



Terms & Conditions

Please read these Terms & Conditions carefully

1. DEFINITIONS

In these Terms and Conditions agreement, the words and phrases contained below shall construe the following meaning, unless the context indicates otherwise:

"Account Holder" "you" "your" "Client": The person in whose name the Account is held.

"Account": The Bank and/or Wallet Account opened with us in your name and for which you access the platform.

"Access Code(s)": A secret code (of letters or numbers) or a memorable phrase or Personal Identification Numbers (PIN) and user passwords used to access the platform.

"Customer Contact Centre (CCC)": The call centre dedicated to attending to I&M Bank customers.

"Device": the equipment you use to access the platform including mobile phone, smartphone, computer, tablet or other similar technology.

"Platform" "App": means I&M fastpay Mobile Banking Application and all subsequent updates thereto.

"Personal Information": Includes information about your nationality, age, marital status, birth date, education, identification number, contact details, financial history.

"Profile": Your personal and financial information which is accessible using your username and Access Code, and includes all your banking information and security information such as security questions and memorable phrases.

"I&M Bank", "the Bank" "we", "us", "our": means I&M Bank (Uganda) Limited, registration number A1.034, its successors and assigns.

"Service(s)": The services provided by us relating to your Account, which allows you to transact using the Bank's platform.

"Transaction", "Transact": Any debit or credit on your Account. It includes any payment for goods or services; cash in or cash out or transfer of money or value.

2. ACCEPTANCE AND INTENTION TO BE BOUND

2.1 The Terms and Conditions outlined herein constitute a legally binding agreement between you as the Customer (or as the terms of this Agreement shall stipulate maybe referred to as "Client", "Account Holder" or "you") and I&M Bank (Uganda) Limited (or as the terms of this Agreement shall stipulate maybe referred to as "the Bank", "we", "our" or "us") upon registering, downloading and/or using/accessing the Platform. For purpose of this agreement "platform", "app" shall mean the I&M fastpay Mobile Banking App inclusive of all products sold through the App.

2.2 Note that the terms and conditions of Your Bank issued debit card and/or pre-paid card or facility terms shall apply mutatis mutandis to all the transactions done on your existing accounts linked to the card upon accessing this Platform. In the event of conflict between the provisions of this agreement and terms of other existing Bank services, the provisions of this agreement shall prevail.

2.3 It is hereby agreed that You willingly accept these terms and intend to be bound by them as may be enforceable by the governing Laws.

3. REGISTRATION, ACCESS AND ACCOUNT MANAGEMENT

3.1 Registration & Access

- i). You are duly bound to acquaint yourself with the detailed process for using the Platform and the Bank is not responsible for any errors or omissions by yourself
- ii). You have duly registered with the Bank by completion of its online application form
- iii). You have submitted all required documents as the Bank may from time to time request.
- iv). For an existing Customer may at the Bank's discretion be allowed to furnish their account details for verification without the online application form.
- v). The Bank has conclusively reviewed the documents submitted by Yourself subject to its prevailing Policies, Guidelines and Procedures.
- vi). Please note that the Bank reserves the right in its sole discretion to permit access to the Platform and its use.
- vii). The process of registration form and activating the service shall require a minimum of 2 (Two) days from the date of submission of the duly completed registration form. Upon your successful registration, you will be issued with an Access Code for the Platform.

3.2 Account Management

You hereby agree that;

- i). Your Account will be linked to your advised mobile number. You are solely responsible for intimating in writing to the Bank any change of your mobilephone number and the Bank will not be liable for sending alerts or other information to your provided phone number which you changed but you have not notified the Bank.
- ii). You may link several accounts held with the Bank once you enroll onto the platform which will be linked to the same authorized to access code. The linked accounts will appear together without regard to the ownership of the accounts.
- iii). Transactions on the platform are subject to you holding of the appropriate credit balance in your Account. The foregoing withstanding, you will be subjected to daily limits on your Account as you transact on the platform. You can increase or reduce these limits by contacting one our branches nearest to yourself or through one of our communication channels you prefer subject to fulfilment of all Bank's requirements.
- iv). You will authorise all your Transaction(s) using with your issued Access Code, or by any other method modified as the Bank may decide from time to time, and which changes will be advised to you in advance.
- v). The Bank will act and/or honor all instructions processed on the platform using your access code whether or not they are done by yourself or any other person as long as they bear your access code. You assume all liability for transactions/instructions done using your Access Code.
- vi). That the Bank may check and confirm any record of a deposit into your Account. Our records will be taken as correct unless the contrary is proved.
- vii). Access to funds deposited will only be subject to the Bank's clearance despite of deposit reflecting on your Account.
- viii). We may correct any mistakes that we may make on your Account at our discretion.
- ix). The Bank may, at its sole discretion from time to time change the features of the Platform. You will be solely responsible for keeping yourself updated with the available changes which may be notified by the Bank through its website or any other legally recognised medium of communication.
- x). The Bank reserves the right in its sole discretion to change, limit or discontinue any aspect, content or feature on this Platform as well as any aspect relating to the Platform.
- xi). The Bank reserves the right to introduce additional services with or without giving any notice to yourself.
- xii). You shall maintain sufficient funds on your account as the Bank will not honor any debit transactions with insufficient funds held.
- xiii). Instructions shall be processed and honoured in accordance to your account type and performance.
- xiv). All transactions shall be done in accordance with the Bank's procedures and advised timelines

