



FLEXIPAY SOLUTIONS APPLICATION FORM

Please use capital letters to complete the form.

Service Required:

☐ Collections

☐ Bulk Payments

1

BUSINESS INFORMATION

Business Name:

Bank Account Number:

Physical Address:

Contact Details:

Business:	<input type="text"/>	Phone:	<input type="text"/>	Email:	<input type="text"/>
-----------	----------------------	--------	----------------------	--------	----------------------

Contact Person:

Business:	<input type="text"/>	Phone:	<input type="text"/>	Email:	<input type="text"/>
-----------	----------------------	--------	----------------------	--------	----------------------

Nature of Business (e.g. Restaurant, Bar, Financial Institutions):

2.

MERCHANT SERVICES

Business Type ☐ Sole Proprietorship ☐ Limited Liability ☐ Retail ☐ Wholesale ☐

☐ Corporate

Merchant Type: ☐ Referenced ☐ Non-Referenced ☐ Till Functionality

Liquidation type and fees: ☐ Scheduled ☐ On Demand ☐ Real-Time

Liquidation rate as.....% (maximum 2%)

Liquidation frequency (applicable for scheduled liquidation only*): ☐ Weekly ☐ Bi-Weekly ☐ Monthly

Designated phone number to receive SMS notifications:

MERCHANT ADMIN USERS

UserNames	Email Address	Mobile Phone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Administrator: - will be created by the bank and will be responsible for maintaining the system and creating the other user roles for the Merchant (Viewer, Capturer, Authorizer).

Customer Initials.....

Till Enabled Merchant

No.	Outlet Name	Location	Contact Person Name	Phone number	Account Number

3.**BULK PAYMENTS****Pay from Account numbers (UGX)**

No.	Account Name	Number

Service fee bearer: ☐ Institution ☐ Beneficiary ☐ BothService fee rate as **Bulk Payments System Users/Authorizers**

No.	Name	Phone	email	Maker	verifier	Approver	Super user	System admin

5.**BULK REGISTRATION****Bulk Registration System Users/Authorizers**

No.	Name	Phone	email	Maker	Approver

Device Details

Device	
Serial Number	
Device Imei	

Customer Initials.....

Device Imei 2	
Device Model	
Device Mobile	+256

AUTHORISED SIGNATORIES FOR MERCHANT COLLECTIONS AND PAYMENTS

Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	

Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	

BANK APPROVAL

Received by: (Name and Signature)		Date:	
Approved by: (Name and Signature)		Date:	

Customer Initials.....

STANBIC BANK UGANDA FLEXIPAY SERVICE TERMS AND CONDITIONS

Please read this "agreement" (as defined below) carefully before using the "flexipay service" (as defined below). By accessing or using the flexipay service, you signify your consent to this agreement. If you do not agree with any of the terms and conditions of this agreement, do not use the flexipay service. "Sbu" (as defined below) reserves the right, to modify or update this agreement from time to time as it deems fit which modifications or updates shall automatically be binding on you upon publication at www.Stanbicbank.Co.Ug and on the wallet platform (https://eservices.Stanbicbank.Co.Ug/docs/kfd_wallet.Pdf)

You acknowledge that it is your responsibility to check regularly for updates to the terms and conditions of this agreement at the above site, and to immediately discontinue use of the flexipay service, if you do not agree to any update or modification to this agreement.

Your continued use of the flexipay wallet service following the publication of a modified or updated agreement, as described above, shall signify your consent and agreement to the modified or updated agreement, effective at the date of publication.

1 Terms and conditions

Please read carefully all of the terms and conditions of this agreement, the terms and procedures of the User guides and application forms that apply to the Service as may apply to You.

The following capitalized terms have the respective ascribed meanings in this Agreement:

- a) Account means the electronic account associated with Your Flexipay Wallet.
- b) Affiliate means, in relation to a party, any company or other legal entity which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under the common control of a third party with such party. For the purposes of this clause, "control" as used with respect to any entity, means the possession, directly or indirectly, of the power to direct or exercise controlling influence on the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
- c) Agent means an Agent Banking agent contracted to carry out Agent Banking services on behalf of the Bank.
- d) Agent Banking agreement means an agent banking agreement pursuant to which an agent is contracted to carry out Agent Banking services on behalf of the Bank.
- e) Agreement means, collectively, these Flexipay Terms and Conditions, the Service Application Form (and all information provided in it) and any other documents incorporate by reference herein.
- f) Charges mean the fee payable by the Customer in relation to each Transaction, as published by SBU from time to time.
- g) Content means any information (whether pictures, data or any other content) made available, displayed or transmitted in connection with the Service including, without limitation, information made available by means of the Flexipay Application, any third party information or posting or content made available by means of an HTML "hyperlink", all trademarks and domain names contained in such information, as well as contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing).
- h) Customer means You or any other registered and approved person that holds an Account for the Flexipay Service.
- i) SBU means Stanbic Bank Uganda Limited; owner of Flexipay trademark and operator of Flexipay services.
- j) Digital Channels means:
 - a. The Flexipay Bulk Payments Portal made available by or on behalf of SBU from time to time;
 - b. The Flexipay Merchant Portal made available by or on behalf of SBU from time to time;
 - c. The Flexipay Wallet Application;
 - d. USSD (*291#); and
 - e. Authorised Agent & merchant terminals
- k) Flexi Points means the points issued under Stanbic Bank's flexipay loyalty rewards program whereby flexipay wallet account holders accumulate points when using flexipay, and when referring non-Customers to the Flexipay Wallet. The points are then redeemable against other goods and services of value, as more fully described at the Bank's flexipay wallet loyalty rewards program at www.stanbicbank.co.ug
- l) Flexipay means an electronic wallet designed to meet the lifestyle needs of the unbanked, underbanked and multi-banked using smart (App) and feature (USSD) mobile phones combined with agent, merchant an ATM channels
- m) Flexipay Wallet means the mobile wallet solution owned and operated by SBU, consisting of a stored value account used to carry out payments and transfer funds and related products and services.
- n) Flexipay Wallet Contact Centre means the customer service contact centre established by SBU from time to time to receive, investigate and resolve Customer queries and complaints in relation to the Flexipay Wallet Service.
- o) Flexipay Wallet Point of Sale means each retail location of a Merchant, Agent Banking agent or another SBU partner where Customer is able to initiate Transactions.
- p) Flexipay Wallet Application means the Flexipay Wallet mobile application made available by or on behalf of SBU from time to time.
- q) Flexipay Service or Service mean any and all services (including electronic payment services and the processing of Transactions) offered by SBU from time to time in connection with the Flexipay Wallet and includes the services provided for under clause 3 to 5 of this agreement.
- r) Participant means any subsidiary or affiliates of the Principal/Merchant which have signed up to participate in the Service and have agreed to be bound by the terms and conditions of this Agreement to the extent that it is applicable to such Participant
- s) Principal/Merchant means any person



