

## **TERMS AND CONDITIONS FOR PRIDE ACCOUNTS AND SERVICES**

These terms and conditions apply if you have an account (s) with PRIDE MICROFINANCE LIMITED (PRIDE) P.O.BOX 7566 KAMPALA and it covers all other ancillary services that the customer may access by virtue of holding an account with PRIDE. The terms explain our obligations to you and your obligations to us and apply to all Accounts products and services.

### **GENERAL CONDITIONS:**

#### **1. INTRODUCTION**

- 1.1 Your Agreement with us is contained in these general conditions, the additional conditions and the application form.
- 1.2 The additional conditions include our charges and interest rates, notice periods, minimum balances and other features as per the account type. Information will be given to you when you open the account or apply for a new service. These are also available at our branches and on the brochures. We can change this agreement from time to time.
- 1.3 In this agreement “you” and “you” mean any customer operating any account and includes (where appropriate) any person you authorize to give instructions on your accounts. “We”, “us” and “Our” means PRIDE (MDI)

#### **2. MODE OF COMMUNICATION**

- 2.1 We may contact you in person or by telephone, by post, by email or any other electronic communication. Or using the latest address or number you have given us. You agree to tell us any changes or additional details.
- 2.2 You can contact us on the address and telephone number shown on your statement or your card. Additional contact numbers are displayed in our banking locations and PRIDE website
- 2.3 We may record and monitor telephone call between us so that we can check instructions to ensure that we meet the service standards. Our records are conclusive.

#### **3. CUSTOMER INSTRUCTIONS**

- 3.1 You can only give instructions in person or by telephone or email unless we advise you that the instructions may be given in a different for a particular account or service
- 3.2 Before you give us instructions as in 3.1 above, we will agree on the necessary security procedures for authenticating such instructions.
- 3.3 You must do all you reasonably can to make sure that the security procedures codes, and personal identification Numbers (PINs) are kept secret at all times
- 3.4 You must report to us immediately if any card issued to you is stolen or lost or if you think someone else may know the security procedures, codes or PINS. Until you tell us you will be responsible for any instructions that we receive and act on, even if the instructions may not have been given by you.
- 3.5 Pride will credit your account with any payments Pride make after you tell us. Pride will have no further liability to you.
- 3.6 Pride will act on instructions given on; (a) a document bearing your original signature [s]: or (b) by telephone or email and any electronic manner as long as Pride have followed the security procedures
- 3.7 Pride can refuse to act on any instruction if; a) the instruction is not clear: or b) Pride believes that by carrying out the instructions Pride might break a law, regulation, code or other d:
- 3.8 If you give Pride an instruction by telephone or computer, Pride may ask you to confirm it under section 3.6
- 3.9 Pride can ask you for all information you have about the misuse of security procedure codes and PINs which Pride may pass on to the police if Pride deems it to be useful

#### **4. CREDITS TO AND PAYMENTS OUT OF YOUR ACCOUNT**

- 4.1 If Pride receives instructions and credits for an account during the opening times on any working day, Pride will process them all on that day or on the date specified in your instructions. Instructions and credits received after the opening times for on

and working day will be processed on the next working day. Even though branches may open on Saturday this is, considered as a non-working day and instructions received on Saturdays will therefore be processed on the next working day. Branch opening times will be displayed in each branch

- 4.2 Your statement balance will show credits when your branch receives them even if they include cheques which are not „cleared“ To calculate in interest, Pride treats cheques as clear when Pride receive value for them from the relevant bank through the banking system. However, PRIDE [MDI] can still return the cheque as unpaid for example for the lack of funds. If it does, so Pride will debit your account with the amount on the cheque.
- 4.3 You can only cancel instructions given by telephone or email and any electronic manner, if they have not been acted on. Cancellations may attract charges.
- 4.4 Pride may refuse to make a payment if you do not have enough money in the account at the close of the working day before the payment is due to be made. In deciding whether you have enough money Pride takes account of any authorized card transactions, any overdraft limit, any cheques being treated as cleared, any instructions to make payments and regular payments which have not yet been paid from your account. Pride will tell you if you can make payments from your account against cheques which are not cleared. Pride does not have to take account of regular credits or any amounts received after Pride have decided not to make payment.
- 4.5 If any cheque you have paid in, is returned to Pride unpaid Pride will debit your account whether or not, it goes over drawn, if Pride allowed you to make a payment or to take cash against the cheque.
- 4.6 If you make a payment from an account without giving notice required for the account Pride may make a charge or reduce the interest payable on the account.
- 4.7 Pride will debit each working day the amount of all card transactions processed since the previous working day.

