

CENEMOBILE SERVICE TERMS & CONDITIONS (T&C)

DEFINITIONS:

In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

"Accounts" refers to Account, which the Client has registered for use on the Mobile Banking Service. Authorized Users or Clients shall mean a person registered to have access to Accounts through the Mobile Banking Service.

"Service" shall mean the **CenteMobile** Service of Centenary Bank 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 Centenary Bank, and available to a Client through a mobile phone device, from time to time.

"Mobile Phone Number" shall mean the number specified by the Client on the registration form, or through the Contact Centre, or through Centenary Bank website or through any other means to the Bank against the name of an authorized User for availing the Service

"Personal Information" shall mean information in relation to or pertaining to the Account.

Terms and Conditions for Mobile Banking refers to the terms and conditions for use of the **CenteMobile** Service, as amended from time to time.

Capitalized words and phrases used but not defined hereunder shall have the meanings assigned to them in the Terms and Conditions for Centenary Bank M-banking.

"Alert(s)" means the customized messages sent to the Client over his mobile phone as short messaging service (SMS) in response to triggers set by the Client.

APPLICABILITY OF TERMS AND CONDITIONS:

These Terms and Conditions together with the application made by the Client and as accepted by Centenary Bank shall form the contract between the Client and Centenary Bank, and shall be further subject to such terms, as Centenary Bank may agree with the other service providers, aiding Centenary Bank in providing the Service. These Terms and Conditions shall and its Affiliates. By applying for and allowing Authorized Users access to the Service, for the first time (and every time thereafter), the Client acknowledges and accepts (and reaffirms his acknowledgment and acceptance of) these Terms and Conditions, to the fullest extent possible.

1. Application

Clients may avail the Service (and/or for any changes to the options available under the Service) if the person authorized to operate the

Account or the Persons authorized to sign various documents on behalf of the Client for availing the **CenteMobile** Services applies to Centenary Bank requesting Centenary Bank to provide the Service to the Authorized Users. Such application may be made by filling in such forms, request letters, etc, as Centenary Bank may prescribe from time to time. All or any transactions arising from the use of the Service shall be binding on the Client.

2. Applicability

The mobile number in the records of Centenary Bank would be used to access the Service. The Service is not offered for two mobile numbers for the same account. The Service will be available to the Client only if the Client is within the cellular service range of the particular cellular service provider or within such area, which forms part of the roaming network of such cellular service provider providing services to the Client availing such roaming service from respective cellular service provider.

3. Availability of the Service

Centenary Bank shall endeavor to provide to the Client through the Service, such services as Centenary Bank may decide from time to time. Centenary Bank reserves the right to decide what services may be offered to a Client on the Account and such offers may differ from Client to Client. Centenary Bank may also make additions/deletions to the services offered through the Service at its sole discretion. The Service is made available to Authorized Users, at the sole discretion of Centenary Bank and may be discontinued by Centenary Bank at services of specific cellular service providers. The Service is currently available to Accounts held with Centenary Bank branches.

The Client agrees that access to the Service shall only be through the Mobile Phone Number and any transaction which originates from the same, whether initiated by the Authorized User or not, shall be deemed to have been originated from such Authorized User and shall be binding upon the Client. The instructions received by Centenary Bank from any of the Mobile Phone Numbers (or purporting to have originated from any Mobile Phone Number) shall be effected only after such authentication as may be required by Centenary Bank, generally or specifically for any particular type of instruction, from time to time, including through verification of password allotted by Centenary Bank to the Authorized User against whose name the Mobile Phone Number is registered.

4. Accuracy of Information

The Client undertakes (and further undertakes to require Authorized Users) to provide accurate information and disclosures wherever required and shall be responsible for the correctness and authenticity of the information provided by him/her to Centenary Bank at all times including for the purposes of availing of the Service. Centenary Bank shall not be liable for consequences arising out of erroneous information supplied by the Client or the Authorized Users. While Centenary Bank and its Affiliates will take all reasonable steps to

ensure the accuracy of the information supplied to the Customer, Centenary Bank and its Affiliates shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The Client and/or any Authorized User shall not hold Centenary Bank liable for any loss, damages etc. that may be incurred/suffered by the Client/Authorized User, if the information supplied to the Client turns out to be inaccurate/incorrect.

Where Centenary Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Authorized User from who the instructions have originated before acting on such instructions. Centenary Bank may however, in its discretion, act upon any such instruction as it may deem fit and the Client agrees to be bound to such actions of Centenary Bank.