or entity which is party to a Merchant Agreement.

t) Merchant Agreement means a merchant agreement pursuant to which the Merchant agrees to accept payment for Goods and Services through Flexipay platform of SBU.

u) Mobile Device means a mobile device (phone/tablet etc.) that allows access to the Flexipay Wallet Service through a registered SIM Card, via a webpage or Flexipay Wallet application on any operating system.

v) Payment Method means each method of paying for a Transaction that is offered by SBU as part of the Flexipay Wallet Service from time to time, including (as may be made available by SBU from time to time) (i) using stored value credited to Your Account to pay for a Transaction; (ii) using funds from Your credit or debit card to pay for a Transaction or increase the stored value in Your Account;

w) Security PIN Code means Your unique personal identification number made available by SBU to You to access and operate Your Account on the Flexipay Wallet Application and on USSD (*291#). For avoidance of doubt, You will have the same Security Pin Code to access Your Account on the Flexipay Wallet Application and on USSD (*291#).

x) Service Application Form means the Service Application Form(s) accessible at the Flexipay Wallet portal (https://eservices.stanbicbank.co.ug/docs/KFD_Wallet.pdf), USSD (*291#) and the mobile wallet application, where You will be requested to fill in your personal information and any additional information that may be required in order to apply for the Flexipay Service, and thereafter any other application form that SBU may request You to complete from time to time in order to avail any additional facilities made available by SBU under the Service.

y) Transaction means:

- a. Any instruction from You to purchase Goods and Services using the Payment Methods of the wallet account;
- b. Any instruction from You to add stored value into Your Account using the Payment Methods;
- c. any instruction from You to transfer stored value held in Your Account to another Customer's Account;

- d. any instruction from You to redeem stored value in Your Account for an equivalent amount of UGX paid in cash at Flexipay Wallet partner locations designated by SBU from time to time, or credited to an account nominated and held by You at a bank licensed by the Central Bank; and
- e. any other operation which SBU may permit You to initiate in respect of Your Account from time to time.

2. Account

2.1 You hereby apply to SBU to open for You an Account on the Flexipay Service, subject to SBU's approval.

2.2 You warrant to have provided correct and updated information to SBU pursuant to Your application, during your relationship with SBU and as requested. The information provided may include but is not limited personal information, financial information or other information related to You or Your business.

2.3 You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that You use to access Your Account and the Flexipay Wallet Services.

3. Service description (other than International Money Remittance Services)

3.1 As part of the Flexipay Wallet Services, You may from time to time request the execution of a Transaction by SBU using one of the then-available Payment Methods in accordance with this Agreement.

3.2 You can access, open a Flexipay Wallet account and transact on the Flexipay Wallet platform via USSD (*291#), the Mobile App, Merchant Portal or Bulk Payments Self Service Portal or at any of our authorized agents' locations. Access to either USSD (*291#) OR the App automatically grants you access to either access mode on the platform.

3.3 You can also activate a debit card on this account using either the USSD or Mobile App. The card can be obtained from any of our branches subject to the debit card's terms and conditions that will be presented to you from time to time.

3.4 You will be able to earn and redeem Flexipay points as per the Flexipay Loyalty Rewards Programme which is available at www.stanbicbank.co.ug

3.5 Transactions using USSD or Mobile App will attract standard telco charges deducted from Your airtime or data. SMS alerts for account transactions are charged at the going market rate.

3.6 SBU will use reasonable endeavours to complete the Transaction You request, subject to;

- (a) Your compliance with this Agreement,
- (b) The execution of the Transaction being compliant with applicable laws, and
- (c) The Payment Method You designate, and the funds required to pay for the transaction being available and authorized at the time the transaction is processed.