4.8 Pride may make a charge for the replacement of any card that has been stolen or lost.

4.9 Unless specifically stated on the card, the card issued to you is not the credit card and therefore should not be represented as such. services (or a combination of these) and which is linked to the Account It does not include credit cards, pre-pay cards or charge cards.

4.10 You must do all you reasonably can to make sure that the security procedures, codes and Personal Identification Numbers [PIN] are kept a secret at all times.

4.11 Both you and any card holders nominated by you will be jointly and individually liable for all card transactions debited to your account other than those circumstances explained in condition 3.4

4.12 Pride will not be liable, responsible or accountable to you in any way whatsoever for any loss, injury or damage arising from the use of the PRIDE card.

## **5. INTEREST CHARGES AND FEES PAYABLE**

5.1 Pride pays interest or if applicable, charges interest and fees in arrears by crediting or debiting your account

5.2 Pride reserves the right to charge for additional services and to vary interest rates and charges from time to time in accordance with clause 10

5.3 all interest payable on your accounts shall be subjected to applicable taxes.

5.4 Pride may at any time, at its sole discretion, charge a fee for use of any or all of the services offered, under a notice to the Customer through any medium available. By making an application the customer hereby accepts to be charged for the services.

5.5 Unless otherwise waived by Pride, the Customer shall pay Pride, fees and charges for the use of the service. The Customer, shall be liable for payment of airtime or any other charges which may be levied by the Service Provider in connection with the receiving of the Alerts, as per the terms and conditions of the Service Provider and Pride is in no way concerned with the same.

## **6. STATEMENTS.**

6.1 Pride will upon request and subject to the requisite charges give you statements showing all

amounts deposited or withdrawn from your account since the previous Pride statement. You must check your statement carefully and tell Pride within 26 days from the date of issue of the statement if something appears to you to be wrong or not made in accordance with the instructions. If you fail to advise Pride within the 28 days, the statement shall be taken to be conclusive for all purposes and you shall not be able to challenge it on any ground whatsoever

- 6.2 Pride will correct any errors in the entries to your account as soon as possible after you tell Pride about them or when they are discovered by Pride

## **7. LIMITATIONS OF LIABILITY**

- 7.1 Pride will be excused from failing or delaying to act and no liability to Pride if such failure or delay is caused by failure, malfunction or unavailability of any telecommunications network, data communication and computer systems and services, fire, war, riot, theft, flood, earthquakes or other natural disaster hostilities, invasion, civil unrest, strikes, industrial action or trade disputes.
- 7.2 Pride shall not be liable for any claims or damage whatsoever relating to use of communication system or e-banking, including information contained on the communication system or inability to use the communication system or mobile phone or device
- 7.3 In any whether arising out of negligence or not, the liability of Pride to the customer shall be the actual funds in Pride. lost by the customer provided the later shall not be found to have contributed to the loss .
- 7.4 Pride will not be liable to you if Pride did not act on your instructions for any reason under condition 3.7 or 4.6 of if Pride cannot carry out our responsibilities under these conditions a result of anything that Pride cannot reasonably control
- 7.5 Pride will not be liable under any circumstances for any losses which are not direct or which Pride could not have reasonably foreseen.
- 7.6 Pride will take reasonable care to ensure the security and prevent unauthorized access to our computers.
- 7.7 If Pride suffers any losses, costs or other expenses as a result of any breach to this agreement by any

Customer then the Customer may be liable for these.