4. SUSPENSION, TERMINATION AND EFFECTS THERETO;

- 4.1 The Bank may at its discretion, withdraw, terminate temporarily or terminate your account or from the Platform either in whole or in part upon serving you with 14 days' notice.
- 4.2 The Bank may without prior notice to yourself, suspend the Platform temporarily at any time during which any maintenance work or repair is required to be carried out or in case of an emergency or for any security reasons which thus require the temporary suspension.
- 4.3 The Bank has the sole discretion to immediately close your account and access to the Platform in any of the following circumstances;
- a) Using the Platform/Account for criminal activity,
 - b) In compliance with a Court or order Regulatory Authority orders
 - c) Abuse, harassment, threatening, intimidating, impersonation or violence towards any of Bank's staff or any person.
 - d) Using the Platform to transmit any defamatory, libellous, obscene, abusive or offensive information or any data that infringes any copyright or right of any person
- 4.4 If your account has been terminated/suspended in accordance with clause 2.1 above, You ensure that all debit orders linked to your Account are removed within 7 (Seven) days of notice to close your Account. At the expiry of the aforementioned days, the Bank will not honor any of these debit orders and it will not accept any liability resulting from the declined debit orders.
- 4.5 The Bank will not be liable to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any of its authorised third party after termination of this agreement.
- 4.6 Notwithstanding the terms laid down in clause 4.1. & 4.2 above, either the Customer or the Bank may for any reason whatsoever terminate this agreement at any time upon prior written notice.

5. DISCLAIMER AND EXCLUSION OF LIABILITY

- 5.1 The Bank or its employees or any of its authorised personnel will not be liable for;
- a) any unauthorised use of your PIN/Access Code or
 - b) mobile phone number/instrument or unauthorised access to emails received at your notified email address for any fraudulent, duplicate or erroneous instructions given by yourself or by use of these means; or
 - c) if acting in good faith on any instructions received by the Bank , or
 - d) error, wrong, fault, delay or inability of the Bank to act on all or any of your instructions; or
 - e) loss of any information/instructions; or
 - f) unauthorised access by any person to any information/instructions given by yourself, or
 - g) for honouring any cancelled instructions. For avoidance of doubt, any instructions sent by yourself will be honoured by the Bank instantly
- 5.2 The Bank will not be held liable for any disruption of failure through the connection with the failure of mobile telecommunication services shall be transferred and addressed by the respective telephone communication network service provider.
- 5.3 The Bank will not be liable for any information displayed on the Platform or services rendered by third parties.
- 5.4 Information transmitted via unsecured communication media is susceptible to potential unlawful access, distortion, or monitoring. You must comply with the security tips which are published on the media you use. You accept that we cannot be held liable for any loss, harm or damage suffered by you as a result therefore.
- 5.5 The app, the Services, the information on the app and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.
- 5.6 To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to the app and its contents, including in relation to any inaccuracies or omissions in the app, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

5.7 We do not warrant that the app will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the app will not be affected by any force majeure events

