

# Terms and Conditions for Account Opening

These Terms and Conditions shall constitute a binding agreement between you as the Customer (“Client”, “account holder” or “you”) and Stanbic Bank Uganda Limited (“the Bank”,

“we” or “us” “our”) at the time of signing the same.

## Definitions

In these terms and conditions, the words and phrases have the meaning set below unless the context indicates otherwise:

“Access Code / Pin” means A personal identification number; the secret code initially received from the bank to access your electronic banking service and Visa debit card, and any modification of the same by the customer thereafter.

“Account holder” means the person in whose name the banking transactional account or electronic banking registration is done.

“Account” means Electronic banking account, transactional account.

“ATM” means Automated Teller Machine

“Customer Care Centre (CCC)” means the Call Centre dedicated to attending customers

“Electronic Banking” means All electronic banking services i.e. Online Banking, Mobile Banking (Stanbic App and USSD) and Alerts (SMS and E-mail)

“Transaction, transact” means Any debit or credit on your account. It includes any payment for goods or services; cash in or cash out or transfer of money or value.

## 1. Deposits

1.1 We will accept for deposits to your account all cash, cheque and other items payable to you.

1.2 The proceeds of cheques and other similar items deposited will only be available as cash when paid or cleared. (When you deposit a cheque or other items the amount is provisionally credited to your account before payments)

1.3 We are unable to process post-dated cheques.

## 2. Deposits Reversed

2.1 We will debit your account with the amount of any cheque or other item deposited that is unpaid.

2.2 We will debit your account with the amount of any cheque or other item deposited to which you are not entitled and may pay the amount to the owner thereof, whether your account is in credit or debit, and we will inform you of our action taken.

## 3. Payments

3.1 We will make payments from your account on your instructions only if there are sufficient funds available.

3.2 By prior written arrangement, you may instruct us by means of computer or other electronic equipment to make payments from your account and you will debit your account with the amounts concerned.

## 4. Stop Payments

4.1 You may stop the payment of a cheque you have issued before it is presented for payments unless the bank has made a commitment to pay it.

4.2 We may accept stop payments of debit orders but the onus rests on you to cancel the underlying contract and you hereby indemnify the Bank against any legal action arising out of such cancellation.

## 5. Interest and Charges

5.1 We will charge you interest on any overdrawn balances.

Details of such charges are available on request.

5.2 We will charge you for various services provided, and details of such charges are available on request or in relevant brochures.

5.3 We reserve the right to vary charges and interest rates from time to time but notice of such charges will be communicated to you either in print media or by publication at any of the Bank’s points of representation.

## 6. Statements

6.1 We will provide you with regular statements of your account.

6.2 You should advise us as soon as possible, preferably within 30 days of receipt of the statement of any entry you regard as incorrect.

6.3 If you fail to notify us timeously of forged or unauthorised entries on your account, and this results in further losses, we may not refund such losses to you, provided we have not been negligent or breached our duty of care.

## 7. Overdrafts

7.1 If your account is overdrawn without suitable arrangement, we may offset it from any other account(s) held by you.

7.2 A certificate signed by a manager of our bank containing details of an amount, including interest, owned by you will be sufficient proof thereof unless the contrary is proved.

7.3 We shall regard the latest postal or residential address given by you to us as the address where notices may be given and documents in legal proceedings may be served.

7.4 If necessary, we may take legal action against you in a Court of Law in Uganda.

7.5 You will be responsible for payment of all our reasonable expenses in recovering any amounts you owe us, including legal fees on any attorney and on client basis, collection fees and tracing fees.

## 8. Investment and Savings Accounts

8.1 Fixed/Contract Save/ Investment/Call Deposit are non-transferable.

8.2 The interest rate for call deposits may be varied by the bank from time to time

8.3 The interest rate for a fixed deposit account remains static until the deposit matures.

8.4 All interest will be forfeited upon premature breakage of the fixed deposit account.

## 9. Closing of Account

9.1 We will close your account on receipt of a request on writing signed by you to do so.

9.2 We reserve the right to close your account on reasonable prior notice if in our opinion it has been conducted in an unsatisfied manner.

