

(Licensed and Supervised by Bank of Uganda)



# **KEY FACTS DOCUMENT - DEPOSITS**

This key facts document is important to you. It summarises the transaction you are considering.

Please only sign after you have read, understood and agreed to the content of this document.

1.	TYPE OF ACCOUNT	FLEXI PAY WALLET			
2.	AIMS AND BENEFITS	Secure and convenient way to pay for goods and services from your flexi pay			
mobile money wallet and earn redeemable points on your transactions.					
3.	TERMS AND CONDITIONS				
	<ul> <li>a) Interest to be earned: Up to 0% per annum</li> <li>b) Duration: N/A</li> <li>c) Account opening balance in UGX: 0</li> <li>d) Maximum balance in UGX: 15,000,000</li> </ul>		The interest rate is: Fixed   ☑ Variable ☐ Tiered ☐  End Date: N/A		
4.	FEES, CHARGES AND PENALTIES				
	Desc	ription of standard fees		Amount in UGX	
a)	Deposit to wallet fee			0	
b)	Send moneyOther Flex Mobile money wallet	0			
	500 – 30,000			830	
	30,001 – 125,000			940	
	125,001 – 250,000			1,880	
	250,001 – 500,000		2,310		
	500,001 – 1,000,000			2,310	
	1,000,001 – 2,000,000			3,325	
		001 – 4,000,000		2,500	
		001 – 7,000,000		4,975	
c)	Withdrawal fees ATM Agent			1,200	
	500 – 3			750	
	30,001	<b>–</b> 125,000		750	

	125,001 – 250,000	1,000	
	250,001 – 500,000	1,250	
	500,001 – 1,000,000	1,750	
	1,000,001 – 2,000,000	2,500	
	2,000,001 – 4,000,000	4,500	
	4,000,001 – 7,000,000	4,500	
d)	Bill payments and school fees		
	500 – 30,000	100	
	30,001 – 125,000	400	
	125,001 – 250,000	700	
	250,001 – 500,000	1000	
	500,001 – 7,000,000	2500	
	Potential additional fees/charges		
e)	System alerts	0	
f)			

Depending on how you use the account, you may be charged any of the fees above, which will be directly deducted from your account. **NOTE** that while the common fees, charges and penalties are listed in the table above, there may be other fees, charges and penalties – you can find information on these on the tariff guides or website <a href="www.stanbic.co.ug">www.stanbic.co.ug</a> or by calling the Flexipay Wallet Contact Centre 0800251251 (TOLL FREE PHONE LINE).

# 5. RISKS

- a) Redeemable points earned are variable depending on a transaction or referral and the reward amounts are subject to change.
- b) N/A
- c) N/A

#### **6. FURTHER POINTS TO CONSIDER**

**How to deposit money into your account:** You can pay money into your wallet in any of the following ways: Agent Banking, Online Banking, Mobile Banking, transfer from Mobile Money or other bank accounts.

**How to take money out of your account:** You can withdraw from your wallet in any of the following ways: ATM, Agent Banking, transfers to mobile money or other bank accounts.

**Inactivity/dormancy:** Your wallet account will be considered inactive after 180 days of no customer activity. You will need to do a transfer into your account to reactivate your account. After 9 months of account inactivity, the account is considered dormant. To reactivate, a fee may apply. See 4 (fees). Reactivation must be done within six months upon receipt of notice from the Bank.

**Deposit protection:** Your deposits are insured up to UGX 10 million by the Uganda Deposit Protection Fund. Please ask our staff for further details.

**Tax implications:** The current withholding tax / excise duty will be debited from your account in compliance with the law.

**Account closure:** You may close your wallet account at any time.

**How to complain:** If you are dissatisfied with our services, we welcome you to communicate this to us via our Customer Call Centre on 0800 251 251 or CCCUG@stanbic.com. We will acknowledge receipt of your complaint, investigate and give you an answer within two weeks.

**Future communications:** It is important for us to be able to communicate with you. Below, please tick at least two

preferred means of communication and provide details (and update us in case of any changes):

**Where can I find out more?** If you want more information on this deposit product or the terms used in this KFD, please contact us on Our toll-free line **0800 251 251**, email **flexipaywalletug@stanbic.com** or visit our website at <a href="www.stanbicbank.co.ug">www.stanbicbank.co.ug</a>

