

End User Terms and Conditions for Airtel Consumer Savings and Fixed deposits

TERMS AND CONDITIONS FOR THE KCB/AIRTEL ACCOUNT

1. THE AGREEMENT

- 1.1 This Agreement sets out the complete terms and conditions (hereinafter called "the Terms and conditions") which shall be applicable to the KCB/Airtel Account (as hereinafter defined) opened by You (as hereinafter defined) with the Bank (as hereinafter defined).
- 1.2 These Terms and conditions and any amendments or variations thereto take effect on their date of publication.

2.0 DEFINITIONS

- 2.1 In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:
 - 2.1.1 "Bank" means KCB Bank Uganda Limited incorporated in Uganda as a limited liability company under the Companies Act 2012 (of the Laws of Uganda) and duly licensed as a bank under the Financial Institutions Act (FIA 2004 of the Laws of Uganda) and includes subsidiaries of the Bank as may from time to time be specified by the Bank to You;
 - 2.1.2 "Credit Reference Bureau" means a credit reference bureau duly licensed under the FI Credit Reference Regulations, 2015, as amended, revised or promulgated from time to time, to inter alia, collect and facilitate the sharing of customer credit information;
 - 2.1.3 "Customer" means the person in whose name the KCB/AIRTEL Account with the Bank is existing;
 - 2.1.4 "Customer Care Centre" means any Airtel Retail Shops or Bank Branch or such other Bank Agent or Agents as may be notified to the Customer by the Bank from time to time;
 - 2.1.5 "E-Money" means the electronic monetary value depicted in your Airtel Money Account representing an equal amount of cash;
 - 2.1.6 "Equipment" includes your mobile phone handset, SIM Card and/or other equipment which when used together enables You to access the Network;
 - 2.1.7 "Facilitation Fee" means the fee charged for the KCB/AIRTEL service as stated in Table A. Facilitation Fees are subject to change at any time at the Bank's/Airtel Uganda's discretion subject to giving You thirty (30) days' notice of the proposed change.
 - 2.1.8 "Interest rate" means to the rate charged for credit facilities or bank credit facilities as per the laws of Uganda.

- 2.1.9 "NIRA" means the National Identification and Registration Authority set up and maintained by the Government of Uganda;
- 2.1.10 "KCB/ Airtel Account" means a bank account held by a Customer with the Bank and which is opened and operated in accordance with the Terms and Conditions herein contained;
- 2.1.11 "KCB/Airtel Products" means the other Bank accounts, products or services offered to the Customer to complement the KCB/ Airtel Account;
- 2.1.12 "KCB/Airtel Menu" means the KCB/Airtel Menu on the Airtel Money System;
- 2.1.13 "KCB/Airtel Savings Menu" means the KCB/ Airtel Savings Menu on the Airtel Money System;

- 2.1.14 "Airtel Money Account" means your mobile money store of value, being the record maintained by Airtel of the amount of E-Money from time to time held by You in the Airtel Money System;
- 2.1.15 "Airtel Money PIN" means your personal identification number being the secret code used to access and operate the Airtel Money System & your KCB/Airtel Account;
- 2.1.16 "Airtel Money Service" means the money transfer and payments service provided by Airtel through the Airtel Money System; "Airtel Money System" means the system operated by Airtel in Uganda for the provision of the Airtel Money Service using the Network;
- 2.1.17 "Airtel Money Subscriber" means any person registered to use the Airtel Money System to send or receive money or make payments;
- 2.1.18 "Network" means the mobile cellular network operated by Airtel;
- 2.1.19 "Request" means a request or instruction received by the Bank from You or purportedly from You through the Network and the System and upon which the Bank is authorized to act;
- 2.1.20 "Airtel" means Airtel Uganda Limited, a private limited liability company incorporated and operating under the laws of Uganda;
- 2.1.21 "Services" shall include any form of financial services or products that the Bank may offer You pursuant to this Agreement and as You may from time to time subscribe to, and "Service" shall be construed accordingly;
- 2.1.22 "SIM Card" means the subscriber identity module which when used with the appropriate mobile phone handset enables You to access the Network and to use Airtel Money and KCB/Airtel Service;
- 2.1.23 "SMS" means a short message service consisting of a text message transmitted from one mobile phone to another;
- 2.1.24 "System" means the Bank's electronic banking and communications software enabling the Customer to communicate with the Bank for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the Airtel Network and systems;
- 2.1.25 "Transaction Fees" includes any fees and charges payable for the use of the Services as published by the Bank on the Bank's website and/or Airtel's website and/or the daily newspapers in Uganda or by such other means as the Bank and Airtel in their discretion may determine. Transaction Fees are subject to change at any time at the Bank's sole discretion;
- 2.1.26 "We," "our," and "us," means the Bank and includes the successors and assigns of the Bank;
- 2.1.27 "You" or "your" means the Customer and includes the personal representatives of the Customer;
- 2.1.28 The word "Customer" shall include both the masculine and the feminine gender as well as juristic persons;
- 2.1.29 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

