

PREPAID CARD TERMS AND CONDITIONS

1. Definition

In these Conditions:

- 1.1 The Bank means I&M Bank (Uganda) Limited and its successors in title and assignees, as may be appropriate.
- 1.2 Card means your personalized Prepaid Card issued by the Bank.
- 1.3 Cardholder means the principal Cardholder for whose use a Card is issued by the Bank at his request.
- 1.4 Card Account means the account maintained by the Bank for you in connection with Card Transactions.
- 1.5 Card Centre means a separate unit of the Bank that is responsible for the management, control and processing of facilities and transactions conducted by the use of the Card.
- 1.6 Card Transaction means any payment made or cash advance obtained by the use of the Card, or in any manner authorized by you for debit to your Card Account.
- 1.7 Conditions means these or any other conditions made by the Bank from time to time.
- 1.8 Consent means by activating or using this Prepaid card, the cardholder explicitly consents to collecting, processing, and storing their personal data for the purposes as indicated in this agreement.
- 1.8 PIN means Personal Identification Number set by client when issued a card for cash withdrawal at the ATMs and point of sale (POS) transactions.
- 1.9 The masculine gender includes feminine and vice versa.
- 1.10 Authorized User means any person you nominate to use your Account and to whom, upon your request, the Bank has issued a Card in his name.
- 1.11 ATM means an Automated Teller Machine
- 1.12 Account means the account linked to your Card, which is preloaded with funds in a designated currency supported by the Bank.
- 1.13 Activation means the activation of the Card after you have provided the minimum amount required to be loaded on the Card to enable you to use the Card.
- 1.14 Participating Company means the business or organisation that is offering the prepaid card program in partnership with the bank.

2. Terms and conditions

- 2.1 Issuance
 - 2.1.1 Issuance of a card is subject to the Bank's approval; it is acknowledged that the Bank solely reserves the right to issue you a card subject to submission of all required information.
 - 2.1.2 The card shall be issued only to applicants of contracting age as in accordance with the prevailing laws, for which the Bank reserves the right to validate your age.
 - 2.1.3 The card shall enable you access various services subject to limits as set by the Bank, the limits of the country where you desire to use the Card, the ATM and Merchant's limits, where applicable.
 - 2.1.4 The Card can be used at any Bank ATM, or Interswitch branded ATMs, or Merchant where MasterCard and Visa are accepted, worldwide. The Card may not be accepted at certain retail facilities; therefore, the Bank cannot guarantee that every Merchant shall accept your Card for Transactions when you wish to pay for the goods or services with your Card.
 - 2.1.5 The Prepaid Card is a proprietary form of a debit card provided in connection with the terms and conditions set forth by the Participating Company. It is not connected in any way to any account other than your Prepaid Card account. The Bank will register the Cards in the Cardholder's name; therefore, the Cardholder agrees that the name provided in the Prepaid Card Application conforms to the name on their identification document. Any changes to your personal information shall be notified to the Bank in writing accompanied by sufficient evidence.
- 2.2 The Card is, and remains, the property of the Bank always and it must be returned to the Bank on request and may be reprocessed at any time without notice by the Bank or by any person acting on the Bank's behalf.
- 2.3 Until and unless this Agreement is terminated, the Bank shall renew the Card from time to time at the prevailing cost.

3. Use of the Card

- 3.1 By applying for this Card, you acknowledge that you have read, understand and agree to be bound by the following terms and conditions.
- 3.2 Upon receipt of the Card, you shall write your name and sign with a black or blue ink in the register to confirm receipt of the card
- 3.3 You are responsible for monitoring your balance and maintaining a positive balance on the Account. If the Account balance drops below zero ("negative balance"), following any Transaction Authorized by you, you agree to repay the resulting debit balance to us within thirty (30) days of request. If the Account does go into negative balance, this does not mean that it will be allowed to go into negative balance on subsequent occasions. We reserve the right to cancel or suspend the Card, should the Account go into negative balance.
- 3.4 The card is not a credit card, and use is limited to the amount pre-loaded on the Account and any other limits referred to in these Terms.
- 3.5 You undertake to always keep the Card secure.
- 3.6 Do not use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is given to you whether by the Bank or any of its authorized representatives.
- 3.7 Do not discard the Card carelessly or store it along with carbon copy materials, as that information could perpetrate fraud.
- 3.8 When making a purchase, ensure that the merchant destroys any spoilt vouchers or receipts in your presence. You are strongly advised to keep receipts of all the transactions on your Account, whether they were successful or not.
- 3.9 Upon expiry, there is no need to return the Card to the bank, destroy the Card by cutting it into pieces.
- 3.10 The Card is personal to yourself, therefore, not transferable and is valid for use only by the person whose name is written on it during the validity period thereon.
- 3.11 A Card should not, under any circumstances, be used for any unlawful purpose including the purchase of goods and/or services prohibited under the Ugandan law and any other prevailing laws applicable to use of the Card.

