

## **Terms & Conditions governing Bank of Baroda Uganda Limited International Debit Card**

**Important:** By using the International Debit Card you are unconditionally accepting the terms and conditions listed hereunder you will also continue to remain bound by the terms and conditions of operation of your Operating Account with Bank of Baroda Uganda limited.

### **Definitions:**

1. The “Bank”, means Bank of Baroda Uganda Limited, having its Head Office at 18 Baroda House, Kampala Road, Kampala.
  
2. “Card” or “Debit –cum- ATM Card” or “International Debit Card” or “International ATM-cum- Debit Card” or “Debit card” refers to the Bank of Baroda Uganda limited Debit Card issued by the Bank to a Card Holder.
  
3. “Cardholder” means the approved Customer who has requested for the Card upon his/her undertaking to abide by the terms and conditions herein and who has been issued the Card and who is authorized/has the necessary mandate to hold and use the Card. Cardholder is referred to as “you”, “your”, “him” or similar pronouns and all reference to the card holder in the masculine gender will also include the feminine gender. Words in plural shall also mean and include those in singular and vice versa.
  
4. “Account(s)” means the Cardholder’s Savings or Current Accounts that have been designated by the Bank to be eligible account(s) for valid operations of the Debit Card. The Cardholder should be either the accountholder or sole signatory or authorized to act alone/individually when there are more than one account holders/signatories.
  
5. “Primary Account” shall mean in case of multiple accounts linked to the Card, the account that has been designated as being the main/first account of operation i.e. the account from which purchase transactions, cash withdrawals, charges and fees related to the card are debited.
  
6. “Nominated Accounts” means and includes the Primary Account as described above, and it indicates the card holder’s account(s) nominated in writing by him to be accessed by his Debit Card.
  
7. “ATM” means any Automated Teller machine whether in Uganda or overseas, whether of the Bank or an ATM under specified Shared Network, at which amongst other things, the Cardholder can use his Card to access his funds held in his account with the Bank.
  
8. “Cash Dispenser” means an ATM with restricted functionality of dispensing Cash only.

9. "PIN" means the Personal Identification Number, required to access the Automated Teller Machine, allocated to the Cardholder by the Bank or chosen by him from time to time.

10. "Shared Network," means network of ATMs other than Bank of Baroda Uganda limited ATMs where Bank of Baroda Uganda limited cards are accepted.

11. "Transaction" means any instruction given, by a Cardholder by using his Card directly or indirectly, to the Bank to affect action/transaction on/in the account.

12. "International Transaction" means the transactions performed by the Cardholder through his internationally valid Debit Card.

13. "Account Statement" means a statement of account provided by Bank to a Cardholder or Pass sheet issued by the branch where the account is maintained setting out transactions carried out by the Cardholder(s) during the given period and the balance on that date. It may also include any other information that Bank may deem fit to include.

14. "Merchant" or "Merchant Establishment" shall mean establishments wherever located which accept/honour the Card and shall include amongst others airline organizations, railways, petrol pumps, shops, stores, restaurants etc.

15. "Electronic Data Capture (EDC)" refers to electronic Point-of-Sale swipe terminals permits the account(s) to be debited for purchase transactions from the member establishments.

16. "Valid Charges" means charges incurred by the Card Holder for purchase of goods or services on the card or any other charge as may be included by the Bank from time to time for the purpose of this product.

17. "ATM Network" means ATMs that honours the Debit Card and that display the VISA ATMs.

18. "Force Majeure Event" means any event such as fire, earth quake, flood, epidemic, strike, lockout, labor controversy, industrial disputes, riot, civil disturbance, war, civil commotion, natural disasters, acts of God, failure or delay of any transportation agency, or any other furnisher of essential supplies or other facilities, omissions and acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities including changes in Law, or other regulatory authority acts beyond the control

of the Bank, or for any other reasons which cannot reasonably be forecast/foreseen or provided against, and which cannot be predicted by men of ordinary prudence.