3.0 ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1 Before applying to open the KCB/Airtel Account via Airtel Money You should carefully read and understand these Terms and conditions which will govern the use and operation of the KCB/Airtel Account;
- 3.2 If You do not agree with these Terms and conditions, please click "Decline" on the KCB/Airtel Menu.
- 3.3 You will be deemed to have read, understood and accepted these Terms and Conditions:
 - 3.3.1 upon clicking on the "Accept" option on the KCB/Airtel Menu requesting You to confirm that You have read, understood and agreed to abide with these Terms and Conditions; and/or
 - 3.3.2 by using or continuing to use and operate the KCB/Airtel Account and/or the Services.
- 3.4 By applying to open the KCB/Airtel Account with the Bank, You agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the operation of the KCB/Airtel Account and You affirm that these Terms and Conditions herein are without prejudice to any right that the Bank may have with respect to the KCB/Airtel Account in law or otherwise.
- 3.5 These Terms and Conditions may be amended or varied by the Bank from time to time subject to at least thirty (30) days prior notice to You. The continued use of your KCB/Airtel Account and/or the Services after lapse of the said notice period constitutes your agreement to be bound by the terms of any such amendment or variation.

4.0 ACCOUNT OPENING

- 4.1 In order to open a KCB/Airtel Account with the Bank, You must be at least 18 (eighteen) years old and a registered and active Airtel Money Subscriber for at least six (6) months immediately preceding the date of your application. The Bank reserves the right to verify with Airtel the authenticity and status of your Airtel Money Account.
- 4.2 You may open a KCB/Airtel Account solely by way of an electronic application made by You using your Mobile Phone via the KCB/Airtel Menu on the Airtel Network and system.
- 4.3 You hereby agree and authorize the Bank to request Airtel for your personal information held by Airtel pursuant to the agreement between You and Airtel for the provision of Airtel products and services and Airtel Money Service including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Bank to identify You and comply with the regulatory "Know Your Customer" requirements (together the "Personal Information"). You also hereby agree and authorize the Bank to request Airtel for information relating to your use of the Airtel Money Service, Airtel Money System and Airtel Services as the Bank shall require for purposes of providing You the Services ("Airtel Money Information"). You hereby consent to the disclosure of the Personal Information and the Airtel Money Information by Airtel to the Bank and to the aforesaid use of the Personal Information and the Airtel Money Information by the Bank.
- 4.4 You hereby agree and authorize the Bank to obtain and procure your Personal Information from NIRA or the Government of Uganda and You further agree and

consent to the disclosure and provision of such Personal Information by NIRA or the Government of Uganda to the Bank.

- 4.5 You hereby further acknowledge and authorize the Bank to verify your Personal Information received from Airtel against the information received from NIRA or the Government of Uganda in your respect as contained in the NIRA or Government Database.
- 4.6 The Bank reserves the right to request for further information from You pertaining to your application for a KCB/Airtel Account at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for a KCB/Airtel Account.
- 4.7 Acceptance by the Bank of your application for a KCB/Airtel Account shall be done via SMS sent to the Airtel Mobile Phone Number associated with your Airtel Money Account. You acknowledge and accept that the acceptance by the Bank of your application for a KCB/Airtel Account does not create any contractual relationship between You and Airtel beyond the terms and conditions that apply to your Airtel Money Account from time to time.
- 4.8 The Bank reserves the right to decline your application for a KCB/ Airtel Account or to revoke the same at any stage at the Bank's sole discretion and without assigning any reason or giving any notice thereto.

5.0 YOUR REQUESTS

- 5.1 You hereby irrevocably authorize the Bank to act on all Requests received by the Bank from You (or purportedly from You) through the System and to hold You liable in respect thereof. The Bank may nevertheless refuse to carry out any Requests which would result in there being an overdraft on your KCB/Airtel Account.
- 5.2 The Bank shall be entitled to accept and to act upon any Request, if the Bank believes that it can correct any incomplete or ambiguous information in the Request without any reference to You being necessary.
- 5.3 The Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to You notwithstanding that the Request may have been initiated, sent or otherwise communicated in error or fraudulently, and You shall be bound by any Requests on which the Bank may act if the Bank has in good faith and without negligence acted in the belief that instructions have been sent by You.
- 5.4 The Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of your Request pending further enquiry or further confirmation (whether written or otherwise) from You.
- 5.5 You agree to and shall release from and indemnify the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to the Bank having acted in accordance with the whole or any part of any of your Requests.
- 5.6 You acknowledge that to the full extent permitted by law the Bank shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on your account by the fact of the knowledge and/or use or manipulation of your Airtel Money PIN, password, ID or by any other means occasioned by your negligence.
- 5.7 You can only cancel your Request by calling the Customer Care Centre and Requesting cancellation. Cancellation will however only be allowed where your

Request is revocable and has not yet been acted on. If the Bank is able to cancel your instruction You may be charged for such cancellation.