9.3 If your account remains unfunded, overdrawn or inactive for 90 consecutive days, the bank reserves the right to close your account upon reasonable prior notice.

## 10. Credit Record

10.1 We may make enquiries about your credit record with any credit reference agency or any other party, where available.

10.2 We may provide credit reference agencies with regular updates regarding the conduct of your account including any failure on your part to meet these terms and conditions, where agencies are present.

## 11. Confidentiality

11.1 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:

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

## 12. Permission to Process Personal Information

12.1 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.

12.2 If you give us Personal Information about or on behalf of another person, you confirm that you are authorised 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.

12.3 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 policies

12.4 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.

12.5 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.

### 13. Use of Card

In the event, you have opted for an Auto Bank Card or a Visa Debit Card, its use and application shall be subject to the terms and conditions (terms) of this clause.

- 13.1 All applications for cards are subject to the Bank's approval.
- 13.2 The Bank reserves the right to refuse you access to the card in its sole and absolute discretion.
- 13.3 The bank shall have the right to verify your identity and refuse to provide you with the card if you cannot provide the Bank with proof of your identity to the Bank's satisfaction.
- 13.4 You must sign the card on the reverse side in ink immediately after receiving it.
- 13.5 Additional cards linked to your account may be issued to other persons authorized by you.
- 13.6 You will be charged the prevailing service fees and other account charges.
- 13.7 The Bank shall always remain the owner of the card.
- 13.8 You must only use the card yourself and must not allow any other person to use the card.
- 13.9 You may use the card to buy goods and/or services from those suppliers which accept the card.
- 13.10 When using the card to buy goods and/or services you must sign a transaction slip.
- 13.11 The Bank will give you a Personal Identification Number (PIN) which will enable you to draw cash, make local deposits, transfer funds, make purchases and otherwise operate the card on Automated Teller Machines ("ATMs").
- 13.12 You must comply with exchange control regulations when using the card outside the Country.
- 13.13 The Bank will charge to your account any payments the Bank makes on your behalf for purchases or cash withdrawals you or the additional cardholders make using the card, whether or not the slips or vouchers are signed.
- 13.14 You will not be allowed to stop payment to any supplier.
- 13.15 You are responsible for the safe keeping and proper use of the card. You must either memorize the PIN the Bank supplies, or keep any record of the PIN separate from the card and in a safe place.
- 13.16 As soon as you discover or suspect that your card is lost or stolen or your PIN is compromised, you must notify the Bank immediately by telephone. The Bank will stop the card as soon as reasonably possible after such notification. Delay in notifying the bank will be considered as negligence on your part.
- 13.17 If you are negligent in not promptly reporting the card lost or stolen, you will be responsible for all cash drawn including where the PIN is used to withdraw money and/ or for payment of goods and services bought with the card, before the Bank has stopped the card.
- 13.18 Should you dispute that any purchase or withdrawal debited off your account was not authorized by you, you will have to prove it, whether or not the slip or voucher was signed. Unless you have provided adequate proof to the satisfaction of the Bank, you will be deemed to have authorized such purchase or withdrawal.
- 13.19 Should you decide to terminate your relationship with the Bank, you must inform your branch in writing and the request must be accompanied with your card, which must be cut into pieces so that it cannot be used again. If you do not cut your card up and it is used without your authority, you will be held responsible.
- 13.20 The Bank is not responsible for any loss arising from any failure, malfunction or delay or any EFTPOS unit or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.
- 13.21 The Bank shall be entitled but not obliged to send any notice in terms of the e-mail address (if any) you specified on your application form.
- 13.22 The Bank may at any time amend these terms by notice in writing to you. Any amendments will not constitute a cancellation of this agreement.
- 13.23 You may not vary any of these terms.
- 13.24 These terms will be governed by Ugandan law.
- 13.25 Reference to the card in these terms where applicable, include any additional card.
- 13.26 A favor or concession the Bank may give you will not affect any of the bank's rights against you.
- 13.27 The Bank's right to receive payment from you will not be affected by any dispute between you and a supplier.
- 13.28 You must immediately notify the bank if you are under an administration order, become sequestered, or have any other form of legal disability.
- 13.29 You must pay all the Bank's expenses in recovering any outstanding amounts you owe the Bank. Including legal fees on an attorney and own client scale, collection fees and tracing fees.
- 13.30 In the event you request the bank to issue an additional card linked to your account, the Bank reserves the right to conduct credit checks on the holder of the linked card.
- 13.31 You agree to the default transaction limits that the bank will activate for your debit card before issuing you this debit card concerning ATM cash withdrawal, Point of Sale (POS) transactions as well as online card transactions.

