

## LUF ATM CARDS TERMS AND CONDITIONS

### 1. Definitions

a) "Account" means in relation to a Card any account(s) held by the Card Holder with the MFI, either solely in the name of the Card Holder or jointly with other account holders, designated by the MFI at the request of the Card Holder to be the eligible account(s) for performing a Transaction for the Card and to which all amounts due from the Card Holder for the Card are to be debited provided that where the Account is a joint account(s) all the Account holders of the joint account(s) must complete and execute the Application Form;

(b) "Application Form" means the Application Form for the Card or the request made in the Application completed by the Customer in respect to the establishment and operation of an Account;

(c) "ATM" means any Automated Teller Machine whether in Rwanda or worldwide, acquired by the MFI or any other financial institution other than the MFI perform

(d) "The MFI" means LOLC UNGUKA FINANCE Plc ;

(e) "Card" means the Debit Card issued by the MFI at the request of and in the name of the Card Holder for use in connection with debit card services.

(f) "Card Holder" means a person (being an individual or a body corporate) to whom a Card has been issued and whose name appears on it;

(g) "Shared Network Partner" means any body with which the MFI enters into an arrangement, generally refers to an interoperable/ a shared Network of Cards terminals under a single Brand, it can be domestic, regional or international. ATM Network includes but not limited to Smart Cash, VISA, Mastercard.

(e) "Cards Terminals", an ATM or a POS

(g) "Merchant Establishment" means an establishment/ a Business wherever located which accepts the Card as a tool for Payment, it includes but not be limited to stores, shops restaurants, hotels or airline organizations which display the MFI's logo or a Shared Network Partner's logo as a sign of acceptance of the Card and at which a POS Terminal has been installed;

(h) "PIN" means in relation to a Card Holder, the personal identification number required to gain access via an ATM or POS Terminal to performperform a Transaction;

(i) "POS Terminal" means a point of sales terminal installed at a Merchant Establishment capable of processing a Transaction.

perform

(k) "Transaction" means any transaction performed by use of the Card in accordance with these Terms and Conditions.

## **2. ATM Usage**

(a) the Card may be used at any ATM for the following Transactions:

(i) to perform a debit from the Account by requesting an ATM withdrawal of cash, any such debit materializes immediately;

(iii) to inquire the display of the actual balance of the Account on the ATM;

and

(v) such other Transaction as may from time to time be made available by the MFI to the Card Holder including top-up of mobile phone airtime and transfer of funds between accounts.

(b) all withdrawals of cash from ATMs for each Card shall be subject to the daily cash withdrawal limit as notified from time to time by the MFI as well as subject to sufficient funds being held in the Account. The Card Holder agrees not to attempt to perform a withdrawal of cash unless a sufficient balance of funds is available in the Account.

(c) the MFI may, at its discretion, reserve a certain minimum amount to be maintained in the Account, below which a withdrawal Transaction will not be allowed, even if sufficient funds are available in the Account to allow the Transaction.

(d) in the absence of manifest error, the MFI's records as to any Transaction or its consequences shall be conclusive.

(e) when a Card Holder completes a Transaction through an ATM, s/he can opt to receive a printed Transaction record. However or not,

(h) the Card Holder is advised to retain the record of a Transaction generated by the ATM.

## **3. Merchant Establishment Usage**

(a) the Card may be utilized at any Merchant Establishment. The Card is for electronic payment use only.

(b) once authenticated and approved, the Transaction is complete and a Transaction print out shall be generated at the POS Terminal for acknowledgement by the Card Holder.

(c) the Card Holder is also advised to check the Transaction details before taking delivery of the items purchased and/or services provided and leaving the counter of the Merchant Establishment.

(d) once the Card is read and verified and the Transaction approved, the Account shall be debited with the full value of the Transaction immediately.

(e) the MFI shall not accept responsibility for any arrangement or negotiations the Card Holder may have with the Merchant Establishment including but not limited to the nature or quality of the goods supplied and/or services provided or any representations or warranties made by the Merchant Establishment. Should the Card Holder have any complaint concerning any Merchant Establishment as to the merchantability or quality of goods supplied and/or services provided, such complaint shall be resolved by the Card Holder directly with the Merchant Establishment. Failure to do so however shall not relieve the Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) of any obligations to the MFI. The Card Holder is also advised to notify the MFI of any grievances, complaints, or disagreements with a Merchant Establishment immediately.

(f) the MFI does not accept any responsibility for a surcharge levied by any Merchant Establishment.

