

Visa Debit/Prepaid Card Application Form

Card category ☐ Debit card ☐ Prepaid card
☐ New card ☐ Replacement

Date

Applicant Details				
Branch			Account number	
Account Name		occupation		Date of Birth
ID / Passport number			E-mail address	
Postal address			Country	
Nationality			Source of Funds	
City	Zip code	Street		

(While capturing the Telephone numbers include country code)

Telephone No. 1.....Telephone No. 2.....

Politically Exposed Persons Identification:

Do you currently hold or have ever held a prominent public office Yes ☐ No ☐

Do you have a relative or close associate who holds or has ever held a prominent public office Yes ☐ No ☐

If Yes, provide details of the Role (s) /Position (s):

Date/Year of appointment DD___ MM___ YY___ End Date/Year DD___ MM___ YY___

***A PEP (Politically Exposed Person)** refers to individuals who are or have been entrusted with prominent functions in a country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, and important party officials as well as family members or close associates of such individuals

***Close Associates** are individuals who are closely connected to a PEP, either socially or professionally. These may include close friends, or prominent members of the same political party, civil organization, labor, or employee union as the PEP; business partners or associates, especially those that share (beneficial) ownership of legal entities with a PEP, or who are otherwise connected to a PEP.

New Card Information

I hereby apply for the following card to be issued to me or the authorized user (subject to the Bank's terms and conditions issued from time to time)

Debit Blister Cards

☐ Visa Silver Blister

Debit Embossed Cards

☐ Visa Gold

☐ Visa Platinum

☐ Visa Infinite

Prepaid card Currency

☐ UGX ☐ USD

Debit card ATM withdraw limit (cash)..... ☐ Debit card POS network limit.....

Please note that the Prepaid Card limits are Default however the limits can be changed separately on request.

Linking of accounts

☐ Please link the undermentioned account (s) which I am entitled to use on my card.

Type of account	Name of accountholder	Account number	Branch code number	Power of attorneys verified (Initials)
1				

2				
3				
Delinking of accounts				
<input type="checkbox"/> Please delink the undermentioned account (s) from my card.				
Type of account	Name of accountholder	Account number	Branch code number	Power of attorneys verified (Initials)
1				
2				
3				
To be Completed when Collecting Card (Positive identification to be obtained)				
Please issue my card to me, agree to be bound by the Bank's Terms and Conditions issued time-to-time regarding the third nominated person.				
Customer's signature				

CARD GENERAL TERMS AND CONDITIONS

By signing these terms and conditions, the You confirm that you have had an opportunity to read and understand the Terms contained in this document. Important clause(s) that may limit our responsibility or involve some risk for you will be in bold. Please contact us as soon as possible if you need us to clarify any terms referred to in the Agreement or related to the use of your Card. You may email us at cccug@stanbic.com or you may call our Customer Contact Centre at toll free 0800 250 250 or +256 312 224 900.

1. Definitions

- 3D Secure** means Verified by Visa and/or MasterCard Secure;
2. **Authenticated Procedures** means authentication procedures approved by the Payment Schemes that are used to authenticate, accept and process a Card not Present Transaction and includes 3D Secure;
3. **Authenticated Transactions** means, for purposes of the Agreement, as set out in the Service Terms and includes any Card not Present Transaction that is authenticated by
4. an Authenticated Procedure;
- a. **Applicable Laws** means all national, provincial, local and municipal legislation, regulations, statutes, by-laws, consents and/or other laws of any relevant governmental authority and any other instrument having the force of law that may be issued and in force from time to time and that relates to or is connected

with the activities contemplated under this Agreement.

- b. **Application Form** means the application form for a Card Account as completed and authorized by you, wherein you accept liability for the Cards issued under the Card Account.
- c. **ATM** means an Automated Teller Machine.
- d. **Authorization/ Authorize:** Entering your PIN to authorize payment at a point of sale and/or to perform Transactions at an ATM.
- e. **Bank, we, us, our, or Stanbic Bank** means Stanbic Bank Uganda Limited (registration number 80020001471657) a company duly incorporated with limited liability according to the laws of the Republic of Uganda and/or its successors in title or assigns.
- f. **Branch:** The Stanbic Bank branch where you applied for the Card.
- g. **Cardholder** means the person to whom a Card has been issued. In this Agreement, reference to Cardholder may include reference to the Additional Cardholder/s, as the context may indicate.
Card not Present Transaction means a Transaction where the Cardholder presents their Card Information (and not the physical Card) to you to process that Transaction at the point of sale; or you are not present at the time the Transaction is processed. A Card not Present Transaction includes an E-commerce Transaction;
- h. **Cash Advance** means any Transaction that is regarded as cash, including a cash withdrawal, the purchase of a traveller's cheque, money order,

foreign exchange, fuel or lotto ticket, casino chips, or any electronic fund transfer that results in a debit balance on your Card Account.

