EXIM BANK (UGANDA) LIMITED -USSD Banking Terms & Conditions

Effective Date: 16th November 2024.

These Terms and Conditions ("Terms") govern the use of the Unstructured Supplementary Service Data (USSD) banking service (the "Service") offered by Exim Bank (Uganda) Limited ("the Bank"). By accessing or using the USSD code ***298#** you agree to be bound by these Terms. Please read them carefully.

1. Definition of terms
   "Account" means your bank account(s) maintained with Exim Bank (Uganda) Limited.
   "Customer" / "You" / "Your" means any person who is registered to use the USSD service.
   "PIN" means a Personal Identification Number used to access the USSD service.
   "Service" means the Exim Bank USSD banking service accessible via mobile phone using the Bank's designated short code.
   "Mobile Network Operator (MNO)" means any telecommunications service provider licensed in Uganda whose network the Bank uses to provide the USSD service.
   "Transaction" means any activity performed using the USSD service, including but not limited to balance enquiries, airtime purchases, funds transfers, bill payments, or mini statements.

2. **Eligibility and Registration**
   2.1. The Service is available to all Exim Bank (Uganda) Limited customers with active accounts and valid mobile phone numbers registered with the Bank.
   2.2. Registration shall be done through:
      2.2.1. Self-registration via the USSD menu, or
      2.2.2 At any Exim Bank branch
   2.3. The Customer must ensure that the mobile number used is duly registered in their name with the respective MNO.
3. **Use of the Service**
   3.1. The Service may be accessed by dialing *298# on your registered mobile phone.
   3.2. The Service shall allow you to perform available banking transactions as communicated by the Bank from time to time.
   3.3. The Bank reserves the right to modify, expand, or restrict the scope of the Service.

3.4. The Customer shall ensure that all instructions given via the Service are accurate and complete.

3.5. Transactions initiated using your credentials shall be deemed to have been authorized by you.

4. **Security and Authentication**

4.1. The Customer shall be required to set a confidential PIN during registration.

4.2. The Customer shall:

4.2.1 Keep their PIN secret and not disclose it to any third party;

4.2.2 Take all reasonable precautions to prevent unauthorized use of the Service;

4.2.3 Immediately report to the Bank any suspected compromise or unauthorized access.

4.2.4 The Bank shall not be liable for any loss arising from unauthorized access or misuse of the Service resulting from the Customer's negligence.

4.2.5 The Bank may block, suspend, or deactivate access to the Service if fraud, security breaches, or suspicious activity is detected or reported.

5. **Fees and Charges**

5.1. The Bank and/or the MNO may levy transaction fees or service charges for use of the USSD service as per the tariff guide.

5.2. Applicable fees shall be communicated through branch notices, SMS, or the Bank's website.

5.3. By using the Service, you consent to such fees being automatically deducted from your account.

6. **Customer Responsibilities**

The Customer agrees to:

6.1. Use the Service only for lawful purposes.

6.2. Ensure sufficient account balance before initiating transactions.

6.3. Verify all details before confirming a transaction.

6.4. Keep mobile devices secure and free from malware or unauthorized applications.

6.5. Notify the Bank immediately in case of:

6.5.1 Loss of the registered mobile phone or SIM card;

6.5.2 Suspected fraudulent activity.

7. **Bank's Responsibilities and Liability**

7.1. The Bank shall use reasonable care and skill to provide the Service.

7.2. The Bank does not guarantee:

7.2.1 Continuous availability of the Service, or

7.2.2 That the Service will be error-free or immune to network interruptions.

7.3 The Bank shall not be liable for:

7.3.1 Any loss or damage arising from failure, delay, or interruption of the Service due to network or system downtime;

7.3.2 Any unauthorized transaction where the Bank has acted in accordance with instructions received via your registered credentials;

7.3.3 Any indirect, consequential, or incidental losses.

8. **Mobile Network Operator (MNO) Responsibility**

8.1. The MNO provides the USSD channel and is responsible for network availability and quality of service.

8.2. The Bank shall not be responsible for any failure or delay caused by the MNO's network.

9. **Transaction Limits**

9.1. The Bank may impose transaction limits (daily, per transaction, or cumulative) for security and regulatory purposes.