# STANBIC BANK FLEXIPAY WALLET SOLUTION TERMS AND CONDITIONS

PLEASE READ THIS "AGREEMENT" (AS DEFINED BELOW) CAREFULLY BEFORE USING THE "Flexipay Wallet SERVICE" (AS DEFINED BELOW). BY ACCESSING OR USING THE Flexipay Wallet SERVICE, YOU SIGNIFY YOUR CONSENT TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE Flexipay Wallet SERVICE. "SBU" (AS DEFINED BELOW) RESERVES THE RIGHT, TO MODIFY OR UPDATE THIS AGREEMENT FROM TIME TO TIME AS IT DEEMS FIT WHICH MODIFICATIONS OR UPDATES SHALL AUTOMATICALLY BE BINDING ON YOU UPON

PUBLICATION AT www.stanbicbank.co.ug and on the Wallet Platform (https://eservices.stanbicbank.co.ug/). YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO CHECK REGULARLY FOR UPDATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AT THE ABOVE SITE, AND TO IMMEDIATELY DISCONTINUE USE OF THE Flexipay Wallet SERVICE, IF YOU DO NOT AGREE TO ANY UPDATE OR MODIFICATION TO THIS AGREEMENT.

YOUR CONTINUED USE OF THE Flexipay Wallet SERVICE FOLLOWING THE PUBLICATION OF A MODIFIED OR UPDATED AGREEMENT, AS DESCRIBED ABOVE, SHALL SIGNIFY YOUR CONSENT AND AGREEMENT TO THE MODIFIED OR UPDATED AGREEMENT, EFFECTIVE AT THE DATE OF **PUBLICATION.** 

#### 1. Terms and conditions

These terms and conditions (the "Flexipay Wallet Terms and Conditions") govern the provision of the Flexipay Wallet Service by SBU to the individual accessing or using the Flexipay Wallet Service ("You", "Your"), together with the other constituent parts of the Agreement between SBU and You, as described below.

The following capitalized terms have the respective ascribed meanings in this Agreement:

- a)  $\mbox{\bf Account}$  means the electronic account associated with Your Flexipay Wallet .
- b) **Affiliate** means, in relation to a party, any company or other legal entity which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under the common control of a third party with such party. For the purposes of this clause, "control" as used with respect to any entity, means the possession, directly or indirectly, of the power to direct or exercise a controlling influence on the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
- c) **Agent** means an agent banking agent contracted to carry out agent banking services on behalf of the Bank
- d) **Agent Banking agreement** means an agent banking agreement pursuant to which an agent is contracted to carry out agent banking services on behalf of the Bank
- e) **Agreement** means, collectively, these Flexipay Wallet Terms and Conditions, the Service Application Form (and all information provided in it) and any other documents incorporate by reference herein.
- f) **Charges** mean the fee payable by the Customer in relation to each Transaction, as published by SBU from time to time on the Digital Channels.
- g) **Content** means any information (whether pictures, data or any other content) made available, displayed or transmitted in connection with the Service including, without limitation, information made available by means of the Flexipay Wallet Application, any third party information or posting or content made available by means of an HTML "hyperlink", all trademarks and domain names contained in such information, as well as contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing).

