

CREDIT CARD APPLICATION FORM

Card Pick Up Branch.....

Date.....

CUSTOMER DETAILS

Customer Name	
Account Number	
Telephone Contact	
Email address	
Physical address	
ID number	
Marital status	
Credit Card Limit	
Payment Date	
Min Monthly Repayment instalment % (Min 10% of amount utilised)	

Ihereby confirm that I have agreed to sign up for a credit card, as per the details indicated in the table above.

Customer Signature: _____

IN THE PRESENCE OF:

Witness Full Name: _____

Physical Address: _____

Occupation: _____

Contact: _____

OFFICIAL USE:

Received by: _____ Signature: _____

Terms and conditions for Credit Card/s

Your application for and use of a credit card is subject to the following terms and conditions (rules) these rules are in addition to any other laws and regulations as enacted, re-enacted and amended governing our relationship with you. You must understand each clause of the rules set out here. Remember you must always adhere to these rules, as they are a binding agreement between you and us, Stanbic Bank Uganda Limited (registration number 80020001471657). Please contact us if you need further explanations of anything related to the use of your card. You may contact us at cccug@stanbic.com or speak to a consultant at a Stanbic Bank branch.

What we mean:

- “Account holder” means the person who has applied for and will be granted a card account and who will use the account for its intended purpose.
- “Account limit” means the total credit limit approved by us to be used by you for a revolving credit facility on the card account.
- “Additional cardholder” means the person/s to whom an additional card, which is linked to your card account, is issued at your request.
- “Agreement” means your application and these rules together with all payment instructions, letters and notices given.
- “ATM” means an automated teller machine.
- “Card” means the relevant credit card, including any additional cards that we issue to you after we have approved your application.
- “Card account” means the credit card account opened in your name.
- “Merchant” means a supplier of goods and services and includes an ATM owner.
- “PIN” means your personal identification number. This will either be the number we give you or the number you choose.
- “Transaction” includes, but is not limited to, any transaction done on your card account with or without your card, card number and/or PIN to pay for any goods or services or to withdraw cash or to transact using an electronic device.
- “Operational bank account” means your normal transactional/savings account held with the Bank.
- “Revolving credit facility” means a credit facility with a minimum repayment option as determined by us from time to time.
- “We”, “us” or “Stanbic Bank” means Stanbic Bank Uganda Limited.
- “You” or “your” means the account holder and any additional cardholder.
- “SMS” means short message service which is an electronic communication done using a cellphone or cellular network.

1 Applying for a card

1.1 Any application for a card is subject to our normal credit approval process and criteria.

1.2 Only a natural person may apply for a card.

1.3 We will ask you for certain information before we consider your application. You must provide complete and accurate information.

1.4 We may decline your application at our discretion.

1.5 We must verify your identity and may decline your application if you cannot give us satisfactory proof of your identity.

1.6 We must establish the source of funds for payments into your card account and may decline your application or terminate this agreement if you cannot give us satisfactory proof of the source of your funds.

1.7 We may issue you with an additional card, depending on whether you qualify under our normal credit criteria.

2 Your card

2.1 Sign your card in ink as soon as you receive it. Use the space provided on the back of the card for this purpose. You are not allowed to use your card if you have not signed it.

2.2 You may have additional cards linked to your card account. You will be liable for all amounts owing on your card account through the use of these cards, whether the transactions were authorized by you or not.

2.3 You and the additional cardholder/s will be jointly and severally liable as co-principal debtors for all amounts owing on your card account through the use of the additional cards. We may recover the full amount owed to us on the additional cards from you or the additional cardholders or both.

2.4 You and the additional cardholder/s will be bound by this agreement.

2.5 The issue of additional cards will not affect the credit limit we allow on your card account.

2.6 We will always remain the owner of the card/s.

3 Using your card

3.1 Only you may use your card. Only the additional cardholder may use the card issued in their name, which has been authorized by you.

3.2 Your card has an expiry date and is valid until the last day of the month shown unless the card account is closed or the card is revoked as per clause 8.

3.3 Having a PIN allocated to your card will allow you to use electronic banking facilities to do transactions such as draw cash from an automated teller machine (ATM).

3.4 You may use the card to pay for goods and services at merchants who accept the card. When paying you must sign a transaction slip. You will not have to sign a slip when doing remote transactions, such as ordering by mail, telephone or through the Internet.

3.5 You must sign a cash withdrawal slip if you withdraw cash through any means other than an ATM.

3.6 Your card account has an account limit and you may not exceed it. You will remain liable for all amounts even if you exceed the limit. A fee will be charged if the outstanding balance on the card account exceeds the account limit on the date of the statement.