19. "Law" includes all applicable statutes, enactment, acts or legislature or Parliament, ordinances, rules, bye-laws, regulations, judgments, notifications, guidelines, policies, directions, circulars, directives and orders of any Government, statutory authority, tribunal, board, court or recognized stock exchange, final and interim decrees and judgments.

20. "Technical Problem" include any problems and difficulties arising due to the power and electricity failure, computer errors, programming errors, software or hardware errors, computer breakdown, non-availability of Internet connections, communication problems between the Bank's server and ATM network, shutting down of the Bank's servers, no availability of links, corruption of the computer software, problems in ATM or any other Service Providers infrastructure and telecommunication network, problems in any other telecommunication network and any other technology related problems.

Bank of Baroda Uganda limited International Debit Card is issued on the following terms and conditions: -

#### 1. **ACTIVATION:**

The Card delivered to you needs to be activated at any ATM of Bank of Baroda Uganda limited prior to its use at any other device. The card can be activated through first utilization of the PIN or PIN change at any ATM of Bank.

#### 2. **CARD HOLDER'S OBLIGATIONS**

- **The Card shall be valid only for transaction options, as permitted by the Bank from time to time in Uganda and abroad, at Bank ATMs, ATMs of other banks, online and Point-of Sale swipe terminals at Merchant Establishments from time to time.**
- The Card is not transferable or assignable by the Cardholder under any circumstances.
- The Card is and will be the property of Bank at all times and shall be returned to the Bank immediately upon Bank's request unconditionally. The Cardholder is requested to ensure that the identity of the Bank's officer is established before handing over the Card.
- The Cardholder is required to sign the acknowledgement at the time of receipt of card as also to sign the Card immediately upon receipt. **The Cardholder must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card in his personal possession and under his personal control at all times. Contactless feature of VISA card for small amount transactions do not need PIN authentication and hence card personal possession is must.**

- The PIN issued to the Cardholder for use with the Card or any numbers chosen by the Cardholder as a PIN shall be known only to the Cardholder and are for his personal use and are strictly confidential. A written record of the PIN should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party, including the staff of the Bank or to merchant establishments, under any circumstances or by any means whether voluntary or otherwise.
- The Cardholder 's account will be debited immediately except in case of technical delays or Force Majeure events with the amount of any withdrawal, transfer, valid charges and other transactions effected by the use of the Card. The Cardholder will maintain sufficient funds in the account to meet any such transactions and also shall not call in question the dates of transactions as appearing in his account even when they appear a few days later but within a reasonable period.
- The Cardholder shall maintain, at all times, such minimum balance in his account as the Bank may decide from time to time, and the Bank may at its discretion, levy such penal or service charges as per Bank's rules from time to time and/or withdraw the Card Facility, if at any time the amount of balance falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder and/or without incurring any liability of responsibility whatsoever by reason of such withdrawal.
- The Cardholder should not use or attempt to use the Card without sufficient funds in the card account. In the event of payment/debit made in excess of the balance available in the Cardholder/s card account/s for any reason whatsoever, the Cardholder undertakes to repay such overdrawn amount together with the interest 18% p.a. or as applicable from time to time and charges that may be debited by the Bank within –3- days of such overdrawn amount. This will be in addition to the cancellation of the card at the discretion of the Bank & for any other action which Bank may deem fit.
- The Bank shall have the right of set off and lien irrespective of any other lien or charge, present as well as future on the balances held in the Cardholder's primary and/or secondary account/s or in any other account whether in single name or joint names to the extent of all outstanding dues, whatsoever, arising as a result of services extended to and/or used by the Cardholder. The cardholder hereby authorizes the Bank or its agent to recover all dues from any of the accounts of the cardholder with the Bank.
- The Cardholder will in all circumstances accept & be responsible for transactions effected by the use of the card, whether authorized by the Cardholder or not, and shall indemnify the Bank against any loss or damage caused by an unauthorized use of the Card or related PIN, including any penal action arising there from on account of any violation of guidelines law being in force in Uganda and/or any other country/state continent/territory wherever located in the world at the time, notwithstanding the termination of this agreement.
- In case of joint account, where only one card is issued to a joint account holder, the other joint account holder/s shall expressly agree with and give consent on the application form or issue of the card. If more than one person sign or agree to be bound by these terms and conditions, the obligation of such persons hereunder will be joint and several and as the context may require. Any notice to any such person will be deemed as an effective notification to all such persons: -