Centenary Bank shall have the right to suspend the Service, whether generally or specifically in relation to an Authorized User or a particular Client, if Centenary Bank has reason to believe that the operation of the Service or acting upon any instructions of an Authorized User may lead to direct or indirect loss or may require an indemnity from Client(s) before continuing to operate the Service.

5. Process Setting the Services

To access the service, the Client may select and set all or any of the services by submitting an application in the prescribed format as applicable or by any other mode as notified by Centenary Bank from time to time. Centenary Bank shall not be responsible for any error made by the Client while setting and/or selecting the services.

6. Setting Triggers and Receiving Alerts

Centenary Bank will not acknowledge receipt of any instructions or registration requests nor shall Centenary Bank be responsible to verify any instructions or password or Mobile Phone Number. Centenary Bank shall not be liable for non-delivery or delayed delivery of service, error, loss or distortion in transmission of service to the Client.

7. Authority to Centenary Bank

The Client irrevocably and unconditionally authorizes Centenary Bank to access the Accounts and the Personal Information for effecting the instructions and providing the Service to the Client, as well as for analysis, credit scoring and marketing. The Authorized User agrees that Centenary Bank may 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.

8. Records

All records of Centenary Bank relating to the Account and/or arising out of the use of the Service, including the recorded time of the transaction and the Authorized User originating the transaction, shall be conclusive proof of the

genuineness and accuracy of the transactions in the Account. The authority to record the transaction details is hereby expressly granted by the Client to Centenary Bank.

9. Disclaimer of Liability

Centenary Bank shall not be responsible to the Authorized User for any failure of the Authorized User to utilize the Service due to Authorized User not being within the geographical range within which the Service is offered. The Client agrees that Centenary Bank shall not be liable if the Client has breached any of the Terms and Conditions termination of the Mobile Phone Numbers/SIM Card. The Client shall not hold Centenary Bank liable for non-availability of the Service or non-performance by service providers, if any, engaged by Centenary Bank or any loss or damage caused to the Client as a result of use of the Service (including relying on the Alerts for the Clients commercial, investment or business purposes) for any cause. Centenary Bank shall not be liable in any manner to the Client in connection with the use of the Service. The Client accepts that each Alert may contain certain Account information relating to the Client. The Client authorizes Centenary Bank to send Account-related information, though not specifically requested, if Centenary Bank deems that the same is relevant.

10. Warranty

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

11. Limitation of Liability

Without limitation to the other provisions of these Terms and Conditions, Centenary Bank, its employees, agents or contractors, shall not be liable 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 Centenary Bank 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 cellular service provider and Centenary Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Illegal or improper use of the Service by the Authorized

User or any other person shall render the Authorized User liable for payment of financial charges as decided by Centenary Bank and/or will result in suspension of the Service to the Client.

The Client and the Authorized User are solely responsible for protecting any password given by Centenary Bank for the use of the Service. Centenary Bank will not be liable for any unauthorized use of any password(s) given to any Authorized User 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 Centenary Bank; error, default, delay or inability of Centenary Bank to act on all or any of the instructions; and loss of any information/instructions in transmission. Centenary Bank shall not be liable for the oversight on part of the Client to update itself with the products which are provided through the Service.

12. Indemnity

In consideration of Centenary Bank providing the Service, the Client agrees to indemnify and keep Centenary Bank safe and harmless from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which Centenary Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the Service.

Centenary Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole 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 Clients acknowledgement and acceptance of the fees. The Client may at any time discontinue or unsubscribe from the Service. The Client shall be liable for payment of airtime or other charges which may be levied by any cellular service provider in connection with the Service and Centenary 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 of the Client. The Customer shall be required to refer to the schedule of fees.

13. 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 15 days to Centenary Bank. The Client will remain responsible for any transactions originating from a Mobile Phone Number through the Service prior to the conclusion of the aforementioned 15 days.

Centenary Bank 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. Centenary Bank may, without prior notice, suspend the Service at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Service or if the Customer has breached these Terms and Conditions or Centenary Bank 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.

The closure of the Accounts and/or termination of the **CenteMobile Services** by the Client will automatically terminate the Service.

14. Notices

Centenary bank and the Client 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 Centenary Bank at its Operations office at Centenary Bank, Mapeera House, Kampala Road.

In addition, Centenary Bank may also publish notice of general nature regarding the Service, which are applicable to all Clients. Such notice will be deemed to have been served individually to each Client.

15. 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 Uganda and shall be governed by the Laws of Uganda. Centenary Bank accepts no liability whatsoever, direct or indirect for noncompliance with the laws of any country other than that of Uganda.

Signature/Date:

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For more information, contact your nearest Centenary Bank Branch