

POSTBANK MOBILE WALLET (WENDI) CUSTOMER TERMS AND CONDITIONS.

The Terms and Conditions set out below (this “Agreement”) shall apply to Mobile Wallet Services provided to the customer. By accessing and/or registering as a Mobile Wallet customer, you automatically agree to abide by and be bound by this Agreement. It is important that you read and understand these provisions of this Agreement before registering as a Mobile Wallet Customer. If you do not agree with the terms and conditions hereof, do not use the Mobile Wallet platform. These Terms and Conditions shall together with the registration information constitute an Agreement legally binding on you and your successors or personal representatives and assignees. “PBU” 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.postbank.co.ug OR any PBU digital channel.

1. DEFINITIONS

In this Agreement, the terms and expressions below shall, unless the context otherwise requires, have the following meanings:

“**Active**” means a customer who has set their PIN after registration to activate the account and has at least one transaction done in a consecutive period of nine months.

“**Customer’s User Channel / interface**” means the customized User Channel / interface available for use upon registration as a Customer pursuant to the provisions of this Agreement, these shall include the USSD shortcode *229# and the **Mobile Application/App -Mobile Wallet** or as may be defined and communicated by PostBank from time to time;

“**E-Money Account**” means the electronic account opened in the name of the customer against which his/her transactions shall be performed;

“**Agreement**” means this Agreement under which the Mobile Wallet Services are being provided and includes the Registration information, these Terms and Conditions, Schedules, Supplemental Agreements and Tariff Guides, and any other documents that may be incorporated by way of reference herein; which, collectively may be varied by PostBank from time to time;

“**Mobile Wallet Account**” means a Customer’s Mobile Wallet Account being the record maintained by Mobile Wallet of the amount of E-Value held by the Customer and represented by an equivalent amount of cash held by PostBank in the Escrow Account on the Customer’s behalf;

“**Mobile Wallet Services**” means any and all the services provided by PBU, from time to time, on the Mobile Wallet platform/system, including but not limited to the issue and redemption of E-Value and the transfer of E-Value between Customers on the basis of Mobile Wallet Instructions including the recording of all Mobile Wallet Transactions, verifying and confirming all Mobile Wallet Transactions concluded and updating Mobile Wallet Account records;

“**Mobile Wallet System**” or “**Mobile Wallet**” means the system operated by PostBank providing the Mobile Wallet Services;

“**Mobile Wallet Transaction**” means any transaction which results in a Customer’s Mobile Wallet Account being credited or debited with E-Value pursuant to an Mobile Wallet Instruction or service;

“**Mobile Wallet User Guide**” means the document describing the Mobile Wallet System and its use;

“**Balance**” means the amount of E-Value from time to time standing to the credit of the Customer’s Mobile Wallet Account;

“**Digital Channels**” means the Mobile Applications and the USSD shortcode *229#.

“**Deposits Transaction**” means the payment of cash by a Customer to an Agent for the purchase of E-Value from the Agent to be credited to a Customer’s Mobile Wallet Account;

“**Withdrawals Transaction**” means the process of redeeming a customer’s E-Value from a Customer’s Mobile Wallet Account for cash from an ATM or Agent;

“**Withdrawals Fee**” means the fee payable by a Customer to PostBank for each Withdrawals Transaction undertaken at an Agent upon the Customer’s request;

“Confidential Information” means all trade secrets, know-how, information and data (including all financial, legal, marketing, technical and other knowledge and information), whether or not in material form, relating to the Mobile Wallet Services and all other confidential information disclosed by or on behalf of either Party to the other including this Agreement;

“Confirmation SMS” means an SMS containing a summary of the transaction details which is delivered to both the Originating Party and the Recipient upon successful conclusion of the relevant Mobile Wallet Transaction;

“Customer/You” means every person (including the Agent, group, merchant) in whose name a Mobile Wallet Account is registered in connection with the use of the Mobile Wallet Services;

“E-Value” means the electronic value recorded in a Customer’s Mobile Wallet Account, such electronic value representing that Customer’s entitlement to an equivalent amount of the cash amount held in the Settlement Account;

“ID” means a Customer’s Ugandan National Identity Card for citizens or Passport for foreigners or a Refugee Card for refugees or such acceptable Identity Card as PBU may from time to time accept;

“Mobile Equipment” means the Mobile Phone and the Customer’s User Channel / interface;

“Mobile Phone” means the Customer’s Mobile Phone handset;

“OTP” A one-time password (OTP) is a password that is valid for only one login session or transaction.