- In case any of the joint account holder/s gives “STOP OPERATION” instructions, no operations will be allowed on such Card account/s through the use of the Card.
  - Anyone or more joint account holders only in respect of such card accounts in which he/she is a joint account holder can give the ‘Stop Payment’ instructions.
  - All the joint account holders shall jointly instruct the Bank to revoke “ Stop Payment Instructions”
- The Cardholder is requested to note that the Card is valid upto the last day of the month/year indicated on the Card. The renewed Card shall be sent by the Bank before the expiry of the Card at the discretion of the Bank, upon evaluation of the conduct of the account. The Bank reserves the sole right of renewing the Card account on expiry. The Cardholder undertakes to destroy the expired or Blocked debit card by cutting it into several pieces.
- The Cardholder is required to verify statement of account of his Account updated from the branch where he is maintaining his Card Account at least once in a month.
- The Cardholder shall inform the Bank in writing within—7-- days from the transaction or statement date of any irregularities or discrepancies that exist in the transaction details at an ATM/Merchant Establishment. If no such notice is received during this time, the Bank will assume the correctness of both the transactions and the statement of account.
- A cardholder can use the envelope/deposit facility of the ATM. Only for credit in the designated account assigned to the Card. The deposit made by the Cardholder in the designated account shall be subject to verification by the officials of the Bank and subject to clearance of cheques in the normal clearing house system. In case of any discrepancy the amount entered by the Cardholder and actual amount of cheque or cash found in the envelope, the amount found and verified by the Bank shall be credited to the account. The decision of the Bank shall be final and binding. Drawings against the deposits made using the deposits module of the ATM will be allowed only after the account of the cash deposited or after clearance in case of cheques deposited.

### **3. FEATURES OF DEBIT CARD**

- ATM Facilities: Following facilities at Bank ATMs pertaining to Card Account shall be offered at the sole discretion of the Bank subject to change from time to time, without prior notice
  - i. Withdrawal of cash by the Cardholder from his card account upto a stipulated number of occasions and limit during the cycle of 24 hours, as may be prescribed, by the Bank from time to time.
  - ii. Enquiry about the balances in the card accounts
  - iii. Printing of Mini Statement of Account
  - iv. Change of PIN

v. Other Value added services

- At Bank of Baroda Cash Dispensers and ATMs of banks which are members of VISA/Plus network, the following facilities shall be offered, which are subject to change from time to time without any prior notice and also depend upon type of card used : -
  - i. Withdrawal of cash by the Cardholder from his card account upto a stipulated number of occasions and limit during the cycle of 24 hours, as may be prescribed, by the Bank from time to time.
  - ii. Enquiry about the balances in the card accounts.
- PIN is a secret four-digit code number referred to as ATM-PIN, which is assigned by the Bank to the Cardholder. The Cardholder will be required to enter the PIN to avail ATM services using the card. Cardholder should ensure that the PIN mailed by the Bank is received in a sealed envelope without any tampering.

The Cardholder is advised to change the PIN immediately through the relevant menu option in Bank ATM and he is also advised to keep the PIN changing at the frequent intervals. If the Cardholder forgets the PIN, he shall apply to the Bank for the regeneration of the PIN. The Bank shall deliver the new PIN to Cardholder only. New PIN may be issued at the sole discretion of the Bank, upon request in writing and payment of the requisite fee. The Bank may from time to time, at its discretion, tie up with various agencies to offer various features on Debit Cards. All these features would be on best efforts basis only.

The Bank does not guarantee or warranty the efficacy, efficiency, and usefulness of any of the products or services offered by any service providers/merchants/ outlets/agencies. Dispute, if any, would have to be taken up with the merchant/agency, etc directly and solely i.e. without involving the Bank in any manner.