## **8. USING INFORMATION ABOUT YOU.**

- 8.1 Pride may retain and process information obtained by Pride or given by you in your dealings with Pride on the PMI [MDI] computers and in any other way. This will be used by Pride for assessment and analysis (including credit scoring, market and product analysis) so that Pride can develop and improve and market our services to you and other customers and protect our interests
- 8.2 Pride may inform you by letter, telephone, Computer or email about products and services [including those to others] which Pride believe may be of interest to you.
- 8.3 Pride may give information about you and how you manage your account to the following; a) Credit reference agencies or other organizations that may use and give out information for credit assessment and to prevent fraud. b) People who provide a service to Pride or are acting as our agents, on the understanding that they will keep the information confidential: or c) Anyone Pride transfer or may transfer our rights and duties to under this agreement.
- 8.4 Pride may also give out information about you if Pride have a duty to do so or if the law allows Pride to do so. Otherwise, Pride will keep the information about you confidential.

## **9. CHANGING THE TERMS OF THIS AGREEMENT.**

- 9.1 Pride may change the terms of this agreement [including our charges] at any time by telling you about the changes in accordance with the applicable laws and regulations

## **10. CLOSING YOUR ACCOUNT.**

- 10.1 You can close your account by telling Pride in writing signed by all accountholders.
- 10.2 If one Customer on a joint account dies, the survivor [s] may withdraw any account balance upon presenting to Pride letters of administration or grant probate
- 10.3 This agreement may be terminated by giving you at least 30 days' notice, unless you are in material breach of this agreement, in which case Pride may end our banking relationship

and close your account with immediate effect and without notice. Pride can also give you a new account number and / or transfer your account to another branch if Pride close or combine branches. Any benefits or services Pride provide in relation to particular accounts will end as soon as account is closed.

- 10.4 On closure of your account, you will return any cards Pride have given you. You must repay any money you owe Pride or any of her payment instructions you have made, which have not been taken out of your account.
- 10.5 Pride has the right to close your newly opened account without notification if it's not funded within 24 hours of opening and if it remains at zero balance for six months.

## **TERMS AND CONDITIONS FOR ATM CARD SERVICES**

### **1. GENERAL CARD CONDITIONS**

- 1.1 The Pride card can be used to make cash withdrawals and deposits at an ATM.
- 1.2 The Pride Card and PIN can be used to obtain and deposit cash from an ATM. Authorised to accept the card, subject to any maximum amount for withdrawal which Pride (or any other Pride operating an ATM authorised to accept the Card) may from time to time determine.
- 1.3 The Customer must (if not already opened) open and at all times maintain the Account and comply with the terms of the Account.
- 1.4 If the Account is in the names of more than one person, all the persons are jointly and severally liable with each other for complying with the agreement. This means that an of Customer is liable together and each Customer is also liable individually for complying with the agreement and paying all sums owing to the PRIDE on the Account
- 1.5 Each Cardholder must immediately notify any change of their name, address, telephone number or other contact details to PRIDE in writing or by telephone.
- 1.6 From time-to-time benefits may be made available to Cardholders. Each benefit is subject to its own terms and conditions which do not form part of the agreement.
- 1.7 Pride may from time to time at its discretion and without notice add to, withdraw or vary any service or benefits which do not form part of the agreement. Pride will inform the Customer at least 30 days before Pride withdraws any benefit from being generally available to Cardholders.
- 1.8 Pride failure to insist on our strict rights under the agreement will not prevent Pride from enforcing these or any other rights.
- 1.9 Pride is not responsible if Pride cannot carry on our duties under the agreement arising directly or indirectly from the failure or faulty working of any machine, data processing system or transmission link, any industrial dispute or anything beyond our reasonable control or that of our agents or sub-contractors.
- 1.10 PRIDE may at any time assign an or part of the PRIDE's rights under the agreement (which includes our right to payment of any sums due to Pride by Account Holder) and may disclose to any potential assignees such information regarding Customer and Customer affairs as PRIDE may see fit Account Holders rights under the Agreement (or any part of it) and Account Holder's legal rights will not Be affected. Customer may not assign Account Holders rights under the agreement unless agreed by us.
- 1.11 There may be other charges or costs relating to use of a Card that are not paid through Pride or imposed by us.
- 1.12 The agreement shall be governed by the laws of Uganda. The parties hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Uganda in respect of any proceedings arising in connection with the relationship between Pride and the customer, the documentation relating to the account and /or these terms and conditions
- 1.13 These conditions are written and available only in English and Pride undertake to communicate to Customer in English when communicating with Customer regarding the agreement.
- 1.14 The customer hereby confirms that by signing these terms they have sort Legal guidance in regards to their meaning and effect and that they agree to be bound by them.

