



SMS BANKING APPLICATION
(For personal/proprietorship accounts only)

The Manager
Bank of Kigali

.....**Branch**

Date:.....

(Please complete all sections in BLOCK CAPITAL letters.)

Personal Information

Note: Only accounts with the operating instructions **SELF/EITHER PARTY/ANY ONE PARTY** as per the mandate are eligible to have SMS Banking facility.

Full name (Mr/Mrs/Ms/Dr/Rev/Prof.) :

ID No. :

SMS Banking ID* :
(Indicate your telephone No.)

Postal Address :

Telephone No : **Fax:**

E-Mail :

Details of your bank accounts

(Please give details of your BK Current accounts you wish to access)

Account Number(s)

i	
ii	
iii	
iv	
v	

Tick your Services request

Service Name	keyword	SMS Syntax	Message Number	Tick your service
A/C Balance Request	bal	bal pin	3311	<input type="checkbox"/>
A/C Movement Alerts	alert	alert pin	3311	<input type="checkbox"/>
A/C Statement Request	bstat	bstat pin	3311	<input type="checkbox"/>
Cheque Book Request	check	check pin	3311	<input type="checkbox"/>
Electricity Voucher Request	elec	elec pin [Electricity Voucher Meter No] [amount]	3311	<input type="checkbox"/>

SMS Banking Terms & Conditions

1. The PIN required for the use of “SMS Banking” facility is strictly confidential and should not be revealed to any person at any time under any circumstances.
2. The Bank must be immediately informed of any knowledge that the Password has fallen into the hands of an unauthorised party.
3. The Bank’s records and statements of all transactions processed by the use of “SMS Banking” facility shall be deemed sufficient and conclusive proof of all such transactions and would be binding on the user/s for all purposes.
4. The Bank reserves the right to modify, not process, delay processing any instruction given by the user/s using “SMS Banking” for a valid reason.
5. The terms & conditions governing Current Accounts, Savings Accounts, Credit Cards and such other applicable accounts would be binding on the user/s of “SMS Banking” facility.
6. The Bank reserves itself the right to vary, modify or add to these terms & conditions and levy charges at any time, without notice and without assigning any reason thereof.
7. Usage of “SMS Banking” facility will be subject to scrutiny from time to time and may be withdrawn by the Bank at its absolute discretion.
8. Joint account holders are jointly and severally liable for all transactions processed by the use of this facility.

Agreement to the Terms & Conditions

By signing below I/We confirm that I/We have read and understood the Terms and Conditions governing “SMS Banking” facility. I/We agree to abide by them as well as the Additional Terms & Conditions presented to me/us and updated from time to time.

I/We request BK to provide me/us an “SMS Banking” facility.

Signature :

For Office Use only

Signature/s verified and operating instructions & Data comply with the mandate:

.....
(Authorized officer)

.....
Recommended by
(Manager/Asst. Manager)

Date:

Additional Terms & Conditions

IMPORTANT – Please note carefully your security duties described in 2.1 – 2.5. If you breach any of the security duties, you may be liable for transactions even if you did not authorize them. By accepting our terms and conditions you are requesting us to add all your accounts, including joint accounts, to the SMS Banking Service. These terms and conditions shall be read as part of the contract governing the terms under which you opened your account with BK.

Once you have accepted these terms and we have acknowledged your acceptance you will be able to use

the SMS Banking Service. You will be able to view the most current version of these terms whilst using the SMS Banking Service. The additional features we may offer from time to time may require us to modify the terms and conditions of this Agreement to facilitate the use of such features.

By agreeing to these terms, you also agree to abide by any additional conditions you may be required to comply in order to use new features introduced from time to time. These terms may be accepted by the <Bank Name> Website by following the instructions set out on the relevant screen page.

In addition, you agree that any use by you of the SMS Banking service shall constitute your acceptance of the terms. We recommend that you store or print a copy of the terms and conditions for your record.

Section I: About this Contract

1. DEFINITIONS

“**Account**” means and includes all or any one or more of the accounts opened by you with BK.

“**SMS Banking Service**” is the service provided by us to you, which is described in the terms by which you access information and give us instructions in respect of your accounts with us. We may make additional functions available to you from time to time.

“**Terms**” means these terms and conditions and any additional or supplementary terms and conditions which we may notify you from time to time.

“**The User Guide**” means the guidance and information set out on the manual of instructions or “**help**” pages of the SMS Banking Service and all other guidance issued by us in connection with the use of this service, as may be amended from time to time.

“**Instruction**” is any request or instruction, which is effected through the SMS Banking Service by use of a security number.

“**SMS Banking ID**” is the unique identifier (your telephone number), which is issued to you in connection with the SMS Banking Service.

“**PIN**” is used by you for accessing the SMS Banking Service.

Reference to “**you**”, “**your**” and “**yours**” are references to the person requesting the SMS Banking Service.