- i. **Customer Care Centre:** Central place where complaints and queries are managed.
- E-commerce Transaction** means a Card not Present Transaction entered into by a Cardholder with you through your website;
- j. **Electronic Device** means any electronic device through which a Transaction is concluded and includes a telephone, an ATM, a mobile application, a website or a point-of-sale device.
- k. **Expiry Date:** Date after which the card is no longer effective
- l. **Group** means Standard Bank Group Limited, its subsidiaries and their subsidiaries.
- m. **IVR** Interactive Voice Response (IVR) is an automated telephone information system that speaks to the caller with a combination of fixed voice menus and data extracted from databases in real time. The caller responds by pressing digits on the telephone or speaking words or short phrases.
- n. **Material** means anything that is material in the Bank's reasonable opinion.
MasterCard SecureCode means a payment authentication system used to authenticate, accept and process Card not Present Transactions and which complies with MasterCard's protocols;
- o. **Merchant** means a supplier of goods and services.
- p. **Parties** means you and us and Party means either of us as the context may indicate.
- q. **Personal Information** means information about an identifiable, natural person and, where applicable, a juristic person, including information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, email, postal or physical address, telephone number; location; any online identifier; any other particular assignment to the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

- r. **PIN** means a personal identification number used for operating your Card.
- s. **Processing** means any operation or activity, automated or not, concerning Personal Information, including alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification or use; **Process** and **Processed** will have a similar meaning.
- t. **Prohibited Activities** means illegal or terrorist activities, money laundering or any activities which are subject to Sanctions or are not in compliance with Applicable Laws.
- u. **Public Record** means your payment profile, including your credit history, positive or negative information on a payment profile held by any public database, credit bureau or a financial institution (**Public Entity**).
- v. **Replacement Card:** The new Card issued to replace a lost, stolen, or damaged card.
- w. **Sanctioned Entity** means
 - a) any natural or juristic person or country;
 - b) in the case of a juristic person, any person who (i) owns or controls it; or (ii) it owns or controls (and for these purposes, owns means holding any percentage of ownership or beneficial interest and controls means the ability, directly or indirectly and whether through the voting of shares, the appointment of directors or similar officers or through any other means, to control the business or policy of the juristic person);
 - c) in the case of any country, its ministries, departments, agencies or any other governmental organisations, listed on any Sanctions List or who is subject to any Sanctions.
- X. **Sanctioning Body** means the United Nations Security Council (UNSC), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (OFAC), the European Union (EU), Her Majesty's Treasury (HMT), the Ministry of Economy, Finance and Industry (France) (MINEFI) or any other sanctioning body we recognise from time to time.
- y. **Sanctions List** means any list of Sanctioned Entities published by a Sanctioning Body, as updated from time to time.
- z. **Sanctions** means any restrictions set by a Sanctioning Body, including but not limited to diplomatic, travel, trade or financial sanctions or embargoes.

- aa. **Transaction** means any transaction debited against your Card Account and includes any transaction concluded with a Card, Card number and/or PIN to pay for any goods or services, to withdraw cash or to transact using an Electronic Device.
- bb. **Transaction Fees** means the fees we may charge for the transactional costs of administering the Card Account; separate from the Service Fees.
- cc. **Terms:** These Terms and Conditions, including Fees and Limits in the User Guide for the Prepaid Card.
- dd. **Transaction** Any activity including but not limited to where you use your Card to load/reload, move currency from one currency purse to another, to buy goods or services, to withdraw cash from an ATM, or to cash out your Card.
- ee. **Verification** The authentication of the PIN you enter when you are performing a Transaction.
- ff. **Visa:** International Incorporated, a company incorporated in terms of the laws of the United States of America.
- gg. **Working Day** Any weekday from Monday to Friday, but excluding Saturdays, Sundays and public or bank holidays.
- hh. **you, yourself or your:** The person who applies for a Debit or Prepaid Card and in whose name an Account is opened.

Any reference to 'Card' also includes any Additional Card, where appropriate.

2. Interpretation

- 2.1 **Words defined will (for consistency) begin with a capital letter.**
- 2.2 Where any number of days are referred to in this Agreement, it will include only Business Days and it will exclude the first day and include the last day.
- 2.3 If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.
- 2.4 The singular includes the plural and vice versa and any gender includes the other genders.
- 2.5 All headings are for convenience only and they are not to be considered for the purposes of interpreting this Agreement.
- 2.6 Effect will be given to any provision of this Agreement regardless of whether it is set out in the definitions section or elsewhere in this Agreement.
- 2.7 All legislation mentioned in this Agreement includes legislation, subordinate legislation and regulations promulgated under such legislation as at the Effective Date and as amended from time to time.

3 Applying for the Card

- 3.1 Application for the Card is subject to the Bank's approval. The Bank reserves the right to refuse to provide an applicant with a Card in its sole and absolute discretion.
- 3.2 The applicant must complete the relevant application form in its entirety before the Bank can process the application. The applicant warrants that all the information in the application is correct. The applicant will be responsible for any errors resulting from providing the Bank with the wrong information.
- 3.3 The Applicant must be at least eighteen (18) years old. The Bank shall verify the applicant's identity and refuse to provide a Card if the applicant cannot provide proof of identity to the Bank's satisfaction.
- 3.4 You will be liable for all costs associated with changing or cancelling your application after we have processed it.
- 3.5 You may only use the Card in accordance with these Terms.
- 3.6 The Currencies available in respect of the Card may vary from time to time. Before you decide to purchase a Card, please check with the Branch for details of available currencies. We may introduce new currencies from time to time. If we introduce a new currency, these Terms shall apply to such new currency, and unless otherwise notified to you, the Fees and Limits section in the User Guide shall be deemed amended to apply to such new currency.
- 3.7 You may request one (1) Additional Card either at the time of purchase, or when you next visit our Branch, which can be used by you as a backup. The Additional Card is linked to the same Account and only you can use it. The Additional Card must not be given to any other party to use. You may be charged a fee, as set out in the Fees and Limits section in the User Guide, for the Additional Card.

