

1. INTRODUCTION

This Agreement sets out the complete terms and conditions (hereinafter called “the Terms and conditions”) which shall be applicable to your Swanair Travel & Tour Travel Wallet Account opened by You. Your participation in the Travel Wallet will be governed by these Rules, and it is your responsibility to read and understand all of them. These Rules cannot be superseded or changed, except expressly in writing from Swanair Travel &Tour, or any of its affiliates.

- 1.1. These Terms and Conditions govern your use of the Swanair Travel & Tours Travel Wallet and the travel credits in your Travel Wallet account. When you use Travel Wallet or receive travel credits to a Travel Wallet, these terms and conditions will become a contract between you and Swanair Travel & Tours.
- 1.2. Swanair Travel & Tours may need to change these terms and conditions from time to time and will act reasonably in making any changes. Any changes will be published on the Swanair Travel & Tours website. The terms and conditions and any amendments or variations thereto take effect on their date of publication

2. OUR SERVICE STANDARD.

We will use reasonable care and skill when providing you with the Account and / or Service.

3. ABOUT THE WALLET.

3.1. What’s a Swanair Travel Wallet Account?

The Swanair Travel wallet is a savings option for foreseeable future travel and vacations. It is an exciting and rewarding way to accomplish your goal of traveling the world and visiting your dream destinations. The savings option is designed for travel enthusiasts, first time travelers and planners. It enables travellers to prepare by saving for their travel and have priority access to timely good travel deals and promotions.

3.2. How the Travel Wallet Account will operate.

- Contact the Swanair team
- Receive and fill out an onboarding form
- Consult with the team for guidance, if any.
- Open a travel wallet account with Swanair
- Start depositing (any amount)
- Travel Card issued with account number
- Continual remittances to your travel account
- Updates shared every time you make a transaction on the account

4. COMMUNICATIONS, INSTRUCTIONS AND INFORMATION

4.1. Communications from us

We will communicate with you, using your details in our records. We may communicate with you any Account statement, confirmation, correspondence, notice or other communication through the following methods:

- a) verbally or delivered in person by our staff;
- b) by post, fax or email;
- c) by posting on our website or
- d) through other Channels notified by us.

Any communications from us to you will be treated as effectively communicated (unless otherwise stated):

- a) if delivered personally, at the time of delivery;
- b) if sent by fax, at the time shown on the transmission report as being successfully sent;
- c) if sent by email, at the time we send it to your email address;
- d) if posted on our website, at the time we post; and
- e) if sent by other Channels, at the time it is sent.

4.2. Communications from you

Any notice, Instruction, correspondence or other communication you give us will only be effective when we actually receive it. You may communicate with us through the following methods:

- a) by post, fax or email; or
- b) through any other Channel agreed by us.

We may, but are not obliged to, accept Instructions received verbally. We may require your confirmation prior to acting on any verbal Instructions. You agree to bear any risks in sending your Instructions or communications verbally or through any other Channel.

4.3. Instructions from us

You and each Authorised Person must follow our instructions relating to the Account or Service, including any guidance, recommendations or measures described in any documentation we provide to you.

4.4. Instructions from you

You confirm the following:

- (a) Appropriate instructions: Instructions must be complete, clear and accurate and given in writing. Unless we agree otherwise, we may act on incomplete or unclear Instructions if we reasonably believe we can correct or clarify such information

without referring to you or an Authorised Person. We may refuse to act on incomplete or unclear instructions;

(b) Connectivity Channel:

(i) If we receive any Instruction through a Connectivity Channel, we may assume that the Instruction was duly authorised by you and you are bound by any transaction that we initiate in response to that Instruction.

(ii) If we receive information, data or documents as a result of automated selection performed by or through the Connectivity Channel in accordance with pre-selected criteria, we may treat any such information, data or documents as an Instruction that has been given by an Authorised Person; and

(c) Electronic Instructions: Anyone using your Electronic Keys, Client IDs or User IDs will be treated as being authorised by you and any acts taken by such person will be binding on you. We will accept any Instructions transmitted through any Channel as being sent by an Authorised Person. We will be under no obligation to check the authority of the person using any Electronic Key, Client ID, User ID, Digital Certificate or mobile device.

4.5. When can we decline your Instructions?

We may decline to process your Instruction if:

- a) we think the Instruction is unclear, conflicting, incorrect, incomplete or unauthorised;
- b) processing the Instruction would or might cause us to breach our policies or any applicable law;
- c) you fail to comply with our reasonable requests for information, documents or authorisations;
- d) processing it may result in an unauthorised overdraft; or
- e) we have a valid reason for doing so. If we cannot process your Instruction, we will notify you as soon as we can.