“PIN” means a Four (4) digit personal identification number being the secret code that the Customer chooses to access and operate his/her Mobile Wallet Account;

“PBU/We” means Postbank Uganda Limited plus all its branches, the owner of Mobile Wallet wallet trademark and operator of Mobile Wallet Services.

“Recipient” means a Customer designated by the Originating Party to receive E-Value;

“User Channel / interface” means the subscriber identity module issued by PostBank which when used with the appropriate mobile phone equipment enables a Customer to use the Mobile Wallet Services;

“Supporting Documents” means all identification and other documents required to be submitted by Applicants together with the duly completed Registration Form in support of their application for an Mobile Wallet Account as are more particularly set out in Annexure A

“Transactions” means Deposits Transactions and Withdrawals Transactions;

“Transaction Fees” means the actual charges payable by Customers for use of the Mobile Wallet Services as published from time to time in the Tariff Guide or on PostBank’s website;

“Transaction Limits” means the limits placed by PBU on the Mobile Wallet system/platform with respect to the value of the Transactions that may be effected by the Customer specified from time to time;

“Tariff Guide” means the document setting out the Transaction Fees structure including but not limited to the recommended Deposits Fees and Withdrawals Fees as published and updated by PostBank from time to time which shall be conspicuously displayed in the Agent’s premises and the PostBank website, www.postbank.co.ug;

“Escrow Account” means the bank account maintained by Postbank into which all Payments are made and cash held by Mobile Wallet on behalf of Customers;

2. Commencement and Application Process

2.1 This Agreement is valid and binding on and from the date on which PBU provides electronic confirmation to You that Your Mobile Wallet Account has been successfully registered/opened (**“the Effective Date”**).

2.2 The application process for the Mobile Wallet Service may be completed electronically. However, depending on the information that you provided when applying for the Service, PBU may require you to complete all or parts of the application process in person to verify your identity and/or provide original documents. PBU 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 PBU 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 time keep the information you have provided to PBU as part of the Service application process or otherwise (including without limitation information about your name, National ID, bank account details, residence and immigration status, passport, visa and National ID details and contact information) up to date and shall immediately advise PBU in writing of any changes to any such information.

3. Liability

- 3.1** To the maximum extent permitted under applicable law, PBU 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 PBU has been advised of the possibility of such damages or losses.
- 3.2** To the maximum extent permitted under applicable law, and subject to clause 3.1 above, the total liability of PBU under or in connection with this Agreement in connection with a Transaction shall be limited to the value of that Transaction.
- 3.3** If You are not satisfied with the quality of the Mobile 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 Mobile Wallet Service.
- 3.4** You shall be fully and solely liable for and bear all Charges, losses, and damages arising from any Transaction which is authorized using your Personal Identification Number (PIN) and/or other authentication credentials for using the Mobile Wallet Service which PBU may issue to You from time to time (“Credentials”), unless you have notified PBU in writing or through any Digital Channels which PBU makes available expressly for such purpose that your PIN and/or Credentials have been stolen or compromised. If You disclose your PIN and/or Credentials to a third party, or if you fail to safeguard and protect your PIN and/or Credentials using reasonable care and as a result your PIN 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 PBU 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 PIN and/or Credentials, and (b) the time when PBU receives notification from you (in writing or through any Digital Channels which PBU makes available expressly for such purpose) that your PIN and/or Credentials have been compromised or stolen.
- 3.5** 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.
- 3.6** In the event of fraud, loss or theft of the SIM Card or Mobile Device, you are obliged to immediately notify PBU in writing or through any Digital Channels which PBU makes available expressly for such purpose of the same in order that PBU 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 PBU to freeze it. You will indemnify and hold PBU 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 PBU freezing Your Account pursuant to Your notification, as described above.