(g) in case a Card Holder wishes to reverse a completed Transaction due to an error or on account of return of merchandise by the Card Holder to the Merchant Establishment, the earlier sales receipt issued by the Merchant Establishment must be cancelled by the Merchant Establishment, and a copy of the cancelled receipt must be retained in the Card Holder's possession. Reversal/refund of debits due to such Transactions shall be processed manually and shall only be made by the MFI upon the MFI's receipt of:

(i) an appropriate refund from the Merchant Establishment, either directly or through the respective Shared Network Partner's settlement process; and

(ii) the cancelled sales slip from the Card Holder.

(h) if the Card holder, or anyone authorized to use the Card, provides a mandate whether such comprises but is not limited to a signed coupon, subscription voucher or telephone instruction or gives the Card number to make a purchase or obtain cash advance, without presenting the Card (such as for mail order, telephone order or internet), the legal effect shall be the same as if the Card was used by the Card Holder and a sales voucher or any other document or cash advance voucher was signed by the Card Holder. The MFI shall debit the Card Account with the full amount of all Card transactions and the Card Holder will be liable to pay the MFI all the amounts so debited whether or not such a voucher or other document is signed by the Card Holder and irrespective of any rights or obligations as between the Merchant Establishment and the Card Holder.

#### **4. Loss or Theft of ATM card**

A Card Holder must exercise all due care and attention to ensure the safety of the Card and the secrecy of the PIN at all times and prevent the loss of and/or the use of the Card or PIN by any third party. A Card Holder must not disclose their PIN to anyone in any circumstances. If a Card is lost or stolen or if a PIN is disclosed to any unauthorized person, the Card Holder must immediately notify the MFI of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The Card Holder (and in case of a Card issued in respect of a joint Account

all joint Account holders jointly and severally) shall be liable in respect of any Transaction undertaken prior to receipt by the MFI of notification in writing of such loss, theft or disclosure of the Card or the PIN (as the case may be).

## **5. Fees and service charges**

In respect of each Card Holder the MFI shall be entitled at its sole and absolute discretion to charge and debit from the Account such fees and charges as it may from time to time notify the Card Holder including but not limited to an initial Card issuance fee, a Card renewal and/or replacement fee, a service fee for an amount to be prescribed by the MFI from time to time for the use of the Card and a charge for undertaking such Transactions as may from time to time be specified by the MFI. Any failure however by the MFI to so notify the Card Holder shall not prejudice in any way howsoever the recovery by the MFI of such fees and charges from the Card Holder (and in case of a Card issued in respect of a joint Account any of the joint Account holders). If the Card is utilized at ATMs belonging to Shared Network Partners of the MFI, a service fee may be charged by the operator and/or an automated transfer network for undertaking the Transaction.

## **6. Personal Identification Number**

To enable the Card Holder to utilize the Card, a PIN shall be issued to the Card Holder. The PIN shall be generated personally by the Card Holder through own acquired MFI Card's terminals (ATM or POS) at any of the MFI Branch. This PIN may be changed by the Card Holder at his/her own risk at any acquired Terminal. The security of the PIN is important and must be maintained by the Card Holder at all times.

The Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) may incur liability for unauthorized use of the Card and any instruction given by means of the Card and the PIN, whether in conjunction or independently, may be deemed by the MFI at its sole and absolute discretion to be instructions given by the Card Holder. The Card Holder must ensure that s/he does not reveal the PIN to any third party and takes adequate precautions to prevent anyone else seeing his/her PIN being entered in at an ATM or POS Terminal. It is recommended that the Card Holder memorize his/her PIN and then destroy any record of it.

## **7. PIN SECURITY**

The Card Holder shall:

- (a) not expose the PIN to anyone including but not limited to another Card Holder, a family member or friend;
- (b) take precaution to prevent anyone else seeing the PIN while being entered in an ATM or POS Terminal;
- (c) not write or indicate the PIN on the Card or elsewhere, even if it is disguised; and
- (d) commit the PIN to memory and destroy any record thereof.

## **8 REPLACEMENT OF A CARD**

The Card Holder must not use or attempt to use the Card after any notification of cancellation or withdrawal has been given. On receipt of a written request for replacement of a Card either damaged or lost the MFI after due verification may issue a replacement Card and debit the Account with the appropriate replacement fee applicable .

## **9. TERMINATION**

The Card Holder may discontinue utilizing the Card and the debit card services provided by the MFI at any time by a written notice to the MFI accompanied by the return of the Card cut into two pieces. The Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be liable for all Transactions undertaken by the Card Holder and/or charges incurred up to the receipt, as duly acknowledged by the MFI, of the written notice of termination to the MFI. The MFI shall be entitled to discontinue the debit card services at any time by cancelling the Card without assigning any reason whatsoever upon issuance of 7 days notice, which notice shall be issued either by posting to the Card Holder's address last notified in writing to the MFI or by electronic mail to the Card Holder's electronic mail address as indicated in the Application Form. The notice shall be deemed to have been served upon the Card Holder 7 days after the date of posting or 7 days after the date of sending the electronic mail as the case may be. Upon termination either at the request of the Card Holder or by the MFI, the MFI shall not be required to refund any amounts to the Card Holder and proceed to stop any recurring charges attached to the Card (and in case of a Card issued in respect of a joint Account any of the joint Account holders), whether in respect of prepaid fees or otherwise.

