

TERMS AND CONDITIONS FOR USE OF KCB/AIRTEL AGENT FLOAT FINANCING.

1. THE AGREEMENT

- 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to the KCB/AIRTEL AGENT FLOAT FINANCING SERVICES (as hereinafter defined) opened by you (as hereinafter defined) with KCB and AIRTEL (as hereinafter defined).
- 1.2. These Terms and Conditions and any amendments or variations there to take effect on their date of publication.
- 1.3. The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer, KCB and AIRTEL once accepted by all parties.
- 1.4. "We," "our," and "us," means KCB, AIRTEL and includes its successors in title and assigns.
- 1.5. "You" or "your" means the Customer and includes your personal representatives and heirs.
- 1.6. The word "Customer" shall include both the masculine and the feminine gender as well as juristic persons;
- 1.7. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.8. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

2. DEFINITIONS

- 2.1 In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:
- 2.2 "**Bank**" means KCB Bank Uganda Limited incorporated in Uganda as a limited liability company and duly licensed as a Bank by Bank of Uganda.
- 2.3 "**Telecom**" means Airtel Uganda Limited incorporated in Uganda as a limited liability company and duly licensed as a Telecom by Uganda Communications Commission.
- 2.4 "**Customer**" means the person in whose name the KCB/Airtel Agent float financing loan with the Bank and Telecom is existing.

- 2.5 "**Contact Centre**" means the Customer Care Centre or KCB Branch or KCB Agent outlets or Airtel Contact Center or Airtel Service center as may be notified to the Customer by the bank and Telecom from time to time.
- 2.6 "**Equipment**" includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access Airtel mobile Network.
- 2.7 "**Immediate payment**" means voluntary instant repayment of loan advanced before the due date.
- 2.8 "**Agent Mobile PIN**" means your personal identification number being the secret code used to access and operate the KCB/AIRTEL Agent float financing System.
- 2.9 "**KCB /AIRTEL Agent float financing Subscriber**" means any person registered to use the KCB/AIRTEL Agent float financing System to borrow and make payments.
- 2.10 "**KCB/AIRTEL Agent float financing Service**" means the service offered by the bank and Telecom to borrow and repay Agent loans through mobile phone.
- 2.11 "**KCB/AIRTEL Agent float financing Menu**" means the Agent float financing Menu on the Airtel Agent System.
- 2.12 "**Network**" means the mobile cellular network operated by Airtel mobile network.
- 2.13 "**Request**" means a request or instruction received by the bank and Telecom from you or purportedly from you through the Network and the System and upon which the bank and Telecom is authorized to act.
- 2.14 "**Late Repayment Penalty**" means penalty of UGX 3,000 per month charged on any outstanding loan amount after the due date.
- 2.15 "**Services**" shall include any form of Banking services or products that the bank and Telecom may offer you pursuant to this Agreement and as you may from time to time subscribe to and "Service" shall be construed accordingly;
- 2.16 "**SIM Card**" means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Airtel network and to use the KCB/AIRTEL Agent float financing System.

- 2.17 **“Transaction Fees”** includes the interest fee, the penalty fee and any other fees and charges payable for the use of the Services as published by the Bank and Telecom on bank’s or Telecom’s website and/or the daily newspapers in Uganda or by such other means as KCB and Airtel shall in its sole discretion determine.
- 2.18 **“Credit Limit”** means the maximum pre-approved amount that a customer can borrow on this service.

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1 Before applying to access KCB/Airtel Agent float financing via the KCB/AIRTEL Agent float financing System you should carefully read and understand these Terms and Conditions which will govern the use and operation of the KCB/AIRTEL Agent float financing.
- 3.2 If you do not agree with these Terms and Conditions, please click decline on the Airtel agent float financing menu.
- 3.3 You will be deemed to have read, understood, and accepted these Terms and Conditions: -
- 3.3.1 Upon clicking **“Yes”** option on the KCB/Airtel Agent float financing menu requesting you to confirm that you have read and accepted the Terms and Conditions as stated in the website www.kcbbankgroup.com; and/or
- 3.3.2 Upon continuing to use and operate the KCB/Airtel Agent float financing product.
- 3.4 By applying to access the KCB/Airtel Agent float financing 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 Agent float financing product and you affirm that these Terms and Conditions herein are without prejudice to any right that KCB and AIRTEL may have with respect to KCB/AIRTEL Agent float financing system in law or otherwise.
- 3.5 These Terms and Conditions may be amended or varied by KCB and AIRTEL from time to time and the continued use of your KCB/AIRTEL Agent float financing constitutes your agreement to be bound by

the terms of any such amendment or variation.