6. FEES AND OTHER CHARGES

- 6.1 You will be charged fees as per the Bank's prevailing pricing structure and tariff guide available on the Bank's website and all its branches.
- 6.2 The Bank may at any time, at its sole discretion charge a fee for use of any or entire Platform with notice to yourself through any medium available and update of price/tariff guide.
- 6.3 If you fail to pay our fees or if you have insufficient funds in the account which you have selected for this purpose, the Bank has the right to discontinue the service without any further notice, we reserve the right to refuse you access to the platform and to debit all outstanding fees to any other account you have with the Bank.
- 6.4 You will be liable for payment of airtime, prepaid products or any other charges and which may be levied by the respective mobile service provider or vendor of such products as per the terms and conditions of the mobile service provider and/or vendor and the Bank is in no way concerned with these fees.
- 6.5 The Bank reserves the right at any time and without notice to yourself to combine or consolidate all or any of the accounts and liabilities owing by yourself with the bank or set-off or transfer any sum or sums towards the satisfaction of any of your liabilities to the Bank on any other account or accounts or in any other respect whether such liabilities be actual or contingent, primary or collateral, several or joint, or such accounts be held by yourself whether singly or jointly with any other persons and notwithstanding that the available balances on such accounts and the outstanding due on any other accounts may not be expressed in the same currency and the Bank shall have the right to effect any necessary conversions at its own rate of exchange then prevailing.

7. SECURITY AND UNAUTHORISED USE

- 7.1 You assume the full responsibility for the security, safekeeping and proper use of your Device and your Access Code(s) and for all Transactions that take place on your Account using your Access Code(s).
- 7.2 You are responsible for keeping your password, Access Code(s) and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:
- i) Do not give out your account information, Password, or User ID;
 - ii) Do not leave your device unattended while you are logged in the Bank's platform;
 - iii) Never leave your account information within range of others; and
 - iv) Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- 7.3 The Bank will not be responsible if your Account is accessed or compromised because you fail to keep your Access Code(s) secure. You hereby undertake to indemnify us against any claims made for such Transactions. If you dispute that any purchase or withdrawal debited to your Account was authorised by you. We are entitled to assume that your instructions processed through the app are genuine when your Access Code(s) has been used.
- 7.4 You must ensure to keep your SIM card and mobile phone in secure/safe custody at all times. You will be solely responsible for the consequences in case you fail to adhere to this condition and/or in case of any authorised use of your mobile phone or SIM card.
- 7.5 At your own risk, you may send the Bank pre-recorded voice telephonic instructions on which the Bank will ably honor. The Bank will not be liable for acting on instructions sent through this medium originating from availed phone number and quoting your Access Code.
- 7.6 You have the sole responsibility to report any compromise of your Access Code(s) to us without delay through our CCC or your branch. Identity verification will be followed to prevent someone else from impersonating you.
- 7.7 The Bank will proceed to disable your Access Code(s), on receipt of this notification therefore all transactions/ instructions not yet executed will effective immediately be suspended. This notwithstanding, the Bank may exercise its rights under clause 4 of this Agreement.

8. INTELLECTUAL PROPERTY

- 8.1 You will indemnify and keep the Bank completely free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of terms of this agreement by yourself and/or any third party that you may share with your access code or mobile phone.
- 8.2 In no event shall we be liable to you for failure to provide access to the platform or any services thereon. Unless otherwise required by applicable law, we are only responsible for performing the services as described in these terms and conditions. We will only be liable for the amount of material loss incurred by you and resulting directly from our undisputed gross negligence.
- 8.3 In no event shall the Bank or its authorised representatives be liable for special, exemplary, incidental, consequential, punitive or tort damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this agreement, that are beyond the Bank's control.

9. MICRO-SAVINGS

- 9.1 If You opt to save your money using the platform's Micro-Saving feature, the bank will from time to time offer interest rates that will be dependent on the amount and tenure You choose to save. These rates will be available to you as per the Bank's tariff guide.
- 9.2 Should You wish to pre-liquidate your deposit, You agree and acknowledge that the Bank may at its discretion, waive any interest accumulated as a result of pre/early liquidation.

10. SERVICE AVAILABILITY

- 10.1 The Bank endeavour to have the Service continuously available to you. The availability of the Service is however dependant on factors beyond our control, such as your mobile and internet network's availability and performance, your device's performance and compatibility with the service and sufficient air time being available to you. If services are not available due to a factor beyond our control, we will not be held liable for the unavailability of the services.
- 10.2 We are not responsible for any loss or damage arising from any failure, malfunction, or delay of third party systems including; the Device, the Internet or terminals or any of their supporting or shared networks, resulting in circumstances beyond our reasonable control.

11. AUTHORISATIONS

- 11.1 You authorise the Bank to conduct any fraud prevention checks including but not limited to suspension of your account as indicated in this Agreement, and/or sharing whatever information about your application and account performance with any Regulatory authority, Institution or security bodies.
- 11.2 You will be required to provide the Bank with information about any payments to or from your Account and also provide up to-date identification information about yourself.