SBU shall issue electronic confirmation receipt to You to advise if a Transaction You requested has been successfully completed or will alternatively inform You by electronic means if the Transaction has been rejected. A Transaction shall be considered successfully completed only on SBU issuing electronic confirmation receipt to You.

3.7 Each time You pay for a Transaction You request using UGX equivalent amount of stored value held in Your Account (including Transactions for the purchase of Goods and Services and Transactions for redeeming stored value in Your Account for UGX equivalent at the Bank's prevailing exchange rate), You hereby irrevocably authorize and direct SBU to debit Your Account by that amount immediately upon SBU confirming the successful completion of the Transaction.

3.8 You hereby irrevocably authorize SBU to debit Your Account by the amount of any then-applicable Charges upon the successful completion of each Transaction You request.

3.9 At its sole discretion, SBU may introduce new Flexipay Services or discontinue any existing Flexipay Services from time to time and at any time without notice.

3.10 All Transactions from the Account must be authorized by You using the Security PIN Code or by such other methods that SBU may implement from time to time. For each Transaction with a Merchant or Agent, You may be required to present Your proof of identity (such as a valid National ID or a passport) in order to effect the Transaction, and the identification documents You present may be recorded by the Merchant/Agent.

3.11 Each Transaction will be issued with a unique transaction number that is included in



the confirmation electronic receipt sent to You. This transaction number is used to track and identify all Transactions carried out on Your Account and You will be required to provide such transaction number if You wish to query any Transaction on Your Account.

4. Merchant Collections

4.1 You hereby apply to utilise the Merchant Collections Service on Flexipay.

4.1.1 The Merchant Collection Service shall consist of collection of payments for goods and services on Your behalf through a Merchant collection portal. You shall be issued a unique Merchant Code for Identification. SBU shall ensure all payments are reconciled according to this Merchant Collection Portal.

4.1.2 This Merchant Collection Service will be available on SBU's digital channels and Customers may directly make their payments to Your Account.

4.1.3 In the event of any conflict and/or inconsistencies between this Agreement and the Operational documents and Regulations, the terms of this document shall prevail.

4.1.4 SBU may suspend; improve; change; replace; withdraw and include as part of the Merchant Collection Service, any module from time to time, on notice to You and Customers. We will try to give you at least thirty calendar days' notice via email.

4.2 Disputed Transactions.

4.2.1 The Bank shall reverse any amounts paid to or by the Principal/Merchant and/or Participants if the transaction is disputed upon obtaining formal debit authority from the merchant on a best effort basis.

4.2.2 A merchant may reverse any amount to the Participants however there will be no refund of any charges that were incurred to either the Principal/Merchant and/or Participant

5. Bulk Payment

5.1 You hereby apply to utilise the Bulk Payment Service on Flexipay

5.2 The Service shall consist of ability to make disbursements to multiple beneficiaries at once from a linked bank account via your Flexipay Wallet to third parties' Flexipay wallets, Mobile Money Wallets, and Bank accounts initiated by you. You can link or unlink a bank account to your Flexipay Wallet as a payment method. You have the right to receive an account statement

showing your Flexipay Wallet activity. You may view your Flexipay Wallet statement by logging into your Flexipay Wallet.

6. Age restrictions

Certain features, functionalities and/or facilities within the Service will only be made available and can be used by individuals over the age of 18. You hereby represent and warrant that You have provided true information about Your age and that You will not knowingly use any part of the Service which is not open for use by Customers of Your age.

7. Commencement and Application Process

1. This Agreement is valid and binding on and from the date on which SBU provides electronic confirmation to You that the respective Flexipay Service has been availed to you ("the Effective Date").

2. The application process for any Flexipay Service may be completed electronically. However, depending on the information that You provide when applying for the Service, SBU may require You to complete all or parts of the application process in person to verify Your identity and/or provide original documents. SBU may place limits on which features, functionalities and/or facilities are available to You under the Service and/or place limits on Your Transactions. If and when SBU introduces new features, functionalities and/or facilities within the Service, in order to access these, You may be required to provide additional identity verification documents in person. You shall at all times keep the information You have provided to SBU as part of the Service application process or otherwise up to date and shall immediately advise SBU in writing of any changes to any such information.

8. Customer's Obligations You undertake to:

8.1 Always protect the secrecy of the Security PIN Code and Credentials. In the event You become aware or suspect that Your Security PIN Code and/or Credentials have been compromised or disclosed to another person or entity, You are obliged to immediately change the Security PIN Code and/or Credentials and notify SBU (through any Digital Channels which SBU makes available expressly for such purpose or by contacting the Flexipay Wallet Contact Centre at 0800251251. You must change Your Security PIN Code and Credentials from time to time to enhance security;

8.2 Report to SBU any unauthorized or

incorrectly executed Transaction within thirty (30) days from the debit value date.

8.3 Ensure that You comply with any Government of Uganda restrictions for downloading, using or otherwise exporting the Flexipay Wallet Application (including any encryption keys or similar content stored in the Flexipay Wallet Application) subject to the applicable laws, regulations, and SBU's policies;

8.4 Only download or access the Flexipay Wallet Application from a site or online store which is approved by SBU;

8.5 Comply with the rules appropriate for any other network that You access through Flexipay Wallet;

8.6 Not carry out or allow any intellectual property rights infringement;

8.7 Not remove, obscure, or alter SBU's or any third party's copyright, patent, trade mark, or other proprietary rights notices affixed to, contained within or accessed using Flexipay.