- 3.12 The use of the Card is subject to the Bank's absolute discretion to withdraw the right to use the Card or to refuse any request for Authorization of any Card Transaction at any time and without prior notice.
- 3.13. To activate your prepaid card, you must maintain a minimum prefunded balance of UGX 20,000 (Twenty Thousand Uganda Shillings) otherwise the card will not be activated.

4. Your Prepaid Card Account

- 4.1 The Bank shall be entitled to debit your Card Account at any time of the month with the amount of all Card Transactions arising from the use of the Card
- 4.2 You can access your Account at www.imbankgroup.com/ug under the online banking dropdown or our Mobile banking application; On the Go which is available on Google Play and App Store in order to:
 - a. Change some of your personal details
 - b. Check your balance
 - c. check your transaction history and statements
 - d. Top up your card
- 4.3 Other ways you can top up your card are through the cash deposit at the branch, Cash Deposit Machine, Bank Agent and Mobile Money. The credit to the wallet will be instant and funds will be accessible immediately
- 4.4. You must comply with our authentication procedures to access your Account or any other information as may be required that will reveal your identity
- 4.5 You shall not share details of these authentication procedures and codes, or any other information that will reveal your identity and your Account details, with anyone. For example, you shall not share with anyone your PIN or what the security question is for identifying you as the Account holder.
- 4.6 The I&M Bank Mastercard prepaid card is a multi-currency card, and you will have multiple wallets with different currencies to facilitate foreign currency transactions.
- 4.7 If you notice any error in the Transactions on the Account, then you must notify us immediately at the Branch or via the Customer Contact Centre and in any event within thirty (30) days of the Transaction debit date. We may request you to

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provide additional written information concerning any error.

- 4.8 You consent to us keeping a record of the activity on your Account, including whether there are any suspicious or unusual Transactions, and giving this information to the authorities or any Credit Reference Bureau.

5. Fees, limits and other charges

- 5.1 For details on the fees and limits that apply to the Card, please refer to the Bank tariff guide which can be found on www.imbankgroup.com/ug
- 5.2 You agree to pay and authorise us to debit the Account for the fees set out in the bank tariff. If there are insufficient funds within a Currency to pay such fees, or the local currency is not a Currency available on the Card, then we will automatically deduct funds from the other Currencies in the following order of priority: UGX, USD, EUR, GBP, KES, TZS, RWF, ZAR, INR.
- 5.3 There is no interest payable to you on the balance of the Account and the Account does not amount to a deposit with us.
- 5.4 This is a multi-currency Card, therefore, you acknowledge that foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.

6. Lost or Stolen Card

- 6.1 You must immediately notify our Customer Contact Centre via +256 417 719 100, Toll Free: 0800 144 551/0800 244 557 or email customerservice@imbank.co.ug when you realise your Card has been lost or stolen, or if you think your PIN has been compromised. The Customer Contact Centre is open twenty-four (24) hours, seven (7) days a week. We will suspend the Card as soon as you notify us.
- 6.2 Until and unless such notice is received, the Bank is authorized and shall remain authorized to debit your Card Account for Card Transactions made using the Card.
- 6.3 You shall be liable to the Bank for all losses or claims to the Bank arising from any Card Transaction affected before such notice is received.
- 6.4 You shall give the Bank, any person acting on the Bank's behalf and the Police, all necessary assistance in any investigations, avail all

information as to the circumstances of the loss, theft or possible misuse of the Card and take all reasonable steps to assist the Bank to recover the Card and money.