- 5.8** The Bank may refuse to make a payment if You do not have sufficient funds in your KCB/Airtel Account. In deciding whether You have sufficient funds, the Bank will take account of any instructions to make payments and regular payments which have not yet been paid from your KCB/ Airtel Account. The Bank will not be obliged to take account of regular credits or any amounts received after it has decided not to make the payment.
- 5.9** The Bank is authorized to effect such orders in respect of your KCB/Airtel Account as may be required by any court order or competent authority or agency under the applicable laws.
- 5.10** In the event of any conflict between any terms of any Request received by the Bank from You and these Terms and conditions, these Terms and conditions shall prevail.

6.0 OVERDRAWING YOUR KCB/Airtel ACCOUNT

- 6.1** No Overdraft will be allowed on your KCB/Airtel Account.
- 6.2** The Bank is entitled to demand repayment of any money overdrawn from your account together with interest and penalties.

7.0 LIEN

- 7.1** The Bank shall have a general lien over all your property/assets in its possession in the event that You owe any money to the Bank including but not limited to cash, goods, securities or valuables deposited for safe custody as security, cheques presented, bills and any other
- 7.2** The Bank reserves the right to request for further information from You pertaining to your movable or immovable property charged to secure repayment of any money, whether or not that money has been repaid, and also over all property in respect of which, by the general law, the Bank has lien.
- 7.3** Where You are indebted to the Bank in circumstances giving the Bank a right of set off, all property held in your name or to your account by the Bank shall be deemed to be held as security for the debt.
- 7.4** The Bank may at any time give You notice in writing that if an accrued debt is not paid within a period being not less than 14 days (or such other period specified in the notice) from the date of receipt by You of the notice then the Bank may, without further notice, realize sufficient of your assets to discharge the debt. Any part payment made will be accepted strictly on account and without prejudice to the Bank's rights.
- 7.5** You hereby constitute the Bank as your attorney for the purposes of any transaction that requires execution on your behalf in relation to your assets for purposes of discharging the debt.

8.0 SET-OFF

- 8.1** The Bank may, upon notice, combine/consolidate your KCB/Airtel Account with any of your other accounts held in the Bank, whether current, loan, savings, deposit, term deposit, joint or any other type and thereafter set off any amount held to your credit

against any indebtedness You owe to the Bank.

- 8.2** The Bank may, upon notice to You, set off any amount held to your credit on your KCB/Airtel Account against any indebtedness You owe to the Bank.
- 8.3** The Bank may, upon notice to You, set off your KCB/Airtel Account against any other account or indebtedness in respect of which You are liable, notwithstanding that some other person may also be liable in respect thereof. In such circumstances, upon receipt of an indemnity acceptable to the Bank (against costs) and at your expense, the Bank will give You any assistance necessary in obtaining a refund.
- 8.4** If the set off is for debt recovery, the Bank will provide You with a detailed breakdown of the costs and expenses recovered from You together with a justification for such costs and expenses.

9.0 STATEMENTS

- 9.1** You may request for a statement or activity report in respect of your KCB/ Airtel Account from the Bank using your Mobile Phone ("KCB/ Airtel Mini Statement").
- 9.2** A KCB/Airtel Mini Statement shall provide details of the last 5 (five) transactions (or such other number of transactions as determined by the Bank) in your KCB/Airtel Account initiated from your Mobile Phone.
- 9.3** A KCB/ Airtel Account Mini Statement shall not be sent to You in printed form but shall be delivered to You either by SMS to the Airtel mobile phone number associated with your Airtel Money Account or such other electronic means as the Bank may in its discretion determine. You shall be responsible for the payment of any charges levied by Airtel in delivering the KCB/Airtel Account Mini Statement to You.
- 9.4** You may obtain printed Mini Statements or a printed bank statement pertaining to your KCB/ Airtel Account from the Bank. You shall be responsible for the payment of any charges levied by the Bank for such printed statements. You also hereby authorize the Bank to share your KCB/Airtel Account information with Airtel for this purpose.
- 9.5** Save for a manifest error, a KCB/Airtel Mini Statement or bank statement issued to You aforesaid in respect of your KCB/Airtel Account shall be conclusive evidence of the transactions carried out on your KCB/Airtel Account for the period covered in the KCB/Airtel Mini Statement and/or bank statement.
- 9.6** Your statement will show all amounts added or taken from your KCB/Airtel Account during the period requested and/or since the previous statement. You must check your statement carefully and tell the Bank as soon as possible if it includes any transaction or other entry which appears to You to be wrong or not made in accordance with your instructions.
- 9.7** The Bank reserves the right to rectify discrepancies, add and/or alter the entries in your statements, without prior notice to You. The Bank will however inform You of any rectification, additions and or alterations effected on your statements within a reasonable time after the changes are effected.
- 9.8** You will be notified of all transactions on your KCB/Airtel Account by way of SMS and the charges for this service will be debited to your KCB/Airtel Account.