#### **4. ATM USAGE**

The Card is accepted globally at ATMs showing Visa logo.

Cash Withdrawals and balance enquiry performed by the Cardholder at ATMs will be subject to a fee and will be debited to the account at the time of such withdrawal and/or balance enquiry transactions. Similar transactions performed by the Cardholder at ATMs in countries other than Uganda will also be subject to fee, as per prevailing tariff of charges. All transactions at non Bank of Baroda Uganda limited ATMs, whether executed or failed, are subject to the charges as determined by the Bank from time to time.

For all cash withdrawals, cheque/cash deposits (wherever provided) at Bank's ATMs, any statements/receipts issued by the ATM at the time of deposit or withdrawal shall be deemed conclusive, unless verified and intimated otherwise by the Bank. Any such verification shall be final and conclusive and verified amount will be binding on the Cardholder.

The Bank will not be liable for any failure, due to technical problems or Force Majeure Events, to provide any service or to perform any obligation there under; nor for any delayed debits, if any, and the

consequences thereof. Bank will not be liable for any consequential or indirect loss or damage arising from or related to loss/use of the Card and/or related PIN, howsoever caused.

The availability of ATM services in a country other than Uganda is governed by the local regulations in force in the said country. The Bank will not be liable if these services are withdrawn without notice thereof; nor for the delay or failure of ATM services over there.

## **5. MERCHANT ESTABLISHMENT USAGE**

The Card is accepted at most of electronic Point-of-Sale terminals at merchant establishments globally.

The Card will be accepted only at Merchant Establishments that have any EDC swipe terminals. Any usage of the Card other than electronic use will be deemed unauthorized and the Cardholder will be solely responsible for such transactions. Please note that PIN is not required for use of the Card at EDC machines at Merchant Establishments, of contactless feature is used.

The Cardholder is required to sign the sales slip and retain a copy of the same whenever the Card is used at merchant establishments. Bank will not furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder but which can be proven, as being authorized by him, will be deemed to be his liability.

The Card is accepted at any of VISA Card merchant outlets worldwide. Bank will not accept any responsibility for any dealings the merchant may have with the Cardholder, including but not limited to the supply of goods and services so availed or offered. If Cardholder has any complaint relating to any VISA merchant establishment, he should resolve the matter with the merchant establishment and failure to do so will not relieve him from any obligation to the Bank.

Bank accepts no responsibility for any charges over and above the value/cost of transactions levied by any merchant establishment and debited to Cardholder's account along with the transaction amount.

A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited into Cardholder's Account (less cancellation charges) as and when it is received from the merchant. Unlike debit transactions, credit transactions are not given effect online, hence if the credit is not posted in the account within –30- days from the day of refund, the Cardholder will notify the Bank, along with a copy of the credit note from the merchant.

In case of card linked to multiple accounts, transaction at merchant establishments will be effected only on the primary account. In case there are insufficient funds in the said account, the Bank will not honour the transactions even if the necessary funds are available cumulatively or severally in the other accounts linked to the Card.

The Card is not to be used at Hotels during check-in for “blocking the amount” as done for credit cards and also at other merchant establishments where advance payment is required even before completion of the purchase transactions or services.

The Card should not be used for any Mail order/Phone purchases and any such usages will be considered unauthorized and the Cardholder shall be solely responsible.

The Card should not be utilized for payment of subscription to foreign magazines/periodicals and any such usage will also be considered as unauthorized.

The Cardholder agrees to use Card upto a stipulated number of occasions and/or upto an amount limited for a cycle of 24 hours, as may be prescribed by the Bank from time to time.

## **6. INTERNATIONAL USAGE**

The Cardholder agrees that every transaction for withdrawal of foreign currency will attract a service fee stipulated by the Bank. The service fee is liable to be changed without notice.

The exchange rate used for all foreign currency transactions will be decided by the Bank/VISA and will be binding on the Cardholder.