- 3.6 You acknowledge and accept that the bank and Telecom offers the KCB/AIRTEL Agent float financing only electronically and you agree to do business with the bank and Telecom and to operate the KCB/AIRTEL Agent float financing only by electronic means via the **Airtel Agent float financing Menu** on the KCB/AIRTEL Agent float financing System. Any query and complaint you may have relating to the Services shall be addressed to the bank and Telecom through the Contact Centre. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to the KCB/AIRTEL Agent float financing at any branch or branches of the bank and service centers of the telecom unless otherwise advised by the Bank and telecom in its sole discretion. You further acknowledge and accept that the Contact Centre is not a branch of the bank or Banks’s Agent or Telecom service centers for purposes of conducting Banking business or transactions and that it will not act as such.
- 4.1 You hereby agree and authorize the Bank and Telecom to request NIRA for your personal information in pursuant to the agreement between you, the bank and Telecom for the provision of KCB/AIRTEL Agent float financing and services including your name, date of birth, ID or Passport Number and such other information that will enable the bank and Telecom to identify you and comply with the regulatory “Know Your Customer” requirements (together the “Personal Information”). You also hereby agree and authorize the Bank and the telecom to request NIRA for information relating to your ID as the Bank and Telecom shall require for purposes of providing you the Services. You hereby consent to the disclosure of the Personal Information by NIRA to the Bank, Telecom and to the aforesaid use of the Personal Information by the Bank and Telecom.
- 4.2 You hereby agree and authorize the Bank and Telecom to obtain and procure your Personal Information contained in the NIRA from the Government of Uganda and

you further agree and consent to the disclosure and provision of such Personal Information by the Government of Uganda to the Bank and Telecom.

- 4.3 You hereby further acknowledge and authorize the Bank to verify your Personal Information received from the telecom against the information received from the Government of Uganda in your respect as contained in the NIRA.
- 4.4 The Bank and the telecom reserves the right to request for further information from you pertaining to your application for KCB/AIRTEL Agent float financing at any time. Failure to provide such information within the time required by the Bank and Telecom may result in the Bank and Telecom declining to accept your application for KCB/AIRTEL Agent Float financing.
- 4.5 Acceptance by the Bank and Telecom of your application for the KCB/AIRTEL Agent float financing shall be done via SMS sent to the Agent Mobile Phone Number associated with the Telecom.
- 4.6 The Bank and Telecom reserves the right to decline your application for KCB/AIRTEL Agent float financing or to revoke the same at any stage at the Bank's and Telecom's sole discretion and without assigning any reason or giving any notice thereto.

5.1 KCB/AIRTEL AGENT FLOAT FINANCING.

5.1.1 As a holder of the Airtel agent line and having received a confirmation message bearing your credit limit, you may, subject to these terms and conditions apply for a loan using the Airtel agent float financing menu on your equipment.

5.1.2 Where you apply for a loan from the bank and Telecom, your application shall be appraised according to the applicable loan appraisal processes of the bank and the telecom. KCB and AIRTEL reserve the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.

5.1.3 Subject to approval of your application for a loan, the bank and Telecom 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 Uganda Shillings ten thousand (UGX 10,000) and a maximum amount of Uganda Shillings two hundred and fifty thousand (UGX 250,000) or such other minimum or maximum amount as the Bank may from time to time in its sole discretion determine (the "Loan"). You must be an active Airtel Agent for a minimum of 6 months and have earned commission each month within the last 6 months.

5.1.4 The proceeds of the Loan shall be credited into your Airtel agent Account subject to any deductions of applicable Interest charge.

5.1.5 You shall repay the loan within forty-eight hours (48 hours) with UGX 300 interest, failure to pay of which three thousand Ugandan shillings (UGX 3,000) penalty interest shall be charged on the outstanding amount.

5.1.6 Interest Fees are subject to change at any time at the bank's and Telecom's sole discretion subject to thirty days' notice to you.

5.1.7 You shall make all payments due from you to the Bank and Telecom in respect of the Loan and Interest Fees using the AIRTEL Agent float financing menu.

5.1.8 The bank and Telecom reserves the right to vary the terms of the Loan including the fees payable thereon from time to time having regard to the prevailing rules and regulations of the Central Bank of Uganda, the policies of the Bank and Uganda Communication Commission.

4. IRREVOCABLE AUTHORITY OF THE BANK

- 8.1 it is your sole responsibility to familiarize yourself with the operating procedures for the service and will be provided by the bank and Telecom upon your registration to the Service. KCB and AIRTEL will not be liable for any losses incurred because of

your errors either of commission and/or omission.