- 6.5 You shall consent to the disclosure to third parties of such information as is relevant concerning your Card Account in connection with such loss, theft or possible misuse of your Card and money
- 6.6 If your Card is lost and reported to the Bank and you subsequently find it; you should destroy the Card by cutting it into pieces and the destroyed Card must be surrendered to the nearest branch.
- 6.7 The Bank will, as soon as practicable, replace any lost or stolen Card subject to payment of the applicable replacement charge as indicated on the tariff guide.

7. PIN

- 7.1 It is your absolute responsibility to hold in secrecy and not share your information with anyone. You shall not provide your username, PIN or OTP with anyone as the Bank will never ask you to provide such information.
- 7.2 You shall be given the mandate to set your PIN via E-PIN issuance via any I&M Bank ATM to enable you to use the Card. You should keep your PIN confidential and never disclose it to your relatives, close associates or any third party, including the Bank staff.

8. Mastercard International Regulations

- 8.1 The use of the Card is regulated by the terms of Mastercard International and you agree to abide by those terms as they shall be communicated to you by the Bank from time to time.

9. Liability

- 9.1 The Bank shall not be liable in any way if a third party does not honor the Card.
- 9.2 You shall be liable for any loss or cost suffered by the

Bank because of any breach of this Agreement

- 9.3 The Bank shall not be liable if it is unable to perform its obligations under this Agreement due to the failure of any machine, data process system, transmission link, industrial dispute, terrorist action or anything outside its direct control.

10. Indemnity

- 10.1 In consideration of the Bank complying with your instructions in relation to the Card Account or any service with respect to the Card, you undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and you agree to absolve the Bank from all liability for loss or damage which you may sustain from the Bank acting on your instructions or request or in accordance with this agreement.

11. Cardholder's Claims

- 11.1 Your Card Account may be credited with a refund in respect of a Card Transaction if the Bank receives a refund voucher or other refund verification acceptable to it. The Bank shall not be liable for any claims received 90 days after the transaction. Note that refund claims are subject to investigation and assessment by the card scheme who reserve the right to honor or deny as per the information obtained.
- 11.2 No claim by you against a third party may be the subject of a defense or counter claim against the Bank.
- 11.3 You shall not be entitled to any interest in any credit in your Card Account.
- 11.4 You are not entitled to receive a cash refund for any goods or tickets purchased using the Card from the Bank. Any refunds or returns will be credited to your Card account, subject to the merchant's refund policy.

12. Internet Transactions

- 12.1 The Bank will honor the above Card Transactions effected by you save for General Purpose Card through the above means and debit your Card Account in the usual manner
- 12.2 You agree to be liable for all such Card Transactions and in proving that the transaction was authorised by you, the Bank shall be entitled to rely on such documentary evidence as may be available to it which confirms that you gave your Card number to a merchant by mail or other order and the Bank's rights shall not be affected by reason of your not having placed, confirmed or renewed the order or received the goods in question.

13. Data Protection

- 13.1 We are committed to maintaining the privacy and security of customers' personal data collected, processed and shared by us, whether in hard copy or electronic form. Personal data is defined as information that allows us to identify you as a natural person or, where applicable, as a corporate entity (such as a company or trust).
- 13.2 We collect and process personal information from you and share it with: any party to whom we assign our rights under this Agreement or any of our agreements for particular products and services; with our local and global regulators and authorities, auditors or other crime-fighting agencies, including fraud detection and prevention agents and credit reference agencies or credit bureaus for the purposes of our credit assessments and so that these agencies; or bureaus can maintain and provide to others a credit profile about you and possibly a credit score on your credit worthiness; Third-party service providers that process your personal data in conjunction with us or on our behalf. These third-party providers, whether local or trans-border, are contractually obligated to process your personal data in line with our privacy and security policies. The third parties may be located within your country of residence or in another country.
- 13.3 We are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe your privacy. Your personal information will not be disclosed to anyone else without your consent unless I&M Bank is legally required or permitted to disclose it. We collect this data to assess your application for any of our products and/or services and, if successful, provide you with the products and/or services as described in this Agreement.
- 13.4 Unless otherwise specified, you need to provide all of the personal data requested in our application forms. If you do not provide us with the required information, we will have to suspend your access to the products and/or services for a period of time, or even terminate our relationship with you as a customer.
- 13.5 We may carry out further processing on your personal data for historical, research and statistical purposes or to comply with our legal obligations. We will not engage you in any electronic direct marketing (excluding telemarketing), unless you have given us the relevant consent.
- 13.6 We may also use your personal data for carrying out automated decisions that may impact you. If you are unhappy about the outcome of any decision, please contact us