4.6. Stopping, reversing or cancelling a transaction

We will try to stop, reverse or cancel a transaction when you ask us to but we will not be responsible if we cannot do so. You agree to pay us for any costs we may incur in trying to stop, reverse or cancel a transaction.

4.7. Information undertakings

You must:

- (a) provide us with all documents, information and authorisations that we reasonably request for the Account or Service; and
- (b) promptly notify us in writing of any changes in your contact information or of any other information we have on our records. We will require some time to update our

records, after which the updated changes will apply. If we cannot process the requested change(s), we will let you know as soon as we can. We may request you to provide supporting documents to verify the changes

4.8. We are not responsible for certain data transmitted

Where you provide us with any documents, information or data for transmission to third parties, we are not responsible for and have no duty to review such documents, information or data. The same applies where a third party provides any documents, information or data to us for transmission to you.

5. AUTHORITY OF YOUR AUTHORISED PERSONS

5.1. Acts of your Authorised Persons

An Authorised Person will be deemed to have the authority to give Instructions, sign any document and / or perform any act on your behalf, including;

- a) agreeing to, supplementing, restating or varying the terms of the Agreement;
- b) adding, opening, removing, closing, amending or managing any Account or Service;
- c) appointing any User(s); and
- d) appointing any person, representative or agent to act on your behalf or accepting an appointment as an agent for any person.

You are bound by the actions of your Authorised Person.

5.2. Requirements of your Authorised Persons

You confirm the following in relation to your Authorised Persons:

- a) Authorised Persons: you are responsible for and will ensure that your Authorised Persons are given the appropriate authorisation as required by you and that such Authorised Persons act within this authority to use and / or act on your behalf in relation to an Account or a Service;
- b) Comply with requirements: your Authorised Persons understand and comply with all requirements set out in the Agreement (including complying with any security procedures, recommendations or guides we may provide to them);
- c) Change of Authorised Persons: you must notify us in writing immediately if there are changes to your Authorised Persons. Any changes to your Authorised Persons will not be effective until we have updated our records with the change. We may continue to act on the authority of your existing Authorised Persons until our records are updated with the change. If we cannot process the change to your Authorised Persons, we will notify you as soon as we can; and
- d) Liability for Authorised Persons: you acknowledge that you remain liable for all acts and transactions of your Authorised Persons

6. LIABILITY OF THE PARTIES

6.1. Swanair Travel & Safari Liability

We are not liable for any loss that you suffer or incur in connection with:

- a) any Account;
- b) us acting in accordance with the Agreement or complying with any applicable law;
- c) any act or omission on the part of any other member of the Swanair Travel & Safari;
or
- d) any Force Majeure event,

whether the Loss arises out of breach of contract, a tort, under statute or otherwise.

We remain liable for your direct loss caused by any fraud, gross negligence or willful misconduct on our part. We exclude any liability for indirect or consequential Losses or loss of profit whether or not they were foreseeable or likely to occur.

6.2. Your liability

Without limiting the duties, you owe to us at law, you are liable to us and will indemnify us on demand against any loss arising from or incurred by us in connection with:

- a) our providing any Account or Service to you;
- b) you or your Authorised Person not complying with any obligation under the Agreement;
- c) our acting or declining to act on your Instructions;
- d) our making currency conversions in accordance with the Agreement; or
- e) any Tax payable by us on, or calculated by reference to any amount paid or payable by or to you under the Agreement.

This indemnity is independent of your other obligations under the Agreement and survives the termination of your relationship with us.

6.3. Claims against us

You must notify us in writing within six (6) months of becoming aware of any claim you have against us, failing which, you waive all your rights to claim against us.

6.4. Damages/Fees.

If Swanair Travel & Tour or a partner improperly denies an accrual or benefit, liability will not exceed the equivalent value, as determined by Swanair, or the partner as the case may be, of that accrual or benefit. In no event shall Swanair be liable to a member, or anyone acting on the member's behalf, for any direct, indirect or consequential damages, including lost revenue or profits, arising out of the acts or omissions of united in connection with Travel Wallet, or costs or attorneys' fees.

7. THIRD PARTY SERVICE PROVIDERS

7.1. Arrangements with third party service providers

We may engage third party service providers (including payment, clearing or settlement systems, clearing houses, payment intermediaries, financial institutions, mobile wallet

providers and couriers, whether as independent contractors, sub-contractors or agents) in connection with an Account or in providing you with a Service. Our provision of any Account or Service will be dependent on and subject to the performance of such persons.