Reference to “**we**”, “**us**”, and “**our**” are references to BK (Bank of Kigali). The words importing the masculine gender shall include the feminine gender and the words importing the singular number shall include the plural and vice-versa in these presents.

The clause headings are given for convenient reference only and shall not affect the construction of the corresponding terms and conditions or of any other terms and conditions.

Section II: Your Security Duties

2.1 You Agree to comply with the terms and any security procedures mentioned in them.

2.2 You hereby agree and you must keep the password secure and secret at all times and take steps to prevent unauthorized use of it and your SMS Banking ID. For example:

- (a) Never write or otherwise record the password in a way that can be understood by someone else;
- (b) Never tell the password to someone else including our staff.
- (c) Avoid security numbers which may be easy to guess such as birthdays, telephone numbers, dates of birth etc;
- (d) Never record your password or your SMS Banking ID on any software which can retain it automatically (for example any computer screen prompts or “save password” feature or similar function on your internet browser.)

2.3 You **MUST** tell us of any unauthorized access to the SMS Banking Service or any unauthorized transaction or instruction, which you know of, or if you suspect that, someone else knows your security number. You are required to Contact the helpdesk at telephone number <>. You must, in such circumstances change your password immediately to a different password that have used before.

We may disclose information about you and your account to the Police or other investigator, if we think that it will help prevent or recover losses. Or we may disclose in order to investigate any activity that amounts to a crime under the laws of the Republic of Rwanda.

2.4 You agree to check your records and statements of accounts and inform us immediately of any discrepancy.

Section III: Processing Your Instructions

3.1 You request and authorize us to :

- (a) rely and act upon all apparently valid instructions as instructions properly authorized by you, even if they may conflict with any other mandate given at any time concerning your accounts or affairs
- (b) debit your accounts with any amounts we have paid or incurred in accordance with any

instructions.

- 3.2** An instruction shall only be effected by us if it has been effected through the SMS Banking Service using an appropriate password but we will not further check the authenticity of an instruction.
- 3.3** You agree that we can act on any instruction given to us including deducting any money from your account even if you did not authorize these instructions. However, your liability for transactions or instructions, which were not authorized by you could be limited in the manner described in Clause 4.
- 3.4** We may refuse to act on an instruction, for example if a transaction exceeds a particular value or other limit, or if we know of or suspect breach of security. Please refer to the user guide for details on the limits imposed on transactions using the SMS Banking Service.
- 3.5** We are not liable for any failure delay or other shortcoming by any third party with whom you have accounts or otherwise when they are executing our instructions to them. This will particularly apply when you use this service to make payments for utility bills etc.
- 3.6** We will make reasonable efforts to modify, not process or delay processing any instruction where you request us to do so, but we shall not be liable for any failure to comply with such a request unless it is due to our failure to make reasonable efforts to do so.
- 3.7** You must ensure that any instructions given to us are accurate and complete and we are not liable if this is not ensured.
- 3.8** A transaction being carried out is not always simultaneous with an instruction given to us by you. Some instructions may take time to process and certain instructions are processed during normal banking hours even though the SMS Banking Service may be accessible outside normal banking hours.

Section IV: Your Liability for Unauthorized Transactions

- 4.1** You will be liable for any losses (including the amount of any transaction carried out without your authority) if you have acted with gross negligence so as to facilitate that unauthorized transaction, or if you acted fraudulently. For the purpose of this clause 4, gross negligence shall include failure on your part to observe the security duties referred to in Clause 2 above and any instructions contained in the User Guide, which will be updated from time to time.
- 4.2** You are required to notify us of any unauthorized access to the SMS Banking Service or unauthorized instructions or that you suspect that someone else knows your security number. If you have notified us you will not be responsible for any unauthorized instructions carried out, after we have had reasonable time to suspend and acknowledge the suspension of the service in respect of your account(s), unless we can show you have acted fraudulently.

Section V: General Conditions

- 5.1** You agree to maintain minimum balances in the accounts as may be required by Bank from time to time.
- 5.2** Bank Charges – We may impose appropriate charges for this Service or for any additional functions provided under this service, as may be determined by us from time to time. The amounts deducted as charges for this service will be communicated to you and will be available on our website. Any modifications to charges shall be notified within (30) day's notice to you. You agree and undertake to pay all charges imposed by the Bank for the Service.
- 5.3** We may suspend or modify any service provided to you under this service without notice where we consider it necessary or advisable to do so.
- 5.4** License – by giving you the right to use the Service, we are granting you a non-transferable and non-exclusive right to use the SMS Banking Service on terms and conditions described here and in the User Guide.
- 5.5** Termination – Either party may terminate this Service and this agreement on thirty (30) day's notice

to the other provided that the Bank shall be entitled to terminate this Agreement immediately in the event of a material breach of it by the Customer or upon closure of the Customer account (s) with the Bank.

Upon such termination, all records of your SMS Banking ID shall be deleted.