- h) Customer means You or any other registered and approved person that holds an Account for the Flexipay Wallet Service.
- i) SBU means Stanbic Bank Uganda Limited; owner of Flexipay Wallet trademark and operator of Flexipay Wallet services.
- j) **Digital Channels** means: the Flexipay Wallet Portal (<a href="https://wallet.stanbicbank.co.ug:9005/flexipayportal">https://wallet.stanbicbank.co.ug:9005/flexipayportal</a>) made available by or on behalf of SBU from time to time, and
  - a. the Flexipay Wallet Application.
  - c. USSD (\*291#)
  - d. Authorised Agent & merchant terminals
- k) **Flexi Points** means the points issued under Stanbic Bank's flexipay loyalty rewards program whereby flexipay wallet account holders accumulate points when using flexipay, and when referring non-Customers to the Flexipay Wallet. The points are then redeemable against other goods and services of value, as more fully described at the Bank's flexipay wallet loyalty rewards program at <a href="https://www.stanbicbank.co.ug">www.stanbicbank.co.ug</a>
- I) **Flexipay Wallet** means the mobile wallet solution owned and operated by SBU, consisting of a stored value account used to carry out payments and transfer funds and related products and services.
- m) Flexipay Wallet Contact Centre means the customer service contact centre established by SBU from time to time to receive, investigate and resolve Customer queries and complaints in relation to the Flexipay Wallet Service. The Toll Free Line Being 0800251251
- n) **Flexipay Wallet Point of Sale** means each retail location of a Merchant, agent banking agent or another SBU partner where Customer is able to initiate Transactions.
- o) **Flexipay Wallet Application** means the Flexipay Wallet mobile application made available by or on behalf of SBU from time to time.
- p) **Flexipay Wallet Service or Service means** any and all services (including electronic payment services and the processing of Transactions) offered by SBU from time to time in connection with the Flexipay Wallet.
- q) **Goods and Services** means products or services the customer may access through the Flexipay wallet that may be provided by service providers including the Bank and its partners.
- r) Merchant means any person or entity which is party to a Merchant Agreement.
- s) **Merchant Agreement** means a merchant agreement pursuant to which the Merchant agrees to accept payment for Goods and Services through any platform of the Bank
- t) **Mobile Device** means a mobile device (phone/tablet etc.) that allows access to the Flexipay Wallet Service through a registered SIM Card, via a webpage or Flexipay Wallet application on any operating system.
- u) **Payment Method** means each method of paying for a Transaction that is offered by SBU as part of the Flexipay Wallet Service from time to time, including (as may be made available by SBU from time to time) (i) using stored value credited to Your Account to pay for a Transaction; (ii) using funds from Your credit or debit card to pay for a Transaction or increase the stored value in Your Account;
- v) **Security PIN Code** means Your unique personal identification number made available by SBU to You to access and operate Your Account on the Flexipay Wallet Application and on USSD (\*291#). For avoidance of doubt, You will have the same Security Pin Code to access Your Account on the Flexipay Wallet Application and on USSD (\*291#)
- w) **Service Application Form** means the Service Application Form(s) accessible at the Flexipay Wallet portal (<a href="https://wallet.stanbicbank.co.ug:9005/flexipayportal">https://wallet.stanbicbank.co.ug:9005/flexipayportal</a>), USSD (\*291#) and the mobile wallet application, where You will be requested to fill in Your personal information and any additional information that may be required in order to apply for the Flexipay Wallet Service, and thereafter any other application form that SBU may request You to complete from time to time in order to avail any additional facilities made available by SBU under the Service.
- x) **SIM Card** means the Subscriber Identity Module which enables You to use the Flexipay Wallet Service when used with Your Mobile Device and Flexipay Wallet Application
- y) **Transaction** means
  - a. any instruction from You to purchase Goods and Services using the Payment Methods of the wallet account;
  - b. any instruction from You to add stored value into Your Account using the Payment Methods;
  - c. any instruction from You to transfer stored value held in Your Account to the Flexipay Wallet account of another Customer;
  - d. any instruction from You to redeem stored value in Your Account for an equivalent amount of UGX paid in cash at Flexipay Wallet partner locations designated by SBU from time to time, or credited to an account nominated and held by You at a bank licensed by the Central Bank; and
  - $e. \ \ any \ other \ operation \ which \ SBU \ may \ permit \ You \ to \ initiate \ in \ respect \ of \ Your \ Account \ from \ time \ to \ time.$
- 2. Service description (other than International Money Remittance Services)
- 1. As part of the Flexipay Wallet Services, You may from time to time request the execution of a Transaction by SBU using one of the then-available Payment Methods in accordance with this Agreement.
- 2. You can access, open an Flexipay Wallet account and transact on the Flexipay Wallet platform via USSD (\*291#), the Mobile App or at any of our authorized agents' locations. Access to either USSD (\*291#) OR the App automatically grants you access to either access mode on the platform.
- 3. You can also activate a debit card on this account using either the USSD or Mobile App. The card can be obtained from any of our branches subject to the debit card's terms and conditions that will be presented to you from time to time.
- 4. You will be able to earn and redeem Flexipay points as per the Flexipay Loyalty Rewards Programme which is available at <a href="https://www.stanbicbank.co.ug">www.stanbicbank.co.ug</a>

- 5. Transactions using USSD or Mobile App will attract standard telco charges deducted from Your airtime or data. SMS alerts for account transactions are charged at the going market rate.
- 6. SBU will use reasonably endeavours to complete the Transaction You request, subject to;
  - (a) Your compliance with this Agreement,
  - (b) the execution of the Transaction being compliant with applicable laws, and
  - (c) the Payment Method You designate, and the funds required to pay for the Transaction being available and authorized at the time the Transaction is processed.
    - SBU shall issue electronic confirmation receipt to You to advise if a Transaction You request has been successfully completed or will alternatively inform You by electronic means if the Transaction has been rejected. A Transaction shall be considered successfully completed only on SBU issuing electronic confirmation receipt to You.
- 7. Each time You pay for a Transaction You request using UGX equivalent amount of stored value held in Your Account (including Transactions for the purchase of Goods and Services and Transactions for redeeming stored value in Your Account for UGX equivalent at the Bank's prevailing exchange rate), You hereby irrevocably authorize and direct SBU to debit Your Account by that amount immediately upon SBU confirming the successful completion of the Transaction
- 8. You hereby irrevocably authorize SBU to debit Your Account by the amount of any then-applicable Charges upon the successful completion of each Transaction You request.
- 9. At its sole discretion, SBU may introduce new Flexipay Wallet Services or discontinue any existing Flexipay Wallet Services from time to time and at any time without notice
- 10. All Transactions from the Account must be authorized by You using the Security PIN Code or by such other methods that SBU may implement from time to time. For each Transaction with a Merchant or Agent , You may be required to present Your proof of identity (such as a valid National ID or a passport ) in order to affect the Transaction, and the identification documents You present may be recorded by the Merchant/Agent .
- 11. Each Transaction will be issued with a unique transaction number that is included in the confirmation electronic receipt sent to You. This transaction number is used to track and identify all Transactions carried out on Your Account and You will be required to provide such transaction number if You wish to query any Transaction on Your Account.