12. INFORMATION ON THE PLATFORM

- 12.1 Any information or other content on the platform only invites you to do business with us. It is not an offer to buy, sell or deal in an investment, or to enter into an agreement, unless its clearly stated to you as that.
- 12.2 Information on the platform is to give you general information about the Bank, and its products, services and goals. The information displayed on the Platform is on an "as is" basis and you must not rely on it or treat it as professional or investment advice. You should always ask for advice from your own professional advisers.
- 12.3 You must ensure and take sole responsibility to regularly conduct software updates to the Platform to make sure that the information you see is the latest that is available on our platform.
- 12.4 The Bank may display other information on this Platform however, you are strongly advised that this is not Bank information therefore we do not confirm or guarantee that it is correct or suitable for anything.
- 12.5 All this information is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.

13. INTELLECTUAL PROPERTY

13.1 You agree that the logos, trademarks, graphics, interface, editorial content, scripts and software used to implement this service contains proprietary information and material that is owned by I&M Bank (Uganda) Limited and/or its licensors and its protected by the applicable intellectual property and other laws including but not limited to copyright. You therefore agree that you will not use such proprietary information or materials in anyway whatsoever except for use of the Platform in accordance to the terms of this Agreement. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Platform or any other Bank related information.

14. DATA PROTECTION & PRIVACY

14.1 Access to the app and use of the Services offered thereon by the Bank is subject to this Privacy Policy. By accessing the platform and by continuing to use the Services offered, you are deemed to have accepted this Privacy Policy, and in particular, you are deemed to have consented to our use and disclosure of your personal information in the manner prescribed in this Privacy Policy and for the purposes set out in Clauses herein. We reserve the right to amend this Privacy Policy from time to time. If you disagree with any part of this Privacy Policy, you must immediately discontinue your access to the app and your use of the Services.

14.2 As part of the normal operation of our Services, we collect, use and, in some cases, disclose information about you to third parties. Accordingly, we have developed this Privacy Policy in order for you to understand how we collect, use, communicate and disclose and make use of your personal information when you use the Services on the app:

- i). Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- ii). We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- iii). We will only retain personal information as long as necessary for the fulfilment of those purposes.
- iv). We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- v). Personal information should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- vi). We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- vii). We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

15. AMENDMENTS

15.1 We may periodically make changes to the contents of the app, including to the descriptions and prices of goods and services advertised, at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the platform.

15.2 We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on the platform and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

16. DECLARATION

16.1 You represent and warrant that all the information you have availed/submitted to the Bank (including any documents) in connection with this application is correct, complete and not misleading. If this not the case, you will be personally held liable for the misrepresentations.

- 16.2 You authorise us to verify any or all of the information you have given us or your credit worthiness from anyone as we may consider appropriate (such as an authority or credit reference bureau)
- 16.3 You acknowledge that we may decline your application without giving you a reason for doing so. If this happens, note that no contractual relationship arises between us and yourself
- 16.4 You confirm and agree that we may give any information in connection with this application (including your personal information) to any service provider for the purpose of providing any service to you in connection with this application
- 16.5 You consent to us that the address, email address and telephone number you have provided us to give you information and also contact as and when needed
- 16.6 You will immediately notify the Bank in case of any bankruptcy or administration proceedings are instituted against you.

17. DISPUTE RESOLUTION

In the event of a dispute, either party may call for escalation by written notice to the other and with due regard to the Arbitration and Conciliation Act Cap. 4 Laws of Uganda, endeavour to settle any disputes arising out of or incidental to the enforcement of the objects of this agreement, or relating to its interpretation or implementation in an amicable manner within fifteen (15) days of communication of the dispute by either Party. If the dispute still remains unresolved thereafter the Parties may attempt to resolve such dispute by mediation under the auspices of the Center for Arbitration and Dispute Resolution, Kampala with the parties sharing equally the costs of mediation. Except to the extent necessary to prevent irreparable harm or preserve rights or remedies, neither party shall initiate arbitration or litigation until 30 days after the first mediation conference unless the other party has materially breached its obligations set forth herein. Any claim arising out of or related to this Agreement including without limitation claims related to parties' negotiations and inducements shall be submitted to mandatory, binding arbitration with parties' equally sharing the costs of arbitration. The arbitration shall be conducted in English by an arbitrator agreed upon by both parties. This section does not limit either party's right to provisional or ancillary remedies from a court of competent jurisdiction after arbitration.

18. GOVERNING LAW

This agreement will be governed by the Laws of Uganda and you consent to exclusive jurisdiction of the Courts of Uganda in case of any dispute arising herein.