4. Issuance, Activation, Validity and Expiry

- 4.1 On successful approval of your application by us, we shall activate your Card and you will receive your Card including a copy of these Terms and the Card User Guide.
- 4.2 Cardholder must sign their Cards on the reverse side as soon as they have received them. **An unsigned Card may not be used.**
- 4.3 You must memorize your PIN to prevent unauthorized use of the Card.
- 4.4 We will remain the owners of the Card.
- 4.5 We may ask for the return of the Card, cancel or suspend its use and/ or end this agreement if:
 - a. we think the Card has been or is likely to be misused;

- b. any of the Terms are breached by you;
 - c. we suspect any illegal use of the Card;
 - d. you gave us false or inaccurate information when you applied for the Card.
- 4.6 Each Card has an expiry date printed on the front of the Card and is valid until the last day of the month shown.
- 4.7 The funds on Your Account may be frozen as a result of any sanction imposed by a Sanctioning Body. We will not be liable to You for any direct or indirect loss or damage whatsoever as a result of such sanctions being imposed.

5. Using your Card

- 5.1 Only the Cardholder may use the Card. The Card should not be transferred to any other person nor may the Cardholder authorize any other person to use it.
- 5.2 The Cardholder may use the Card to pay for goods and services at Merchants that accept the Card. Once the Card has been used for a Transaction through an Electronic Device, you or the Cardholder will not be able to withdraw this authority or instruct us to stop any payment that we are to make to a Merchant for any Transaction or reverse a payment which has already been made by us.
- 5.3 When paying, the Cardholder must sign a Transaction slip if the Merchant requires this. The Cardholder will not have to sign a Transaction slip when doing remote Transactions, such as ordering by mail or telephone or through the internet.
- 5.4 Each Card linked to the Card Account will be allocated a separate PIN. A PIN will allow the Cardholder, among other things, to include "chip and PIN" point-of-sale transactions and to use self-service banking facilities to effect Transactions such as drawing cash, depositing and transferring money.
- 5.5 The Cardholder can also use the Card to buy fuel (where credit cards are accepted), foreign exchange, casino chips and traveller's cheques).
- 5.6 **If you use your Card for online purposes, Card Not Present Transaction. Please make sure that you take all reasonable steps to protect your online security and privacy.** It is the responsibility of the Cardholder to alert us immediately of suspicious or unauthorised Transactions on their Card.
- 5.7 **We may charge you a separate Transaction**

Fee for certain Transactions. The full list of our fees is available at our branches or on our website at www.stanbicbank.co.ug

- 5.8 **The liability to pay us is effective when the Card, Card number and/or PIN is used for a Transaction.**
- 5.9 A Cardholder must comply with our Authentication Procedures to access or use their Card. You must ensure that a Cardholder does not share details of these Authentication Procedures and codes or any other information that will reveal their identity or Card details with anyone. For example, a Cardholder must not tell anyone their identity number or what the question is for identifying them as the Cardholder.
- 5.10 **If a Cardholder or any other person uses the PIN allocated to a Card, we will treat these Transactions as authorized by you. You will be liable for all such Transactions on that Card.**
- 5.11 It is the Cardholder's responsibility to familiarise themselves and fully comply with the applicable exchange control rulings and regulations. We are obliged to report all Transactions that occur outside Uganda to the Bank of Uganda.
- 5.12 **You must make sure that the Card is used only for lawful Transactions. Subject to clause 7 below, you will be liable for payment of all Transactions, including unlawful Transactions carried out with an additional Card linked to your Card Account.**
- 5.13 We will not be liable to you or the Cardholder, if any Merchant or Electronic Device does not accept a Card or if we refuse to authorize any Transaction.
- 5.14 A Cardholder may dispute a non-PIN Transaction, but then you must prove that it was not authorized at all. If a Cardholder wants to dispute a Transaction they must contact call our Customer Contact Centre on 0800 250 250 or +256 312 224 900 within ninety calendar days of the date of the Transaction. We will investigate the dispute after we have received the appropriate documentation confirming that the Cardholder did not authorize the Transaction. You will have no claim if you do not advise us within that period.
- 5.15 No refunds will be credited to a Card Account unless and until the Merchant credits or pays such amount to us.
- 5.16 We will suspend your Card if you use the wrong PIN three (3) times in a row. If this happens, you need to contact the Customer Care Centre to unsuspend your Card. You will be unable to use your Card at merchants or

ATM's until you have contacted Customer Centre and the Card has been unblocked in accordance with these Terms.

dispute.