8.8 Use any SBU or third-party Content made available through Flexipay solely for Your personal use unless otherwise agreed by SBU. You agree not to use, copy, display, distribute, modify, broadcast, translate, reproduce, reverse engineer, reformat, incorporate into advertisements and other works, sell, trade in, promote, create derivative works, or in any way exploit or allow others to exploit any part of the Service, Flexipay Wallet Application or any Flexipay in whole or in part except as expressly authorized by SBU.

8.9 Not attempt to derive income from the use or provision of the Flexipay without being authorized by SBU;

8.10 Not use Flexipay in any manner which could damage, disable, overburden, or impair any Flexipay Wallet Service or the Flexipay Wallet network, or any third-party networks connected to any Flexipay Wallet services or interfere with any other party or Customer's use and enjoyment of any Flexipay Wallet services;

8.11 Not attempt to gain unauthorized access to the Flexipay Wallet Service or Flexipay Wallet accounts or any other third-party networks linked through Flexipay Wallet by hacking, reverse engineering or any other unauthorized means;

8.12 Comply with any instructions regarding use of the Flexipay Wallet Service as SBU may from time to time consider necessary to issue in order to maintain the integrity, quality and safety of the Service for all Customers and such instructions



shall be binding upon You and be deemed to form an integral part of the Agreement;

8.13 Not use Flexipay, the Flexipay Wallet Service or the Flexipay Wallet Application in any unlawful manner, for unlawful purposes or in any manner inconsistent with this Agreement, or act fraudulently or maliciously;

8.14 Not introduce into or through the Flexipay Wallet Application or otherwise into the Flexipay Wallet Service any computer virus, 'trojan horse', worm, logic bomb, back door, malware or similar item whose purpose or possible function is to disable a computer or network or adversely affect its performance;

8.15 Use appropriate virus scanning software and take other reasonable precautions in respect of the security of Your device when accessing or using the Flexipay Wallet Application;

8.16 Cooperate in any investigation conducted by SBU or a governmental or regulatory body in connection with the Services, and provide confirmation of Your identity or of any other information requested by SBU or a governmental or regulatory body; and

8.17 Not take any action that may cause SBU to lose any of its business partners, including Merchants and other partners.

9. SBU's Obligations

9.1 SBU will provide the Services available from time to time to the Customer in accordance with this Agreement and as and to the extent permitted under applicable laws.

9.2 Subject to clause 10, SBU shall use reasonable endeavours to ensure the correct execution of each Transaction which is requested in accordance with this Agreement and complies with the requirements of this Agreement and applicable law.

9.3 Subject to clause 10, in the event SBU completes a Transaction which results in the debiting of Your Account but which Transaction is not authorized by the use of Your PIN Code or Credentials (or which is processed using Your PIN Code or Credentials after You have notified SBU that Your PIN Code and Credentials have been compromised or stolen and SBU has frozen Your Account), SBU shall promptly refund the full amount by which Your Account was debited, except where the processing of the Transaction was the result of fraud by You or any third party acting on directions by or in collusion with You.

9.4 SBU shall use reasonable endeavours and

have in place and comply with systems, policies and practices reasonably designed to ensure that any stored value in Your Account is not accessible to third parties (except where the third-party gains access through use of Your PIN Code, Credentials, Mobile Device or SIM Card).

10. Representations and Warranties

10.1 You and/or Your Participants warrant that the database You input in the system is conclusive and correct and indemnify SBU and hold it harmless against all actions, proceedings, claims and demands which may be brought against SBU and all losses, costs, damages and expenses which SBU may incur or sustain in connection with the use of this database.

10.2 You and/or Your Participants agree to indemnify SBU and hold it harmless against all actions, proceedings, claims and demands which may be brought against the Bank and all losses, costs, damages and expenses which SBU may incur or sustain in connection with or arising out of the provision of the Service to the You and the Participants

10.3 Any breach of undertaking, warranty or representation by You will entitle SBU to suspend or terminate the Flexipay Wallet Service and this Agreement with immediate effect and claim any contractual and other damages for such breach.

11. Hardware And Software

For purposes of clarity, the Bank shall not be liable for the failure or maintenance of any hardware and/or software and for the reliability of any third-party software or communication system through which the Service may be accessed.

12. Intellectual Property and Copyright

12.1 Otherwise than as expressly stated in this Agreement, no rights in or license to any intellectual property rights (including any patents, designs, know how, trademarks or copyright) of either party are granted, transferred or implied by the Agreement.

12.2 SBU grants You a personal, limited, revocable, non-exclusive and non-transferable license to access and use the Service and the Flexipay Wallet Application only as expressly permitted in this Agreement and for the duration of this Agreement.

12.3 Any violation by You of this Agreement shall be deemed to be also a breach by You of the license granted by SBU under clause 12.2 and may result in the immediate termination of this Agreement and/or Your right to use the Service,

as well as potential liability for copyright and other intellectual property rights infringement.

12.4 You hereby irrevocably grant SBU a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub- licensable and transferable license and right to use any Content that You choose to submit via the Service (such as, without limitation, feedback and comments), and all intellectual property rights therein for any purpose or use by SBU.