- 13.32 You are aware of the risks concerning debit card transactions across ATMs and therefore agree that the bank will not be liable for any loss or damage that you may suffer having increased your daily ATM withdrawal limit beyond the banks default ATM floor daily withdrawal limit.
- 13.33 You are aware of the terms and conditions that your debit card is automatically enabled for Point of Sale and online (ecommerce) transactions without a maximum daily transaction limit. Therefore, you acknowledge and agree to waive any rights you may have or obtain against the bank arising directly or indirectly from any losses or damages which I may suffer from Point of Sale and online transactions because you are responsible for the safe keeping and proper use of my debit card, PIN and the embossed details on the debit card.
- 14. Electronic Banking**
- In the event, that you have opted for Electronic Banking you shall be bound by the terms and conditions of this clause:
- 14.1 For the use of electronic banking you will be charged/pay fees as per the Bank's pricing structure through, A subscription fee and/or transaction fee based on the type of transaction(s) you perform. Details of our subscription and transaction fees are available on our website and branches.
- 14.2 If you fail to pay our fees or if you have insufficient funds in the account which you have selected for this purpose, we reserve the right to refuse you access to the relevant electronic banking service and to debit all outstanding fees to any other account you have with the bank.
- 14.3 Before you can use the electronic banking, you must register and get issued with an access code/pin. Registrations can be done at our branches, online or via call centre. For more information on how to register visit our branches or call Customer Contact Centre (CCC) on 0800150150 or 0800250250
- 14.4 Your bank account is linked to your mobile number if you change your mobile number you have the responsibility to ensure that you inform us either by calling CCC or by visiting our branches as the new number will have to be updated.
- 14.5 To help you to manage your money safely there are daily limits on your account as you transact via electronic banking channel. You can increase or reduce these limits by contacting your Customer Consultant or phoning the CCC (refer to product brochures, websites, call centre or branch for detailed limits for your accounts).
- 14.6 You may access the money in your account at any time using any of our electronic banking channels.
- 14.7 You must authorise your Transaction(s) with your PIN, or by any method we may decide from time to time.
- 14.8 We may correct any mistakes that we may make on your Account at our discretion.
- 14.9 If you want to perform Transactions for amounts more than the limits for your account, you will need to visit your branch with your valid identity document for your limits to be changed.
- 14.10 We may check and confirm any record of a Deposit into your Account. Our records will be taken as correct unless the contrary is proved.
- 14.11 Your Account will reflect any Deposits made into it, but the money will only be made available to you after the Deposit is cleared.
- 14.12 We may close your Account by 14 days' written notice to you. But, we need not give you notice in the following circumstances, and may close your Account immediately:
- For criminal activity or
  - In compliance with a court order or order from a regulatory authority requiring immediate compliance or
  - Where you have been threatening, intimidating or violent towards Bank staff.
- 14.13 If we close your Account in terms of clause 15.12 you must make sure that all debit orders linked to your Account are removed within days of notice to close your Account, as these debit orders will be declined after this period and we will not accept any liability resulting from the declined debit orders. This does not affect our right to decline a debit order if there are insufficient funds available in your Account at any time.
- 14.14 We will not be responsible to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend your Account in terms of this clause 15.12.
- 14.15 We will notify you if we believe that you are no longer using your Account within the regulatory stipulated period. We will allow you an opportunity to begin using your Account again, after which, if you have not begun using it again, it will be closed.
- 14.16 You are responsible for the safekeeping and proper use of your mobile phone, access code/PIN and for all Transactions that take place on

your Account using your PIN. We are not responsible if your account is accessed or compromised because you failed to keep your access code/pin safe. You hereby undertake to indemnify us against any claims made for such Transactions.