1.15 The customer undertakes to make full and true disclosure of their identity and address to Pride and the personal information/data given to the bank unless a notice of change has been availed shall be deemed to be the true

1.16 The customer unreservedly gives Pride right to collect, Keep, process and use such data for furthering the objectives of these terms and conditions.

## **2. USE AND SECURITY OF CARD**

2.1 A Cardholder must sign for the Card immediately upon receipt.

2.2 The Card shall at all times be PRIDE's property and a Cardholder must return it if asked by Pride. Only a Cardholder to whom a Card is issued may use that Card and any use of the Card is subject to the agreement.

2.3 The Card must not be used; (a) before the start date stated on the Card, (b) after the expiry date stated on the Card, (c) after any notification by PRIDE of its cancellation, withdrawal or suspension, (d) After the termination of the Agreement, (e) to carry out Transactions for an illegal purpose.

2.4 PRIDE shall renew or replace a Card as necessary unless the Agreement is terminated or a Card is cancelled or withdrawn or its use suspended. An expired or replaced or otherwise redundant Card must be destroyed by the Cardholder by as per the terms of this agreement.

2.5 The Cardholder must exercise all reasonable care to ensure that the Card is not lost or stolen and to prevent the PIN, password or other security information from becoming known to any other person. This means that; (a) the Cardholder must not disclose the PIN, password or other security information to anyone or use or record the PIN, password or other security information in a way which allows another person to discover it. (b) the Cardholder must never write the PIN, password or other security information on the Card or on anything usually kept with it. (c) Upon receipt of the PIN, the Cardholder must promptly destroy the PIN notification.

2.6 The Cardholder must not use the Card Number to obtain cash that will take the account below the minimum agreed credit balance allowed on the

Account or to create an overdraft position on the Account

2.7 PRIDE will be entitled to debit to the Account the amount of each Transaction notwithstanding any irregularities concerning that Transaction or the use of the Card or security information.

2.8 Once the Card has been used for a Transaction, the Transaction cannot be revised.

2.9 Subject to general Conditions 5, the Customer will pay Pride the amount of all transactions arising from the use of the Card

## **3. OVERDRAFT, AUTHORISATIONS AND DEBITS**

3.1 A Cardholder cannot use the Card to take the account balance below the minimum credit balance allowed by Pride on the Account or to create an overdraft position on the Account

3.2 No delay or failure by PRIDE to debit the Account with the amount of any Transaction or part of a Transaction, or any other amount falling due, will affect its right to do so subsequently.

3.3 All Transactions once debited to the Account will be shown on the statement relating to the Account. The Customer must notify PRIDE as soon as possible if a statement includes an item which appears to be incorrect.

## **4. PAYMENTS AND CHARGES**

4.1 Charges for the use of the Card will be as stated in the tariff guides which shall be found in our respective branches and shall be subject to change at any time at the discretion of Pride. Additional services will be advised at the time of the Customer requests the service or when the Customer asks.

4.2 PRIDE, may debit the Account with the amount of any loss or costs incurred or charges made by Pride as a result of any breach by a Cardholder of the terms of the agreement and any other applicable charges

4.3 The Customer will still be liable for all amounts due to Pride (including charges in relation to the card) where there are insufficient funds in the account to meet the relevant payment or where Pride is unable to debit those amounts due to circumstances beyond our reasonable control.

