

## ADDITIONAL ACCOUNT OPENING FORM - BUSINESS DEBIT CARD ACCOUNT

### BUSINESS DETAILS - SME APPLICANT

Date:          
D D M M Y Y Y Y

Branch \_\_\_\_\_

### APPLICANT PARTICULARS

Entity's Name \_\_\_\_\_

Registered Office \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel: \_\_\_\_\_ / \_\_\_\_\_

Email \_\_\_\_\_

Main Line of Business ( Please Tick Box?)    Trading     Manufacturing     Services     Other  \_\_\_\_\_

Master No.

### ACCOUNT INFORMATION

Account Name (Similar to Account held with the Bank)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Account Number

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<input type="text"/>	<input type="text"/>	0	2	5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	1
<input type="text"/>	<input type="text"/>	0	2	5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	2
<input type="text"/>	<input type="text"/>	0	2	5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	3
<input type="text"/>	<input type="text"/>	0	2	5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	4

### OTHER ACCOUNT INFORMATION

Reason and purpose for opening account at Standard Chartered Bank.

New Visa Business Platinum Card

Replacement Visa Business Platinum Card

### ACCOUNT STATEMENT

Account Statement is to be sent **monthly** and commencing date to be arranged by the Bank, unless specified below: Other

Frequency:                       Daily     Weekly     Quarterly     Half Yearly     Yearly

Email Address (for receipt of e-statement):

\_\_\_\_\_

\* subject to additional terms and conditions



## TERMS AND CONDITIONS

The following terms and conditions shall govern Standard Chartered Bank Uganda Limited Visa Business Platinum services:

### 1.0 Definitions

- 1.1 "Enterprise/Organisation" means the corporate entity on whose account and mandate the Visa Business Platinum Card is issued.
- 1.2 "Account" means the Bank account held with SCB specified in the name of the Enterprise/Organisation of the Cardholder(s); the number of which is/ or shall be specified in the application form for the card(s) and communicated to the Card holder(s) as appropriate.
- 1.3 "Account Currency": means the currency in which the account is denominated
- 1.4 "Bank" or "SCB": means Standard Chartered Bank Uganda Limited
- 1.5 "Card": means Standard Chartered Bank Uganda Limited Visa Business Platinum Card, including any renewal or replacement card thereof.
- 1.6 "Cardholder": means the person having authority to operate the Account in accordance with the Bank mandate in respect thereof.
- 1.7 "BOU": means Bank of Uganda
- 1.8 "PIN": means the Personal Identification Number issued to the Cardholder from time to time for use with the card
- 1.9 "Transaction": Means any cash withdrawal or payment made using the card, or any refund arising in connection with the use of the card in any authorised manner for debit or credit into the account.
- 1.10 "We": means Standard Chartered Bank (U) Limited which shall also be expressed as 'us' and 'our' in this document
- 1.11 "You": means the corporate entity and or the cardholder and any person that requested the bank to issue a card.
- 1.12 "Charge back" means cost incurred by the bank to process customer dispute of the card(s) transaction

### 2.0 "SCB Visa Business Platinum Card"

By using SCB Business Platinum Card, you unconditionally agree to be bound by the laws, rules, regulations and official issuances applicable on the matter now existing or which may hereinafter be enacted, issued or enforced. These terms and conditions comprise the agreement between SCB and the Cardholder in connection with the Cardholder's Visa Business Platinum Card.

- 2.1 We will give you a card to use either to get cash from cash machines (ATMs) or to make payments at Visa approved POS terminals or online. You must sign your card and change your PIN to a new PIN of your choice as soon as you receive it and follow any instruction that we give about using your card and keeping it safe
- 2.2 The card may be used to pay for goods or services or for any other purposes we allow from time to time.
- 2.3 The card must not be used for any unlawful transactions including goods and /or services prohibited by the laws of the Republic of Uganda or in respect of terrorist activity and /or money laundering
- 2.4 SCB may refuse to authorise use of the card if:
- (a) The transaction exceeds your cardholder limit or if your aggregate spend exceeds your daily spending limit; or
  - (b) the transaction does not comply with any applicable terms from time to time.