We may enter into fee and / or information sharing arrangements with third party service providers. We may disclose information relating to you to such persons. If you ask, we will, to the extent permissible, give you details of such arrangements.

7.2.Our liability

We will not be liable for the performance or any act or omission of any such service provider or any of their employees or agents, including any fraud, misconduct, negligence or insolvency on the part of any of them.

7.3.Your liability

You are liable to us and will indemnify us on demand against any Loss arising from or incurred by us engaging any third-party service provider in connection with an Account or in providing you with a Service.

7.4.Fees and / or charges imposed by third party service provider

You must pay any fees and / or charges imposed by any such third-party service provider on you or us for any transaction

8. OUR RECORDS ARE FINAL

Unless there is a material error or omission our records of all Instructions, communications, transactions (including any rate, price or an amount owing to or by you as notified by us) reports, statements or equivalent information, are conclusive.

9. YOU MUST PAY AMOUNTS YOU OWE

9.1.You must pay money you owe us

If we ask you to, you must immediately pay us all amounts you owe us in full and without set off, deduction or counterclaim and in clear and immediately available funds that no third party can claim any right to. Your payments must be in the relevant currency and must be made to the account we specify. Amounts you owe us may include any:

- a) fees, charges, costs, expenses or commissions in relation to a Service or as notified by us; and
- b) Losses we incur in connection with the Agreement or any Account or Service.

9.2.Amounts you may owe other people.

We may be required to deduct certain amounts from your Accounts to pay other parties. These may include:

- a) fees and charges arising from your Tax obligations; and
- b) amounts required to be paid under applicable law.

10. GENERAL COMPLIANCE

In addition to your Regulatory Compliance Statement obligations, the following are applicable to your relationship with us:

10.1. Your general obligation to comply with law

As part of your use of an Account or Service, you must comply with all applicable laws.

10.2. Our general obligation to comply with law

Nothing in the Agreement obliges us to do or omit to do anything if it would or might in our reasonable opinion constitute a breach of any applicable law. If we are served or issued with any court order or any directives issued under law by any Authority, we will act in accordance with them and you must not commence proceedings against us in relation to our actions.

10.3. Intermediaries

If you are an intermediary acting for a third party, you represent to us that you have:

- a) satisfactorily performed all “know-your-customer” and other anti-money laundering activities in accordance with any applicable law and your policies (including verification of the third party’s identity and source of funds and nature of such third party’s transactions); and
- b) appropriate processes to detect and report any suspicious activity involving the third party.

11. TERMINATION AND SUSPENSION

11.1. Termination by either Party

Either party may close an Account or terminate the whole or any part of a Service by giving the other party at least thirty (30) days prior written notice. Any funds in the account at the time of termination will be disbursed to the account holder with immediate effect.

11.2. We may terminate

We may close an Account or terminate the whole or any part of a Service immediately without prior notice to you:

- a) if you breach any term of the Agreement;
- b) if it is or it is likely to become unlawful for either you or us to perform your or our respective obligations under the Agreement;
- c) if complying with the Agreement may cause us to breach our policies or any applicable law upon the occurrence of any circumstance affecting you or the Account or Service, we reasonably consider exceptional; or

11.3. We may suspend

We may immediately suspend your Account or the whole or any part of a Service at any time, including:

- a) to comply with any applicable law;
- b) where we reasonably believe you or someone else has used, or is using or obtaining, or may use or obtain, an Account and / or Service or money illegally or fraudulently (including money laundering, funding terrorism, or tax evasion);
- c) a Force Majeure event is continuing; or
- d) you fail to comply with any part of the Agreement.

If we do and where we are allowed to notify you under applicable laws, we will notify you as soon as we can. We may also remove the suspension at any time or exercise our discretion to act accordingly, including paying funds in your Account to you or to the bank or person which deposited funds into your Account, or seeking directions from the court in relation to the funds in your Account.

11.4. You may suspend

If we receive your request in writing, we will suspend an Account or the whole or any part of a Service. We will require a reasonable amount of time to act on your request.

11.5. Instructions prior to termination or suspension

A party's accrued rights and liabilities, including any Instruction given or any transaction made prior to or at the time of termination or suspension will not be affected by such termination or suspension.

11.6. What happens after termination?

Upon closure of an Account or termination of a Service or a transaction, you must promptly follow our reasonable instructions and certify to us in writing that you have carried out what we have reasonably requested.

Upon closure of the wallet or termination of the service, you will, after furnishing 30 days-notice in writing, have your saved funds disbursed to you immediately.