If you dispute that any purchase or withdrawal debited off your Account was authorised by you, you will have to prove that it was not authorized by you.

14.17 We can accept your voice telephonic instructions without your written confirmation. This will be recorded and used as your confirmation to authorise us to follow your instructions. We will ask security related questions to confirm your identity when you phone our CCC to ensure your identity.

14.18 You are responsible for protecting your mobile phone against viruses when you use the Internet to access our website and Internet banking facilities.

14.19 You must report any compromise of your access code/pin to us without delay through our CCC or your branch. Identity verification will be followed to prevent someone else from impersonating you.

14.20 When you notify us to disable your access code, we are entitled to:

- a) Reject all instructions received after such notifications.
- b) Suspend the processing of all instructions not yet executed.
- c) Reverse (if possible) all executed transactions with effect from such date and time as we may.

14.21 We will make every effort to ensure that the Service is continuously available to you. The availability of the Service is however dependant on factors beyond our control, such as your mobile and internet network's availability and performance, your handset's performance and compatibility with the service and sufficient airtime, data or any other mode of connectivity being available to you. If services are not available due to factors beyond our control, we will not be held liable for the unavailability of the services.

14.22 We are not responsible for any loss or damage arising from any failure, malfunction, or delay of third party systems including; mobile networks, mobile phone, the Internet or terminals or any of their supporting or shared networks, resulting circumstances beyond our reasonable control.

14.23 You permit us to issue notices required in terms of this agreement, legislation or regulation by making or sending such notifications, by post, email, Fax or similar future technologies as well as print media. Any notices so issued by us, will as far as they contain contractual terms relating to

electronic banking, also form part of this agreement.

14.24 Unless clearly stated, Information on our communication media is intended to provide you with only general information about the bank, its products, services and objectives. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment or to enter into any transaction.

14.25 Unless you notify us before we give effect to an instruction, you authorise and permit us to regard and rely on and perform all instructions and activities you conduct or that appear to originate from you (even if someone else is impersonating you) after you enter your access code /PIN as being authorised by you and intended to have legal force and effect. Your instructions to us will be subject to the same turnaround times and process that apply to your customer profile, the type of account you have and type of transaction involved. An instruction, including purchases of electronic banking services cannot be terminated or revoked once sent to us. You will not hold us liable if you execute the same instruction more than once and neither instruction will be reversible.

14.26 An instruction is deemed to be received by us only.

14.27 Once we have confirmed we have received it. If we fail to confirm receipt of your instruction, do not re-send the instruction before checking your statements or contacting our CCC.

14.28 We may enquire about your financial position, and transaction history at any time and you must provide us with any financial or other important information which we may ask for from time to time.

14.29 We may provide other banks, upon their request, with bank reports relating to the conduct of your account.

14.30 We may terminate your access to electronic banking if you breach a material term of this agreement and fail to remedy it within five days of you being notified of the breach. We may do this without detracting from our right to take any other steps available to us at law or under this agreement.

14.31 All copyright, trademarks and other intellectual property rights used as part of our services or contained in our documents are owned by us or our licensors. You agree that you will acquire no rights to them.

14.32 The invalidity, illegality or unenforceability of any of the provisions of these Terms will not affect the validity, legality and enforceability of the remaining provisions of these Terms.

14.33 We may use services of other organizations to provide information or services. We have no control over this and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness and reliability.