8. **Contactless ("tap") transactions**

- 8.1 Contactless technology allows you to make fast, easy and secure payments for purchases by simply tapping (touch or wave) your Card on a contactless enabled point-of-sale device without requiring a PIN or other authentication on your part as the Cardholder. For non-contactless purchases you will be required to insert your PIN as usual.
- 8.2 You will only be able to make contactless payments at Merchants where you see the Mastercard or VISA contactless acceptance logo.
- 8.3 When you "tap" your contactless enabled Card, you are giving authorization to the Bank to debit your Card or account balance with the amount you need for a purchase plus the fee.

9. **Unauthorised use of your Card and PIN**

- 9.1 The Cardholder must notify us immediately on realizing that the Card is lost or has been stolen, or that the PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being requested to do so. To report a lost or stolen Card or a compromised PIN, please call our Customer Contact Centre on **0800 250 250** or **+256 312 224 900**.
- 9.2 If the loss or theft of the Card or the compromise of the PIN is not reported immediately, you will be responsible for all Transactions made with the Card before we stopped it. You will be liable for any Transaction where the Cardholder's signature appears on the Card Transaction slip or a similar record proving use of the Card, or if we have evidence

to establish that the Cardholder authorized or was responsible for the use of the Card.

10. **Warranties, undertakings and indemnities**

- 10.1 You warrant and represent to us on the Effective Date and for the duration of this Agreement that since application to the Bank you have had the full capacity to effect and carry out your obligations in terms of this Agreement;
- 10.1.1 the terms of this Agreement have not conflicted with or constituted a breach of the terms of any other agreement or undertaking or act that is binding on you;
- 10.1.2 you will, at all times, comply with the Applicable Laws, including any laws relating to anti-money laundering and combating the financing of terrorism and all environmental laws and responsibilities;
- 10.1.4 where applicable, you have complied and will

7. **Authorization to debit your Account**

- 7.1 The Account will be debited with the amount of each Transaction and any associated fees and this will reduce the credit available in the Account.
- 7.2 Each Transaction will require Authorization and Verification before completion.
- 7.3 We cannot stop a Transaction once you Authorize the use of the Card.
- 7.4 You may dispute a Transaction, but then you must prove that it was not Authorised by you. If you want to dispute a Transaction you must do so within thirty (30) days of the date of the Transaction debit date. We will investigate the dispute after we have received written confirmation from you (as a disputes form) in accordance with our procedures stating that you did not Authorize the Transaction. To raise a dispute, please contact our Customer Centre, using any of the numbers on the back of your Card, .
- 7.5 A dispute between you and a Merchant will not affect our right to recover our fees relating to the transaction. We will not:
- get involved in resolving any such disputes; nor
 - be responsible for any losses or costs you incur related to such a

comply with all exchange control regulations and rulings applicable to this Agreement from time to time.

10.2 **To the extent permitted by law, you indemnify (hold harmless) us against any losses, damages, fines and/or penalties suffered by us as a result of:**

10.2.1 **our reliance on any warranty, representation or information given by you in relation to this Agreement; and/or**

10.2.2 **the breach of any warranty made by you under this Agreement.**

11. Information Sharing

11.1.1 By entering into this Agreement, you acknowledge and agree that we may provide any Public Entity with details provided by you in your application ; details of the conduct on your Card Account; and/or any other details that may be required by any Applicable Laws.

11.1.2 Based on its records, the Public Entity may provide a Public Record and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the Public Entity to have your Public Record with it disclosed and to request the correction of inaccurate information.

11.1.3 You agree that we may provide any Collateral Provider with a copy thereof, together with any amendments thereto, and/or with details of the conduct of your Card Account.

12. Default

12.1 Default in terms of this Agreement will occur:

12.1.1 if you fail to comply with any Applicable Laws including any environmental laws or responsibilities, regulations relating to anti-money laundering and the combating of the financing of terrorism and, where applicable, any company laws; or

12.1.2 if you breach any of the provisions of this Agreement or any agreement in terms of which you provided Collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; or

12.1.3 if any Collateral Provider commits any breach of its obligations to us in terms of any Collateral agreement; or fails to satisfy its commitment when requested to do so; or delivers to us written notice of termination of its liability under the Collateral agreement; or

12.1.4 should you or any Collateral Provider be

placed under a bankruptcy order, become insolvent or have any other form of legal disability; or

12.1.5 by you is, in our opinion, Materially incorrect; or

12.1.6 should you or any Collateral Provider generally do or omit to do anything that may affect our rights or Collateral in terms of this Agreement;

13. Termination of this Agreement

13.1 The Card will remain operational until the Expiry Date. You may terminate this Agreement at any time on advance notice to us.

13.2 You will remain liable for:

13.2.1 any outstanding balances and purchases upon termination. **There are circumstances where Transactions can still be processed even after the Card Account is closed. This includes recurring debit orders and subscription payments against the Card Account which have not yet been cancelled by you and/or the Cardholders. It also includes any Card Transactions that are processed offline after the Card Account has been closed.** You will be liable and be held responsible for all such Transactions, even after the Card Account is closed;

13.2.2 any obligations arising from the Agreement if you fail to let us know that your Card Account must be closed.

13.3 As soon as the Card Account is closed, you must ensure that any Cardholder that has been given the Card details is advised that they may no longer use it. You must further ensure that all the Card/s are immediately destroyed by cutting through the magnetic stripe, the chip and account number and by scratching out the numbers that appear on the signature panel of the Card. A Card that is not destroyed correctly may still be used. Should this happen you will be responsible for these Transactions.