#### 3. Age restrictions

1. Certain features, functionalities and/or facilities within the Service will only be made available and can be used by Customers over the age of 18. You hereby represent and warrant that You have provided true information about Your age and that You will not knowingly use any part of the Service which is not open for use by Customers of Your age.

#### 4. Commencement and Application Process

- 1. This Agreement is valid and binding on and from the date on which SBU provides electronic confirmation to You that Your Flexipay Wallet Account has been opened ("the Effective Date").
- 2. The application process for the Flexipay Wallet Service may be completed electronically. However, depending on the information that You provided when applying for the Service, SBU may require You to complete all or parts of the application process in person to verify Your identity and/or provide original documents. SBU may place limits on which features, functionalities and/or facilities are available to You under the Service and/or place limits on Your Transactions. If and when SBU introduces new features, functionalities and/or facilities within the Service, in order to access these, You may be required to provide additional identity verification documents in person. You shall at all times keep the information You have provided to SBU as part of the Service application process or otherwise (including without limitation information about Your name, National ID, bank account details, residency and immigration status, passport, visa and National ID details and contact information) up to date and shall immediately advise SBU in writing of any changes to any such information.

# 5. Liability

- 1. To the maximum extent permitted under applicable law, SBU shall have no liability under or in connection with this Agreement for any loss of business, loss of business opportunity, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill, business interruption, wasted expenditure or for loss of any other economic advantage however it may arise, or for data loss or data corruption, or for any indirect, punitive, special, incidental or consequential loss, even if SBU has been advised of the possibility of such damages or losses.
- 2. To the maximum extent permitted under applicable law, and subject to clause 6.1 above, the total liability of SBU under or in connection with this Agreement in connection with a Transaction shall be limited to the value of that Transaction.
- 3. If You are not satisfied with the quality of the Flexipay Wallet Service or the manner in which it is provided, or object to any variation to the terms and conditions of this Agreement, to the maximum extent permitted under applicable laws Your sole and exclusive remedy is to discontinue using the Flexipay Wallet Service.
- 4 You shall be fully and solely liable for and bear all Charges, losses, and damages arising from any Transaction which is authorized using Your Security PIN Code and/or other authentication credentials for using the Flexipay Wallet Service which SBU may issue to You from time to time ("Credentials"), unless You have notified SBU in writing or through any Digital Channels which SBU makes available expressly for such purpose that Your Security PIN Code and/or Credentials have been stolen or compromised. If You disclose Your Security PIN Code and/or Credentials to a third party, or if You fail to safeguard and protect Your Security PIN Code and/or Credentials are used by any third party to authorize one or more Transactions, then to the maximum extent permitted under applicable law, You will indemnify and hold SBU and its employees, officers, directors and shareholders harmless for any losses, liabilities, damages, costs (excluding any opportunity cost or cost of funding), expenses (including management time and reasonable legal fees) and charges arising out of or in relation to any such Transaction until the earlier of (a) the time when You change the Security PIN Code and/or Credentials, and (b) the time when SBU receives notification from You (in writing or through any Digital Channels which SBU makes available expressly for such purpose) that Your Security PIN Code and/or Credentials have been compromised or stolen.

