

**TERMS AND CONDITIONS**  
**ATM ACCESS CARD TERMS AND CONDITIONS**

1. Acceptance by the Cardholder of these terms and conditions shall be deemed to take place upon receipt of the card by the Cardholder.
2. The Card is and shall at all times remain the Property of FINCA Uganda and must be returned to the Bank within 48 hours of demand by the FINCA Uganda.
3. The Cardholder must memorize the PERSONAL IDENTIFICATION NUMBER (PIN) and destroy the ATM PIN Mailer slip advising him/her of the PIN Immediately upon receipt.
4. The Cardholder shall not disclose his/her PIN to any other person. The cardholder shall be liable for any loss arising from disclosing his/her PIN to any 3rd party.
5. The Card can be used in the Republic of Uganda at any FINCA Uganda proprietary, biometric POS for Cash withdrawal, Deposit, Balance enquiry, Funds-transfer and Mini-statements. The card may also be used at any INTERSWITCH (ATM/POS network owner) and Member Banks ATM/POS Machines for Cash withdrawal, Balance inquiry, Mini-statements and Change PIN, bill payments, airtime purchase, merchant payments. Additional services may also be introduced in future by FINCA Uganda and INTERSWITCH and the terms and conditions of these services shall also be binding on the Cardholder during the validity period of the Card.
6. The Card transaction shall not exceed the daily Maximum limit determined from time to time by FINCA Uganda and shall only be for transactions designated in Uganda Shillings.
7. The Cardholder may only use the Card within the cleared Credit Balance available in His/her account.
8. The Card is not a credit card or a cheque guarantee card and shall not be used by the Cardholder other than as a Cash Card.
9. In the event that the Card is lost, stolen or the Cardholder has reason to believe that his/her PIN may have been compromised, the Cardholder must immediately contact our Customer Support Centre on +256 772429904 or 0800262262 or such theft, loss or suspicion by telephone and confirm such notice in writing within 48 hours at our Customer Service desk at the nearest FINCA Uganda branch or send an email to customersupport@finca. or.ug. Unless such notice is given and received within the stipulated time, FINCA Uganda shall be authorized to debit the Cardholder's account for any cash withdrawn using the Card and the client shall be liable for any loss.
10. FINCA Uganda shall levy an administration and/or replacement charge for any lost, stolen or misplaced Card. This levy may vary and shall be determined by the applicable charges for such services as at the time of the request.
11. FINCA Uganda shall levy a charge in respect of services provided under this terms and conditions and may include transaction fees for using the ATM/POS services as determined by INTERSWITCH and Member banks and such charge(s) may vary from time to time.
12. FINCA Uganda shall not be liable to the cardholder if he/she is prevented from or unable to make use of the Card at any of the ATM/POS machines owing to individual action, the

failure of any computer or telecommunications, including overseen circumstances that may affect the availability of the services at any point in time

13. The Cardholder hereby permits and authorizes the bank to share and use within the bank's information system for customer data pertaining to the Cardholder during use of the Card for the Bank's internal purposes.
14. FINCA Uganda reserves the right at any time to vary these conditions, modify, suspend or withdraw the Card or any of the services available in respect of the Card.
15. The Cardholder hereby acknowledges FINCA Uganda's records, shall be binding and conclusive evidence of all transactions.
16. FINCA Uganda shall not bear any responsibility to the Cardholder for any loss, injury or damage arising from the use of the ATM/POS Machine. The Cardholder shall be liable for payment of all expenses incurred by FINCA Uganda in exercising any right against the Cardholder in respect of any breach of his obligations hereunder, including all legal charges on the attorney's collection charges and tracing charges and value added tax on all such charges (if applicable).
17. The agreement for the issue and use of the card may be terminated by the surrender of the Card or by the refusal to continue the facility.
18. FINCA ATM/POS Card is not transferable under any circumstance and shall be used only by the Cardholder.

## **MOBILE AND INTERNET BANKING TERMS AND CONDITIONS**

1. The customer assumes full responsibility for the security and confidentiality of his or her mobile phone number, internet banking portal and PIN to be used in initially gaining access to his or her enrolled account(s). The customer shall inform FINCA Uganda immediately on surrendering or discontinuing use of the channels.
2. The customer is solely responsible for notification in writing to FINCA Uganda any change in his/her mobile phone number.
3. The Customer must keep their Mobile or Internet Banking Personal Identification Number (PIN) secret at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and / or in case of any unauthorized use of his/her mobile or Internet Banking PIN. The Customer must keep the SIM card and his/her Mobile phone in secure and safe custody at all times.
4. By agreeing to the Terms and Conditions of mobile/ Internet Banking, the customer accepts the option to use the enhanced options, as and when they are made available by FINCA Uganda.
5. Upon FINCA Uganda offering the enhanced options, the customer shall be advised the fees charged if any for the various enhanced options made available. Such transactions shall be charged on a per transaction basis or otherwise as determined by FINCA Uganda.
6. FINCA Uganda may, in its discretion, withdraw temporarily or terminate the service, either wholly or in part, at any time. FINCA Uganda may, without prior notice, suspend temporarily the service at any time during which any maintenance work or repair is required to be carried

out or in case of any emergency or for security reasons, which require the temporary suspension of the service.

