 11.8 This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the outcome of arbitration.
- 11.9 Each Party shall pay its own costs of and incidental to the arbitration proceedings including, professional fees.

## **12. DEALINGS WITH THE BANK**

- 12.1 The Customer may upon notice in writing to the Bank appoint Agents/Attorneys to effect transactions on the Customer's account subject to such terms and conditions as may be permitted by the Bank.
- 12.2 The above provision notwithstanding, instructions should only be given in person by the Customer and the Bank reserves the right to disregard and or refuse to honour any other instructions, including those given by duly appointed agents.
- 12.3 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.
- 12.4 This Agreement constitutes a personal guarantee of the Directors/Shareholders signing hereof in the event that the Customer is a juridical person.

## **13 PERMISSION TO PROCESS PERSONAL INFORMATION**

- 13.1 You consent to the Bank collecting your personal information submitted to it and where lawful and reasonable, collected from public sources, for credit related purposes, detection or investigation of fraud or other illegal activity, compliance with regulatory requirements, as well as the purposes set out in the subsequent sub-clauses.
- 13.2 You consent to us processing your personal information within the Bank and through third parties in and outside Uganda, to the extent necessary for us to provide you with our products and services, and to ask all parties that receive your personal information to agree to our privacy policies.
- 13.3 If you give us personal information about or on behalf of another person, you undertake and hereby confirm that you would have obtained authorisation of the data subject for the Bank to collect and process their personal information in and outside the country where the products or services are provided.
- 13.4 As part of our services, we would like to give you information about products and services offered by the Bank. As your personal information is confidential, we need your consent to share it for the purposes below; I give my consent to the Bank's
  - sharing my personal information within the Bank for marketing purposes and that the Bank may then market its products, services and special offers to me.

- communicating third-party products, services and special offers to me. If I respond positively to the communication, the Bank may contact me.
- for research purposes. (The research companies will follow strict codes of conduct and treat customer information confidentially).

## **14 INDEMNITY**

The Customer hereby agrees to indemnify the Bank against any actions, proceedings, claims and/or demands that may be brought against the Bank, as well as against losses, damages, costs and expenses which the Customer may incur in connection with the seizure, blocking, withholding of any funds by any competent authority and any activity which directly or indirectly benefits any party against who sanctions have been established by any competent authority.

14.1 The Customer undertakes that; he/she will not use (or otherwise make available) the funds/facilities on this account (s) for the purposes of financing, directly or indirectly, the activities of any person which is sanctioned or in a country which is subject to any sanctions; he/she will not contribute or otherwise make available, directly or indirectly, the funds/ facilities on this account (s) to any other person or entity if such party uses or intends to use such funds/ facilities for the purpose of financing the activities of any person or entity, which is subject to any sanctions; he/she are not involved in any illegal or terrorist activities currently or in the foreseeable future the subject of any sanctions investigation and shall notify the Bank if your customer/parent/ shareholder/ surety and/or grantor becomes the subject of a sanctions investigation.

## **15 SEVERABILITY**

If any part, term or provision of this Agreement not being of a fundamental nature should be held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

## **16 GOVERNING LAW**

This Agreement shall be governed, interpreted and construed in accordance with the Laws of the Republic of Uganda. The Parties furthermore undertake to comply with all statutory and regulatory requirements in Uganda, from time to time in force.

Read and Approved by the Customer Digitally (these terms and conditions have been read over and interpreted to/by me and I confirm that I fully appreciate the nature of the agreement and agree to be bound by all the terms and conditions.