



## POSTBANK UGANDA MOBILE BANKING SERVICES (T&Cs)

In this document, unless the context otherwise dictates, the following words and phrases shall have the meaning set out below:

"Account/s" means Account/s, registered by the Client for use on the Mobile Banking Service.

"Alert(s)" refers to the customized messages received by the Client over his/her mobile phone in form of short messaging service (SMS) as response to triggers from the Client.

"Authorized Device" refers to mobile device, tablet computer or any other electronic device used by a Client to login into PostBank Mobile Banking and which he has informed PostBank that he will use to access Mobile Banking through any of the authentication methods that may include but shall not be limited OTP's.

"Authorized Users or Clients" refers to a person who has registered to access Mobile Banking services.

"Bank" means PostBank Uganda Limited.

"Mobile Phone Number" refers to the number provided by the Client on the registration form, or via the Contact Centre, or via the PostBank website or through any other means to the Bank against the name of an authorized User/Client for accessing the Service.

"Personal Information" refers to the information concerning the Account/s.

"Service" refers to the Mobile Banking Service of PostBank Uganda Limited availed to the Client, providing information relating to Account/(s), details about transactions and such other information and or services as may be offered by Postbank, and accessible to a Client through a mobile phone device, from time to time. The Bank may provide access to Mobile banking services in different ways as it may deem fit.

"Terms and Conditions" refer to the terms and conditions for use of the PostBank Mobile Service, as amended from time to time.

### 1. APPLICABILITY OF TERMS AND CONDITIONS:

The Application made by the Client and accepted by PostBank together with these Terms and Conditions constitute the contract between the Client and the Bank subject to such terms as between PostBank and other service providers necessary to provide the Service. These Terms and condition are applicable in the addition to the account opening terms and conditions. The Bank reserves the right to change these terms and conditions without notice by updating the posting and the Client's continued use of the service following any such change shall constitute his acceptance of the revised terms and conditions.

### 2. Availability of Service.

Clients can register for PBU Mobile Banking with any of its branches. Mobile Banking services will be activated after receipt of a system generated email containing the detail of activation.

PostBank has unfettered the right to decide what Mobile Banking services may be offered to a Client on the Account/s and such offers may vary from Client to Client. PostBank may at its discretion make changes to the services offered to its clients and Clients may only access Mobile



## PostBank

Banking services at the sole discretion of PostBank, and the Bank may at anytime, without notice to the client, discontinue any specific services provided.

The Client consents to accessing the Service through a mobile phone availed to the Bank and any transaction originating from the said number whether initiated by the Client or not, shall be deemed to be that Client's valid instructions and shall be binding on him. The instructions received by PostBank from the Client's registered Mobile Phone Numbers shall be carried out only after such authentication as may be required by PostBank, generally or specifically for any particular type of instruction, from time to time, including through verification of password allotted by PostBank to the Authorized Client against whose name the Mobile Phone Number is registered.

### **3. Accuracy of Information**

The Client shall provide accurate information and disclosures wherever required and is liable for the accuracy and authenticity of the information always availed by him/her to PostBank for the purposes of availing of the Service.

PostBank shall not be held responsible for consequences arising out of incorrect information supplied by the Client. Although PostBank and its Agents will take all due care to ensure the accuracy of the information supplied to the Client, PostBank and its agents shall not be liable for any inadvertent error, which results in the providing of inaccurate information.

The Client shall not hold PostBank responsible for any loss, damages suffered because of inaccurate information being supplied. Where PostBank considers the instructions to be inconsistent or contradictory, it may seek clarification from the Client from whom the instructions have originated before acting on such instructions. PostBank however, reserves a right to act on such information in any manner it deems fit and the Client consents to being fully bound by such an act.

### **4. Accessing the Services**

The Client may choose any or all of the Mobile Banking services by applying in the prescribed format as applicable or by any other mode as notified by PostBank from time to time. PostBank shall not be responsible for any mistakes made by the Client while applying for the services.

### **5. Honouring of instructions**

PostBank shall only honor instructions received from the Client through the Registered Phone number which have been verified. PostBank shall not be liable for non-delivery or delayed delivery of service, error, loss or distortion in transmission of service to the Client.

### **6. Loss of Mobile Phone**

If a client loses his mobile phone, he shall immediately inform PostBank to block his account/s through the official bank channels. PostBank shall not be responsible for any loss arising from unauthorized access to a User's account/s where the Client fails to promptly inform PostBank of such loss of mobile phone. The Client must notify the Bank immediately if he has any reason to think that the login details have been compromised. All instructions associated to the account/s e.g., PIN resets, Requests to Withdraw etc shall be deemed to be valid instructions from the Client unless such loss had been brought to the attention of PostBank by the Client earlier.