13.3 The Card will always remain our property, and without losing any right to any claim which we may have against you:

13.3.1 you generally do or omit to do anything which may cause us to suffer any loss or damage;

13.3.2 you become or are likely to become Sanctioned or if we know or suspect that your Card Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with Applicable Laws or if you are involved in any illegal or terrorist activities;

13.4 If we close restrict activity on or suspend access to your Card Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages resulting from such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.

13.5 If you close your Account, your card will be deleted and delinked from your account and will no longer be active for use. You can cut up your Card so that it cannot be used again.

13.6 For Prepaid card once customer is no longer interested in the card he/she reaches out to the branch who then blocks/deactivates card.

14. Disclaimers

14.1 You acknowledge that (i) Electronic Devices are not within our control; and (ii) our services may become unavailable due to interruptions in and maintenance to our electronic communications network, or due to power outages, telecommunications or other circumstances that are not within our control. Where it is possible for us, we will try to give you notice if scheduled maintenance will interrupt or delay the services provided to you.

14.2 Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from the use or failure of any Electronic Device, or from the failure of our supporting or shared networks, where applicable, or from circumstances beyond our reasonable control. We do not guarantee the security of any SMS or other communication we may send to you with regard to your Card Account.

14.3 The Parties will not be liable to each other for any indirect or consequential losses or damage. In particular, we will not be responsible if you suffer any losses or damages if we approve or decline a Transaction based on the fraud and other velocity parameters that we have in place for you.

14.4 We are neither responsible for, nor liable to you, for any losses due to:

14.4.1 any of your instructions not being sufficiently clear;

14.4.2 any failure by you to provide correct information;

14.4.3 Merchants or ATMs not accepting your Card, or the way in which a Merchant processes a Transaction;

14.4.4 the way in which any refusal to accept the Card is communicated to you;

14.4.5 any indirect, special or consequential losses;

14.4.6 any infringement by you of any currency laws

in the country where the Card was issued or used;

14.4.7 our taking any action required by any government, federal or state law or regulation or court order;

14.4.8 for anything specifically excluded or limited elsewhere in these Terms.

15. Addresses for notices

15.1 You choose, as the address for the serving of legal notices in terms of this Agreement (notice address), your address as set out in the Application Form.

15.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to the notice address, email address or postal address you supplied in your application, or any address supplied in terms of clause 15.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.

15.3 You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10th Business Day after receipt of the notice.

15.4 Any notice will be deemed to have been received on the fifth Business Day after being posted if it was sent by prepaid registered post, on the seventh Business Day after being posted if it was sent by ordinary mail, on the day of delivery if it was delivered by hand, or on the first Business Day after the date on which it was sent if it was sent by email.

15.5 Despite anything to the contrary set out in this clause 15, a written notice or communication actually received by you will be an adequate written notice or communication to you even if it was not sent or delivered to your notice address, postal address, telefax number or email address. You hereby agree that where the post office does not do street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.

15.6 You should send any legal notice to us at our chosen address (**our notice address**):

Stanbic Bank Uganda
Limited, Plot 17 Hannington
Road,
P.O Box 7131, Kampala,
for the attention of the Head, Legal.

16. Assignment by the Bank

16.1 To the extent permitted by law, you agree that

we may, without further notice to you, assign and transfer all or part of our rights and/or delegate all or part of our obligations under this Agreement, either absolutely or as Collateral to any person, even though that assignment and/or delegation may result in a splitting of claims against you.

- 16.2 You agree that you may not assign or transfer all or part of your rights or delegate all or part of your obligations under this Agreement unless you have obtained our prior written consent.

17. General

- 17.1 Where applicable, we will send you regular updates on the status of your Card by SMS to the cellphone number provided on the Application Form or as subsequently notified to us in writing.

- 17.2 We will advise you of any value-added benefits (Benefits) that you may receive or qualify for from time to time as a Cardholder. These Benefits will usually apply when the Card is issued and will be subject to their own terms and conditions with which you must comply. We do not guarantee that Benefits will always be available or that they will apply to you. If you would like more information about the Benefits, please contact your banker or visit your nearest branch.

- 17.3 This Agreement constitutes the entire agreement between the Parties. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable, this will not affect the remaining clauses in this Agreement, which will continue with full force and effect.

- 17.4 **Except as provided specifically in this Agreement, any material changes to this Agreement will be notified to you from time to time, via SMS, email or through our website. Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement. You will not be entitled to amend this Agreement without our written consent. Except as otherwise provided, it will be your responsibility to visit our website regularly to see whether there are any changes to the Agreement.**

- 17.5 **You agree that we will not be obliged to obtain your written consent to such changes but if you disagree with our changes, you have the right to terminate the Agreement. You agree that if you decide not to terminate the Agreement before the changes become effective, they will be binding on you. A Cardholder's continued use of the Card and/or the Card Account will be seen as your acceptance of any change to the Agreement.**

- 17.6 To the extent that you use the Card to transact through any of our other channels, for example

internet banking, the rules of that channel apply in addition to these Terms.

- 17.7 This Agreement signed by you constitutes the legally binding agreement between us.