- 2.5 All transactions will be shown on your monthly account statements.
- 2.6 We will convert all overseas transactions into US dollar currency using the prevailing exchange rate and will factor in commission on the amount of the transaction
- 2.7 The Cards belong to SCB and SCB reserves the right to ask you to return them to us and/or ask others to hold on to them for us at any time
- 2.8 Any establishment may ask us for authorisation before accepting payment by your card. We may decide not to give our authorisation if:
- a.) Your card has been reported lost or stolen, or we have reason to suspect it is lost or stolen.
  - b.) You have defaulted on any part of this agreement
- 2.9 You must take all available precaution to prevent the card and PIN from being used fraudulently or else you shall be liable for any losses due to us. These include but are not limited to:
- (a.) Not signing the card as soon as it is received;
  - (b.) Not allowing anyone else to use the card;
  - (c.) Not interfering with the magnetic stripe or any other security features on the card ( including proximity to mobile phone.)
  - (d.) Not disclosing the card number except when properly using the card;
  - (e.) Destroying any notification of your PIN;
  - (f.) Not writing down or recording in any format your PIN or disclosing it to anyone else including the police and /or Bank officials;
  - (g.) For purposes of protecting and securing e-banking, mobile banking services and wireless banking, we advise you to:
    - (i) not to allow anyone else to use your card, know your PIN or any other security information;
    - (ii) to memorize your PIN and other security information and destroy the notification immediately;
    - (iii) not to write down your PIN or password;
    - (iv) not to keep a record of your PIN or Password together with your card;
    - (v) not to use easy-to-guess dates, numbers or passwords such as your passport number or birthday as the PIN or password; and
    - (vi) to change your PIN or password regularly.
  - (g.) Complying with any other reasonable instructions we issue regarding keeping the card, card number or any PIN safe.

### 3.0 Cardholder's Responsibility

- 3.1 You undertake to be absolutely responsible for safe guarding your PIN and under no circumstance shall you disclose any or all of these to any person. The Cardholder undertakes to ensure the secrecy of his or her PIN by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than the Cardholder.
- 3.2 The Bank is expressly exempted from any liability as regards unauthorised access to cardholders account and/or data as contained in the bank's records via Visa Business Platinum, which arises as a result of inability and /or otherwise of the Cardholder to safe guard his/her PIN
- 3.3 The Bank is further relieved of any liability as regards breach of duty of secrecy arising out of Cardholder's inability to scrupulously observe and implement the provision of this Agreement and other unauthorised access to the Cardholder's account via the Business Platinum Card.

3.4 The Cardholder's PIN must be changed immediately if it becomes known to anyone else and therefore the Cardholder is under a duty to notify the Bank whenever his/her PIN has become known to another person

3.5 Risk of fraud due to internet usage is high. The cardholder shall therefore ensure that card details (especially pin number) are not disclosed during internet transactions. Card number should only be provided to secure sites to avoid risk of cloning.

3.6 The card holder should not hold the bank liable, responsible or accountable in any way whatsoever for any loss, injury or damage arising out of the use of the card at Visa access points or on the internet

3.7 The cardholder shall be responsible for any fraud loss, loss and /or liability to the bank or third party arising from usage of the Cardholder's PIN by a third party and other unauthorised access. Accordingly the bank shall not be responsible for any fraud that arises from usage of the Cardholder's PIN.

3.8 Under no circumstance will the bank be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure, even if the bank or its representative(s) thereof are advised of the possibility of such damages or losses.

#### 4.0 Fees, Charges and Commission

The Cardholder shall be charged fees by the Bank in accordance with the Bank's schedule of fees and charges regarding your Business Platinum account. For each cash withdrawal made at cash machines other than SCB's the Bank will charge to your account the applicable transaction fee. A card issuance fee is applicable to your account. Replacement cost of lost, stolen or renewal cards would be charged to your account as applicable. Once you report your card is stolen, we will ensure your account is temporarily blocked in order to prevent unauthorised usage. We will apply a service charge for this.

4.1 Cost of processing disputed transaction 'chargeback' claims for Cardholders from the Visa Global Services Centre will be charged to the customers account.

4.2 You shall bear the cost incurred by us in course of printing the Business Platinum Card, your use of the card, including the periodic subscription fee.