- 3.7** Whilst PBU 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. PBU shall not be liable for any loss or damage whether direct or consequential arising out of any such unlawful interception or access.
- 3.8** To the maximum extent permitted under applicable law, PBU 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 a Mobile 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.
- 3.9** If You request any Transaction to redeem stored value in your Mobile Wallet account for its equivalent amount in cash at a designated Mobile 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 PBU shall have no liability to you in that respect to the maximum extent permitted under applicable law.
- 3.10** 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 PBU 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 PBU may have under the Agreement or otherwise, including its right to initiate such criminal or civil proceedings it may deem appropriate against You.
- 3.11** To the maximum extent permitted under applicable law, PBU disclaims all liability whatsoever, for any loss of data howsoever caused including non-delivery, misuse or mis-delivery or for any interruption, suspension or termination of Service.
- 3.12** PBU 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.
- 3.13** At its sole discretion, PBU reserves the right to screen Transactions and to reject any Transaction,
- a) which PBU determines in its sole discretion would violate applicable law or the risk policies of PBU and/or its partner financial institutions, or
 - b) if PBU suspects You are in breach of the Agreement, or that fraudulent or illegal activity is taking place. PBU shall bear no responsibility for a Transaction which PBU rejects in accordance with this clause 3.13. PBU will provide you with electronic notification of any Transaction which is rejected, and where possible, the reasons for such rejection.
- 3.14** To the maximum extent permitted under applicable law, PBU will not be liable to you for any losses you suffer or costs You incur because:
- You are unable to access or use the Mobile Wallet Service, and PBU makes no commitment on the availability of the Service and shall not be liable for any planned or unplanned outages;

- any device (including your Mobile Device), hardware or software you use in connection with the Mobile Wallet Service is damaged, corrupted, hacked or fails to work;
- Mobile Wallet Service does not work as You expect, does not meet Your requirements or contains errors or defects or PBU fails to correct these in any specified time;
- 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.
- To the maximum extent permitted under applicable law, PBU 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.

3.15 The provisions of this clause 3(Liability) shall survive the termination of the Agreement.

4. Representation and Warranties

4.1 You represent and warrant that all information provided by you to PBU is true and complete, and that it is not misleading.

4.2 Any breach of undertaking, warranty or representation by you will entitle PBU to suspend or terminate the Mobile Wallet Service and this Agreement with immediate effect and claim any contractual and other damages for such breach.

5. Customer's, Obligations: You undertake to:

5.1 Always protect the secrecy of the 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 PIN Code and/or Credentials and notify PBU (through any Digital Channels which PBU makes available expressly for such purpose or by contacting the Mobile Wallet Contact Centre on **0800217200**. You must change Your Security PIN Code and Credentials from time to time to enhance security;

5.2 Report to PBU any unauthorized or incorrectly executed Transaction within thirty (30) days from the debit value date.

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

5.4 Only download the Mobile Wallet Application from a site or online store which is approved by PBU;

5.5 Comply with the rules appropriate for any other network that you access through the Mobile Wallet Service.

5.6 Not carry out or allow any intellectual property rights infringement.

5.7 Not remove, obscure, or alter PBU's or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to, contained within or accessed using the Mobile Wallet Application.

- 5.8** Use any PBU or third-party Content made available through the Mobile Wallet Service solely for your personal use unless otherwise agreed by PBU. 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, the Mobile Wallet Application or any Mobile Wallet Content in whole or in part except as expressly authorized by PBU.
- 5.9** Not attempt to derive income from the use or provision of the Mobile Wallet Service without being authorized by PBU.
- 5.10** Not use the Mobile Wallet Service in any manner which could damage, disable, overburden, or impair any Mobile Wallet Service or the Mobile Wallet network, or any third-party networks connected to any Mobile Wallet services or interfere with any other party or Customer's use and enjoyment of any Mobile Wallet services.
- 5.11** Not attempt to gain unauthorized access to Mobile Wallet Service or Mobile Wallet accounts or any other third-party networks linked through Mobile Wallet by hacking, reverse engineering or any other unauthorized means.
- 5.12** Comply with any instructions regarding use of the Mobile Wallet Service as PBU 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.
- 5.13** Not use the Mobile Wallet Service or the Mobile Wallet Application in any unlawful manner, for unlawful purposes or in any manner inconsistent with this Agreement or act fraudulently or maliciously.
- 5.14** Not introduce into or through the Mobile Wallet Application or otherwise into the Mobile 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.
- 5.15** Use appropriate virus scanning software and take other reasonable precautions in respect of the security of Your device when accessing or using the Mobile Wallet Application.
- 5.16** Cooperate in any investigation conducted by PBU or a governmental or regulatory body in connection with the Services, and provide confirmation of Your identity or of any other information requested by PBU or a governmental or regulatory body; and
- 5.17** Not take any action that may cause PBU to lose any of its business partners, including Merchants and other partners.