- 17.8 This Agreement will be governed by and interpreted in accordance with the laws of the Republic Uganda. You agree that we may sue you in a competent court to recover any amounts due from you as at the date on which we instituted the proceedings, which amounts shall include interest, charges, legal fees, costs and expenses.

- 17.9 We are obliged by law to regularly update your personal, such as your residential address, postal address and contact information. (including email address and phone number). We may contact you from time to time in this regard.

- 17.10 No special consideration we give you may be a waiver of any of our rights under this Agreement or in any way affects any of our rights against you.

- 17.11 To the extent that this Agreement or any part thereof is governed by or subject to Applicable Laws, no provision thereof is intended to contravene the Applicable Laws. All provisions of the Agreement will be deemed to be adequate to the extent required to ensure compliance with Applicable Laws, and this Agreement must be interpreted and applied accordingly.

18. Sanctions

- 18.1 A Cardholder must not:

- 18.1.1 use the Card Account to finance any Sanctioned Entity;

- 18.1.2 make the proceeds of the Card Account available to any person who may use or intends to use the proceeds to finance a Sanctioned Entity's activities;

- 18.1.3 act in a way that benefits a Sanctioned Entity;

- 18.1.4 be involved in any Prohibited Activities; or

- 18.1.5 use any product or service provided by the Group for any Prohibited Activities.

- 18.2 You warrant (promise) that any Cardholder is not:

- 18.2.1 a Sanctioned Entity; or

- 18.2.2 being investigated for any activities relating to Sanctions.

- 18.3 You must let us know immediately in writing if a Cardholder is being investigated for any activities relating to Sanctions.

- 18.4 You indemnify us against (you are responsible for) any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (Losses) which we may suffer because:

- 18.4.1 any funds are seized or withheld by any

- Sanctioning Body or any other third party (including by us); or
- 18.4.2 a Cardholder breaches this clause 18.
- 18.4.3 If we know or suspect that a Cardholder is in breach of this Page clause 17 or is about to become subject to Sanctions, we can immediately, in our sole discretion: close, restrict activity or suspend access to the Card Account and any other product or service we provide you; and/or cancel these Terms and/or any other relationship which we have with you.
- 19 17.9 We are obliged by law to regularly update your personal, such as your residential address, postal address and Card Account and any other product or service we provide you; and/or contact information. Cancel these Terms and/or any other relationship which we have with you.

18.7 We are not liable (responsible) to you for any Losses you suffer if we cancel these Terms or any other relationships which we have with you

19. Data Protection

- 19.1 You give consent for us to collect your Personal Information from you and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes as well as the purposes set out below.
- 19.2 You confirm that, if you give us Personal Information about or on behalf of other persons (including account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorized to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, and specifically any cross-border transfer of Personal Information to and from the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 19.3 You give consent for us to Process your Personal Information:
- 19.3.1 For the purpose of providing products and services to you in terms of this Agreement and providing any other products and services that you may request.
- 19.3.2 For the purpose of carrying out statistical and other analyses so that we can identify potential markets and trends and evaluate and improve our business (this includes improving existing and developing new products and services).
- 19.3.3 In countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are

provided. Where we can, we will ask the receiving party to agree to our privacy policies.

- 19.3.4 By sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services.
- 19.3.5 Within the Group.
- 19.4 You give consent for us to disclose your Personal Information to Collateral Providers.
- 19.5 You will find our Processing practices in the Group's and our privacy statements. These statements are available on the Group's websites or on request.
- 19.6 If you are unsure about your tax or legal position because your Personal Information is processed in countries other than where you live or conduct business, you should get independent advice.

20. Anti-Money Laundering and Prevention of Terrorist Financing

- 20.1 We must comply, amongst other things, with the provisions of the Anti-Money Laundering Act of 2013 as amended (AMLA). These provisions include, but are not limited to, the know-your-client (KYC), suspicious transaction reporting (STR), cash threshold reporting (CTR) and reporting of property associated with terrorist and related parties (TPR) requirements. FICA makes it mandatory to report STRs, CTRs and TPRs to the Financial Intelligence Centre (FIC) for possible further action. We monitor all Society for Worldwide Interbank Financial Telecommunication (SWIFT) payment messages as well as other message types (both inward and outward) which are routed through Our SafeWatch software, checking against numerous external and internal Sanctioning Bodies and watch lists.
- 20.2 In carrying out Our duties, We may screen, monitor or process in the rendering of any Service to You including the processing of payments to and from Your Bank Accounts. We may also request you to provide us with information about payments to or from Your Bank Accounts and to complete or update your personal information and documents which information you agree to provide. We may also be required to end our relationship with you without warning. We are not responsible for any losses or damages that you suffer because of these checks, any delays or prohibitions or the right to end the relationship.

This includes any loss of profits or savings that you otherwise have expected to make.

20.3 We reserve the right to reject payment Instructions (and return funds less the standard processing fees) that do not contain complete remitter information and/or fail Sanctioning Body screening. We shall not be liable for any losses occasioned because of such payment rejections and/or funds returns made by Us

20.4 You agree that we shall not be held liable for the non-receipt of the funds by the recipient, the recipient's bank and/ or agent where sovereign rules and regulations affect the transmission of the funds.