10.0 CUSTOMER COMPLAINTS

- 10.1** Complaints may be made in person, in writing, by post, email or by telephone.
- 10.2** The Bank will take all measures within its means to resolve your complaints within a

reasonable time. All complaints will be handled in accordance with the Bank's complaints handling procedures, which are available on request from any Bank Branch or the Customer Care Centre. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, You may make a further complaint within a reasonable time after non-receipt of such notification.

- 10.3** Applicable tariffs will be charged by your telephone and internet service provider (s) when communicating with the Customer Care Centre.

11.0 INOPERATIVE AND DORMANT ACCOUNTS

- 11.1** Your KCB/Airtel Account will automatically be classified as inactive if You do not initiate any transactions on the account for a continuous period of 12 months.
- 11.2** The Bank shall make reasonable endeavors to inform You of the intended classification of your KCB/Airtel Account as inactive at least one (1) month before such classification. The Bank shall, no later than seven (7) days from the date of such classification, inform You of such classification by way of SMS alerts addressed to your mobile telephone number.
- 11.3** Your KCB/ Airtel Account will be classified as dormant if it remains inactive for a further period of 12 months, in which case the account balances shall be transferred from your KCB/Airtel Account to a central account for security reasons.
- 11.4** You will not be allowed to transact on an inactive or dormant account but the Bank shall, upon your written (e.g. letter/email) request, inform You of the procedure to be followed to activate your inactive/dormant account.
- 11.5** The Bank may (including without limitation) apply any one or more of the following conditions to your KCB/Airtel Account upon its classification as dormant:
- (i) confirm the validity and authenticity of the first transaction reactivating the account;
 - (ii) suspend the payment of interest (if applicable);
 - (iii) suspend the issuance of statements;
 - (iv) charge a maintenance fee as the Bank may determine from time to time
- 11.6** If your KCB/Airtel Account will not have any transactions initiated by You for a continuous period of five (5) years or if You shall not have communicated with the Bank for a continuous period of five (5) years regarding your KCB/Airtel Account, such account will be presumed abandoned and shall be transferred to the Unclaimed Financial Assets with the Central Bank.

12.0 BANK CHARGES AND EXPENSE INTEREST

- 12.1** The Bank may debit your KCB/Airtel Account with bank fees, commissions, costs and other charges in respect of the Bank's products and services provided to You, including but not restricted to the following:
- a) Unless otherwise agreed in writing, interest on overdrawn accounts, loan accounts or any other facility granted, at any rate or rates as the Bank may determine from time to time, but not exceeding the maximum allowed by law, which rate or rates may be different for different accounts. Such interest will be calculated on daily balances and debited monthly. The Bank will notify You within reasonable time prior to effecting any change(s) as regards interest rates. Where a higher rate of

interest has been agreed, the Bank may charge such higher rate on any of your accounts. Such interest is payable notwithstanding the determination of your relationship with the Bank and until You repay the full amount You owe the Bank in full.

- b) Legal charges: Advocate and client charges, costs and expenses incurred in any legal, arbitration or other proceedings arising out of or connected with your KCB/Airtel Account;
- c) Commissions: Commissions at such rates as the Bank may determine from time to time.
- d) Other charges and expenses: In addition to the debits authorized by this clause, all other proper expenses and charges including but not limited to ledger fees, postage, cables, telephone calls, taxes, duties and impositions. The Bank may also debit your account with expenses incurred:
 - i. In complying with your requests;
 - ii. In complying with the requests of authorized and accredited Government or other agencies in relation to your account;
 - iii. In maintaining your Account;
 - iv. In collecting or attempting to collect any amount of money You owe the Bank; and Expenses incurred in realizing any security or protecting the subject matter of any security issued to the Bank.
- e) Such penalties as are provided in these Terms and Conditions at any rate or rates as the Bank may determine from time to time. The penalties will be calculated on daily balances and debited monthly. Penalties shall be due and payable notwithstanding the determination of your relationship with the Bank until settlement in full;
- f) The Bank will give You at least thirty (30) days' notice of intention to effect new charges, fees, costs and/or commissions by way of email, SMS, letter and/or notices in the daily newspapers.