6. PBU's Obligations.

- 6.1** PBU will provide the Mobile Wallet Services available from time to time to the Customer in accordance with this Agreement and as and to the extent permitted under applicable laws.
- 6.2** Subject to clause 6, PBU shall use reasonable endeavors 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.
- 6.3** PBU shall use reasonable endeavors and have in place and comply with systems, policies and practices reasonably designed to ensure that any stored E-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).

7. Data Collection & Protection Policy.

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

7.2 You agree that Your personal information provided to PBU may be used and retained by PBU, and that, to the fullest extent permitted under applicable law, PBU may use, process, disclose and transfer Your personal information for the purposes of providing the Mobile Wallet Service and/or other services including marketing and research purposes (whether in Uganda or abroad) to PBU 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, PBU professional advisers, our Affiliates, any other persons under a duty of confidentiality to PBU, and any of PBU actual or proposed assignees or transferees of PBU rights.

7.3 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.

7.4 You agree and acknowledge that PBU;

- a) shall retain and store user identification data and transaction records within the meaning of the Data privacy and Protection Act, and
- b) may disclose such data and records to the Central Bank and other governmental and regulatory bodies or pursuant to a court order.

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

- a) 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;
- b) to facilitate PBU's ability to fulfil legal, governmental or regulatory requirements; and
- c) to PBU'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).

9. 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.

10. 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.

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

- 12.** 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 PBU 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.
- 13.** Access to Google Maps / Google Earth APIs or any other third-party software through the Mobile 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 PBU 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).

14. Charges

- 14.1** Charges payable for the execution of each Transaction will be deducted from Your Account on successful completion of each Transaction. The typical Charges that will be levied for Transactions can be found on the Digital Channels and may be updated from time to time by PBU without notice, including as a result of changes to the Customer Charges and Fees tariff established by PBU from time to time. You will be advised of the Charges 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 Charges. However, PBU shall not reimburse You for any Charges which You have accepted. You may check the balance on your Account at any time using any then-available interfaces on the Digital Channels.

15. License and Right to Use

- 15.1** 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.
- 15.2** PBU grants you a personal, limited, revocable, non-exclusive and non-transferable license to access and use the Service and the Mobile Wallet Application only as expressly permitted in this Agreement and for the duration of this Agreement.
- 15.3** Any violation by You of this Agreement shall be deemed to be also a breach by You of the license granted by PBU under clause 15.2 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.
- 15.4** You hereby irrevocably grant PBU 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 PBU.
- 15.5** 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 PBU the right to use the name or username that You submit in connection with the Mobile Wallet Service. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution against PBU, any third-party services and PBU’s and their users with respect to any Content You submit through the Service.

15.6 You will indemnify and hold PBU 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.

16. Assignment

16.1 The Service is provided exclusively for the registered Customer; accordingly, the Customer may not assign or transfer this Agreement to any third party. PBU 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.

17. Termination and Discontinuation

17.1 PBU may, at any time

- a) block, restrict and/or suspend Your use of Your Account, the Service and/or the Mobile Wallet Application without notice, and/or
- b) 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 PBU suspects fraudulent activity. You agree PBU will not be liable to You or any third party for doing so.
- c) You may terminate the Agreement in respect of the Mobile Wallet Service at any time for convenience by immediately discontinuing Your use of the Mobile Wallet Service and uninstalling the Mobile Wallet Application, (including in circumstances where PBU has modified or updated the Agreement in a manner that You do not agree with) by giving thirty (30) days prior notice to PBU in writing or through any interfaces on the Digital Channels which PBU makes available expressly for this purpose.
- d) If You or PBU terminate the Service, You will be required to first redeem any remaining stored value in Your Account by
 - a) Cashing-out at any PBU agent, or ATM.
 - b) Funding-out to a bank account.