3.7 When you use the card to access and transact

over our other delivery channels, for example, Internet banking, the rules of that channel apply in addition to these rules.

3.8 By using your card you accept and agree to be bound by these rules.

3.9 You may not use the card for illegal transactions. It is your responsibility to ensure that your card is used for lawful transactions only.

4 Unauthorized use of your card and

4.1 You are responsible for the safekeeping and proper use of your card. You must either memorize your PIN or keep any record of it separate from your card and in a safe place.

4.2 Notify us immediately if you realize you have lost your card or it has been stolen, or your PIN has become known to any other person. We will stop your card as soon as reasonably possible after being advised to do so.

4.3 You will be responsible for all cash drawn and payments made with your card before we stop it in terms of 4.2.

4.4 Lost card protection (LCP) is automatically provided to you free of charge. It protects you against proven fraudulent non-PIN-based transactions.

4.5 You may dispute that any purchase or withdrawal charged to your card account was not authorized by you. We will investigate it after we receive a statutory declaration from you confirming that you did not authorize the transaction.

4.6 We may call you from time to time to confirm certain transactions. To avoid the inconvenience of a security block being put on your card, please ensure that the contact details we have for you are up to date at all times.

5 Authority to charge your account

5.1 You will remain liable for any amount owing until your card account is paid in full.

5.2 Any purchases or cash withdrawals you make using your card, will be charged to your card account, whether or not the slips or vouchers are signed.

5.3 The transaction is your authority to us to pay merchants and to charge the amount concerned to your card account. You cannot withdraw this authority.

5.4 We are unable to reverse or charge back any payment should you have a dispute with a merchant. You should sort out any such dispute with the merchant.

6 Monthly statement and payment

6.1 We will send a statement to your chosen postal address or an electronic statement to you submitted email every month. The statement will show all transactions on your card account up to the date of the statement.

6.2 The statement will show both the full and minimum amounts payable to us on or before the due date shown on the statement.

6.3 You must advise us in writing within 30 days of the date of the statement should you believe the statement is incorrect. You will have no claim if you do not advise us within that period.

6.4 You should contact our Customer Contact Centre if you do not receive a monthly statement. Failure to receive a monthly statement will not entitle you to refuse or fail to pay any amount that is due to us.

6.5 We may verify and confirm any record of a

deposit into your card account. Our records will be taken as correct unless the contrary is proved.

6.6 Your card account will be credited immediately with any deposit made into it, but the proceeds will only be made available once they are irrevocably and unconditionally cleared. We will not accept any post-dated cheques or any other cheques made out to anyone other than the account holder followed by the 16-digit card number.

6.7 All deposits to your card account will first go towards interest then to fees and finally to the principal debt.

6.8 Where applicable, we will send you regular updates on the status of your card via short message service (SMS) to the cell phone number provided on your application form or notified to us in writing.

6.9 If your account is in arrears, we may send you an SMS to remind you of the outstanding amount.

6.10 We do not guarantee the security of any SMS or other communication we may send you with regard to your card account and we will not be liable for any disclosure of information relating to your account that is not attributable to our negligence or willful default.

7 Interest and other charges

7.1 You must pay interest to us on all overdue accounts.

7.2 Interest will be payable;

7.2.1 If you do not pay the full outstanding amount owing on your account on or before the payment date shown on your monthly statement, all transactions shown on the latest statement and future statements will attract interest from the date of each transaction on the account until you have settled the full outstanding amount owing to us:

7.2.2 on the amount of each cash advance (for example, cash withdrawals, travelers' cheques, fuel purchases, casino chip purchases) if the cash advance results in a debit balance on your account. Interest is calculated from the date of each cash advance until the amount is paid to us in full:

7.3 Interest is calculated on a daily basis on the outstanding balance.

7.3.1 Charged monthly in arrears and is due and payable immediately and debited to your account.

7.4 We may change the interest rates, product features and other charges from time to time on notice to you.

7.5 We determine the annual or monthly fee payable on your card. The fees are published each year in our pricing brochure and on www.stanbicbank.co.ug

7.6 You will be charged service and other account fees as set out in the pricing brochure, as amended from time to time.

7.7 International purchases are subject to a currency conversion fee.

8 Closing of your account and revoking of your card

8.1 You must advise us in writing if you want to close your card account or cancel your card. You must destroy and return the card(s) to us with your letter. To destroy a card so it cannot be used again:

- Cut through the magnetic stripe and account number.

- Scratch out the numbers 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 the transactions.