13.0 TAXES

- 13.1** All payments to be made by You in connection with these terms and conditions are calculated without regard to any taxes payable by You. If any taxes are payable in connection with the payment, You must pay the Bank an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.
- 13.2** Amounts in your KCB/Airtel Account may be subject to withholding tax in accordance with applicable Ugandan, foreign or international law.
- 13.3** You consent and agree that the Bank may withhold amounts in your KCB/Airtel Account or any other of your accounts held with the Bank at any time, if any Ugandan or foreign tax authority requires the Bank to do so, or whenever the Bank is otherwise required by such law or needs to comply with internal policies or with any applicable order or sanction of such tax authority.

14.0 SPECIFIC KCB/Airtel ACCOUNTS

14.1 KCB/Airtel Account

- 14.1.1 As a holder of a KCB/Airtel Account, You will be entitled, subject to these Terms and Conditions, to transfer money from your Airtel Money Account and/or make withdrawals therefrom into your Airtel Money Account, and/or to borrow money from the Bank as follows:
- i. You may make deposits into your KCB/Airtel Account or withdraw funds therefrom using the KCB/Airtel Menu on your Mobile Phone.
 - ii. You will not be required to notify the Bank in advance of making a deposit or withdrawal into or from your KCB/Airtel Account.
 - iii. The Bank shall channel withdrawals from your KCB/Airtel Account into your Airtel Money Account.
 - iv. You will not be required to pay Transaction Fees or any other charges or commissions to Airtel in respect of transactions effected between your Airtel Money Account and your KCB/Airtel Account through the Airtel Money System.
 - v. Transaction Fees and applicable Bank fees, commissions and other charges will however be charged on all transactions between your other Bank account (s) and your KCB/Airtel Account.
 - vi. There will be no restrictions on the number of deposits into your KCB/Airtel Account over any period of time subject to a minimum deposit restrictions set by Airtel Uganda.
 - vii. Subject to availability of sufficient funds to your credit, the Bank shall impose no restrictions on the number of withdrawals You may make from your KCB/Airtel Account over any period of time. You may withdraw up to the maximum allowable limit under the Airtel Money Service.
 - viii. Through the KCB/Airtel Menu on your Mobile Phone, You may establish standing orders and instruct the Bank to make loan repayments and establish term deposits using funds from your KCB/ Airtel Account.
 - ix. As a holder of a KCB/Airtel Account, You may, subject to these terms and conditions, apply for a loan from the Bank using the KCB/Airtel Menu on your Equipment.

14.2 KCB/Airtel Fixed Savings Account

14.3.1 You may from time to time Request the Bank to lock the deposits held in your KCB/Airtel Account as a term deposit for such specified duration, interest rate and other terms as may be agreed between You and the Bank.

14.3.2 Term deposits are available for the following terms:

- i. 1 Month
- ii. 3 Months
- iii. 6 Months
- iv. 9 Months
- v. 12 Months

The interest rate applicable to your term deposit shall be our prevailing interest rate on term deposits at the time when the Bank receives your application to establish the term deposit. The Bank's prevailing interest rates on fixed deposits are obtained through KCB Bank call center number +256 200 508220.

14.3.3 Fixed savings accounts are available for the following terms:

- i. 1 Month
- ii. 3 Months
- iii. 6 Months
- iv. 9 Months
- v. 12 Months

The interest rate applicable to your fixed savings shall be the Bank's prevailing interest rate on fixed savings at the time when the Bank receives your application to establish the fixed savings. This is the interest rate that will be applied throughout the term of your fixed savings. The Bank's prevailing interest rates on fixed deposits are obtained through KCB Bank call center number +256 200 508220.

