

DIGITAL OVERDRAFT TERMS AND CONDITIONS

- 1. Facility:** The loan facility is an overdraft which shall be availed by the Bank marking the loan amount as the maximum credit limit on your account.
- 2. Repayment:**
 - 2.1. Any monies drawn under the limit will be repaid by you not later than **30 (thirty) days** from the date the limit is availed. In all instances, you must ensure that sufficient funds are available on your account to meet the repayment sum on the due date.
 - 2.2. All payments will be credited by us: first, to satisfy any due or unpaid interest charges; secondly, to satisfy any due or unpaid fees or charges; and thirdly, to reduce the amount of the principal debt.
 - 2.3. This facility is payable on demand, and we may demand payment of all amounts owing from you at any time, and the Bank shall not be obliged to give you notice prior to the demand.
- 3. Pricing:**
 - 3.1. The loan will attract and a **once off establishment fees** of **7%** (seven percent) of the loan amount which will be payable on the date the credit limit is availed, and the Bank may deduct these fees from the loan amount. Standard account management fees will also be applicable.
 - 3.2. If you delay paying the loan by more than 1 (one) day, it will attract penalty interest at **18%** (eighteen percent) per annum, from the date on which such sum fell due to the date on which it is actually paid.
- 4. Reduction:** Part of your credit limit may be reduced by us on notice to you, whether you are in default or not, in which event all amounts in excess of the reduced limit will immediately become due and payable.
- 5. Other Costs:** You shall be responsible for payment of all our reasonable expenses in recovering any amounts you owe us, including legal fees on an attorney and own client basis, collection fees and tracing fees or any other fees we may incur as a result of our efforts.
- 6. Set Off:** If you do not pay your loan on time, we may transfer/set off money to it from any other accounts held by you with us, and you specifically agree to this condition.
- 7. Cheques:** We reserve the right to dishonor any cheques where applicable written out in excess of your overdraft facility in the absence of prior arrangements.
- 8. Price Changes:** We may change the pricing structure of this loan in line with market conditions, any material adverse change in your circumstances or changes in law, policy or regulation. You will be notified of this through our website, the media, notices on ATM's or inside our branches, or any other reasonable means.
- 9. Recovery:** We may take legal action against you in a court of law to recover all sums due under this loan.
- 10. Credit Reference Bureau:** In case of your failure to repay the loan on time, your full transaction details of negative information may be passed by the Bank to Credit Reference Bureaus for circulation to other lenders who may use such information to assess your credit worthiness for their own business purposes after a written notice of 28 (twenty eight) days from the date of default.
- 11. Address and Notices**
 - 11.1. We shall regard the latest postal, telephone or email address given by you to us as the address where notices may be given and documentation regarding legal proceedings may be served.
 - 11.2. Any notice sent by: prepaid registered post will be deemed to have been received on the 5th (fifth) business day after posting; ordinary mail will be deemed to have been received on the 7th (seventh) business day after posting; delivered by email or USSD will be deemed to have been received on the day the email or USSD message is sent.
- 12. General**
 - 12.1. Each provision of these terms and conditions is severable, the one from the other.
 - 12.2. If any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions continue to be of full force and effect.
 - 12.3. This agreement will constitute the whole agreement between you and us relating to this loan.
 - 12.4. No variation or indulgence or waiver given by us of these terms will be of any force or effect unless recorded in writing and agreed by us.
 - 12.5. We will be entitled, without your consent or notice to you, to assign our rights and/or obligations under this loan to any person.
 - 12.6. This loan will be governed by the laws of Uganda and the Courts of Uganda will have jurisdiction to settle any disputes arising therefrom without prejudice to our right to institute proceedings in any other jurisdiction.