14.34 Information transmitted via unsecured communication media is susceptible to potential unlawful access, distortion, or monitoring. You must comply with the security tips which are published on the media you use. You accept that we cannot be held liable for any loss, harm or damage suffered by you as a result therefore.

## 15 Sanctions

15.1 You undertake to immediately notify the bank upon becoming the subject of sanctions investigations whereupon the bank maintains the right to terminate the relationship should I become the subject of Sanctions under a regulatory body duly authorised to issue such sanctions including; the government of Uganda, Her Majesty's Treasury of the United Kingdom (HMT), the Office of the Foreign Assets Control of the Department of Treasury of the United States of America ("OFAC"), the United Nations Security Council ("UNSC"), the European Union's Common Foreign and Security Policy (EU) and the French Ministry of Economic, Finance and Industry.

15.2 You hereby indemnify the bank against any actions, proceedings, claims and/or demands that may be brought against the Bank, as well as against losses, damages, costs and expenses which I may incur in connection with the seizure, blocking, withholding of any funds by any Competent Authority and any activity which directly or indirectly benefits any party against who sanctions have been established by any Competent Authority.

15.3 You undertake that; I will not use (or otherwise make available) the funds/facilities on this account (s) for the purposes of financing, directly or indirectly, the activities of any person which is Sanctioned or in a country which is subject to any Sanctions; I will not contribute or otherwise make available, directly or indirectly, the funds/facilities on this account (s) to any other person or entity if such party uses or intends to use such funds/facilities for the purpose of financing the activities of any person or entity which is subject to any Sanctions; I am not involved in any illegal or terrorist activities currently or in the foreseeable future the subject of any sanctions investigation and shall notify the Bank if my customer/parent/shareholder/surety and/or grantor becomes the subject of a sanctions investigation.

## 16. Foreign Account Tax Compliance Act (FATCA)

16.1 We are obliged to comply with the current FATCA statute and any subsequent amends to the statute. For us to fully comply, we may request you to provide us with more information as prescribed by the FATCA regulations at any time and this information may be shared with the United States Internal Revenue Service Office. By accepting to open the account, you consent to provide us with the necessary information should we request you to.

## 17 General

17.1 We may check by reference to third parties the correctness of details given in this account opening form.

17.2 You may not transfer the account into the name of another person.

17.3 The postal address you supply on your account opening form will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify the Bank in writing or email immediately if your chosen address changes/has changed.

17.4 We may choose to send any non-legal notice through addresses which you give when you apply for an account. These notice(s) will be treated as having been received by you, unless the contrary is proved:  
a) Within seven days by posts.  
b) Within one day by fax or email.

17.5 You must notify us immediately if you are placed under any other form of insolvency or legal disability.

17.6 You consent to the Bank carrying out identity and fraud prevention checks and sharing the information relating to this application with the Fraud Prevention Agencies.

17.7 You must notify us immediately of any change in any of the details you provided us when you opened the account.

17.8 Your information, including your personal information, your telephone conversations with our CCC and your Transactions will be recorded and stored for record keeping purposes for 10 years. We are obliged by law to regularly update your personal details, such as your current physical / residential address and contact information. We may contact you from time to time to do this.

17.9 You acknowledge and agree that the Terms will be treated for all purposes as having been entered into - in Uganda and any breach of these Terms will be treated as having taken place in Uganda.

- 17.10 You must pay all our expenses for recovering any amounts you owe us, including legal fees of an attorney, collection fees and tracing fees.
- 17.11 An invoice or claim signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the invoice or claim unless the contrary is proved.
- 17.12 These Terms and Conditions are governed by Ugandan law. Any disputes arising as a result of your use of your account and any products you opt for will be decided by a court of competent jurisdiction.
- 17.13 You must notify us immediately if you are under an administration order, or any other form of insolvency, trust or agency.

**18. Declaration**

- 18.1 I/ We authorize you to make any enquiries you considered necessary in connection with this application.
- 18.2 I/We confirm that the information given is true and complete.
- 18.3 I/We agree that I/We have understood the Terms and Conditions of this account and agree to bound.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_