12.5 For the purpose of this Agreement, "use" means use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, and in the case of third-party services, allow their users and others to do the same. You grant SBU the right to use the name or username that You submit in connection with the Flexipay Wallet Service. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution against SBU, any third-party services and SBU's and their users with respect to any Content You submit through the Service.

12.6 You will indemnify and hold SBU and its employees, officers, directors and shareholders harmless for any losses, liabilities, damages, costs (excluding any opportunity cost or cost of funding), expenses (including management time and reasonable legal fees) and charges arising out of or in relation to any claim, allegation, proceeding or action relating to the Content that You submit through the Service.

13. Charges

13.1 In consideration of SBU agreeing to provide the Services to the Customer, the Customer will incur/pay a transaction fee as stipulated in the tariff guide, as published and amended from time to time, provided that it is hereby understood by the parties that this fee is subject to review depending on prevailing market conditions.

13.2 For Merchant Collection Service, the Customer will incur/pay the transaction fee as stipulated in the Merchant Collections Service application form, provided that it is hereby understood by the parties that this fee is subject to review depending on prevailing market conditions and will only be applied once agreed upon by the parties.

13.3 Subject to clause 13.4 below, fees payable for the execution of each Transaction will be deducted from Your Account on successful completion of each Transaction. You will be advised of the fees which will

apply to a Transaction You request before the



Transaction is completed and given an opportunity to cancel it if You do not agree with such fees. However, SBU shall not reimburse You for any fees which You have accepted, except where a Transaction is reversed in the circumstances described in clauses 14.6. You may check the balance on Your Account at any time using any then-available interfaces on the Digital Channels.

13.4 For Bulk Payments, the fees for the Service may, subject to the Customer's election, be debited from the Specified Customer's Account whenever a payment

is made to the beneficiary; borne by the beneficiary; or shared evenly between the Customer and the beneficiary. Where fees are to be incurred by the Customer, SBU will recover the fees, which will be included in the statement to be provided after the payment(s).

13.5 SBU reserves the right to: (i) revise the applicable fees, (ii) introduce new fees and (iii) revise the way such fees shall be collected. SBU shall issue You 14 days' notice prior to effecting the changes under this Clause

14. Liability

14.1 To the maximum extent permitted under applicable law, SBU shall have no liability under or in connection with this Agreement for any loss of business, loss of business opportunity, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill, business interruption, wasted expenditure or for loss of any other economic advantage however it may arise, or for data loss or data corruption, or for any indirect, punitive, special, incidental or consequential loss, even if SBU has been advised of the possibility of such damages or losses.

14.2 To the maximum extent permitted under applicable law, and subject to clause 6.1 above, the total liability of SBU under or in connection with this Agreement in connection with a Transaction shall be limited to the value of that Transaction.

14.3 If You are not satisfied with the quality of the Flexipay Wallet Service or the manner in which it is provided, or object to any variation to the terms and conditions of this Agreement, to the maximum extent permitted under applicable laws Your sole and exclusive remedy is to discontinue using the Flexipay Wallet Service.

14.4 You shall be fully and solely liable for and bear all fees, losses, and damages arising from

any transaction which is authorized using your security PIN code and/or other authentication credentials for using flexipay which sbu may issue to you from time to time ("credentials"), unless you have notified sbu in writing or through any digital channels which sbu makes available expressly for such purpose that your security pin code and/or credentials have been stolen or compromised. If you disclose your security pin code and/or credentials to a third party, or if you fail to safeguard and protect your security PIN code and/or credentials using reasonable care and as a result your security pin code and/or credentials are used by any third party to authorize one or more transactions, then to the maximum extent permitted under applicable law, you will indemnify and hold sbu and its employees, officers, directors and shareholders harmless for any losses, liabilities, damages, costs (excluding any opportunity cost or cost of funding), expenses (including management time and reasonable legal fees) and charges arising out of or in relation to any such transaction until the earlier of (a) the time when you change the security pin code and/or credentials, and (b) the time when sbu receives notification from you (in writing or through any digital channels which sbu makes available expressly for such purpose) that your security pin code and/or credentials have been compromised or stolen.

14.5 You shall be fully and solely liable for the losses related to any Transaction where You are proven to have acted fraudulently, negligently or are otherwise found to be in breach of this Agreement.

14.6 In the event of fraud, loss or theft of the SIM Card or Mobile Device, You are obliged to immediately notify SBU in writing or through any Digital Channels which SBU makes available expressly for such purpose of the same in order that SBU may freeze Your Account. Charges may be applicable if Your service provider requires to replace the SIM Card and You will be responsible for the payment of such charges and for any Transaction effected up to the time You froze Your Account or requested SBU to freeze it. You will indemnify and hold SBU and its employees, officers, directors and shareholders harmless for any losses, liabilities, damages, costs (excluding any opportunity cost or cost of funding), expenses (including management time and reasonable legal fees) and charges arising out of or in relation to any Transactions requested or made with Your Mobile Device and SIM Card prior to SBU freezing Your Account pursuant to Your notification, as described above.

14.7 Whilst SBU takes the utmost care in securing all communications, please note that the confidentiality of communications via any public telecommunications network is susceptible to unlawful interception and hacking, especially through public Wi-Fi. SBU shall not be liable for any loss or damage whether direct or consequential arising out of any such unlawful interception or access.