## **10. STATEMENT OF ACCOUNT**

All Transactions undertaken using the Card shall appear in the monthly Account Statement, which Statement shall be subject to the General Terms & Conditions governing the Account.

## **11. GOVERNMENT FEES AND CHARGES**

Any Government duties, rates, taxes or charges as and when levied by the Government or any other competent taxing authority in respect of any Transaction shall be payable by the Card Holder and debited by the MFI to the Account.

## **12. VALIDITY**

The Card is valid up to the last working day of the month indicated on the Card. Terms and Conditions of use of LOLC Unguka Finance Plc Debit Card.

## **13. MULTIPLE ACCOUNTS AND CARDS**

- a) A card is linked to only one account
- b) Multiple cards may be linked to one account
- c) The daily cash withdrawal limit for a Card is in respect to what allocated to the Card;
- d) Where the Account is a joint Account and Cards are issued to more than one or all of the joint Account holders, the withdrawal daily limit on the account is the sum the allocated daily limit of each card attached to the Accountt

## **14. EXPENSES OF ENFORCEMENT**

A Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be liable to indemnify the MFI (on a full and unqualified indemnity basis) in respect of any and all expenses incurred by the MFI in enforcing or attempting to enforce these Terms and Conditions or the recovery of any amounts due from a Card Holder to the MFI including all legal fees and court filing fees and disbursements.

## 15. GENERAL

- a) (c) an issued Card shall have a limited validity period, on expiry of which a new Card may be issued by the MFI at its sole and absolute discretion;
- b) the Card is neither a credit card nor a cheque guarantee card and the Card Holder shall not represent the Card as such;
- c) the Account may not be overdrawn by a Card Holder by performing a Transaction;
  
- d) the execution of a Transaction shall be subject to any operating limitations mandated on the Account;
- e) (h) the use of the Card is subject to the rules and regulations of the Shared Network Partners
  - (i) the Card Holder hereby gives consent to the MFI to make inquiries regarding the verification of any information that has been provided by the Card holder in the Application Form; and
  - (ii) (j) the MFI may assign its rights and benefits at any time.

## 16. LIABILITY OF CARD HOLDER AND MFI

(a) a Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be fully liable in respect of each Transaction undertaken by the use of the Card. A Transaction must be carried out in such a way that any confidential information displayed on a POS Terminal is not disclosed to a third party. The MFI shall not be liable for any disclosure to any third party arising out of performing of a Transaction;

(b) a Card Holder (and in case of a Card issued in respect of a joint Account any of the joint Account holders) shall not hold the MFI liable, responsible or accountable in any way whatsoever for any inability to make a cash withdrawal due to lack of funds at the ATM where the Transaction is being processed;

(c) the MFI shall not be liable for the refusal or inability of any Merchant Establishment, POS Terminal or ATM to accept or honor a Card or to complete a Transaction or for the retention of a Card by an ATM or POS Terminal; and

(d) the MFI shall not be liable for any loss incurred as a result of malfunction of an ATM or POS Terminal.

## 17. CIRCUMSTANCES BEYOND THE CONTROL OF THE MFI

(a) the MFI shall bear no liability for inability to perform its obligations with regard to the ATM operations due to anything whatsoever outside the control of the MFI; and

(b) the MFI shall not be liable if it is unable to perform its obligations due (directly or indirectly) to but not limited to the failure of any machine, data processing system or transmissions link or to industrial dispute, strikes, lockdowns, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, storms, flood, civil disturbances, terrorisms, governmental regulations and directions and anything outside the direct control of the MFI, its agents or sub contractors.

## **18. AMENDMENT**

(a) these Terms and Conditions may be amended, modified and/or replaced in whole or in part at any time by the MFI in its sole and absolute discretion. The MFI will give a 30 days' notice to the Card Holder of any such amendments, modifications and/or replacements and;

(b) upon any such amendment, modification and/or replacement of these Terms and Conditions by the MFI any subsequent use of the Card shall be deemed to constitute acceptance of such amendments, modifications and/or replacements.

## **19. LAW**

The Terms and Conditions shall be construed and the provision of the Card shall be regulated exclusively in accordance with the laws of the Republic of Rwanda and the Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders) agree to submit to the non-exclusive jurisdiction of the High Court of Rwanda.

**Date:**

**Customer name and signature:**