20.5 The Bank reserves the right to terminate this Agreement in the event you become the subject of sanctions established by a Sanctioning Body.

21 Confidentiality

21.1 We will treat your personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts nor your name and address will be disclosed to anyone, other than in four exceptional circumstances. These are:

- 21.1.1 Where we are legally compelled to do so;
- 21.1.2 Where it is in the public interest to disclose;
- 21.1.3 Where our interests require disclosure
- 21.1.4 Where disclosure is made at your request or with your written consent.

22 Permission to Process Personal Information

22.1 You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.

22.2 If you give us Personal Information about or on behalf of another person, you confirm that you are authorized to consent on their behalf to give and process their Personal Information into and outside the country where the products or services are provided and to generally act on their behalf

22.3 You consent to us Processing your Personal Information with third parties and to ask all parties that receive your Personal Information to agree to our privacy policy

22.4 You will find our Processing practices in the Group's and Bank's privacy statements. These statements are available on the Group's and Bank's websites or on request.

22.5 As part of our services we would like to give you information about products and services offered by the Group. The Group means Standard Bank Group Limited. As your personal information is confidential, we need your consent to share it within the group for the purpose indicated below;

I give my consent that you may:	Tick where applicable
Share my personal information within the Group for marketing purposes and that the Group may then market its products, services and special offers to me.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Communicate other companies' products, services and special offers to me. If I respond positively to the communication, that company may contact me.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Contact me for research purposes. (The research companies we use follow strict codes of conduct and treat customer information confidentially)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Market your product. Services and special offers to me.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Please note: that if you do not tick any of the options above, you will be deemed NOT to have given permission to have our product advertised to you.

23 Anti-Money Laundering and Prevention of Terrorist Finance

23.1 We must comply, amongst other things, with certain provisions of the Anti-Money Laundering Act of 2013 (AMLA). These provisions include, but are not limited to, the know-your-client (KYC), suspicious transaction reporting (STR), cash threshold reporting (CTR) and reporting of property associated with terrorist and related parties (TPR) requirements. FICA makes it mandatory to report STRs, CTRs and TPRs to the Financial Intelligence Centre (FIC) for possible further action.

23.2 We monitor all Society Worldwide Interbank Financial Telecommunication (SWIFT) payment messages as well as other message types (both inward and outward) which are routed through Our SafeWatch software, checking against numerous external and internal Sanctioning Bodies and watch lists

In carrying out Our duties, We may screen, monitor or process in the rendering of any Service to You including the processing of payments to and from Your Bank

23.3 Accounts. We may also request you to provide us with information about payments to or from Your Bank Accounts and to complete or update your personal information and documents which information you agree to provide. We may also be required to end our relationship with you without warning. We are not responsible for any losses or damages that you suffer because of these checks, any delays or prohibitions or the right to end the relationship. This includes any loss of profits or savings that you otherwise have expected to make.

23.4 We reserve the right to reject payment Instructions (and return funds less the standard processing fees) that do not contain complete remitter information and/or fail Sanctioning Body screening. We shall not be liable for any losses occasioned as a result of such payment rejections and/or funds returns made by us.

23.5 You agree that We shall not be held liable for the non-receipt of the funds by the recipient, the recipient's bank and/or agent where sovereign rules and regulations affect the transmission of the funds.

<p>Permission to market products and services</p> <p>As part of our service, companies in our group may provide you with information on products and services offered by them, that we believe will be of benefit to you, in order to do this these companies will need your details from us.</p> <p>Please let us know if this suits you <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>We sometimes research our market to help us improve our products and services. The research companies we use follow strict codes of conduct and treat customer's information confidently.</p> <p>Please let us know if you are willing to be contacted for research purposes. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>We sometimes tell our customers about other companies' products and services. We do so only if we believe that the information may be of interest to you. Your contact details remain confidential and are not given to these companies unless you indicate that you are interested in the offer. Please let us know if this suits you.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>By signing below, you confirm that you have had an opportunity to read and understand the terms contained in this document and agree that this Agreement has been fully explained to you and that you understand your rights and obligations and the</p>

24. PRODUCT SPECIFIC TERMS AND CONDITIONS

These additional terms and conditions shall apply together with the General Terms and Conditions depending on the type of card (product) you have applied for.

24.1 Debit card terms

24.1.1 Definitions

- a. **Card** means the relevant debit card, including, unless the context indicates otherwise, any additional Cards that we issue at your request, that are all linked to the Card Account.
- b. **Card Account** means the Debit card account opened in our books in your name in respect of this Agreement.

24.1.2 Costs, Fees and Charges

24.1.2.1.1 We may charge and recover fees, including any of the following fees, if they apply in respect of this Agreement

- a. a Service Fee;
- b. Transaction Fees; and

24.1.2.2 All costs, fees and charges in respect of this Agreement will be debited to the Card Account.

24.1.3 Secure Code transactions

24.1.3.1 Secure Code is a service which provides you with additional security when you shop on the internet using your Card on Merchant websites which subscribe to the services of Secure Code. However, it does not guarantee websites (or the goods and services offered on those websites).

24.1.3.2 You do not need to register for the Secure Code service; the Bank has automatically enrolled your Card in the service.