17.2 If You lose access to Your mobile phone account and/if the mobile number is assigned to another user PBU will cease Your account, immediately it becomes aware of the assignment of your number to another person and move it to a suspended status, You agree that PBU shall not be liable for any loss incurred due to the assignment of your number to another user by a telecom company. 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:

- a) Register a new account or retrieve Your old account and continue to enjoy Mobile Wallet services or;
- b) Register a new account to retrieve your old account, redeem the remaining stored value and terminate services.

18. Waiver

18.1 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 PBU. 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.

18.2 You agree that no failure or delay by PBU to enforce, or exercise, or any partial, single or defective exercise or enforcement or, any right, remedy, power or privilege given to PBU 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.

19. Sanctions

19.1 For the purposes of these Terms and Conditions “Competent Authority” shall mean any one of the following:

1. Financial Intelligence Authority-Uganda (FIA)
2. His Majesty’s Treasury of the United Kingdom (“HMT”);
3. The Office of Foreign Assets Control of the Department of Treasury of the United States of America (“OFAC”);
4. The United Nations Security Council (“UNSC”);
5. The European Union’s Common Foreign and Security Policy (“EU”);
6. any other competent authority recognised by the Bank from time to time.

19.2 “Sanctions” shall mean sanctions imposed from time to time by any of the Competent Authorities.

19.3 “Sanctioned” shall mean listed on all or any one of the Sanction Lists maintained by a competent authority and/or subject to any Sanctions;

19.4 You undertake to the Bank that you are not currently or in the foreseeable future the subject of any sanction’s investigations.

19.5 You hereby indemnify and hold the Bank 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:

- a) become the subject of Sanctions established by a recognised Competent Authority. Competent Authority shall have the meaning assigned to it in paragraph 19.1 above; and/or
- b) act to directly or indirectly benefit any party against whom Sanctions have been established by a Competent Authority.

20. 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:

- a) the seizure, blocking or withholding of any funds by any Sanctioning Body; and/or
- b) 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.

21. Anti-Money Laundering and Prevention of Terrorist Financing

1. We must comply, amongst other things, with all provisions of the Anti-Money Laundering Act, 2013 (AMLA), as amended. These provisions include, but are not limited to, the know-your-client (KYC), suspicious transaction reporting (STR), Large cash transaction reporting (LCTR), Aggregated Large Cash Transaction Reporting (ALCTR) and freezing and reporting of property associated with individuals and entities who are sanctioned in relation to terrorism and Proliferation Financing. AMLA makes it mandatory to report STRs, CTRs and TPRs to the Financial Intelligence Authority (FIA) 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 screening software, checking against numerous external and internal Sanctioning Bodies and watch lists.

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.
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.
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.

22. Anti-Bribery and Corruption

22.1 If, at any time during the use of the services, PBU 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:

- a) award a tender for provision of Services to any public or private person, including PBU;
- b) in the absence of a tender process, promote the procurement of a contract with any public or private person, including PBU;
- c) withdraw a tender awarded to another public or private Person, including PBU;
- d) fix the price, consideration or other monies stipulated or otherwise provided for in any such contract referred to in clause 18.1(b) above; or
- e) 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.

22.2 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.

22.3 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.

22.4 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.

23. Governing Laws & Dispute Resolution

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

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

24. Declaration:

1. I hereby apply for the opening of a Mobile Wallet account with PostBank Uganda Limited ("PBU"). I have read (or someone well versed in the English language has read and explained to me the contents hereof) and understood all the information stated herein and that the information supplied is a basis for opening an E- wallet account.
2. I hereby declare that the stated information is true and correct and that I have not withheld any other information which may affect the decision of the Bank.
3. I 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

4. I agree that I will not expose, divulge or compromise my secret PIN at the Bank's agents' location or to family, friends or anyone.
5. I agree to abide by these terms and conditions which govern the operations of my wallet account with the Bank.
6. I further undertake to indemnify the Bank for any loss suffered as a result of any false information or error in the information I provided to the Bank plus breach of these terms.