4.3 The cost of initiation and settlement of any dispute, which arise as a result of your use of the card, shall be borne by you.

4.4 An administrative fee per month is applicable where there is no interest charge.

Details of these and any other changes thereof will be included in the bank Tariff Guide. Please request for this at any of our branches

#### 5.0 Restrictions

5.1 The bank may in its absolute discretion restrict use of the card by the Cardholder for any good reason or no reason whatsoever OR may refuse to approve particular transactions.

5.2 The bank may cancel or suspend your right to use the card for any or all purposes; or refuse to replace any card without prior notice to you. This agreement will be deemed to continue to subsist even if we do any of the above.

5.3 We will not be liable to you:

- (a) for refusal on our part to authorize transaction;
- (b) or any loss or damage you may suffer as a result of the above;
- (c) if your card is used after you have failed to report a lost or stolen card to us immediately;
- (e) if your card is misused due to negligence on your part.

#### 6.0 Information Feedback from Cardholder 6.1

The Cardholder to Notify us:

- (a). Immediately your card is lost or stolen or you think that the card may be misused or the PIN is disclosed to any unauthorised persons or suspected to have been compromised;
- (b). If your statement includes an item which you think is wrong;
- (c). Immediately you change your name and address.

6.2 You can contact us at our branches during business hours or at SCB Call Centre via email: Ug.Service@sc.com or telephone no. 0200524600 / 0313294600 PROVIDED that you will be required to confirm in writing within 5 working days any verbal information, which you have already given us. You must give us all the information you have about the loss, theft or misuse of a card or the PIN, and any other information we think will be useful. We may give the police any information we think will be useful. If you find Cards which you reported lost, stolen or at risk of misuse, you must not use them. You must cut them in half and return to us immediately.

#### 7.0 Liability of Use of Lost/Stolen Card

7.1 You shall be liable:

- (a). if your card is lost, stolen or misused by someone who obtained it due to your negligence; you will be liable for all amounts transacted on your account and losses incurred accordingly.
- (b). If it is misused with your permission you will be liable for all losses;
- (c). If the card has been fraudulently used before you report the loss, or in a manner that suggests some form of compromise, the cardholder shall be liable for the losses and/or prosecution;
- (d). The Bank shall not be liable for consequences that arise as a result of disclosure to any party arising out of transaction instruction;
- (e). The cardholder should not hold the Bank liable, accountable or responsible in any way whatsoever for any loss, injury or damage howsoever arising out of the use of the Visa Business Platinum Card access points.

7.2 If the card is lost or stolen or liable to be misused or someone else may have discovered the PIN, you must tell us immediately via the modes stated in (6) above.

7.3 We will then take steps to stop use of the cards and, where appropriate, any additional card on your account. You must, if we ask you to, cut the card in half and return it together with any additional card on your account.

7.4 You must cooperate with us and the police in our efforts to recover the card if it has been lost or stolen. If you recover it you must not use it but should cut the card in half and return the card to us. You must report any loss or theft of the card to the police, and if we ask, obtain a crime reference number and notify us.

#### 8.0 Limitation of Liability

8.1 Until you notify us under condition (6) above that your card is lost, stolen or at risk of being misused you shall be liable for transactions up to sixty (60) minutes after receipt of the notification.

8.2 If someone uses a card obtained from you with your permission, you will be liable for all the transactions, which took place prior to your notifying us that there is danger of the card being misused.

8.3 You will not be liable for losses to us for transactions that may take place after sixty (60) minutes after you have notified us that your card is lost or stolen or is in danger of being misused etc.

8.4 If we are unable to debit your account because the account has been closed or for any other reason beyond our control, you will still be liable to pay us for all transactions.

8.7 We will not be liable to you if we cannot carry out our responsibilities under this agreement as a result of anything that we cannot reasonably control. This includes but is not limited to:

- (a). any machine failing to work, and
(b). Industrial disputes, natural disasters, or acts of God

9.0 Claim and Refunds

9.1 We will credit your account with us with a refund for a transaction if the retailer asks us to or if you notify us that a transaction with retailer has been incorrectly debited to your account. You cannot use a claim you may have against someone else to make claim against us, or refuse to accept transactions in your account, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.