- 8.2 You hereby irrevocably authorize KCB and AIRTEL to act on all Requests received from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.
- 8.3 If you request KCB and AIRTEL to cancel any transaction or instruction after a Request has been received from you, KCB and AIRTEL may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- 8.4 KCB and AIRTEL shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.
- 8.5 In the event of any conflict between any terms of any Request received by KCB and AIRTEL from you, these Terms and Conditions shall prevail.

5. CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES

- 9.1 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.
- 9.2 You shall be responsible for ensuring the proper performance of your Equipment. KCB and AIRTEL shall neither be responsible for any errors or failures caused by any malfunction of your Equipment.
- 9.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by KCB and AIRTEL concerning the use of the System and Services.
- 9.4 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your PIN secret and secure. You shall ensure that your PIN does not become known or come

into possession of any unauthorized person. KCB and AIRTEL shall not be liable for any disclosure of your PIN to any third party and you hereby agree to indemnify and hold KCB and AIRTEL harmless from any losses resulting from any PIN disclosure.

- 9.5 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 KCB and AIRTEL are examined and checked by you or on your behalf as soon as after receipt by you in such a way that any unauthorized use of and access to the System will be detected.
- 9.6 You shall immediately inform AIRTEL through the Contact Centre in the event that;
- 9.6.1 You have reason to believe that your PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
- 9.6.2 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.
- 9.7 You shall at all times, follow the security procedures notified to you by KCB and AIRTEL 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 Agent float financing 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.
- 9.8 You shall not at any time operate or use the Services in any manner that may be prejudicial to KCB and AIRTEL.

6. CUSTOMER COMPLAINT.

- 10.1 Complaints may be made in person, in writing, telephone and email.
- 10.2 KCB and AIRTEL shall 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 and Telecom's Complaints procedures, which are available on request from the Bank and Telecom.

7. EXCLUSION OF LIABILITY

11.1 KCB and AIRTEL 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 Equipment, or (b) any other circumstances whatsoever not within their control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

11.1.1 KCB and AIRTEL will not be liable for any losses or damage suffered by you as a result of or in connection with: -

11.1.2 Failure, malfunction, interruption or unavailability of the System, your Equipment, the Telecom Network, KCB/AIRTEL Agent float financing Service;

11.1.3 Your failure to complete instructions for payments or transfers relating to your KCB /AIRTEL Agent float financing.

11.1.4 Any fraudulent or illegal use of the Services, the System and/or your Equipment; or

11.1.5 Your failure to comply with these Terms and Conditions and any document or information provided by KCB and AIRTEL concerning the use of the System and the Services

11.2 If for any reason other than the reasons mentioned in subparagraphs the Services are interfered with or unavailable, KCB and AIRTEL's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.

11.3 KCB and AIRTEL shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.

11.4 Under no circumstances shall KCB and AIRTEL 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 KCB and AIRTEL.

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

8. 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 KCB and AIRTEL provides to you through the System or otherwise are vested either by KCB and AIRTEL or in other persons from whom KCB and AIRTEL has a right to use and to sublicense 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 KCB and AIRTEL.

9. DISCLOSURE OF INFORMATION

15.1 You hereby expressly consent and authorize KCB and AIRTEL to disclose, receive, record or utilize your personal information or data relating to your KCB/AIRTEL Agent float financing and any details of your use of the Services:

15.1.1 To and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud

15.1.2 To and from the Bank's and Telecom's service providers, dealers, agents or any other company that maybe or become the Bank's and Telecom's subsidiary or holding company for reasonable commercial purposes relating to the Services;

15.1.3 To the Bank's lawyers, auditors or other professional advisors or



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to any court or arbitration tribunal in connection with any legal or audit proceedings;

- 15.1.4** For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
- 15.1.5** In business practices including but not limited to quality control, training and ensuring effective systems operation.

10. NOTICES

- 17.1** KCB and AIRTEL may send information concerning the KCB/AIRTEL Agent float financing via SMS to the Mobile Phone number associated with your registered Airtel Agent line
- 17.2** You acknowledge that you have no claim against the Bank and Telecom for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the KCB/AIRTEL Agent float financing.

11. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

- 18.1** You may contact KCB and AIRTEL Contact Centre to report any disputes, claims or KCB/AIRTEL Agent float financing discrepancies.
- 18.2** 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.
- 18.3** To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
- 18.4** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Uganda.