7. FINCA Uganda may at any time, at its sole discretion, charge a fee for use of any or all of the service, under a notice to the customer through any medium available.
8. Unless otherwise waived by FINCA Uganda, the Customer shall pay FINCA Uganda, fees and charges for the use of the service. In this connection, FINCA is hereby authorized by the customer to debit any of the customer's account (s) held with FINCA Uganda.
9. Without limitation to the other provisions of these terms and conditions, FINCA Uganda, its employees, agents or contractors shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not suffered by the client or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of FINCA Uganda in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the client and the network of any cellular service provider and FINCA Uganda's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the illegal or improper use of the service by the authorized user or any other person shall render the authorized user liable for payment of financial charges as decided by FINCA Uganda and /or will result in suspension of the service to the client.
10. The customer accepts that all information /Instructions will be transmitted to and /or stored at various locations and be accessed by personnel of FINCA (and its affiliates). FINCA Uganda is authorized to provide any information or details relating to the customer or his/her account to the NETWORK OPERATOR's agents and or related parties or any other service providers so far as is necessary to give effect to any instructions or service resolution.
11. The Customer acknowledges that the software is the FINCA Uganda's property and any copying, imitation or counterfeiting thereof by the Customer or by third parties whether authorized or not shall be a criminal offence and the FINCA Uganda reserves its right to seek restitution for all losses incurred.
12. FINCA Uganda has taken every possible measure in its standard business practice to protect the transaction software system available via the Service from attacks by viruses but shall not be liable in the case of damage of the hardware, software or files of the Customer caused by viruses, and it cannot provide a warranty as to the nonexistence of viruses, and bears no liability in the case of damage to hardware, software or files or other damage caused to the Customer by a virus.
13. FINCA Uganda has taken all measures necessary to ensure high security levels and to protect its system, data and transactions as required by standard business practice including security measures for protection of integrity and confidentiality of personalized security credentials of the Customer within the parameters of the framework contract. However, FINCA Uganda

bears no liability if, despite due diligence on its part, the confidentiality of information relating to the Customer is breached.

11. The customer shall indemnify and keep FINCA and its service provider(s) free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the customer and/or a third party. In addition, FINCA shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, natural calamities, electrical, computer or mechanical failures or ANY FORCE MAJEURE AS PROVIDED UNDER THE LAW.’’

## **SHORT MESSAGING SYSTEM (SMS) ALERT SERVICES TERMS AND CONDITIONS**

### **1. Signing onto the Account Transactional Alert**

- a. By completing this form, you authorize us to send you financial information using SMS / Email alerts to notify you of transactions on your account(s) using the provided phone number(s) and email address
  - b. The transaction notification may include some/all of the following; deposit, withdrawals and transfer activities on your account through transactions at our branches and other delivery channels like ATM, POS, Mobile Banking and other services.
  - c. You also authorize FINCA Uganda to send you other non-financial information which may include all or some of the following: general marketing messages, event notification e.g. loan payment due dates, loan terms, and new services. FINCA Uganda reserves the right to vary the condition of using this service and may amend or discontinue the service.
- ### **2. Unauthorized/ suspicious transactions alerts; you must notify us immediately of any such alerts**
- ### **3. Unsubscribing from the service. You must advise us in writing if you want to unsubscribe and discontinue use of this service, please complete the SMS/Email Alert Un-subscription form at your FINCA Uganda branch.**
- ### **4. Confidentiality-You must ensure accurate and functional phone numbers and email address are registered to ensure financial privacy. We will maintain secrecy of your contact details unless authorized to the contrary by you or required to do so in terms of any law.**

### **5. Indemnity on usage of the service**

- i. You agree that we may disclose your contact details to our service providers only in as far as are necessary to enable the activation of the service.
- ii. You consent to the Bank carrying out identity and fraud prevention checks and sharing the information relating to this application with the Bank’s regulatory body or other fraud prevention agencies.
- iii. You further consent to us releasing information to third parties for purposes of enforcing any of the Bank’s rights under this agreement as well as disclosure within FINCA Uganda.

