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## 1. Definitions

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

**"Accounts"** refers to the account of the Member(s) with MUGANGA SACCO for which the Member is willing to access through the use of Mobile and Internet Banking facility.

**"Facility"** means the mobile and internet banking solution granted by MUGANGA SACCO to the holders of individual or Joint (and/or) accounts as determined by MUGANGA SACCO 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 MUGANGA SACCO from time to time.

**"MUGANGA SACCO"** means MUGANGA SACCO Saving and Credit Cooperative with which the member's account is maintained.

**'Account'**, shall mean an account with MUGANGA SACCO in which a request for availing the Mobile and Internet Banking Service has been registered or re-registered with MUGANGA SACCO

**"Member"** means the person who registered an account with MUGANGA SACCO.

**"MNO"** means any Mobile Network Operator through whom the member or MUGANGA SACCO receives the mobile services as notified by MUGANGA SACCO.

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

**"Alerts"** means customized messages sent by MUGANGA SACCO to the member using the mobile banking facility over the member's mobile phone number.

**"Self on-boarding"** means a process by which a member of MUGANGA SACCO registers himself/herself to the facility using his/her account information after automatic validation by the facility.

**'MIBS'** shall mean Mobile and Internet Banking Service of MUGANGA SACCO and includes the service over the application/USSD/Web Portal/SMS Banking/ or any other Digital Solution availed to customer to access their accounts

**USSD'** shall mean Unstructured Supplementary Service Data

**Mu. SACCO** shall mean MUGANGA Savings and Credit Cooperative.

## 2. Responsibilities and Availability of the Facility

No member is entitled to use the MIBS without understanding and agreeing to the Terms and Conditions for Mobile and Internet Banking Service users.

By using the MIBS, the Members thereby agree and consent to these Terms and Conditions, which form the contract between the Member and MUGANGA SACCO.

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MIBS shall be governed by such terms and conditions as amended by the MUGANGA SACCO from time to time.

**2.1** The member has requested for this Facility which MUGANGA SACCO at its sole discretion may discontinue at any time without any prior notice. The Facility is currently available only to members with accounts with MUGANGA SACCO.

**2.2** MUGANGA SACCO may wherever possible extend the facility to other MNOs from time to time.

**2.3** The member assumes full responsibility for the security and confidentiality of his or her mobile phone and PIN and passwords as well as his/her account information. MUGANGA SACCO defines a number of invalid PIN/Password attempts that will result into facility deactivation to ensure security of Members' information.

**2.4** The facility may be extended by MUGANGA SACCO to any other accounts, products and/or services being offered by MUGANGA SACCO at its sole discretion from time to time.

**2.5** The member shall inform the MUGANGA SACCO on cessation of mobile phone number or email use and his/her new phone number or email for the purpose of keeping the 'Know your Member' data updated in MUGANGA SACCO systems without delay.

**2.6** MUGANGA SACCO 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, internet connectivity 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. MUGANGA SACCO 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 member is duly bound to acquaint him/herself with the detailed process for using the facility and MUGANGA SACCO is not responsible for any error / omission by the member.

**3.2** MUGANGA SACCO may, at its discretion from time to time change the features of the facility. The member will be solely responsible for keeping him/herself updated of the available documentation, which shall on best efforts basis, be notified by MUGANGA SACCO through its website or through any other legally recognized medium of communication.

#### **4. Service Fees**

**4.1** MUGANGA SACCO may at any time, at its sole discretion, charge a fee for use of any or all of the facility. Consent is provided only once by the signing of this terms and conditions or by accepting this terms and conditions through digital means provided.

**4.2** Unless otherwise waived by MUGANGA SACCO, after member consent is taken, the member shall pay MUGANGA SACCO fees for the use of the service. MUGANGA SACCO will be authorized by the member to debit the member's account with MUGANGA SACCO.

#### **5. Disclaimer**

**5.1** MUGANGA SACCO or its employees will not be liable for any misuse of: (a) customer's PIN or (b) customer's email and password, or (c) customer's phone number or (d) any other access to information/instructions resulting from customer's carelessness.

**5.2** MUGANGA SACCO shall not be concerned with and will not be held liable for any dispute that may arise between the member and the MNO and makes no representation or gives no warranty with respect to the quality of service provided by the MNO, its agents or guarantee for timely delivery of the content of each transaction with external partners.

**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 member accepts that all information/instructions will be transmitted to and or stored at various locations and accessed by personnel of the MUGANGSA SACCO (and its affiliates.)

#### **7. Suspension of the Facility**

**7.1.** MUGANGA SACCO 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.

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### **8. Liability and Indemnity**

The member shall indemnify MUGANGA SACCO 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 agreements on the part of the member and/or a third party.

### **9. Anti-unjust enrichment clause**

The member is only entitled to his/her money, if he/she receives and withdraws a lot of money, he/she will immediately return them to MUGANGA SACCO through all possible means.

### **10. Amendment**

The member 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. MUGANGA SACCO has the right to amend these terms and conditions without providing prior notice to the member.

### **11. Governing Laws**

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

### **12. Applicable tariffs**

The Applicable Tariff can be found on MUGANGA SACCO Website [www.mugangasacco.rw/tariff](http://www.mugangasacco.rw/tariff)

Date:

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Member Name:

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Signature:

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