- 14.3.4 For avoidance of doubt, the rate of interest will be fixed at the time of issue of the term deposit or fixed savings. You may call KCB Bank's call centre on +256 200 508220 to obtain the Bank's prevailing term deposit and fixed savings interest rates for your further guidance.
- 14.3.5 In order to effect your term deposit or fixed savings, You may deposit the agreed term deposit amount into your KCB/Airtel Fixed Account from your Airtel Money Account or KCB/Airtel Account. You may also Request that the amount held in your KCB/Airtel Account or part thereof be locked as a Term Deposit.
- 14.3.6 The minimum term deposit and fixed savings amount will be UGX 250,000/= the Bank may from time to time in its sole discretion determine minimum or maximum deposit amount.
- 14.3.7 Depositing additional funds during the tenure of the term deposit is allowed.
- 14.3.8 Your term deposit will mature on the relevant anniversary of the date the deposit was opened, or if this is a non-business day, on the next business day. The Bank will send You a reminder of the maturity date at least seven (7) days prior thereto. If the Bank does not hear from You up to 2 business days prior to the date of maturity, the monies will be rolled over in your name as per your latest instruction held with the Bank or, in the absence of any disposal at maturity instructions, into a new term deposit of the same term as the maturing term deposit and at the then prevailing interest rates.
- 14.3.9 Interest on the term deposit and fixed savings is calculated on the principal investment amount and will not be compounded (unless You are advised otherwise in writing).
- 14.3.10 Early withdrawal of the term deposit will be permitted however; interest paid will be lower than the contractual rate as provided on the prevailing interest rates for term deposits. There will however be no requirement for a notice of withdrawal. Please note that You must withdraw the entire Principal amount, as partial withdrawals will trigger a movement of the residual balance to a regular savings category.
- 14.3.11 Interest earned on your Fixed savings account shall be prorated and credited into your KCB/Airtel Fixed Savings Account at the maturity of the tenure period.
- 14.3.12 All payments, whether of interest or principal will be made by an automated credit into your KCB/Airtel Account. There may be a charge for any other means of transfer requested by You.

- 14.3.13 The Bank reserves the right either to decline or open a term deposit or fixed savings.
- 14.3.14 Funds held in term deposit and fixed savings will be taken into account in determination of your credit limit.

15.0 **KCB/Airtel LOANS**

- 15.1 In order to qualify for a KCB/Airtel loan, You must be at least 18 years old, a registered and active Airtel Money subscriber for at least six (6) months and an active KCB/Airtel Account holder.
- 15.2 Upon opening your KCB/Airtel Account, You will receive a confirmation message bearing your credit limit (the "Credit Limit"). You may thereafter, subject to these terms and conditions, apply for a Loan using the request loan menu on the KCB/Airtel Menu on your Mobile Phone. Subject to your Credit Limit, You may borrow up to the maximum Credit Limit with one request or make several requests for Loan top-up within the duration of your Loan period until your Credit Limit is reached. You must however ensure that any borrowing made is fully repaid within the selected Loan period. The Bank shall not grant You a new Loan if You have any Loan outstanding at the end of the Loan period but shall roll over such unpaid amounts in accordance with these terms and conditions. The Transaction Fees payable for transactions effected in respect of your KCB/Airtel Account from time to time will apply to any transactions effected in respect of your KCB/Airtel Loan.
- 15.3 Customers who do not have an allocated Credit Limit will be required to continue using Airtel Money and build a history to get a credit score. The Credit Limit must never under any circumstances be exceeded. Any amounts incurred in excess of the Credit Limit shall immediately be due and payable whether or not demanded. In calculating whether the Credit Limit has been exceeded, the amount of every transaction but not debited to the KCB/Airtel Loan Account shall be taken into account.
- 15.4 Your KCB/Airtel Loan application will be appraised according to the applicable loan appraisal processes of the Bank. The Bank reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a KCB/Airtel loan.
- 15.5 Acceptance or rejection by the Bank of your application for a KCB/Airtel Loan shall be done via SMS sent to the mobile phone number associated with your KCB/Airtel Account. Where your Loan application has been accepted, the SMS shall disclose the approved Loan amount and the Facilitation Fee payable. You must accept the terms and conditions for the approved Loan for the Bank to disburse the Loan.
- 15.6 Subject to approval of your application for a Loan the Bank shall disburse to You a Loan of an amount to be determined by the Bank in its sole discretion subject to a minimum amount of UGX. 5,000 and UGX 10,000 for consumer loans and Airtel Money Agents loans respectively and a maximum amount of UGX.300,000 and UGX 500,000 for consumer loans and Airtel Money Agent Loans respectively or such other minimum or maximum amount as the Bank may from time to time in its sole discretion determine.
- 15.7 The Bank will directly credit the full loan proceeds into your Airtel Money wallet.
- 15.8 In consideration of the Bank granting You the Loan, You shall pay the Bank interest

and/or a Facilitation (5% per month for consumer loans and for Airtel Money Agent Loans, Access fees of UGX 300/= for loans up to UGX 250,000 and UGX 500/= for loans above UGX 250,000).