### **7. Sharing of PINs, Passwords & Devices**



**PostBank**

The Client shall keep his PIN, and password confidential and shall not allow his device to be used by another person. PostBank shall suffer no liability for any loss arising from unauthorized access because of a Client sharing their PIN, Password or granting access to any person access to their authorized device. The Client accepts full responsibility for use, confidentiality, and protection of the password as well as for all orders and information changes entered into the account/s using such password

#### **8. Access and sharing of the Client's Information**

The Client unreservedly authorizes PostBank to access his Account/s and the Personal Information for the purpose of honouring his instructions and providing the Service required, as well as for facilitating analysis, credit scoring and marketing. The Client permits PostBank to disclose to other institutions such information in relation to the Client as may be necessary for any reason inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.

#### **9. Records**

All records of PostBank concerning the Client's use of Mobile Banking services shall be deemed conclusive proof of the genuineness and accuracy of the transactions in the Account/s. The authority to record the transaction details is hereby expressly granted by the Client to PostBank.

#### **10. Liability Disclaimer**

PostBank shall not be liable for the failure of the Client to access or utilise the service due to the Client being outside the geographical range within which the service is offered.

PostBank shall not be liable for any loss or damage suffered due to the Client's breach of any of the terms and conditions regarding his Sim card or mobile phone. The Bank shall not be liable for any loss suffered by the client due to non availability/ performance of its service providers necessary to provide the needed service to the client.

The Client accepts that each Alert may contain certain Account/s information relating to the Client. The Client authorizes PostBank to send Account/s-related information, though not specifically requested, if PostBank considers the same relevant

#### **11. Warranty**

PostBank does not warrant the confidentiality or security of the messages whether transmitted through the Service or otherwise personal.

#### **12. Limitation of Liability**

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



## PostBank

cellular service provider and PostBank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Client or improper use of the Service by the Client or any other person shall render the Client liable for payment of financial charges as decided by PostBank and/or will result in suspension of the Service to the Client.

The Client is fully responsible for protecting any password given by PostBank for the use of the Service. PostBank will not be responsible for any unauthorized use of any password(s) given to any Client or Mobile Phone Number or for any fraudulent, duplicate or erroneous instructions given by use of the Client's password or Mobile Phone Number; acting in good faith on any instructions received by PostBank; error, default, delay or inability of PostBank to act on all or any of the instructions; and loss of any information/instructions in transmission. PostBank shall not be held liable for the oversight on part of the Client to update itself with the products which are provided through the Service.

### 13. Indemnity

In consideration of PostBank providing the Service, the Client undertakes to indemnify and keep indemnified PostBank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which PostBank may at any time incur if in good faith, it acts or omits to act on any instructions given by use of the Service.

PostBank shall have the discretion to charge such fees as it may deem fit from time to time and may at its express discretion, revise the fees for use of any or all of the Service. Any transactions conducted on behalf of the Client, post notification, shall imply the Client's acknowledgement and acceptance of the fees.

The Client may at any time discontinue or unsubscribe from the Service. The Client shall be responsible for payment of airtime or other charges which may be levied by any cellular service provider in connection with the Service and Post Bank shall in no way be concerned with the same. The fees payable by the Client is exclusive of the amount payable to any cellular service provider and would be debited from the account/s of the Client. The Client shall be required to refer to the schedule of fees.

### 14. Termination

The Client may request for termination, in part or in whole, of the Service any time by giving a written notice of at least 30 days to PostBank. The Client will remain responsible for any transactions originating from a Mobile Phone Number through the Service prior to the conclusion of the aforesaid 30 days.

PostBank may, at its discretion, withdraw temporarily or terminate the Service, either wholly or in part, at any time without giving prior notice to the Client if any maintenance work or repair is required to be carried out, in case of any emergency or for security reasons, which require the suspension of the Service or if the Client has breached these Terms and Conditions or if PostBank learns of the existence of any circumstance which in its opinion would result in the Customer being unable to carry on its obligations herein to the fullest extent possible.

### 15. Notices

PostBank may give notice under these Terms and Conditions electronically to the mailbox of the Client (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Client and in case to PostBank at its



**PostBank**

Operations office at Plot 4/6 Nkrumah Road Kampala Road. Further, PostBank may also publish notice of general nature regarding the Service, which is applicable to all Clients. Such notice will be deemed to have been served individually to each Client.

## **16. Governing Law**

Any dispute or differences arising out of or in connection with the Service shall be subject to the exclusive jurisdiction of the Courts of judicature of the Republic of Uganda and shall be governed by the Laws of the Republic of Uganda. PostBank accepts no liability whatsoever, direct or indirect for noncompliance with the laws of any country other than that of the Republic of Uganda.

## **17. Data Protection and processing**

The Client hereby authorises Post Bank Uganda Limited to collect and/or process their personal and special data in accordance with the Data Protection and Privacy Laws of the Republic of Uganda for purpose of Mobile Banking services. The Bank hereby agrees to strictly comply with all applicable privacy and data protection laws of the Republic of Uganda as well as all other applicable regulations and directives in collecting using, processing, handling and/or transferring of any of the confidential information which may contain any personal data.