14.8 To the maximum extent permitted under applicable law, SBU shall not be liable for any purchase, delivery, fitness for purpose and/or warranty of any Goods and Services purchased by You from any third party (including a Merchant) using the Account or otherwise through an Flexipay Wallet Service. You will be bound to the sales agreement entered between You and the relevant Merchant, Agent or vendor. For any issues with the Goods and Services obtained from the Merchant, You should contact and register Your complaints with the Merchant and/or the payment services provider who supports the Payment Method (e.g. credit card provider) that You have used.

14.9 If You request any Transaction to redeem stored value in Your Account for an UGX equivalent amount in cash at a designated Flexipay Wallet partner location, You acknowledge and agree that it is solely Your responsibility to verify the correct amount and authenticity of the bank notes You receive at the time the Transaction is executed, and that SBU shall have no liability to You in that respect to the maximum extent permitted under applicable law.

14.10 Any misuse of the Service by You in breach of the Agreement shall be at Your sole risk and cost. You will indemnify and hold SBU and its employees, officers, directors and shareholders harmless for any losses, liabilities, damages, costs, expenses (including management time and reasonable legal fees) and charges arising out of or in relation to any third party claim to the extent such claim relates to any breach of the Agreement. This is without prejudice to other rights and remedies SBU may have under the Agreement or otherwise, including its right to initiate such criminal or civil proceedings it may deem appropriate against You.

14.11 To the maximum extent permitted under applicable law, SBU disclaims all liability whatsoever, for any loss of data howsoever caused including non-delivery, misuse or miss-delivery or for any interruption, suspension or termination of Service.

14.12 SBU is not responsible for material or



information contained in any third-party Content that is accessible or provided through or in connection with the Service. The Customer is solely responsible for all Content that he/she transmits by any means, and for determining the suitability of all accessed Content.

14.13 At its sole discretion SBU reserves the right to screen Transactions and to reject any Transaction,

14.13.1 which SBU determines in its sole discretion would violate applicable law or the risk policies of SBU and/or its partner financial institutions, or

14.13.2 if SBU suspects You are in breach of the Agreement, or that fraudulent or illegal activity is taking place. SBU shall bear no responsibility for a Transaction which SBU rejects in accordance with this clause 6.13. SBU will provide You with electronic notification of any Transaction which is rejected, and where possible, the reasons for such rejection.

14.14 To the maximum extent permitted under applicable law, SBU will not be liable to You for any losses You suffer or costs You incur because:

14.14.1 You are unable to access or use the Flexipay, and SBU makes no commitment on the availability of the Service and shall not be liable for any planned or unplanned outages;

14.14.2 any device (including Your Mobile Device), hardware or software You use in connection with the Flexipay is damaged, corrupted, hacked or fails to work;

14.14.3 Flexipay does not work as You expect, does not meet Your requirements or contains errors or defects or SBU fails to correct these in any specified time;

14.14.4 There is a reduced level or failure of third-party service providers to provide any services including but not limited to software providers, mobile operators, merchants, payment schemes etc.

14.14.5 To the maximum extent permitted under applicable law, SBU shall not be liable for any Transactions which it rejects because of insufficient funds in Your Account or, if You have elected to use another Payment Method to fund the Transaction, lack of authorization for sufficient funds for any reason.

14.15 Nothing in this clause 6 or elsewhere in this Agreement shall operate to limit or exclude liability of either party which cannot be limited or excluded under applicable law (including any

Regulatory Framework for Stored Values and Electronic Payment Systems as may be provided by the Central Bank or any Regulatory Authority, as amended from time to time, the "National payment system Act and relevant corresponding regulations").

14.16 The provisions of this clause shall survive the termination of the Agreement.

15. Data Collection and Protection Policy

15.1 SBU is concerned about the privacy of Your personal information and data and is committed to protecting Your personal information in accordance with our privacy and security statement available at the Bank's website (<https://www.stanbicbank.co.ug/uganda/personal/about-us/legal/privacy-and-security-statement>) and the laws of the Republic of Uganda. The Flexipay Wallet Privacy Policy, forms part of this Agreement, and You confirm You have read, understood and accepted the terms of the same.

15.2 Your right to privacy and security is very important to us. We, SBU ("the Bank"), treat personal information as private and confidential.

15.3 You agree that Your personal information provided to SBU may be used and retained by SBU, and that, to the fullest extent permitted under applicable law, SBU may use, process, disclose and transfer Your personal information for the purposes of providing the Flexipay Wallet Service and/or other services including marketing and research purposes (whether in Uganda or abroad) to SBU agents, contractors, any telecommunications operators, any third party service providers, any third party collection agencies, any credit reference agencies, any security agencies, any credit providers, banks, financial institutions, SBU professional advisers, our Affiliates, any other persons under a duty of confidentiality to SBU, and any of SBU actual or

15.4 Whenever we commission other organizations to provide support services to us, we will bind them to our privacy policies as far as they may be required to have access to our Customers' personal information to perform such services.

15.5 You agree and acknowledge that SBU:

15.5.1 shall retain and store user identification data and transaction records within the meaning of the Data privacy and Protection Act, and

15.5.2 may disclose such data and records to the Central Bank and other governmental and regulatory bodies or pursuant to a court order.

15.6 You accept that SBU may disclose or receive personal information or documents about You or other related know Your customer (KYC) information provided by You to SBU:

ii. to and from local and international law enforcement or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of criminal activities or fraud;

iii. to facilitate SBU's ability to fulfil legal, governmental or regulatory requirements; and
iv. to SBU's legal representatives or auditors or to the applicable court in connection with any legal or audit proceedings (notwithstanding that any such proceedings may be of a public nature).