- 15.9 The interest and Facilitation Fee shall be paid by You in arrears and in addition to the Loan.
- 15.10 You shall make all payments due from You to the Bank in respect of the Loan and Transaction Fees through your Airtel Money Account or your KCB/Airtel Account.
- 15.11 In the event that You do not repay the Loan including the interest and/or Facilitation Fee, in full within the agreed repayment period, the Bank will automatically roll over any outstanding amount in respect of the Loan to the next loan repayment period but only upto a maximum roll over period of thirty days (the "Roll Over Period") from the date when the Loan was granted
- 15.12 In consideration of the Bank forbearing to demand the immediate payment of the outstanding amount due in respect of your KCB/Airtel Loan and rolling over the same pursuant to these terms and conditions, You shall, in addition to paying the outstanding amount and any outstanding interest and/or Facilitation Fee in respect of the Loan, pay to the Bank a roll-over of these terms and conditions to be advised prior to effecting the roll-over of the outstanding amount in respect of the Loan (the "Roll-Over Fee" or penalty). In the event that You do not repay the Loan in full within the Roll Over Period, You will be liable to pay a Late Repayment Penalty fee of (UGX 2,500/= for consumer loans and UGX 3,000/= for Airtel Money Agent loans) in respect of the Loan in addition to the outstanding Loan amount.
- 15.13 You hereby agree to pay costs charges and expenses incurred by the Bank in obtaining or attempting to obtain payment of any Loan owed under your KCB/Airtel Loan Account.
- 15.14 The Bank shall be entitled to terminate this Agreement and close your KCB/Airtel Account in accordance with these terms and conditions without prejudice to any of its rights accruing to it if You fail to repay the Loan and/or the Transaction Fees due thereon within the agreed repayment period.
- 15.15 The Bank shall utilize funds in any other accounts opened and operated by You to offset any amounts outstanding and due from You to the Bank in respect of your Loan. This does not include money in the Airtel Money Wallet.
- 15.16 The Bank shall utilize the funds held in your Airtel Money Account to pay off any amounts outstanding from your Loan. The Bank shall only exercise this option after giving You notice and after setting off all other funds held by the Bank.
- 15.17 The Bank reserves the right to vary the terms of the Loan including any fees payable thereon from time to time having regard to the prevailing rules and regulations of the Bank of Uganda and the policies of the Bank.
- 15.18 You hereby expressly consent and authorize the Bank to disclose, respond, advise exchange and communicate the details or information pertaining to your KCB/Airtel Account and or Loan to Credit Reference Bureaus or any regulator or authority as required under the Financial Institutions Act 2004, the FI Credit Reference Regulations, 2015, as published, amended or revised from time to time or any other law.
- 15.19 You also hereby expressly consent and authorize the Bank to disclose, respond, advise exchange and communicate the details or information pertaining to your KCB/Airtel Account and or Loan to third parties involved in the administration of

your KCB/Airtel Account and or Loan, underwriting of insurance policies, updating of databases, or provision of user support.

17.0 DISCLOSURE

- 17.1 You hereby expressly consent and authorize the Bank to disclose receive record or utilize your personal information or information or data relating to your KCB/Airtel Account and any details of your use of the Services:
- 17.1.1 to and from the Bank's service providers, dealers, agents or any other company that may be or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;
 - 17.1.2 to a Credit Reference Bureau;
 - 17.1.3 to the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
 - 17.1.4 to Airtel in connection with the Airtel Money Service and the Services;
 - 17.1.5 for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
 - 17.1.6 in business practices including but not limited to quality control, training and ensuring effective systems operation.
- 17.2 You authorize the Bank to disclose any information relating to your KCB/Airtel Account to any Ugandan, foreign or international law enforcement or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of Uganda or any other country and or as the Bank may deem necessary.
- 17.3 In the event of death, your estate administrator will be granted access to your KCB/Airtel Account upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by the Court.

18.0 YOUR EQUIPMENT AND RESPONSIBILITIES

- 18.1 You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the System and the Services.
- 18.2 You shall be responsible for ensuring the proper performance of your Mobile Phone. The Bank shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the Bank be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and the Equipment. You shall be responsible for charges due to any service provider providing You with connection to the Network and the Bank shall not be responsible for losses or delays caused by any such service provider.
- 18.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Bank concerning the use of the System and Services.
- 18.4 You agree and acknowledge that You shall be solely responsible for the safekeeping and proper use of your Mobile Phone and for keeping your Airtel Money PIN secret and secure. You shall ensure that your Airtel Money PIN does not become known or come into possession of any unauthorized person. The Bank shall not be

liable for any disclosure of your Airtel Money PIN to any third party and You hereby agree to indemnify and hold the Bank harmless from any losses resulting from any Airtel Money PIN disclosure.