DAILY TRANSACTION LIMIT	TRANSACTION LIMIT VALUE	DAILY LIMIT VALUE
DAILY_OAT_LIMIT	5,000,000	30,000,000
DAILY_IAT_LIMIT	5,000,000	30,000,000
DAILY_AIRTIME_MTN_LIMIT	50,000	200,000
DAILY_AIRTIME_AIRTEL_LIMIT	50,000	200,000
DAILY_B2C_MTN_LIMIT	2,000,000	5,000,000
DAILY_B2C_AIRTEL_LIMIT	2,000,000	5,000,000
DAILY COUNTER LIMITS	NO ALLOWED	
DAILY_COUNTER_OAT_LIMIT	does not cross daily 30M limit	
DAILY_COUNTER_IAT_LIMIT	does not cross daily 30M limit	
DAILY_COUNTER_AIRTIME_MTN_LIMIT	does not cross daily 200,000 limit	
DAILY_COUNTER_AIRTIME_AIRTEL_LIMIT	does not cross daily 200,000 limit	
DAILY_COUNTER_B2C_MTN_LIMIT	does not cross daily 5,000,000 limit	
DAILY_COUNTER_B2C_AIRTEL_LIMIT	does not cross daily 5,000,000 limit	
PER TRANSACTION LIMITS	MIN	MAX
MTN_TOP_UP	1,000	50,000
AIRTEL_TOP_UP	1,000	50,000
MTN_B2C_	5,000	2,000,000
AIRTEL_B2C	5,000	2,000,000
MTN_C2B	5,000	As per telecom C2B tariff
AIRTEL_C2B	5,000	As per telecom C2B tariff
FUNDS TRANSFER	10,000	5,000,000

9.2. These limits may be reviewed from time to time without prior notice.

10. **Privacy and Data Protection**

10.1 The Bank shall collect, store, and process personal data in accordance with applicable data protection laws of Uganda.

10.2 The Bank may share customer data with:

10.2.1. Regulatory authorities (as required by law);

10.2.2. The MNO (to facilitate service delivery);
10.2.3. Third-party service providers under confidentiality agreements.
10.2.4. The Bank shall take reasonable measures to protect customer information from unauthorized access or disclosure.
10.2.5. For more details, refer to the Bank's privacy policy posted on the website www.eximbank-ug.com

11. **Indemnity and Liability**

11.1 The Customer agrees to indemnify and hold harmless the Bank against all claims, damages, losses, or expenses arising out of their use or misuse of the Service, including any breach of these Terms

The Mobile Banking services is provided "as is" and as available. The Bank does not warrant that the service will be uninterrupted or free of error.

12. **Amendment of Terms**

The Bank reserves the right to amend these Terms at any time. Any amendments shall take effect upon publication of a 30-day notice on the Bank's website or through other communication channels. Continued use of the Service shall constitute acceptance of such amendments.

13. **Termination**

The customer may terminate use of services at any time by notifying the Bank in writing or visiting the branch

The Bank may terminate or suspend use of services without prior notice if there is an alert or report of suspicious or fraudulent activity or breach of the terms.

14. **Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the Republic of Uganda.

15. **Customer Support**

For any inquiries, complaints, or reports of suspicious activity, please contact:

Exim Bank (Uganda) Limited
Head Office: Plot 6 Hannington Road Kampala or any branch
Tel: +256312320400
Email: customer.service@eximbnk-ug.com

Exim Bank (Uganda) Limited is regulated by Bank of Uganda

Customer Deposits are Protected by the Deposit Protection Fund (DPF) Up to Ugx 10 million. Terms & Conditions Apply.