## **7. FEES**

Bank's Debit Card is currently offered free of charge to primary account holder and to ONE joint account holder. However, Bank reserves the right to levy the fees at a later date without prior notice. Such fees, if and so levied, will be debited to Cardholder's primary account on the Cardholder's approval / renewal at Bank's discretion. These fees are not refundable. Charges for other services will be debited at prevailing rates.



Transaction fees for cash withdrawals/balance enquiry wherever applicable, will be debited to the account at the time of posting the Cash Withdrawal/balance enquiry.

All charges incurred in foreign currency will be debited in the account in UGX.

The charges for usage of the Debit Card may be revised / changed by the Bank from time to time without prior intimation to the individual Cardholder.

## **8. LOST OR STOLEN CARD**

If the Card is lost or stolen, the Cardholder must report the loss to the Bank immediately for hot listing the Card. Though the loss or theft may be reported by means of the Customer Service **0800 240 240**, the Cardholder must confirm the same in writing to the Bank as soon as possible.

Cardholder is protected from any financial liability, after the loss/theft is reported to the Bank, arising from any purchase transaction done on his card from the time card holder reports the loss to the Bank & gets confirmation. However, NO SUCH COVERAGE will be available on the CASH withdrawals done through ATMs as such transactions are governed by PIN, which is confidential to Cardholder only.

The Cardholder agrees to indemnify the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card in the event that it is lost and not reported to the Bank or lost and misused before it is reported to the Bank.

The replacement card may be issued at the sole discretion of the Bank after the receipt of written request and upon payment of requisite fees, provided the Cardholder has, in all respects, complied with the terms and conditions.

If the lost/stolen card is subsequently recovered, the Cardholder shall not use the same but destroy the Card by cutting it into several pieces through the magnetic strip/chip.

## **9. DISCLOSURE OF INFORMATION**

The Cardholder shall provide any information, records or certificates relating to any matters that the Bank deems necessary, as and when requested by the Bank. The Cardholder will also authorize the Bank to

verify the veracity of the information furnished by whatever means or from whichever source as may be deemed necessary. If the Cardholder declines to provide the information or provides incorrect information, the Bank at its sole discretion, may refuse renewal of the Card or cancel the card forthwith.

The Bank reserves the right to disclose, in strict confidence, to regulatory and other authorities and institutes, such information concerning the Cardholder's account as may be necessary or appropriate in connection with its participation in any Electronic Fund Transfer Network.

The Bank also reserves the right to disclose customer information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Government.

The Bank reserves the right (but shall not be obliged) to report to the Regulator, expenditure undertaken by its Cardholders, in foreign currencies to ensure that the Basic Travel Quota/other permissible entitlements are not exceeded by the Cardholder(s).

## **10. STATEMENTS AND RECORDS**

The records of Card Transactions will be available on the account statement issued by the Bank and/or account passbook got updated by the customer. It will be obligatory on the part of the customer to get his account statement and check at least once in a month. Also customer should use mobile app and SMS transaction alert facility of Bank to keep real time track of transactions in account.

The Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

## **11. DISPUTES**

In case of purchase transactions, a sales slip with the signature of the Cardholder together with the card number noted thereon should be conclusive evidence between the Bank and the Cardholder as to the extent of the liability incurred by the Cardholder. The Bank shall not be required to ensure that the Cardholder has received the goods purchased/availed of the services to his satisfaction

The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the account statement/passbook or as otherwise determined by the customer within -45- days of the receipt of notice of disagreement. If after such effort Bank determines that the charge is correct, then it shall be deemed to be correct if not advised otherwise by the Bank to the Cardholder.

The Bank accepts no responsibility for the refusal of any establishment to honour the Card whether due to technical reason or otherwise.

This agreement will be construed in accordance with and governed by the laws of Uganda. All disputes are subject to the exclusive jurisdiction of the Courts of Kampala, irrespective of whether the application for issuance of card was submitted to any branch of the Bank in Uganda or whether any other Court may have concurrent jurisdiction in the matter.

The Cardholder shall be liable for all the costs associated with the collection of dues, and legal expenses.

