

## TERMS & CONDITIONS AND DATA PROTECTION FOR BPR MOBI AND iBANK

### Definitions

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

“Accounts” refers to BPR Mobi & iBank, which the Client has registered for the use on the Mobile Banking & internet Service, Authorized Users or Clients shall mean a person registered to have access to Accounts through the Mobile & Internet Banking Service.

“Service” shall mean the Mobile & iBank Service of BPR availed to the Client, providing information relating to Account (s), details about transactions and such other information and or services as may be offered by BPR Bank, 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 form, or through the Contact Centre, or through BPR Bank website or through any other means to the Bank against the name of an authorized User for availing the Service.

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

“Terms and Conditions for Mobile & iBank” refers to the terms and conditions for use of the BPR Mobi Bank Service, as amended from time to time.

“Capitalized words and phrases” used but not defined hereunder shall have the meanings assigned to them in the Terms and Conditions for BPR Mobi & iBank Bank.

“Alert(s)” means the customized messages sent to the Client over his mobile phone as short messaging service (SMS) in response to triggers set by the Client.

### Applicability of Terms and Conditions

These Terms and Conditions together with the application made by the Client and as accepted by BPR Bank shall form the contract between the Client and BPR Bank, and shall be further subject to such terms, as BPR may agree with the other service providers, aiding BPR Bank in providing the Service. These Terms and Conditions shall and it's Affiliates. By applying for and allowing Authorized Users access to the Service, for the first time (and every time thereafter), the Client acknowledges and accepts (and reaffirms his acknowledgement and acceptance of) these Terms and Conditions, to the fullest extent possible.

### Application

Clients may avail the Service (and/or for any changes to the options available under the Service) if the person authorized to operate the Account or the Persons authorized to operate the Account or the Persons to sign Various documents on behalf of the Client availing the Mobile & Internet Services applies to BPR requesting BPR to provide Service to the Authorized Users.

Such application may be made by filling in such forms, request letters etc. As BPR Bank may prescribe from time to time. All or any transactions arising from the use of the Service shall be binding on the Client.

### Applicability

The mobile number in the records of BPR Bank would be used to access the Service. The Service is not offered for two mobile numbers for the same account. The Service will be available to the Client if only if the Client is within the cellular service range of the particular cellular service provider or within such area, which forms part of the roaming network of such cellular service provider providing services to the Client availing such roaming service from respective cellular service provider.

### Availability of the Service

BPR Bank shall endeavor to provide to the Client through the Service, such services as BPR Bank may decide from time to time. BPR Bank reserves the right to decide what services may be offered to a Client on the Account and such offers may differ from Client to Client. BPR Bank may also make additions/deletions to the services offered through the Service at its sole discretion. The Service is made available to Authorized users, at the sole discretion of BPR Bank and may be discontinued by BPR Bank at services of specific cellular service providers. The Service is currently available to Accounts held with BPR Bank branches in Rwanda and BPR Bank virtual accounts, BPR Bank shall have the discretion to extend the Service to such Accounts held at its branches not located in Rwanda, but such extension shall be subject to applicable Laws of Rwanda and the jurisdiction in which the Account is held.

The Client agrees that access to the Service shall only be through the Mobile Phone Numbers and any transaction which originates from the same, whether initiated by the Authorized User or not, shall be deemed to have originated from such Authorized User and shall be binding upon the Client. The instructions received by BPR from any of the Mobile Phone Numbers (or purporting to have originated from any Mobile Phone Number) shall be effected only after such authentication as may be required by BPR Bank generally or specifically for any particular type of instruction, from time to time, including through verification password allotted by BPR to the Authorized User against whose name the Mobile Phone is registered.

### Accuracy of Information

The Client undertakes (and further undertakes to require Authorized Users) to provide accurate information and disclosures wherever required and shall be responsible for the correctness and authenticity of the information provided by him/her to BPR Bank at all times including availing of the Service. BPR Bank shall not be liable for consequences arising out of erroneous information supplied by the Client or the Authorized Users. While BPR Bank and its Affiliates will take all reasonable steps to

ensure the accuracy of the information supplied to the Customer, BPR Bank and its affiliates shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The Client and/or any authorized user shall not hold BPR Bank liable for any loss, damages etc. that may have incurred/suffered by the Client/Authorized User, if the information supplied to the Client turns out to be Inaccurate/Incorrect.

Where BPR Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Authorized User from who the instructions originated from before acting on such instructions. BPR may however, in its discretion, act upon any such instruction as it may deem fit and the Client agrees to be bound to such actions of BPR Bank. BPR Bank shall have the right to suspend the Service, whether generally or specifically in relation to an Authorized User or a particular Client, if BPR Bank has reason to believe that the operation of the Service acting upon any instructions of an Authorized User may lead to direct or indirect loss or may require an indemnity from Client (s) before continuing to operate the Service.

### Process Setting the 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 or by any other mode as notified by BPR from time to time. BPR shall not be responsible for any error made by the Client. Setting Triggers and Receiving Alerts BPR will not acknowledge receipt of any instructions or registration requests nor shall BPR be responsible to verify any instructions or password or Mobile Phone Number. BPR shall not be liable for non-delivery or delayed delivery of service, error, loss or distortion in transmission of service to the Client.

