

SMS ALERT APPLICATION FORM



Fill in the required information in **CAPITAL LETTERS**

First Name	Surname
(In the case of Corporate Account, please fill in the Company Name below)	
Company Name	
Address	
E-mail	Mobile
Telephone No.	Account No.

ELECTRONIC BANKING AGREEMENT

1. Introduction

- 1.1 This Agreement is a service agreement, which applies to Communications (defined below).
- 1.2 The Customer will provide to Access Bank Rwanda s.a all documents and other information reasonably required by it in connection with this Agreement.

2. Authority

- 2.1 Access Bank Rwanda s.a may rely on the authority of each person designated (in a form acceptable to Access Bank Rwanda s.a) by the Customer to end Communications or do any other thing until Access Bank Rwanda s.a has received written notice or other notice acceptable to it of any change from a duly authorized person and Access Bank Rwanda s.a has had a reasonable time to act (after which time it may rely on the change).

3. Communications

- 3.1 Each of the Customer and Access Bank Rwanda s.a will comply with certain agreed security procedures (the "Procedures"), designed to verify the origination of communications between them such as inquires, advices and instructions (each a "Communication").
- 3.2 Access Bank Rwanda s.a is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending a Communication. Access Bank Rwanda s.a is not responsible for errors or omissions made by the Customer or the duplication of any Communication by the Customer and may act on any Communication by reference to an account number only, even if an account name is not provided. Access Bank Rwanda s.a may not act on a Communication if it reasonably believes it contains insufficient information.
- 3.3 Access Bank Rwanda s.a may decide not to act on a Communication where it reasonably doubts its contents, authorization, origination or compliance with the Procedures and will promptly notify the Customer (by telephone if appropriate) of its decision.
- 3.4 If the Customer informs Access Bank Rwanda s.a that he wishes to recall, cancel or amend a Communication, Access Bank Rwanda s.a will use its reasonable efforts to comply.
- 3.5 If Access Bank Rwanda s.a acts on any Communication sent by any means requiring manual intervention (such as telephone, telex, electronic mails or disks sent by messenger) then, if Access Bank Rwanda s.a complies with the Procedures, the Customer will be responsible for any loss Access Bank Rwanda s.a may incur in connection with that Communication.

4. Statements

- 4.1 The Customer will notify Access Bank Rwanda s.a in writing of anything incorrect in a statement promptly and in any case within thirty (30) days from the date on which the statement or advice is sent to the Customer.

5. Performance

- 5.1 Access Bank Rwanda s.a will act in good faith and reasonable care, as determined in accordance with the standards and practices of the banking industry, and may use any Communications, clearing or payment system, intermediary bank or other entity (such a "System") it reasonably selects; Access Bank Rwanda s.a's performance is subject to the rules and regulations at any time of any system.
- 5.2 Neither the customer nor Access Bank Rwanda s.a shall have any liability for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages.
- 5.3 Neither the customer nor Access Bank Rwanda s.a will be responsible for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations shall be suspended for so long as the Force Majeure Event Continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any System, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or act of government.

6 Customer Information

- 6.1 Access Bank Rwanda s.a will treat information relating to the Customer as confidential, but (unless consent is prohibited by law) the Customer consents to the transfer and disclosure by Access Bank Rwanda s.a of any information relating to the Customer to and between the Branches, subsidiaries, representative offices, affiliates and agents of Access Bank Rwanda s.a and third parties selected by any of them, wherever situated, for confidential use (including in connection with the provision of any service or product and for data processing, statistical and risk analysis purposes). Access Bank Rwanda s.a and any branch, subsidiary, representative office, affiliate agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process.

Termination

- 7. The Customer or Access Bank Rwanda s.a may terminate this agreement on reasonable notice (taking into account any Communication and any service or product affected).

8. General

- 8.1 Neither the Customer nor Access Bank Rwanda s.a may assign or transfer any of its rights or obligations under this Agreement without the other's written consent, which will not be unreasonably withheld or delayed, provided that Access Bank Rwanda s.a may make such an assignment or transfer to a branch, subsidiary or affiliate, if it does not materially affect the provision of services to the Customer
- 8.2 If any provision of this Agreement is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions of this Agreement will remain in full force and affect (as will that provision under any other law).
- 8.3 No failure or delay of the Customer or Access Bank Rwanda s.a in exercising any right or remedy under this Agreement will constitute a waiver of that right. Any waiver of any right will be limited to the specific instance.
- 8.4 The Customer and Access Bank Rwanda s.a consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either may produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this Agreement.
- 8.5 Written notice shall be effective if delivered to the party's address specified below (or at any other address it may provide by written notice for this purpose). Notices shall be in english, french or kinyarwanda unless otherwise agreed.

CAUTION: ACCESS BANK SHALL NOT BE LEGALLY OR OTHERWISE RESPONSIBLE WHERE A CUSTOMER'S USERNAME AND PASSWORD KNOWN ONLY TO THE CUSTOMER IS ACCURATELY PROVIDED BY ANY OTHER PERSON APART FROM THE CUSTOMER FOR ANY TRANSACTIONS AS ACCESS BANK RWANDA S.A MAY ACT ON SUCH COMMUNICATION WHERE IT REASONABLY CONTAINS SUFFICIENT INFORMATION BELIEVED TO HAVE EMANATED FROM THE CUSTOMER.

Customer's Signature & Date

CORPORATE ACCOUNT ONLY

Create multiple user for the SMS alert Account? Yes No If "YES", Specify number of additional users

User Names :	User Names :	User Names :
Mobile No. :	Mobile No. :	Mobile No. :
User Names :	User Names :	
Mobile No. :	Mobile No. :	

FOR OFFICE USE ONLY

Activated by	Date	Signature
	dd / mm / yy	

* Only one out of multiple account is needed