## **12. GENERAL**

The Cardholder will notify the Bank in writing of any change in his employment, business and/or office or residential address and phone and mobile numbers and email ID where applicable.

Any notice sent by the Bank by post will be deemed to have been received by the Cardholder within –5- working days from the posting of the notice to the address last given to Bank in writing by the Cardholder. Publication of changes by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.

The Bank reserves the right to add to, delete from or vary any of the terms and conditions, policies, features and benefits upon notice, as described above, to the Cardholder. Use of the Card after the date upon which any of these alterations are to take effect will be taken to be evidence of the acceptance, without reservation by the Cardholder of such changes.

When Cardholder completes a transaction through an ATM, he can opt to receive a printed transaction record. The amount of available funds is shown on the ATM receipt when he uses his Card. The Cardholder is advised to obtain the receipt and to retain with him the record of transaction generated by the ATM. In case of demand /need the same shall be produced to the Bank for verification.

## **13. LIMITATION OF BANK'S LIABILITY**

The Bank shall not be liable to the Customer or to any third party, for any loss or damage suffered due to the following reasons: -

- i. Any action carried out by the Bank, based upon the instructions of the Customer by exercising due diligence and reasonable care.
- ii. Any action carried out by the Bank in good faith, based upon the instructions of the customer.
- iii. Any unauthorized and illegal transactions occurring through the use of Bank Account(s), which can be attributed to the fraudulent or negligent conduct of the customer.
- iv. Intrusion or hacking into the computer system/network or communication network of the Bank.
- v. Failure to carry out any instructions of the Customer due to insufficiency of balance in the Customer's bank account(s) or transaction types those are not allowed by Bank.
- vi. Failure of the customer to access the Bank account due to any Force Majeure Event or any Technical Problems or any other reason beyond the control of the Bank.
- vii. Failure of the customer to inform the Bank when the Customer's Bank account is being illegally used by third parties for carrying out unauthorized and illegal transactions.
- viii. Failure of the Customer to keep confidential and secure, PIN or any passwords, keywords or other identification marks given to the Customer for operating of the Bank account and/or card.
- ix. Failure of the Customer to inform the Bank regarding any changes in the Customer's Personal information or Account information.
- x. Violation of any foreign Law
- xi. Breach of any of the other terms and conditions stated herein by the Customer.

xii. Non debiting of the amount instantly on transaction through ATM Under no circumstances shall the Bank be liable for any damages, whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character of nature whatsoever and whether sustained by the Customer or any other third party.

## 15. TERMINATION

The Bank reserves the right to cancel/ withdraw the Card or any of the other services offered at any time without assigning any reason.

If the Cardholder decides to close his account with the Bank, the Card(s) issued with this account, as the primary account would automatically stand cancelled. The Cardholder(s) must immediately cease to use the Card and destroy and return all his/additional Cardholder's cards that are linked to this account. In case any outstanding Card transactions that have not yet been debited to the account, the same will be netted out from the balance prior to the Bank returning the funds to him. In case account is closed, due to any reason whatsoever, prior to debit of any outstanding Card transactions, Cardholder(s) are liable to refund the amount along with the interest and charges applicable from time to time.

The Bank shall be entitled to terminate the Card facility with immediate effect without notice and the Card shall be returned upon the occurrence of any of the following events:

- Failure to comply with the terms and conditions herein set forth.
- In the event of default under an agreement or commitment entered into with the Bank.
- The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of the similar nature.
- Demise of the Cardholder
- Failure to maintain minimum required balance.

In the event of cardholder being desirous of terminating the use of Debit Card, he/she shall give the Bank not less than 15 days notice in writing & surrender the card forthwith to the Bank. He/she shall be allowed to close the designated account after expiry of the notice period & after the balance /dues if any have been set off / settled.

**These terms & conditions form an integral part of the ATM/Debit Card usage and the powers; authorizations conferred upon Bank are irrevocable. The cardholder subscribes to & is bound by these terms & conditions immediately when he/she submits the application form for the Bank of Baroda International Debit Card.**

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