- iv. You consent to us sharing information relating to your contact details with any of our affiliates or associates within the FINCA network for all purposes including marketing. You agree that we may request or authorize any of our affiliations or associates within the FINCA Uganda network to perform any of our obligations under these rules and that any of our affiliates or associates within FINCA Uganda may exercise our rights under these rules. We may disclose information relating to your account to our affiliates or associates within the FINCA - Uganda network for purposes of the above.
- 6. Malfunction of electronic facilities. FINCA Uganda is NOT liable or responsible for any failure to provide SMS/Email Alert under circumstances beyond our reasonable control, including but not limited to malfunction of communication equipment, poor network coverage and related occurrences
- 7. Miscellaneous. We are entitled but not obligated to send you any notice in terms of this agreement to an email address or phone contact you specified on your application form. Such email or phone message/ communication will be deemed to have been received by you.

## **GENERAL TERMS**

- i. This agreement will be governed by and interpreted in accordance with the laws of the Republic of Uganda as amended from time to time. You further acknowledge that , subsequent to the subscription for this service, any legislation that may come into law that may affect the operation of these services shall not be held against FINCA Uganda and that FINCA Uganda shall at no time be liable for any damage or loss suffered by you from the enforcement of such legislation.
- ii. FINCA Uganda has the right to discontinue the service, restrict the service or suspend access to the service for any suspicion that the service is being used fraudulently, negligently or for illegal activities or if FINCA Uganda must do so to comply with the law, with or without notice to you.
- iii. Where FINCA Uganda closes or suspends access to the service, it will not be liable to you or any third parties for any direct, indirect, consequential or special damages arising from this act.

## **AGREEMENT**

- 1. Any service offered by FINCA Uganda may be modified, replaced or withdrawn upon sufficient legal notice to the customer, in which event the institution shall incur no liability whatsoever. These terms and conditions will apply to all accounts operated in FINCA Uganda.
- 2. FINCA Uganda 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.
- 3. Notwithstanding any implied obligation upon FINCA Uganda, we may from time to time set security features which limit the size of transactions that may be effected through ATM transactions or mobile banking or may require information by telephone or any other channel of communication.

**Password:** Passwords/Pin codes issued by FINCA Uganda shall be kept secret by the customer. All activities/ instructions executed shall be presumed to come from the customer and are authority to act on such instruction and/or messages received.

**Disclosure of Confidentiality:** This agreement imposes confidentiality obligations upon FINCA Uganda and shall apply in all cases excluding all events of suspicion of criminal acts, default upon any obligation to the FINCA Uganda, 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.

**Closing the account:** This agreement may be terminated at any time by the customer upon giving notice of 14 days and settling any obligations to FINCA Uganda. FINCA Uganda 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 direction of the institution to deal with such a customer.

**Limitation of Liability:** FINCA Uganda is excused from failing or delaying to act and no liability arises if such failure or delay is caused by failure, malfunction or unavailability of telecommunications network, data communications and computer systems and services, fire, war, riot, theft, flood, earthquakes or other natural disaster, hostilities, invasion, civil unrest, strikes, industrial action or trade disputes. FINCA Uganda is not liable for any claims or damages whatsoever arising out of the 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;

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

2) Loss or damage which arises from orders, investment decisions, purchase 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.

3) Any event over which the bank has no control.

4) Losses occasioned by forgery of the mandate or theft perpetrated by an employee or agent of the consumer.

In any event whether arising out of negligence or not, the liability of FINCA Uganda to the customer shall be the actual funds in the account lost by the customer, if the customer shall not be found to have contributed to the loss.

**Rights of offset:** FINCA Uganda may reverse, debit and or recover from the customer funds credited or disbursed on account of the customer. Such credits or disbursements shall be a liability to the customer. FINCA Uganda may without the notice to the customer offset or recover from any account of the customer whether savings or any other account in the first instance to settle this liability.

**Fees and Charges:** FINCA Uganda 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 expenses necessary to carry out any 'Know Your Customer' due diligence or comply with any regulatory or legal requirements. FINCA Uganda 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 FINCA Uganda may suffer in the process of effecting instructions of the customer.

#### **DEALINGS WITH FINCA UGANDA**

a. The customer may upon written notice to FINCA Uganda appoint agents and attorneys to effect transactions on the customer's account subject to such terms and conditions as may be permitted by the institution.

b. The above provision notwithstanding, instructions should only be given in person by the customer and FINCA Uganda reserves the right to disregard and or refuse to honor any instructions, including those given by duly appointed agents.

c. The customer undertakes to make a full and true disclosure of their identity and address to FINCA Uganda, and the address given to FINCA Uganda upon the signing of the agreement and unless a notice of change of addresses has been given to us, such addresses shall be registered as a true address of the customer. This agreement constitutes a personal guarantee of the Directors/ shareholders signing here of in the event that the customer is a juridical person. Read and approved (in the applicant's own handwriting) Customer/Authorized or; These terms and conditions have been read over and interpreted to me/us I/we confirm that I/we fully appreciate the nature of the agreement and agree to be bound by all the terms and conditions in the **English** language that I best understand.