8.2 We may choose, at any time, to revoke your card or to close your card account to protect our interests.

8.3 All amounts you owe us, including accrued interest, will immediately become due and payable to us if:

- You request us to close card account; or
 - You request us to cancel a card; or
 - We revoke your card or terminate this agreement; or
 - We close your card account; or
 - You breach any aspect of this agreement; or
 - You are declared bankrupt, or your estate is provisionally or finally placed under a receiver or other administrator; or
 - You die.
- a) It is important to note that closure of the Credit Card account does not result into closure of your operational bank account. You will be expected to explicitly request the closure of your operational bank account should you wish.
- b) Accrued credit balance and fees will be the liability of the customer and will be due for collection from customers attached operational bank account.
- c) However closure of your operational bank account does require the cancellation of your credit card and the settlement of any dues (including fees and payments) on the card.-
- d) You will be required to furnish the Bank with written instructions for purposes of closing the operational bank account and credit card account, or the cancellation of the credit card.
- Consents and conduct of the account.
 - Credit reference agencies You consent to us:
 - Making enquiries about your credit record with any credit reference agency and any other party to confirm the details on this application.
 - Providing regular updates regarding the conduct on your card account to the credit reference agencies and allowing them to in turn make the record and details available to other credit grantors.
 - Listing your details with any credit reference agency should you default on your repayment obligations to us.
 - Releasing information to third parties for recovery and/or debt collection purposes.

9.2 Disclosure within Standard Bank Group

9.2.1 You consent to us sharing information relating to your card application, card or card account with any of our affiliates or associates within the Standard Bank Group for all purposes, including marketing.

9.2.2 You agree that we may request or authorize any of our affiliates or associates within the Standard Bank Group to perform any or all of our obligations under these rules and that any of our affiliates or associates within the Standard Bank Group may exercise our rights under these rules. We may disclose information relating to your application, card or card

account to our affiliates or associates within the Standard Bank Group for purposes of the above, including card issuing, administration, dispute handling and debt collection.

10 Malfunction of electronic facilities

We are not responsible for any loss arising from any failure, malfunction or delay in any point-of-sale terminal or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.

11 Addresses for notices

11.1 The address you supply on your application form will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify us, in writing, at one of our branches or via email immediately if you're chosen address or email address changes.

11.2 You should send any legal notice to us at our chosen address: Stanbic Bank Uganda Limited, Crested Towers, Short Tower, Plot 17 Hannington Road, Kampala, for the attention of the Head Legal.

11.3 You acknowledge and agree that our agreement will be regarded as having been entered into in Uganda and any breach of this agreement will be considered as having taken place in Uganda.

11.4 We are entitled, but not obliged, to send you any notice in terms of this agreement to an email address you specified on your application form. Such email communication will be regarded as having been received by you unless the contrary is proved.

11.5 Any correspondence that we send to you by post will be considered to have arrived within seven days of posting and any correspondence that we send to you by fax or email will be considered to have arrived on the day that it was sent.

11.6 We are obliged by law to regularly update your personal particulars, such as your residential address and contact information. We may contact you from time to time in this regard.

12 General

12.1 We may at any time amend these rules by giving you written notice.

12.2 On renewal or replacement of your card, updated rules will be sent to your last chosen address. You are bound by the rules in force at the time of such renewal or replacement.

12.3 You may not vary these rules.

12.4 This agreement will be governed by and interpreted in accordance with the laws of the republic of Uganda as enacted, re-enacted and amended from time to time. The card(s) will be administered by The Standard Bank of South Africa Limited.

12.5 You agree that we may sue you in any competent court in Uganda to recover any monies due as at the date of instituting the proceedings.

12.6 Any favor or concession we may give you will not affect any of our rights against you.

12.7 Should you default on your card account, the law allows us to use any credit balance in another of your Stanbic Bank accounts to set off any amount owing on your credit card.

12.8 You must tell us immediately if you are under a bankruptcy order, become insolvent or have any other form of legal disability.

12.9 You will pay all our expenses and other costs in recovering any outstanding amounts you owe us, including legal fees on an attorney and own client scale, collection, tracing and penalty fees.

12.10 A certificate signed by any of our managers (whose appointment need not be proved) as to the amount of your debt to us, the fact that the amount is payable, the interest payable and the date from which such interest is calculated and any other matter relating to the debt, will on its mere production, be sufficient proof of the facts stated in the certificate, unless the contrary is proved.

12.11 We can close your account, restrict activity or suspend access to your card account if we in any way know or suspect that your card account is being used fraudulently, negligently or for illegal activities or if we must do so to comply with the law, without notice to you.

12.12 If we close or suspend access to your account for any reason, we will not be liable 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.

12.13

We will provide credit protection cover to settle the outstanding debt on the credit card in the event of your death or permanent disability, up to a maximum of UGX 100,000,000 and minimum of UGX 250,000. The insurance cover is subject to separate terms and conditions which are available on request.

Customer Name	Signature