

Terms & Conditions governing the use of Mobile Banking by AB Bank Rwanda Plc

1. Definitions

In these terms and conditions, the following terms shall have the following meanings:

"Accounts" refers to the account of the Client(s) with AB Bank Rwanda for which the Client is willing to access through the use of Mobile Banking facility.

"Facility" means the mobile banking solution granted by AB Bank to the holders of individual or Joint (and/or) accounts as determined by the bank from time to time for access to information on Accounts as may be prescribed from time to time and usage of products and/or services as may be made available by the bank from time to time.

"Bank" means any branch of AB Bank Rwanda with which the customer's account is maintained.

"Customer" means the person who holds an account with the bank.

"MNO" means any Mobile Network Operator through whom the customer or the bank receives the mobile services as notified by the Bank.

"PIN" means the 4 digit personal identification number provided to the customer by the Bank for authentication / verification. The customer will be able to obtain a range of financial information as determined by the bank related to his/ her relevant account(s) using this PIN.

"Alerts" means customized messages sent by the bank to the customer using the mobile banking facility over the customer's mobile phone number.

"Self on-boarding" means a process by which a customer of the Bank register himself /herself to the facility using his/her account information after automatic validation by the facility.

2. Responsibilities and Availability of the Facility

- 2.1** The customer has requested for this Facility which the bank at its sole discretion may discontinue at any time without any prior notice. The Facility is currently available only to customers with accounts with the bank.
- 2.2** The bank may wherever possible extend the facility to other MNOs from time to time.
- 2.3** The customer assumes full responsibility for the security and confidentiality of his or her mobile phone and PIN as well as his/her account information. The Bank defines a number of invalid PIN attempts that will result into facility deactivation to ensure security of customers' information.
- 2.4** The facility may be extended by the Bank to any other accounts, products and/or services being offered by the bank at the sole discretion of the bank from time to time.
- 2.5** The customer shall inform the bank on cessation of mobile phone number use and his/her new phone number for the purpose of keeping the 'Know your Customer' data updated in the bank systems without delay.

- 2.6** The Bank will not be liable for any failure to provide the Facility, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.
- 2.7** The facility is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. The Bank will not be responsible for any loss you may incur as a result of use of this Facility.

3. Processes of Use of the Facility

- 3.1** The customer is duly bound to acquaint himself with the detailed process for using the facility and the bank is not responsible for any error / omission by the customer
- 3.2** The bank may, at its discretion from time to time change the features of any alerts / facility. The customer will be solely responsible for keeping himself updated of the available alerts, which shall on best efforts basis, be notified by the bank through its website or through any other legally recognized medium of communication.

4. Service Fees

- 4.1** The Bank may at any time, at its sole discretion, charge a fee for use of any or all of the facility, under a notice to the customer through any medium available. The customer will be charged this after only after his/her consent. In case no consent is provided by the customer, the service will be discontinued without any further notice.
- 4.2** Unless otherwise waived by the bank, after customer consent is taken, the customer shall pay the bank fees for the use of the service. The Bank will be authorized by the customer to debit the customer's account with the bank.
- 4.3** The customer shall not pay any fee to access the bank short code (*540#) activated with the MNOs. The only applicable fees to customers will be to access the account information as defined from time to time by the Bank.

5. Disclaimer

- 5.1** The Bank or its employees/contractual staff will not be liable for: (a) any unauthorized use of customer's PIN or (b) unauthorized use of customer's phone number or (c) unauthorized by any other person to any information/instructions given by the customer or breach of confidentiality.
- 5.2** The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the customer and the MNO and makes no representation or gives no warranty with respect to the quality of service provided by the MNO or guarantee for timely delivery of the content of each alert.
- 5.3** All responsibility of use of facility by secondary account holder shall be binding on all joint accounts holders.

6. Disclosure of Information

The customer accepts that all information/instructions will be transmitted to and or stored at various locations and accessed by personnel of the Bank (and its affiliates.)

7. Suspension of the Facility

7.1. The Bank has the right to suspend your access to the facility at any time if:

- a) It has concerns about the security of the facility; or
- b) It reasonably suspects that the Facility has been fraudulently used or used in an unauthorized way.

8. Liability and Indemnity

The customer shall indemnify the bank and its Service providers free and harmless from and against all liabilities, losses, claims and damages arising from negligence, collusion or violations of the terms of these agreement on the part of the customer and/or a third party.

9. Amendment

The customer agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to the terms and conditions.

The Bank has the right to amend these terms and conditions without providing prior notice to the client.

10. Governing Laws

These terms and conditions shall be governed by the laws of Rwanda.

11. Applicable tariffs

- USSD short code is *540#
- Balance check cost is RWF 50
- Checking Mini-statement cost is RWF 100
- Changing the language is **FREE**
- Change Pin done by your self is **FREE**
- Change Pin done at the Bank Branch costs RWF 50