## **5. LOSS OF CARD**

- 5.1 Should a Card be lost or stolen or the details of the Card (including the PIN, password or other security information become known to a person other than the Cardholder to whom it was issued, the Cardholder must as soon as reasonably possible notify Pride by telephone or by reporting to the nearest branch. PRIDE may ask the Cardholder to provide written confirmation of such loss or misuse of the Card which the Cardholder must do within 7 days. Effective notification will take place when PRIDE receives verbal notification provided that in such instances when Pride request written communication it must be received by PRIDE within 7 days.
- 5.2 Until PRIDE receives effective notification. Customer will be liable for any use of the Card.
- 5.3 Failure to comply with any of these Conditions will amount to acting without reasonable care.
- 5.4 When a Card is lost, stolen or misused, PRIDE may disclose any relevant information to the appropriate authorities. The Cardholder must avail all information regarding the loss, theft or misuse of the Card or the disclosure of the PIN, password or other security information.
- 5.5 Should a Card which has been reported lost or stolen be retrieved, the Cardholder must not use the Card and the Card must be forwarded to PRIDE MICROFINANCE LTD (MDI).
- 5.6 Notification of loss or theft may be given by the Account Holder, the Cardholder or by a third party (agent) approved by Pride for this purpose. Notification by the Customer or the Cardholder to a third party shall not constitute notification to us.
- 5.7 In the event of a Card being lost, stolen or mutilated Pride may issue a replacement Card

## 6. VARIATIONS

- 6.1 PRIDE may at any time, for any valid reason:
- 6.2 change or introduce charges;
- 6.3 make any change to these terms and conditions:
- 6.4 change its Banking hours.
- 6.5 close or relocate any of its branches

## 7. TERMINATIONS OR SUSPENSION

- 7.1 Both parties may terminate the agreement at any time by notice and by the Customer returning Card in the manual specified in condition 8.6 above. Termination shall take effect when PRIDE receive the Cards.
- 7.2 PRIDE may terminate the agreement at any time by giving Customer a minimum of 30 days' notice.
- 7.3 PRIDE may also terminate the agreement with immediate effect, if the (a)Customer dies;(b) Customer is made Bankrupt or enters into a voluntary arrangement with Account Holders creditors;(c) Customer experiences financial difficulties (short of being made Bankrupt or entering into a voluntary arrangement) which adversely affect the way Customer conduct the Account;(d) the Customer is in breach of these terms and conditions for the card and the Account (e)the Account is closed.
- 7.4 Pride may also cancel, withdraw or suspend the use of any Card with immediate effect if Pride suspect the Card is being used for fraudulent purposes or if any of the reasons set out in the general conditions 8.4 apply.
- 7.5 Termination withdrawal, cancellation or suspension of the use of any Card will not affect any liability Customer already has to Pride under the agreement or under the terms of the Account.

## 8. RIGHT TO SET OFF

- 8.1 Pride may reverse, debit and or recover from the customer funds credited or disbursed on the account of the customer in error or as a credit facility. Such credits or disbursements shall be a liability to the customer and Pride may without notice to the customer set off or recover from any account of the customer to settle the liability
- 8.2 Pride shall by this clause maintain a general lien over the funds of the customer for purposes of setting off the customer's liability with Pride

## 9. CANCELLATION RIGHT

- 9.1 Customer can cancel the Agreement with PRIDE by contacting Pride and returning the Card to PRIDE MICRO FINANCE LTD (MDI) BUKOTO, VICTORIA OFFICE PARK, BLOCK B PLOT 6-9, BEN KIWANUKA OKOT CLOSE. P.O.BOX 7566 KAMPALA within 14 days of concluding the agreement

**9.2** If Customer exercises this cancellation right, it will not affect any liability Customer has to Pride under the agreement or the Account arising from any transactions or from any losses, costs or charges payable under the agreement or the Account. Upon cancellation Pride may require the immediate repayment of all amounts on all charges under the Account Tariff which have been incurred (although they may not have been applied yet) before Customer cancel the agreement will continue to accrue in accordance with the agreement and the Account tariff until full repayment is made and regardless of any court judgment obtained by PRIDE.