15.7 You consent and hereby authorize that Your communications and preferences connected to Your use of the Service may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorized use of our telecommunications system and detection and prevention of crime.

15.8 Provided that You have agreed to this, we may use Your personal or other information to send You information on new services or products that may be of interest to You and from time to time, will mail, email or SMS information to You about us, our products and services, or that of our partners. If You do not wish to continue receiving this information, You may contact us and we will remove You from our mailing list.

15.9 By using the Flexipay, You consent to SBU accessing information about Your Mobile Device for the purpose of registration and authentication when using the Flexipay Wallet Application. You consent to the Flexipay and Flexipay Wallet Application using cookies which are needed for them to work effectively.

15.10 Certain elements of the Service may make use of location data sent from Your Mobile Device. You can turn off this functionality at any time by turning off the location services settings on Your Mobile Device. If You use these elements of the Service, You consent to SBU and its partners' and licensees' transmission, collection, maintenance, processing and use of Your location data and queries to provide and improve location-based and road traffic-based products and services. You may withdraw this



consent at any time by turning off the location services settings on Your Mobile Device.

15.11 Access to Google Maps / Google Earth APIs or any other third-party software through the Flexipay Wallet Application (iOS and Android versions), if applicable, is subject to You accepting separate terms and conditions or entering an end user license agreement with such third parties, at Your sole discretion, and SBU bears no responsibility with respect to such third-party services, or with respect to providing to You any elements of the Service which rely on or require the use of third-party services which are not made available for use by You (whether as a result of You declining the applicable third-party license agreement or otherwise).

16. Sanctions

16.1 For the purposes of these Terms and Conditions

16.1.1 "Competent Authority" shall mean any one of the following:

i. Her Majesty's Treasury of the United Kingdom ("HMT");

ii. The Office of Foreign Assets Control of the Department of Treasury of the United States of America ("OFAC");

iii. The United Nations Security Council ("UNSC");

iv. The European Union's Common Foreign and Security Policy ("EU");

v. French Ministry of Economy, Finance and Industry ("MINEFI");

vi. and any other competent authority recognised by the Bank from time to time

16.1.2 "Sanctions" shall mean sanctions imposed from time to time by any of the Competent Authorities;

16.1.3 "Sanctioned" shall mean listed on all or any one of the Sanction Lists and/or subject to any Sanctions;

16.1.4 "Sanctioned List" shall mean:

1) the UNSC Sanctions Lists established pursuant to UNSC Resolutions;

2) the OFAC Specially Designated Nationals list and any other targeted Sanctions Lists administered by OFAC;

3) the HMT Consolidated List of Financial Sanctions Targets in the United Kingdom;

4) the Consolidated List of Persons, Groups and Entities Subject to European Union Financial Sanctions; and

5) the Consolidated List of Persons, Groups and Entities Subject to the French Ministry of Economy, Finance and Industry Sanctions.

16.2 You undertake to SBU that you are not currently or in the foreseeable future the subject of any sanctions investigations.

16.3 You hereby indemnify and hold SBU harmless against any loss or damage of whatsoever nature and howsoever arising which the Bank may suffer or sustain arising from or relating to any use of the Services should the beneficiary(ies) of such use, its/their parent company or its/their substantial shareholder:

16.3.1 become the subject of Sanctions established by a recognised Competent Authority. Competent Authority shall have the meaning assigned to it in paragraph 22.1 above; and/or

16.3.2 act to directly or indirectly benefit any party against whom Sanctions have been established by a Competent Authority.

16.4 You also hereby indemnify and hold the Bank harmless against any loss or damage of whatsoever nature howsoever arising from all actions, proceedings, claim(s) and/or demand(s) that may be brought against the Bank and all losses, damages, costs and expenses which the Bank may incur or sustain, in connection with or arising out of:

16.4.1 the seizure, blocking or withholding of any funds by any Sanctioning Body; and/or

16.4.2 conduct or activity on our part that directly or indirectly benefits any party against whom Sanctions have been established by any Sanctioning Body from time to time.

17. Anti-Money Laundering and Prevention of Terrorist Financing

17.1 We must comply, amongst other things, with certain provisions of the Anti-Money Laundering Act, 2013, as amended. These provisions include, but are not limited to, the know-your-client (KYC), suspicious transaction reporting (STR), cash threshold reporting (CTR) and reporting of property associated with terrorist and related parties (TPR) requirements. FICA makes it mandatory to report STRs, CTRs and TPRs to the Financial

Intelligence Centre (FIC) for possible further action. We monitor all Society for Worldwide Interbank Financial Telecommunication (SWIFT) payment messages as well as other message types (both inward and outward) which are routed through Our Safe Watch software, checking against numerous external and internal Sanctioning Bodies and watch lists.

17.2 In carrying out Our duties, We may screen, monitor or process in the rendering of any Service to You including the processing of payments to and from Your Wallet. We may also request You to provide us with information about payments to or from Your Wallet and to complete or update Your personal information and documents which information You agree to provide. We may also be required to end Our relationship with You without warning. We are not responsible for any losses or damages that You suffer because of these checks, any delays or prohibitions or the right to end the relationship. This includes any loss of profits or savings that You otherwise have expected to make.