12. SPECIFIC ACCOUNT TERMS

12.1. Deposits

We will credit money paid into your Account in a currency we accept and in an amount equivalent to the cash deposit. We may charge you for certain methods of payments at rates which we will inform to you. The date the money is received as payment into your Account will depend on current market practice or as per our normal banking practice.

If payment into your Account is made by any method other than a cash deposit, (for example, cheques) or through a domestic or international transfer of funds, we do not have to credit your Account before we actually receive the funds. If we credit your Account before receiving the funds, this is on the condition that we subsequently receive the funds. We will deduct the money from your Account if we do not subsequently receive the funds.

You represent and warrant that you have full legal title to such deposit and accept full responsibility for the authenticity, validity and correctness of signatures, endorsements and particulars appearing on the relevant Payment Instrument.

If a deposit slip contains errors or omissions, we may amend the deposit slip. Our amended version is conclusive for all purposes.

12.2. Withdrawal and Payments

Your travel and tour savings with the travel wallet cannot be withdrawn except for purposes of making bookings for the same or upon termination of the wallet and service all together.

We may not allow you to withdraw money from your Account, and we may not carry out any transaction or any matter relating to your Account if:

- a) your Account is closed or suspended;
- b) it would for any reason breach any applicable law; or
- c) we decline your Instructions in accordance with the Agreement.

12.3. No granting of security over an account

You must remain the owner of all credit balances in your Account (unless we agree and acknowledge otherwise). You should let us know if you want to grant any rights, security or other interest in an Account to any third party. We may decline your request.

12.4. Account statements and your obligation to check

We may send you Account statements, confirmations and advices through the post, an appropriate Channel or by any other method we have agreed with you.

You must check your Account statements, confirmations and advices carefully. You must tell us in writing of any mistakes or unauthorised transactions as soon as possible and no later than thirty (30) days of the document date (or such other period specified in the relevant statement, confirmation or advice). If you fail to do so we may treat them as correct. If you do not receive any Account statements, confirmations or advices from us, please contact us.

13. SAFETY OF TRAVEL WALLET ACCOUNT

13.1. Travel Wallet owners are responsible for the use and safety of their Travel Wallet including all transactions and dealings in connection with their Travel Wallet account. Guests must ensure that they keep their Travel Wallet account number secure and must not share it with others. To access the Wallet and Account, Swanair Travel & Tours will require strict proof of identification.

13.2. A Travel Wallet account number is like your identification to access your Travel Wallet. To keep your Travel Wallet safe, do not share your Travel Wallet account number with any other person. Account holders may be required to supply other security measures when conducting certain transactions in writing, by phone or on the Internet for security or other purposes. A password or other security measure may be required for certain services, including but not limited to making reservations, using Travel Wallet cash among others. Account holders are responsible for

maintaining the confidentiality of their password or other security credentials, as applicable.

- 13.3. Subject to any applicable laws which cannot be excluded, Swanair Travel & Tours will not be liable to you or any other person for any and all loss, claims, damages or expenses arising in connection with use of Travel Wallet including but not limited to travel credits applied to a Travel Wallet, Swanair Travel & Tours acting on the instructions of a Travel Wallet owner (or other person purporting to be the Travel Wallet owner) or any other transaction in connection with Travel Wallet.

14. OTHER TERMS

14.1. Currency conversion services

We may make currency conversions:

- (i) in respect of any amount, we received from you or due to you from us; or
- (ii) arising from your Instructions using our applicable prevailing exchange rate.

15. GENERAL

15.1. You may not transfer

You may not assign, novate, transfer or otherwise deal with your rights and / or obligations under the Agreement without giving us prior notice and obtaining our written prior approval. Accrued Travel Wallet cash/credits do not constitute property of the account holder and is not transferable except as set forth herein. In the event of the death or divorce of an account holder, Swanair may, in its sole discretion, credit all or a portion of such account holder's accrued Travel Wallet cash/credits to authorized persons upon receipt of documentation satisfactory to United and payment of applicable fees.

15.2. Our rights to transfer

We may assign, novate, transfer or otherwise deal with all or any of our rights and / or obligations under the Agreement to anyone. If we choose to assign or transfer any of our rights and obligations under the Agreement:

- a) you agree we do not have to tell you unless we have to under applicable laws; and
- b) the person we have assigned or transferred the Agreement to can use our rights under the Agreement.