## **10. FINANCIAL SANCTIONS AND MONEY LAUNDERING**

**10.1** By agreeing to these conditions account holders are confirming that: (a) Customer is aware of the existence of all international sanctions which prohibit the free movement of funds, goods and services to and from certain designated countries, regimes, entities and individuals.

**10.2** Customer is aware that, in addition, certain laws, acts, money laundering rules and policies of foreign governments and their agencies, whether or not having the force of law, may affect transactions of Account Holder

**10.3** PRIDE reserves the discretion to refuse to handle payments if Pride reasonably believes that by handling the payment, Pride might breach international sanctions or money laundering laws.

## **11. TELEPHONE CALLS AND SECURITY**

PRIDE may record or monitor telephone calls and other activities at the ATM sites in order to ensure security for our customers and our staff to help maintain service quality

## **TERMS AND CONDITIONS FOR MOBILE PHONE BANKING SERVICES**

### **1. Application and Scope of Terms and Conditions**

**1.1** These Terms and Conditions together with the application for the Pride Mobile Phone Banking Services made by the Customer and as accepted by Pride shall form the Contract between the

Customer and Pride, provided that the customer shall further be bound by such terms, as Pride may agree with the other Service providers including but not being restricted to the telecommunication service providers (herein after being referred to as its "affiliates"), aiding Pride in providing the Service. These Terms and Conditions and those of Pride's Affiliates shall bind the customer. By applying for and allowing Authorized Users access to the Service, the Customer acknowledges and accepts these Terms and Conditions and those of Pride's affiliates, to the fullest extent possible.

### **2. Amendment of Terms and Conditions**

**2.1** The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions as notified from time to time

### **3. Mode of Accessing the Service**

**3.1** The customer 's preferred mobile number submitted by the customer to and registered by Pride shall be used to access the Service. The Service shall not be available to the customer on more than one mobile number for the same account. The Service will be available to the Customer only if the Customer is a subscriber to any of the registered and recognized Telecommunication service providers in Uganda or within such area, which forms part of the roaming network of such telecommunication service provider providing services to the Customer availing such roaming service from respective Telecommunication service provider.

### **4. Process Setting the Services**

**4.1** To access the service, the Customer may select and set all or any of the services by submitting an application in the prescribed format as applicable and following the steps provided for in Pride's Mobile Phone Banking Manual or by any other mode as notified by Pride from time to time. Pride shall not be responsible for any error made by the Customer while setting and/or selecting the services.

### **5. Setting Triggers and Receiving Alerts**

**5.1** Pride will not acknowledge receipt of any instructions or registration and transaction requests nor shall Pride be responsible to verify

any instructions or password or Mobile Phone Number. Pride shall not be liable for non-delivery or delayed connection, Pride is hereby authorized by the Customer to debit any of the Customer's Account (s) with Pride delivery of service, error, loss or distortion in transmission of service to the Customer. The customer shall at all times be responsible/ accountable for all transaction alerts sent to and from Pride's Mobile money platform.

## **6. Availability of the Service**

- 6.1** Pride shall endeavour to provide to the Customer through the Service, such services as Pride may decide from time to time. Pride reserves the right to decide what services may be offered to a Customer on the Account specified by the customer for purposes of Mobile Phone Banking Services and such offers may differ from Customer to Customer.
- 6.2** Pride may also make additions/deletions to the services offered through the Service at its sole discretion. The Service is made available to Authorized Users, at the sole discretion of Pride and may be discontinued by Pride at services of specific Telecommunication service providers. The Service is currently available to Accounts held with Pride branches in Uganda and Pride's virtual accounts.
- 6.3** The Customer agrees that access to the Service shall only be through one Mobile Phone Number for each respective customer "s account and any transaction which originates from the same, whether initiated by the Authorized User or not, shall be deemed to have been originated from the customer or such Authorized User and shall be binding upon the Customer.
- 6.4** The instructions received by Pride from the customer's preferred Mobile Phone Number shall be effected only after such authentication as may be required by Pride, generally or specifically for any particular type of instruction, from time to time, including through verification of password allotted by Pride to the Authorized User against whose name the Mobile Phone Number is registered.
- 6.5** While Pride will make reasonable efforts to provide the Mobile Banking Service, it will not be liable for any failure to provide the Mobile Phone Banking Service, in part or full, for any cause that is

beyond its reasonable control. This includes, in particular, any suspension of the Mobile Phone Banking Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Mobile Banking Service, other disruptions to our systems, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage. The Mobile Banking Service application (the "Application") is provided "as is" with no representation, guarantee or warranty of any kind as to its functionality.

