



**KYAMUHUNGA PEOPLES' CO-OPERATIVE  
SAVINGS AND CREDIT SOCIETY LTD  
MOBILEPHONE BANKING SERVICES APPLICATION FORM**

**COMPLETE THIS FORM AND ATTACH SIGNED PHOTOCOPY OF YOUR IDENTITY PERSONAL DETAILS**

**Applicants Surname:** ..... **First Name:**.....

**Applicants Other name:** ..... **Mobile Number:** .....

**Email Address:** ..... **Applicants ID Type:** .....

**Applicants NIN:** .....

**Address as on ID:**

Village..... Parish.....Sub County.....

District.....

**Permanent/Home address:**

Village ..... Parish.....Sub County.....

District.....

**Applicants Current Address:**

Village ..... Parish.....Sub County.....

District.....

**ACCOUNT DETAILS WITH KYAMUHUNGA PEOPLES CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD**

**Account Name:** ..... **Account Number:**.....

**DECLARATION**

I hereby apply for mobile phone banking services. I warrant that the information given above is true and complete and I authorize you to make any queries necessary in connection with this application. I accept and agree to be bound by annexed terms and conditions of use. I agree and I am liable for all other charges incurred through the use of this service. I hereby indemnify the SACCO against all losses, which may occur as a result of misuse of the service. I understand that KYAMUHUNGA PEOPLES' CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD reserves the right to decline this application without giving reasons.

**Customer Signature:** ..... **Date:** .....

**FOR OFFICIAL USE ONLY**

**Document Checklist for Official use only**

1. Original Valid Identity seen and photocopy attached
2. Terms and Conditions form signed by Client

**Verified by:** Name.....Title.....

**Date:** ..... **Signature:**.....

**Approved by:** Name.....Title: .....

**Date:** ..... **Signature:**.....

**Official stamp:** .....

# TERMS AND CONDITIONS

## DEFINITIONS

In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

“Accounts” refers to Kyamuhunga Peoples’ SACCO mobile account, which the client has registered for use on the mobile phone banking services.

Authorized users or clients shall mean a person registered to have access to particular accounts through Kyamuhunga Peoples’ SACCO mobile banking service provided that these two words may be used interchangeably to refer and mean the same.  
“Kyamuhunga Peoples’ SACCO” means any branch in Uganda of Kyamuhunga Peoples’ SACCO limited with which the clients account is maintained

“Service” shall mean the mobile phone banking service of Kyamuhunga Peoples’ SACCO availed to the client,

Providing information relating to account’s, detail about transactions and such other information and or services as may be offered by Kyamuhunga Peoples’ SACCO, and available to a client through a mobile phone device, from time to time.

“Mobile phone number” shall mean the number specified by the client on the registration from submitted through any of Kyamuhunga Peoples’ SACCO contact offices/ branches, or through Kyamuhunga Peoples’ SACCO website or through against the name of an authorized user for availing the service.

Service provider (s) shall include but is not limited to telecommunication service providers, mobile phone banking service providers, organizations or individuals whose services Kyamuhunga Peoples’ SACCO uses in relation to The service in any capacity.  
“PIN” means the personal identification number, a number provided to the client by Kyamuhunga Peoples’ SACCO for authentication / verification of the client’s identity by Kyamuhunga Peoples’ SACCO. The client will be able to obtain a range of financial information as determined by Kyamuhunga Peoples’ SACCO related to his/ her relevant accounts through the use of PIN and such other means of identification assigned to the client in connection with his/ her accounts and facility.

“Personal information” shall mean information in relation to or pertaining to the account.

## APPLICATION AND SCOPE OF TERMS AND CONDITIONS

These terms and conditions together with the application for the Mobile Phone banking services made by the client and accepted by Kyamuhunga Peoples’ SACCO shall form the contract between the client and Kyamuhunga Peoples’ SACCO, provided that the client shall further be bound by such terms, as Kyamuhunga Peoples’ SACCO may agree with the other service providers including but not being restricted to the telecommunication service providers (herein after being referred to as its affiliates), aiding Kyamuhunga Peoples’ SACCO in providing the service

These terms and conditions and those of Kyamuhunga Peoples’ SACCO affiliates shall bind the client. By applying for and allowing authorized users access to the service, the client acknowledges and accepts these terms and conditions and these of Kyamuhunga Peoples’ SACCO in providing the service.

“Alerts” means the customized messages sent to the client over his /her mobile phone through short messaging service (SMS) in response to triggers set by the client and Kyamuhunga Peoples’ SACCO.

## AMENDMENT OF TERMS AND CONDITIONS

The client hereby, agrees to abide by, without need of notice and express consent of all future modifications, innovations, amendments or alterations to these terms and conditions as notified from time to time.

## MODE OF ACCESSING THE SERVICE.

The client’s preferred mobile number submitted by the client to and registered by Kyamuhunga Peoples’ SACCO shall be used to access the service. The service shall not be available to the client on more than one mobile number account.

The service will be available to the client only if the client is a subscriber to any of the registered and recognized. telecommunication service providers in Uganda or within such area, which forms part of the roaming network of such telecommunication service provider providing services to the client availing such roaming service from respective telecommunication service provider.

## PROCESS SETTING SERVICES

To access the service, the client may select and set all or any of the services by submitting an application in the prescribed format as applicable and following the steps provided for in Kyamuhunga Peoples’ SACCO mobile banking manual or by any other mode as notified by Kyamuhunga Peoples’ SACCO from time to time. Kyamuhunga Peoples’ SACCO shall not be responsible for any error made by the client while setting and / or selecting the services.

## FEES PAYABLE

Kyamuhunga Peoples’ SACCO 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 client through any medium available by making an application the client hereby accepts to be charged for the services.