We will keep your personal data only for as long as is necessary and in compliance with applicable laws and regulations. After this time, your personal data will be securely destroyed or de-identified. You understand that even if you revoke or withdraw your consent and we suspend the provision of any product or service; or terminate the relationship with you, we may be required to continue processing and sharing any of your personal information that is already in our possession. We may also use your personal data for carrying out automated decisions that may impact you. If you are unhappy about the outcome of any decision, please contact us. We will keep your personal data only for as long as is necessary and in compliance with applicable laws and regulations. After this time, your personal data will be securely destroyed or de-identified. You understand that even if you revoke or withdraw your consent and we suspend the provision of any product or service; or terminate the relationship with you, we may be required to continue processing and sharing any of your personal information that is already in our possession.

13.7 To the extent that the laws of Uganda permit or if you are a resident of the European Union or United Kingdom, you have the following rights regarding your personal information: To access your personal information that we have on record. To ask us to correct any incorrect personal information in our records. These requests must be sent to us in writing. To ask us to delete or destroy your personal information. You can also object to our processing your personal information. These requests must be sent to us in writing. However, if you ask us to do this we may have to suspend the provision of products and/or services for a period of time, or even terminate our relationship with you.

13.8 I&M Bank's records are subject to regulatory retention periods, which means we may not be able to delete or destroy your personal information immediately upon request. You may also ask us to port your personal information to another party in terms applicable in Uganda, European Union and United Kingdom data privacy legislation.

13.9 If you have a complaint relating to the protection of your personal information, including the way in which we collected or processed it, please contact us. By agreeing to these terms and conditions, you agree that the personal information that you have provided is accurate and complete to the best of your knowledge and you consent to I&M Bank processing your personal data for this purpose.

14. Variation

14.1 The Bank reserves the right to vary, amend or replace all or any these Conditions at any time without prior notice. The Bank shall notify you of any changes made to these Conditions as soon as is practicable but failure to make such notification shall not invalidate the charges.

14.2 Any changes to these Conditions shall be available at or from any of our Branches or online at our official website www.imbankgroup.com/ug and amendments will not constitute a cancellation of this Agreement.

14.3 If you are dissatisfied with any change, you can end the agreement and request us to close the Account, and we will refund you any credit in the Account subject to any applicable fees as set out under these Terms.

15. Termination

15.1 The Bank in its absolute discretion shall suspend or cancel the Card for any reason and you hereby concede that the Bank shall be held liable for any ensuing damages.

16. Assignment

16.1 The Bank in its absolute discretion, reserves the right to assign any or all its rights and obligations under this Agreement to a third party without seeking your consent. You shall not sell, assign or transfer your Card or any of your obligations under this Agreement to any third party.

17. Governing Law and Jurisdiction

17.1 This Agreement is governed in all respects by the laws of Uganda. You submit to the non-exclusive jurisdiction of the Courts of Uganda and the Bank shall be at liberty to enforce a judgment anywhere in any jurisdiction where you carry on business or have any asset.

18. Disclaimer

18.1 We are neither responsible for, nor liable to you, for any losses due to; interruption in the processing of Transactions or delay resulting from circumstances beyond our reasonable control. This includes power failure and technical faults during, and interruptions or delays in, communication with any merchant point of sale, ATM network, Internet or other system; any of your instructions not being sufficiently clear; any failure by you to provide correct information; Merchants or ATMs not accepting your Card, or the way in which a Merchant processes a Transaction; the way in which any refusal to accept the Card is communicated to you; any indirect, special or consequential losses; any infringement by you of any currency laws in the country where the Card was issued or used; our taking of any action required by any government, or regulation or court order; for anything specifically excluded or limited elsewhere in these Terms.

I have read and confirm that I have obtained the requisite interpretation of these terms and conditions. I hereby confirm that I have understood and agree to be bound by them. I hereby append my signature as confirmation of my acceptance.

Signature.....

Date.....