- 18.5** You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, You shall ensure that all communications from the Bank are examined and checked by You or on your behalf as soon as practicable after receipt by You in such a way that any unauthorized use of and access to the System will be detected.
- 18.6** You shall immediately inform the Bank through the Customer Care Centre in the event that:
- 18.6.1** You have reason to believe that your Airtel Money PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
- 18.6.2** You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 18.7** You shall at all times follow the security procedures notified to You by the Bank from time to time or such other procedures as may be applicable to the Services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your KCB/Airtel Account's confidentiality. In particular, You shall ensure that the Services are not used, or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.
- 18.8** You shall not at any time or use the in any that be prejudicial to the Bank.

19.0 EXCLUSION OF LIABILITY

- 19.1** In the absence of negligence on its part, the Bank shall not be responsible for any loss suffered by You should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Mobile Phones, or (b) any other circumstances whatsoever not within the Bank's control including, without limitation, force majeure, terrorist or any enemy action and adverse weather or atmospheric conditions.
- 19.2** In the absence of negligence on its part, the Bank will not be liable for any losses or damage suffered by You as a result of or in connection with:
- 19.2.1** unavailability of sufficient funds in your Airtel Money Account and/or in your KCB/Airtel Account;
- 19.2.2** the money in your KCB/Airtel Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
- 19.2.3** your failure to give proper or complete instructions for payments or transfers relating to your KCB/Airtel Account;
- 19.2.4** any fraudulent or illegal use of the Services, the System and/or your Equipment; or
- 19.2.5** Your failure to comply with these Terms and Conditions and any document or information provided by the Bank concerning the use of the System and the Services.
- 19.3** Under no circumstances shall the Bank be liable to You for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Bank.

19.4 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

20.0 INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that the Bank provides to You through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

21.0 INDEMNITY

In consideration of the Bank complying with your instructions or Requests in relation the KCB/Airtel Account, You undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and You absolve the Bank from all liability for loss or damage which You may sustain from the Bank acting on your instructions or Requests or in accordance with these Terms and conditions.

22.0 VARIATION AND TERMINATION OF RELATIONSHIP

22.1 The Bank may at any time, upon notice to You, terminate or vary its business relationship with You and close your KCB/Airtel Account and in particular but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

22.2 Without prejudice to any of the Bank's rights under these terms and conditions, the Bank may at its sole discretion suspend or close your KCB/Airtel Account:

22.2.1 if You use the KCB/Airtel Account for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;

22.2.2 if your Airtel Money Account or agreement with Airtel is terminated for whatever reason;

22.2.3 if the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;

22.2.4 if the Bank reasonably suspects or believes that You are in breach of these terms and conditions (including non-payment of any Loan amount due from You where applicable);

22.2.5 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;

22.2.6 to facilitate update or upgrade the contents or functionality of the Services from time to time;

22.2.7 where your account becomes inactive or dormant;

22.2.8 if the Bank decides to suspend or cease the provision of the Services for

commercial reasons or for any other reason as it may determine in its absolute discretion.

- 22.3** You may close your KCB/Airtel Account at any time at any Customer Care Centre.
- 22.4** If your KCB/Airtel Account has any credit balance at the time of its closure, the Bank will return any such balance to You, less any applicable fees. If your KCB/Airtel Loan Account is in arrears at the time of closure of your KCB/Airtel Account, You agree to pay to the Bank immediately all amounts You owe under these terms and conditions.
- 22.5** Termination shall however not affect any accrued rights and liabilities of either party.
- 22.6** If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or withdrawal from your KCB/Airtel Account by any person except upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by the Court.

23.0 MISCELLANEOUS

- 23.1 These terms and conditions (as may be amended from time to time) form a legally binding agreement binding on You and your personal successors.
- 23.2 This Agreement and any rights or liabilities accruing thereunder may not be assigned by You to any other person.
- 23.3 The Bank may vary or amend these terms and conditions and the Transaction Fees at any time with at least thirty (30) days prior notice to You. Any such variations or amendments may be published in posters or pamphlets available at Airtel's Agents outlets, Bank branches, in the daily newspapers, on the Bank and/or Airtel's website and/ or by any other means as determined by the Bank and any such variations and amendments shall take effect immediately upon publication.
- 23.4 No failure or delay by either yourself or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 23.5 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 23.6 If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.
- 23.7 Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to You by way of publication as provided in subparagraph 23.3 shall be binding upon You as fully as if the same were contained in these terms and conditions.

24.0 NOTICES

- 24.1 The Bank may send information concerning the KCB/Airtel Account via SMS to the Airtel mobile phone number associated with your Airtel Money Account.

25.0 **DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION**

- 25.1 You may contact the Customer Care Center to report any disputes, claims or KCB/Airtel Account discrepancies.
- 25.2 Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Uganda Branch). Such arbitration shall be conducted in the English language in Uganda in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act.
- 25.3 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
- 25.4 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Uganda.