- 5. You shall be fully and solely liable for the losses related to any Transaction where You are proven to have acted fraudulently, negligently or are otherwise found to be in breach of this Agreement
- 6. In the event of fraud, loss or theft of the SIM Card or Mobile Device, You are obliged to immediately notify SBU in writing or through any Digital Channels which SBU makes available expressly for such purpose of the same in order that SBU may freeze Your Account. Charges may be applicable if Your service provider requires to replace the SIM Card and You will be responsible for the payment of such charges and for any Transaction effected up to the time You froze Your Account or requested SBU to freeze it. You will indemnify and hold SBU and its employees, officers, directors and shareholders harmless for any losses, liabilities, damages, costs (excluding any opportunity cost or cost of funding), expenses (including management time and reasonable legal fees) and charges arising out of or in relation to any Transactions requested or made with Your Mobile Device and SIM Card prior to SBU freezing Your Account pursuant to Your notification, as described above.
- 7. Whilst SBU takes the utmost care in securing all communications, please note that the confidentiality of communications via any public telecommunications network is susceptible to unlawful interception and hacking, especially through public Wi-Fi. SBU shall not be liable for any loss or damage whether direct or consequential arising out of any such unlawful interception or access.
- 8. To the maximum extent permitted under applicable law, SBU shall not be liable for any purchase, delivery, fitness for purpose and/or warranty of any Goods and Services purchased by You from any third party (including a Merchant) using the Account or otherwise through an Flexipay Wallet Service. You will be bound to the sales agreement entered between You and the relevant Merchant, Agent or vendor. For any issues with the Goods and Services obtained from the Merchant, You should contact and register Your complaints with the Merchant and/or the payment services provider who supports the Payment Method (e.g. credit card provider) that You have used.
- 9. If You request any Transaction to redeem stored value in Your Account for an UGX equivalent amount in cash at a designated Flexipay Wallet partner location, You acknowledge and agree that it is solely Your responsibility to verify the correct amount and authenticity of the bank notes You receive at the time the Transaction is executed, and that SBU shall have no liability to You in that respect to the maximum extent permitted under applicable law.
- 10. Any misuse of the Service by You in breach of the Agreement shall be at Your sole risk and cost. You will indemnify and hold SBU and its employees, officers, directors and shareholders harmless for any losses, liabilities, damages, costs, expenses (including management time and reasonable legal fees) and charges arising out of or in relation to any third party claim to the extent such claim relates to any breach of the Agreement. This is without prejudice to other rights and remedies SBU may have under the Agreement or otherwise, including its right to initiate such criminal or civil proceedings it may deem appropriate against You.
- 11. To the maximum extent permitted under applicable law, SBU disclaims all liability whatsoever, for any loss of data howsoever caused including non-delivery, misuse or miss-delivery or for any interruption, suspension or termination of Service.
- 12. SBU is not responsible for material or information contained in any third-party Content that is accessible or provided through or in connection with the Service. The Customer is solely responsible for all Content that he/she transmits by any means, and for determining the suitability of all accessed Content.
- 13. At its sole discretion SBU reserves the right to screen Transactions and to reject any Transaction,
  - (a) which SBU determines in its sole discretion would violate applicable law or the risk policies of SBU and/or its partner financial institutions, or
  - (b) if SBU suspects You are in breach of the Agreement, or that fraudulent or illegal activity is taking place. SBU shall bear no responsibility for a Transaction which SBU rejects in accordance with this clause 6.13. SBU will provide You with electronic notification of any Transaction which is rejected, and where possible, the reasons for such rejection.
- 14. To the maximum extent permitted under applicable law, SBU will not be liable to You for any losses You suffer or costs You incur because:
  - You are unable to access or use the Flexipay Wallet Service, and SBU makes no commitment on the availability of the Service and shall not be liable for any planned or unplanned outages;
  - any device (including Your Mobile Device), hardware or software You use in connection with the Flexipay Wallet Service is damaged, corrupted, hacked or fails to work;
  - Flexipay Wallet Service does not work as You expect, does not meet Your requirements or contains errors or defects or SBU fails to correct these in any specified time;
  - There is a reduced level or failure of third-party service providers to provide any services including but not limited to software providers, mobile operators, merchants, payment schemes etc.
  - To the maximum extent permitted under applicable law, SBU shall not be liable for any Transactions which it rejects because
    of insufficient funds in Your Account or, if You have elected to use another Payment Method to fund the Transaction, lack of
    authorization for sufficient funds for any reason.
- 15. Nothing in this clause 6 or elsewhere in this Agreement shall operate to limit or exclude liability of either party which cannot be limited or excluded under applicable law (including any Regulatory Framework for Stored Values and Electronic Payment Systems as may be provided by the Central Bank or any Regulatory Authority, as amended from time to time, the "National payment system Act and relevant corresponding regulations").
- 16. The provisions of this clause 5(Liability) shall survive the termination of the Agreement.

# 6. Representation and Warranties

1. You represent and warrant that all information provided by You to SBU, including information provided in the Service Application Form, is true and complete, and that it is not misleading.