## **7. Accuracy of Information**

- 7.1** The Customer undertakes (and further undertakes to require Authorized Users if any) to provide accurate information and disclosures wherever required and shall be responsible for the correctness and authenticity of the information provided by him/her to Pride at all times including for the purposes of availing of this Service.
- 7.2** Pride shall not be liable for consequences arising out of erroneous information supplied by the Customer or the Authorized Users. While Pride and its Affiliates will take all reasonable steps to ensure the accuracy of the information supplied to the customer, Pride and its Affiliates shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The Customer and/or any Authorized User shall not hold Pride liable for any loss, damages etc. that may be incurred/suffered by the Customer /Authorized User, if the information supplied to the Customer turns out be inaccurate /incorrect.
- 7.3** Where Pride considers the instructions to be inconsistent or contradictory it may seek clarification from the Authorized User from who the instructions have originated before acting on such instructions. Pride may however, in its discretion, act upon any such instruction as it may deem fit and the Customer agrees to be bound to such actions of Pride even in circumstances where Pride doesn't seek clarification from the Authorized User from who the instructions have originated.
- 7.4** Pride shall have the right to suspend the Service, whether generally or specifically in relation to an Authorized User or a particular Customer, if Pride has reason to believe that the operation of the Service or acting upon any instructions of an



Authorized User may lead to direct or indirect loss or may require an indemnity from Customer (s) before continuing to operate the Service. Pride shall not be liable for any losses suffered by the customer, any authorized user and or any third party, in the event that Pride suspends the service.

## **8. Authority to Pride**

**8.1** The Customer /authorized user irrevocably and unconditionally authorizes Pride to access his/her Accounts and the Personal Information for effecting the instructions and providing the Service to the Customer, as well I as for analysis, credit scoring and marketing.

**8.2** The Authorized User /customer agrees that Pride may disclose to other institutions including its affiliates, such information in relation to the Customer as may be necessary for any reason inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with any legal directive, court order, for credit rating by recognized credit scoring agencies, and for fraud prevention.

## **9. Records**

**9.1** All records of Pride relating to the customer /authorized user's Account and/or arising out of the use of the Service, including the recorded time of the transaction and the Authorized User originating the transaction, shall be conclusive proof of the genuineness and Accuracy of the transactions in the Account. The authority to record the transaction details is hereby expressly granted by the Customer /authorized user to Pride.

## **10. Disclaimer of Liability**

**10.1** Pride shall not be responsible to the Authorized User/customer for any failure of the Authorized User to utilize the Service due to Authorized User not being within the geographical range within which the Service is offered. The Customer agrees that Pride shall not be liable if the Customer has breached any of the Terms and Conditions termination of the Pride Mobile Banking Service. The Customer shall not hold Pride liable for non-availability of the Service or non-performance by service providers, if any, engaged by Pride or any loss or damage caused to the Customer as a result of use of the Service (including relying on the Alerts for the Customer s commercial, investment

or business purposes) for any cause. Pride shall not be liable in any manner to the Customer in connection with the use of the Service. The Customer accepts that each Alert may contain certain Account information relating to the Customer. The Customer authorizes Pride to send Account-related information, though not specifically requested, if Pride deems that the same is relevant.

## **11. Security Procedure**

**11.1** The customer must keep his /her security details (which include the identifying passwords, codes, PINs and numbers) secret and take all reasonable precautions to prevent unauthorized or fraudulent use of them. The customer must not disclose his/her security details to any other person or record your security details in any way that may result in them becoming known to another person.