15.3. Our proprietary information remains ours

Ownership of and all Intellectual Property Rights in the System Materials, our website remain vested in us or any other party we have contracted with. You must not change, decompile, reverse engineer or make copies or derivative works of any Software or incorporate third party software into the Software without our prior consent. Any such modification (whether approved or unapproved) will remain our property or that of our service providers. You must not interfere with any System Materials or information stored on them or transfer, share or sub-license the Software or any System Materials or copy them without our prior written

consent. All licenses to use any Software are revocable, non-exclusive, non-transferable and subject to compliance with any additional licence terms as we may notify you for the particular Software provided. If the Software is subject to open-source licenses, you must use it in accordance with the terms of the applicable licenses. You will only use Software for the purpose for which we provided it to you and you must not use it in combination with other systems if it is not for the purpose of receiving the Service. You must not move the Software outside of the country where it was first installed.

15.4. Electronic dealings and contracts are recognised

Subject to applicable laws, Instructions, documents and communications which are: (a) digitally signed and supported by a Digital Certificate or Electronic Key; or (b) accepted via an electronic Channel (including click-through or any other form of digital authentication), have been authorised by you and will have the same legal effect, validity and enforceability as if signed in writing. We may rely on such acceptance without inquiry as to the authority of the person acting on your behalf.

15.5. What we do not cover under this Agreement

The Accounts, the Services and the System Materials are provided on an “as is” and “as available” basis and all terms, conditions and warranties, express or implied by applicable law relating to the Accounts, the Services or the System Materials, including quality, availability, security and fitness for purpose, are excluded to the extent permitted by any applicable law.

15.6. Tax obligations

Each party agrees to deduct the amount for any Tax required to be deducted from a payment to the other party, pay Tax to the relevant Authority in accordance with any applicable law and give the original receipts to the other party. If you are required to deduct any Tax from a payment to us, you must increase the amount payable so that we receive the amount we would have received if no Tax deduction had been required. If we are required to deduct any Tax from a payment to you, we do not have to increase the amount payable.

15.7. Immunities or privileges do not apply

You waive any sovereign and other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

15.8. Entire agreement and non-reliance

This Agreement represents the entire understanding between the parties about the Service arrangements and replaces all previous agreements between the parties. You confirm that you have not relied on any oral or written representation or warranty made, or purportedly made, by us or on our behalf. Unless otherwise agreed, a Service Level Agreement has no legal effect.

15.9. Executing separate copies of the Agreement

Unless otherwise stated, any document which forms part of or is ancillary to the Agreement, may be executed in any number of counterparts and has the same effect as if the signatures on the counterparts were on a single copy of that relevant document.

15.10. When certain terms are not enforceable or no longer valid

If any term of the Agreement is not enforceable or is no longer valid, it will be excluded and will not affect any other terms in the Agreement.

15.11. Not exercising our rights under this Agreement

If we choose not to exercise a right under the Agreement, this will not stop us from exercising this right or other rights we have in the future whether in whole or in part or at different times. Where we choose to exercise the right, we will inform you in writing.

15.12. What are the rights of third parties under this Agreement?

Standard Chartered Group members have the right to enjoy and enforce any benefit under the Agreement. Unless stated otherwise in the Agreement, other persons not a party to the Agreement do not enjoy this right to enforce any benefit under it. We do not require the consent of any person not a party to the Agreement if we wish to amend the Agreement.

15.13. What laws and jurisdiction cover our relationship?

The Agreement, your Account and your banking relationship with us are governed by the laws of Uganda and you accept the exclusive jurisdiction of the courts of Uganda unless otherwise stated in the other parts of these Terms and Conditions. We may take enforcement action in any jurisdiction where you perform your business or have any assets.

15.14. Dispute Resolution

For any dispute arising from or in connection with the Agreement, your Account) the parties shall make every effort to resolve the dispute amicably. If the parties are unable to resolve the dispute amicably the dispute shall be referred to and resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, Cap 4 of the Laws of the Republic of Uganda and any amendments thereto. If the parties do not agree with the award made by the arbitrator, they will proceed to litigation in the courts of judicature. The parties can obtain interlocutory relief in the court.

15.15. Which language will prevail?

If the Agreement is translated into a language other than English and there are differences or inconsistencies between the translations and the English version, the English version will apply

16. PRIVACY POLICY

By participating in the Swanair Travel Wallet, account holders authorize Swanair to collect, store, maintain, use, process and share their information, including, without limitation, names, email addresses, physical addresses, account and other information in accordance with Swanair's Privacy Policy. Swanair's Privacy Policy is merely a statement of administrative protocol; it is not a contract, nor does it create any contractual or legal rights. Swanair's Privacy Policy is not made, or intended to be made, a part of these Rules.