### Authority to BPR

The Client irrevocably and unconditionally authorizes BPR to access the 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 agrees that BPR may disclose to other institutions such information in relation to the Client as may be necessary for any reason inclusive but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.

### Records

All records of BPR Bank relating to the Account and/or arising out of the use of the Service, including the recorded time of the transaction and the Authorized User originating the transaction, shall be conclusive proof of the genuineness and

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accuracy of the transactions in the Account. The authority to record the transaction details is hereby expressly granted by the Client to BPR Bank.

#### Disclaimer of Liability

BPR Bank shall not be responsible to the Authorized User for any failure of the Authorized User to utilize the service due to the Authorized User not being in the geographical range within which the Service is offered. The Client agrees BPR Bank shall not be liable if the Client has not breached any of the Terms and Conditions termination of the Mobile Phone Numbers/ SIM Card. The Client shall not hold BPR Bank liable for non-availability of the Service or the non-performance of the service providers, if any, engaged by BPR Bank 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. BPR 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 certain account information relating to the Client. The Client authorizes BPR Bank to send Account-related information, though not specifically requested, if BPR deems that the same is relevant.

#### Warranty

BPR Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Service.

#### Limitation of Liability

Without limitation to the other provisions of these Terms and Conditions, BPR Bank, its employees, agents or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Client or any person howsoever arising from or relating to any delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the illegal and improper use of the Service by the Authorized User or any other person shall render the Authorized User liable for payment of financial charges as decided by BPR and/or will result in suspension of the Service to the Client. The Client and Authorized User are solely responsible for protecting any password given by BPR Bank for the use of the Service.

BPR Bank will not be liable for any unauthorized use of any password (s) given to any Authorized User or Mobile Phone Number; acting in good faith on any instructions received by BPR Bank; error, default, delay or inability of BPR Bank to act on all or any of the instructions; and loss of any information/instructions in transmission. BPR Bank shall not be liable for the oversight on part of the Client to update itself with the products which are provided through the Service.

#### Indemnity

In consideration of BPR Bank providing the Service, the Client agrees to indemnify and keep BPR Bank safe and harmless from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which BPR Bank may at any time incur, sustain, suffer or be put to as a consequence or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the Service.

BPR Bank shall have the discretion to charge such fees 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, post notification, shall imply the Clients acknowledgement and acceptance of the fees. The Client may at time discontinue or unsubscribe from the Service. The Client may at any time discontinue or unsubscribe from the Service. The Client shall be liable for payment of airtime or other charges which may be levied by any cellular service provider in connection with the Service and BPR Bank shall in no way be concerned with the same.

The fees payable by the Client is exclusive of the amount payable to any cellular service provider and would be debited from the account of the Client. The Customer shall be required to refer to the schedule of fees.

#### Termination

The Client may request for termination, in part or in whole, of the Service any time by giving a written notice of at least 15 days to BPR Bank.

The Client will remain responsible for any transactions originating from a Mobile Phone Number through the Service prior to the conclusion of the aforementioned 15 days. BPR Bank may at its discretion, withdraw temporarily or terminate the Service, either wholly or in part, at any time without giving prior notice, suspend the Service at any time during which any maintenance or repair is required to be carried out or in case of emergency or for security reasons, which require the suspension of the Service or if the Customer has breached these Terms and Conditions or BPR Bank learns of the existence of any circumstance which in its opinion would result in the Customer being unable to carry on its obligation herein to the fullest extent possible.

The closure of the Accounts and/or termination of the Mobile & iBank Services by the Client will automatically terminate the Service.

#### Notices

BPR Bank and the Client may give notice under these Terms and Conditions electronically to the mailbox of the Client (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by hand or by sending them by post to the last address given by the Client and in case to BPR and its Operations office at BPR Bank Rwanda Ltd, KN67 street.

In addition, BPR may also publish notice of general nature regarding the Service, which are applicable to all Clients. Such notice will be deemed to have been served individually to each Client.

#### Governing Law

Any dispute or differences arising out of or in connection with the Service shall be subject to the exclusive jurisdiction of the Courts of Rwanda and shall be governed by the Laws of Rwanda. BPR Bank accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any other country other than that of Rwanda. The mere fact that the Service can be accessed by a Client in a country other than Rwanda does not imply that the laws of the said country govern these Terms and Conditions and/or the operations in the Accounts and/ or the use of the Service.

#### Data Protection Approval

The customer agrees that BPR Bank may process personal data on his/her behalf for the purposes of offering mobile and internet banking services to customers. The bank shall process the personal data only as instructed by the customer, and both parties shall comply with applicable data protection laws of Rwanda.

The bank shall implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data. These measures should protect against unauthorized access, loss, destruction, alteration, or disclosure of personal data. The bank shall promptly notify the customer in case of any data breaches.

Each party shall indemnify and hold the other party harmless from and against any claims, damages, liabilities, losses, or expenses arising out of a breach of its obligations under the data protection clause or applicable data protection laws.