17.3 We reserve the right to reject payment Instructions (and return funds less the standard processing fees) that do not contain complete remitter information and/or fail Sanction Body screening. We shall not be liable for any losses occasioned as a result of such payment rejections and/or funds returns made by us.

17.4 You agree that We shall not be held liable for the non-receipt of the funds by the recipient, the recipient's bank and/or agent where sovereign rules and regulations affect the transmission of the funds.

18. Anti-Bribery and Corruption

18.1 If, at any time during the use of the services, SBU has a reasonable suspicion that you have, in respect of this Agreement (or any other agreement), directly or indirectly given or agreed to give or offered to give any gratification to another person whether for the benefit of that Person or any other person in order to improperly influence any Person to:

18.1.1 award a tender for provision of Services to any public or private person, including SBU;

18.1.2 in the absence of a tender process, promote the procurement of a contract with any public or private person, including SBU;

18.1.3 withdraw a tender awarded to another public or private Person, including SBU;



18.1.4 fix the price, consideration or other monies stipulated or otherwise provided for in any such contract referred to in clause 18.1.2 above;

18.1.5 or secure any improper advantage;

then we shall be entitled, by written notice to you, to forthwith terminate this Agreement and/or any Service Request, either in whole or part.

18.2 Upon such termination we shall be entitled, in addition to all other remedies available to it, to recover from you damages we have suffered by virtue of such conduct by the other Party.

18.3 If, at the time of such termination, we are indebted to you for any amounts whatsoever, we shall be entitled to withhold payment in respect thereof for a period of one hundred and twenty (120) days from the date of termination in order to investigate your conduct and if any damages are suffered by us due to such conduct.

18.4 No payment by us to you after the lapse of the period referred to in clause 18.3 shall preclude us, thereafter, from recovering from you any such damages as we may have suffered.

19. Assignment

The Service is provided exclusively for the registered Customer; accordingly, the Customer may not assign or transfer this Agreement to any third party. SBU may assign, novate and/or unilaterally transfer the Agreement to an Affiliate or to any successor company (whether by merger, consolidation or otherwise) without the prior written consent of the Customer, upon written notification.

20. Termination and Discontinuation

20.1 SBU may, at any time:

20.1.1 block, restrict and/or suspend Your use of Your Account, the Service and/or the Flexipay Wallet Application without notice;

20.1.2 and/or terminate this Agreement immediately effective on notice provided through the Digital Channels, in each case for any reason or no reason, including if You violate

this Agreement or SBU suspects fraudulent activity. You agree SBU will not be liable to You or any third party for doing so.

20.2 You may terminate the Agreement in respect of the Flexipay Wallet Service at any time for convenience by immediately discontinuing Your use of the Flexipay Wallet Service and uninstalling the Flexipay Wallet Application, (including in circumstances where SBU has modified or updated the Agreement in a manner that You do not agree with) by giving thirty (30) days prior notice to SBU in writing or through any interfaces on the Digital Channels which SBU makes available expressly for this purpose. 20.3 If You or SBU terminate the Service, You will be required to first redeem any remaining stored value in Your Account by:

20.3.1 Cashing-out at any SBU agent, or ATM.

20.3.2 Funding-out to a bank account.

20.4 If You lose access to Your mobile phone account and/if the mobile number is assigned to another user SBU will cease Your account and move it to a suspended status. You will have the right at any time to reclaim Your account and all the stored value that was in Your wallet by physically presenting Yourself to a Bank Branch with Your valid original ID and a valid mobile number to reclaim Your account. In this case You may:

20.4.1 register a new account retrieve Your old account and continue to enjoy Flexipay Wallet services or;

20.4.2 register a new account retrieve Your old account, redeem the remaining stored value and terminate services.

21. Waiver

21.1 You acknowledge that in entering into this Agreement You have not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made earlier by or on behalf of SBU. You hereby waive all rights and remedies which, but for this clause 15.1, might

otherwise be available to You in respect of any such representation, warranty, collateral contract or other assurance.

21.2 You agree that no failure or delay by SBU to enforce, or exercise, or any partial, single or defective exercise or enforcement or, any right, remedy, power or privilege given to SBU pursuant to this Agreement shall constitute a waiver or partial waiver of any such right, remedy, power or privilege or operate to prevent the exercise or enforcement of any further right, remedy, power or privilege at any subsequent time.

22. Governing Laws & Dispute Resolution

22.1 This Agreement is construed and governed by the laws of the Republic of Uganda.

22.2 In the event of any dispute, the parties agree to submit to the exclusive jurisdiction of the Ugandan courts

23. Declaration:

23.1 We hereby apply for the opening of a Flexipay Account with Stanbic Bank Uganda Limited ("SBU"). I have read and understood all the information stated herein and that the information supplied is a basis for opening a wallet account.

23.2 We hereby declare that the stated information is true and correct and that We have not withheld any other information which may affect the decision of the Bank.

23.3 We consent to You carrying out identity and fraud prevention checks and sharing information relating to this application with the Financial Intelligence Authority or any other regulatory body.

23.4 We agree that We will not expose, divulge or compromise the access Credentials.

23.5 We agree to abide by these terms and conditions which govern the operations of the Account with SBU.

23.6 We further undertake to indemnify SBU for any loss suffered as a result of any false information or error in the information provided to SBU.