24.1.3.3 The Bank provides this service to you, but we may use third party service providers to operate the service or part of it on our behalf. By using the Secure Code service, you authorize the Bank to share certain information about you and your Card with third parties.

24.1.3.4 The Bank shall not be liable for any failures of the Secure Code service caused by any events beyond our control. These include but are not limited to non- receipt of the one-time password requested by yourself, non-functioning of the one-time password due to any reason, among others. You are solely responsible for maintaining the confidentiality of your one-time password and ensuring that your contact details are regularly updated on the Bank systems to be able to use the service when required.

24.1.3.5 You also acknowledge and agree that you are fully responsible for all transactions or other activities that occur or are undertaken with your Card using the Secure Code service.

24.1.3.6 The Secure Code service may be amended or discontinued, temporarily or permanently without prior notice.

24.2 Prepaid card terms

24.2.1 Definitions

We have defined some words for consistency. Singular words include the plural and the other way around.

- a. **Account:** The account linked to your Card, which is preloaded with UGX or USD currency value.
- b. **Activation:** The activation of the Card after you have provided the minimum amount required to be loaded on the Card to enable you to use the Card.
- c. **Additional Card:** An additional Card that may be purchased by you, to use as backup for security purposes, in accordance with clause 2.
- d. **Agent:** An agent approved by Stanbic Bank to sell the Card on its behalf
- e. **Branch:** The Stanbic Bank branch where you applied for the Card.
- f. **Business: An economic system where goods or services are exchanged for another or for money**
- g. **Card:** Plastic that we issue to you, which can be loaded with funds in any or all of the following currencies: , US Dollars, and Uganda shillings or such other currencies as we may introduce from time to time.
- h. **Currencies** The following currencies: US Dollars, and/or Uganda Shillings or any other currencies that we may add in the future.
- i. **Fees and Limits:** The fees and limits applicable to the Card, details of which are set out in the User Guide.

24.2.2 USE OF THE CARD

24.2.2.1 You are responsible for monitoring your balance and maintaining a positive balance on the Account. If the Account balance drops below zero ("negative balance"), following any Transaction Authorized by you, you agree to repay the resulting debit balance to us within thirty (30) days of request. If the Account does go into negative balance, this does not mean that it will be allowed to go into negative balance on subsequent occasions. We reserve the right to cancel or suspend the Card, should the Account go into negative balance.

24.2.2.2 The Card is not a credit card and use is limited to the amount pre-loaded on the Account and any other limits referred to in these Terms.

24.2.3 Your Prepaid Card Account

24.2.3.1 You can access your Account at www.stanbicbank.co.ug under the online banking dropdown. in order to:

- a. change some of your personal details;
- b. check your balance;

c. check your transaction history and statements.

24.2.3.2 You must comply with our authentication procedures to access your Account.

24.2.3.3 You must not share details of these authentication procedures and codes, or any other information that will reveal your identity and your Account details, with anyone. For example, you must not tell anyone your personal identity number, PIN or what the security question is for identifying you as the Account holder.

24.2.3.4 Your Account will usually show pre-authorization amounts and the corresponding completed Transaction. If, on your return to Uganda there is a pre-authorization amount without a corresponding completed Transaction, the value of the Transaction will be retained to ensure that your Account does not reflect a negative balance. You may contact the Customer Centre to confirm whether any pre-authorization amounts are being held against your Account.

24.2.3.5 If you notice any error in the Transactions on the Account, then you must notify us immediately at the Branch or via the Customer Centre and in any event within thirty (30) days of the Transaction debit date. We may request you to provide additional written information concerning any error.

24.2.3.6 You consent to us keeping a record of the activity on your Account, including whether there are any suspicious or unusual Transactions, and giving this information to the authorities or any credit reference agency.

24.2.4 Fees, limits and other charges

24.2.4.1 For details on the fees and limits that apply to the Card, please refer to the Fees and Limits section in the User Guide or alternatively refer to

24.2.4.2 You agree to pay and authorize us to debit the Account for the fees set out in the Fees and Limits section in the User Guide and in these Terms. If there are insufficient funds within a Currency to pay such fees, or the local currency is not a Currency available on the Card, then we will automatically deduct funds from the other Currencies in the following order of priority: USD, GBP, EUR, ZAR.

24.2.4.3 There is no interest payable to you on the balance of the Account and the Account does not amount to a deposit with us.

24.2.5 Replacement Card or cash

24.2.5.1 If the Card is lost, stolen or damaged, you can request a Replacement Card by

attending in person at the Branch. Prior to the issue of a Replacement Card you may be asked to produce proof of identification.

24.2.5.2 If you lose your Card while you are abroad, you may contact our Customer Centre (subject to availability and location) and we will arrange:

- a. for a Replacement Card to be delivered to you, or
- b. for funds, up to the available balance on the Card, to be made available from various worldwide outlets in place of a Replacement Card (subject to availability).

24.2.5.3 If you have requested a Replacement

Card, we will transfer the balance of the Card to the Replacement Card. The Replacement Card will be in a suspended state until such time as you contact the Customer Services Centre to activate the Card. Once activated, you can transact with the Replacement Card.

Signature for account holder	
For Bank Use Only	
Name	Signature and Signature No.
Received by:	
Authorized by:	