**11.2** In the event that the customer 's device is lost or stolen, or the customer suspects that anyone knows his/her security details they must contact Pride immediately. Pride shall not be liable for any loss in the event that the customer 's security details are lost or stolen

## **12. Warranty**

**12.1** Pride, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Service.

## **13. Limitation of Liability**

**13.1** Without limitation to the other provisions of these Terms and Conditions, Pride, its employees, agents or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of Pride in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in

transmission of any Information or message to and from the telecommunication equipment of the Customer and the network of any telecommunication service provider and Pride's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer. Illegal or improper use of the Service by the Authorized User or any other person shall render the Authorized User liable for payment of financial charges as decided by Pride and/or will result in suspension of the Service to the Customer. The Customer and the Authorized User are solely responsible for protecting any password given by Pride for the use of the Service.

**13.2** Pride will not be liable for any unauthorized use of any password(s)/PIN(s) given to any Authorized User or Mobile Phone Number or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's password or Mobile Phone Number; acting in good faith on any instructions received by Pride; error, default, delay or inability of Pride to act on all or any of the instructions; and loss of any information/instructions in transmission.

**13.3** Pride shall not be liable for the oversight on part of the Customer to update itself with the products which are provided through the Service.

#### **14. Indemnity**

**14.1** In consideration of Pride providing the Service, the Customer agrees to indemnify and keep Pride safe and harmless from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which Pride may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the Service.

**14.2** Pride shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the service. Any transactions conducted on behalf of the Customer including but not being limited to inquiries, transfers, posts notification, shall imply the Customer's acknowledge and acceptance of the fees payable. The Customer may at any time discontinue or unsubscribe from the Service provided that such notice shall be by way of filling a particular form as may be provided by Pride after the customer adhering to the notice periods provided herein. The Customer shall be liable for payment of airtime or other charges which may be levied by any Telecommunication service.

**14.3** Provider in connection with the Service and Pride shall in no way be concerned with the same.

**14.4** The fees payable by the Customer shall be exclusive and independent from the amount payable to any telecommunication service provider and will be debited from the account of the Customer by Pride. Pride's failure and or delay to deduct the fees for respective transactions from the customer's Account shall not be a waiver to Pride's right to fees for the said transactions. The Customer shall be required to refer to the schedule of fees.

#### **15. Termination**

**15.1** The customer may terminate these terms and conditions, of the Service any time by giving a written notice of at least 15 days provided that in any event the Customer shall remain accountable for any transactions originating from his or her preferred Mobile Phone Number through the Service even after the said termination.

**15.2** Pride may, at its discretion, withdraw temporarily or terminate the Service, either wholly or in part, at any time without giving prior notice to the Customer provided that in any event the

Customer shall remain accountable for any transactions originating from his or her preferred Mobile Phone Number through the Service even after the said termination.

**15.3**Pride may, without prior notice, suspend the Service at any time especially amongst others in cases where any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Service or if the Customer has breached these Terms and Conditions or Pride learns of the existence of any circumstance which in its opinion would result in the Customer being unable to carry on his/her obligations herein to the fullest extent possible.

**15.4**The closure of the Accounts and/or termination of the Mobile Phone Banking Services by the Customer will automatically terminate the Service.

**16. Notices**

**16.1**Pride and the Customer may give notice under these Terms and Conditions electronically to the mailbox of the Customer (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in case to Pride at pride's Head Office or at any other Pride location as Pride office as shall be communicated from time to time. But, the customer shall be required to deliver any notice at his/her mother branch.

**17. Governing Law**

**17.1**Any dispute or differences arising out of or in connection with the Service shall be subject to the jurisdiction of the Courts of Uganda and shall be governed by the Laws of Uganda.

**SIGNING AUTHORITY AND ACCEPTANCE OF TERMS & CONDITIONS**

I/Pride have read the General Terms & Conditions as stated above and agree that I/Pride will be

bound by them in full. I/Pride agrees that my/our account(s) and my/our dealing with Pride are operated on the General Terms & Conditions set out above.

I accept that the above terms and conditions have been explained orally to me by a Pride staff

Customer's Name: -----  
Customer's Signature: .....  
In the Presence of;  
Name:.....Signature  
.....