Unless otherwise waived by Kyamuhunga Peoples’ SACCO, the client shall pay Kyamuhunga Peoples’ SACCO fees and charges for use of the service. the customer shall be liable for payment of airtime or any other charges which may be levied by the service provider in connection with receiving of the alerts as per terms and conditions of the service provider and Kyamuhunga Peoples’ SACCO is in no way concerned with the same.

## Authority to Kyamuhunga Peoples’ SACCO.

The client / authorized user irrevocably and unconditionally authorizes Kyamuhunga Peoples’ SACCO to access his/ her accounts and the personal information for effecting the instructions and providing the service to the client as well as for analysis, credit scoring and marketing.

The authorized user/ client agrees that Kyamuhunga Peoples’ SACCO, may disclose to other institutions including its affiliates, such information in relation to the client as may be necessary for any reason inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with any legal directive court order for credit rating by recognized credit scoring agencies and for fraud prevention.

## RECORDS

All records of Kyamuhunga Peoples’ SACCO relating to the client / authorized user’s account and / or arising out of the use of the service including the recorded time of the transaction and authorized user originating the transaction, shall be conclusive proof of the genuineness and here by granted by the client / authorized use to Kyamuhunga Peoples’ SACCO.

## DISCLAIMER

Kyamuhunga Peoples’ SACCO shall not be responsible to the authorized user/ client for any failure of the authorized user to utilize the service due to authorized user not being within the geographical range within which the service is offered.

The client agrees that Kyamuhunga Peoples’ SACCO shall not be liable for terminating the service if the client has breached any of the terms and conditions of the Kyamuhunga Peoples’ SACCO mobile banking service.

The client shall not hold Kyamuhunga Peoples’ SACCO liable for non-availability of service or nonperformance by the service providers, if any, engaged by Kyamuhunga Peoples’ SACCO or any loss or damage caused to the client as a result of use of the service (including relying on the alerts for the clients commercial, investment or business purposes) for any cause.

Kyamuhunga Peoples’ SACCO shall not be liable in any manner to the client in connection with the use of the service. The client accepts that each alert may contain account information relating to the client. The client authorizes Kyamuhunga Peoples’ SACCO to send account related information, though not specifically requested, if Kyamuhunga Peoples’ SACCO deems that the same is relevant.

## WARRANTY

Kyamuhunga Peoples’ SACCO, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the service.

## IDEMNITY

In consideration of Kyamuhunga Peoples’ SACCO providing the service, the client agrees to indemnify claims, demands, proceedings, loss, damages, costs, charges and expenses whatever which Kyamuhunga Peoples’ SACCO may at any time incur, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the service.

Kyamuhunga Peoples’ SACCO shall have the discretion to charge such fee as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the service. Any transactions conducted on behalf of the client including but not being limited to inquiries, transfer post notification, shall imply the clients acknowledge and acceptance of the fees payable. The client may at any time discontinue or unsubscribe from the service provided that such notice shall by way of filling a particular form as may be provided by Kyamuhunga Peoples’ SACCO after the client adhering to the notice periods provided here in. The client shall be liable for payment of airtime or other charges which may be levied by any telecommunication service provider in connection with the service and Kyamuhunga Peoples’ SACCO shall in no way be concerned with same.

The fees payable by the client shall be exclusive and independent from the amount payable to any telecommunication service provider and will be debited from the account of the client by Kyamuhunga Peoples’ SACCO. Kyamuhunga Peoples’ SACCO failure and or delay to deduct the fees for respective transactions from the client’s account shall not be a waiver to Kyamuhunga Peoples’ SACCO right to fees for the said transactions. The clients shall be required to refer to the schedule of fees.

## TERMINATION

The client may terminate these terms and conditions of the service by giving a written notice of at least 15 days provided that in any event the client shall remain accountable for any transaction originating from his or her preferred mobile phone number through the service even after the said termination.

Kyamuhunga Peoples’ SACCO may, at its discretion, withdraw temporarily or terminate the service, either wholly or in part, at any time without giving prior notice to the client provided that in any event the client shall remain accountable for any transactions originating from his or her preferred mobile phone number through the service even after the said termination.

Kyamuhunga Peoples’ SACCO may , without prior notice , suspend the service at any time especially amongst others in cases where any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons , which require the suspension of the service or if the client has breached these terms and conditions or Kyamuhunga Peoples’ SACCO learns of the existence of any circumstances which in its opinion would result in the client being unable to carry his/her obligations herein to the fullest extent possible .

The closure of the accounts and / or termination of the mobile phone banking services by the client will automatically terminate the service.

## NOTICES

Kyamuhunga Peoples’ SACCO and the client may give under these terms and conditions electronically to the mail box of the client (which will be regarded as being in writing or in writing by delivering them by hand or sending them by post to the last address given by the client and in case to Kyamuhunga Peoples’ SACCO at their office or at any other Kyamuhunga Peoples’ SACCO location as Kyamuhunga Peoples’ SACCO office as shall be communicated from time to time. But preferably, the client shall be required to deliver any notice at his/ her mother branch.

## GOVERNING LAW.

Any dispute or differences arising out of or in connection with the service shall be subject to jurisdiction of the courts of Uganda and shall be governed by the laws of Uganda.

Signing authority and acceptance of terms and conditions.

I/we have read the general terms & conditions as stated above and agree that i/we will be bound by them in full.

I/we agree that my/our account (s) and my/our dealing with Kyamuhunga Peoples’ SACCO are operated on the general terms & conditions governing mobile phone banking service with Kyamuhunga Peoples’ SACCO.

Name: .....

Signature: ..... Date: .....