10.0 Variation

10.1 We may change the terms of this Agreement, including our charges upon notification to you about the market change. Changes will normally arise from changes in market conditions, changes in cost of providing the services to you, changes in legal or other requirements affecting us or for any other good reason.

10.2 We may introduce a charge for any service provided under or in connection with this agreement.

10.3 We will notify you about any changes by:

- (a) Advertising in the press; or
(b) Putting messages in your statements or;
(c) Sending you separate written notice
(d) Sending you email/sms

Most changes will be implemented at least 14 days after we notify you about them to give you sufficient time to consider whether you wish to continue with the service.

11.0 Termination

This agreement will lapse if either of us gives a 1 (one) month prior written notice to the other to that effect and you have returned all Cards and made all payments due under this Agreement PROVIDED that the Bank reserves the right to terminate this agreement without thirty (30) days prior written notice for any reason and /or no reason whatsoever including but not limited to your failure to observe the terms of this agreement. We may give you replacement Cards from time to time until this agreement comes to an end.

12.0 Additional Cardholders

12.1 An enterprise/organisation that wishes to have additional cards issued on their account must sign mandates authorising the use of the account by the additional Cardholder(s). The additional Cardholder(s) must also sign the same mandate.

12.2 An enterprise/organisation wishing to have an additional Cardholder on their account subsequent to opening and operating the domiciliary account for Visa Business Electron product must fill the additional Cardholder's information on the prescribed application form, which shall be signed by the additional Cardholder supported by all the authorised signatories to the account.

13.0 Disclaimer

13.1 The Cardholder expressly understands and agrees that uses of the service is at his sole risk. The service is provided on an 'as is' and 'as available' basis. The Bank expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of infringement.

13.2 The Bank makes no warranty that:

- (a) The service will meet Cardholder's requirements
(b) The service will be uninterrupted, timely, secure, or error free

- (c) The results that may be obtained from the use of the service will be accurate and reliable
(d) The quality of any products, services, information or other material purchased or obtained by the Cardholder through the service will meet your expectations, and;
(e) Any errors in technology will be corrected.

14.0 General

14.1 We do not warrant that services and benefits, which we provide outside the terms of this agreement, will always be available. We may reserve the right to withdraw or vary these services or benefits at anytime without giving you notice.

14.2 We will charge you for any losses or costs we have to pay if you breach this agreement.

14.3 We will charge you for replacement cards requested by you on notification in cases of lost or stolen cards.

14.4 This agreement is governed by the laws of the Republic of Uganda including laws pertaining to money laundering, BOU regulations and guidelines and other applicable statutory bodies in Uganda.

14.5 We do not accept liability if we cannot provide any part of our service for a reason beyond our control (for example, industrial action, failure of power supplies or equipment). If we cannot produce or send statements for any reason beyond our control, or you do not receive any statement, your responsibilities under the agreement will continue.

14.6 If your name or address changes you must notify us in writing within a reasonable time.

14.7 Non-enforcement of any conditions of this agreement, or delay in enforcement of any conditions, will not prevent the Bank from enforcing the conditions at a later date.

14.8 For security, we may record phone calls between you and us. We may do this to make sure we are providing high quality service and following your instructions correctly.

14.9 Your application will be subject to SCB internal regulatory processes and reviews, which may require you to provide further confirmation on documents. We reserve the right to accept or reject your application

15.0 Cancellation of Cards

- a) The Cardholder(s) may at any time cancel his/her Card by returning it to the Bank.
b) The Bank may at any time cancel a Card without notice, assigning any reason and without incurring any cost to the Cardholder(s).
c) The Cardholder(s) must not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given.

Declaration

Having read and understood the above Standard Chartered Bank (U) Limited Terms and Conditions, [insert name of company below]

.....

hereby consent to be bound accordingly as evidenced by company's authorised signatories signing below.

I/ We declare that I/ We will continue to be bound by the General Account Terms set up in the initial account opening documentation and any amendments therein.

Authorised Signatory(ies):

- 1.....Date:.....
2.....Date:.....
3.....Date:.....
4.....Date:.....