

# MOBILE BANKING APPLICATION FORM



Branch:

Date:

I/we request to apply for (please / where applicable) Mobile Banking

Name: Mr./Mrs./Miss:

NIN/Passport No:  Expiry Date:

Postal Address:  Postal Code:  Town:

Office Telephone No:  Mobile No.

Email Address:  Date of Birth:

## 2. Mobile Banking Application

Mobile Phone No:

## 3. Details of Accounts to be Registered

Account Name	Account Number	Branch
1.		
2.		
3.		
4.		

## 4. Declaration and Acceptance of Terms and Conditions.

I/we hereby declare that the information is true and accurate and i/we authorize Tropical Bank Ltd to make any inquiries as may be necessary to assess this application. I understand that erroneous information constitutes the criminal offense to false declaration. I have read the terms and conditions of using the Tropical Bank Mobile Banking services and I accept to be bound by the same.

I therefore freely append my signature attesting acceptance by signing.

Name:  Signature:  Date:

FOR BANK USE ONLY

ID Verified:

Yes

No

Biometric Verified:

Yes

No

Account mandate Confirmed:

Yes

No

Mobile Number verified:

Yes

No

Signature Verified:

Yes

No

Input by	Name	Sign	Date
Authorized by	Name	Sign	Date

Additional Comments

## Agreement and Acceptance

The Terms and conditions stated herein constitute an agreement for the services contemplated herein and become effective between you and Tropical Bank Ltd (“the Bank”, “we” or “us”) at the time of registering for e-Banking services.

## Definitions:

1. “Alerts” mean the customized messages to the Customer over mobile phones and email.
2. “Account” shall mean an account opened for a customer in the Core Banking System in Tropical Bank,
3. “Bank” means Tropical Bank Limited
4. “Customer” means a person who holds an account with the bank and is registered to use the Mobile, internet and SMS Banking platform and has accepted these Terms & Conditions. ‘the customer’ shall include any person or persons, firm or legal person (corporate body) and the word “his” also refers to the female gender.
5. “e-Banking services or platforms” shall mean all services accessible by the customer through use of the mobile devices which include mobile phones, tablets, computers and any other electronic means like IVR
6. “Mobile Banking” shall mean Bank customers access to accounts and general information on Bank products and services through a mobile phone device and transact off their account held with the Bank.
7. “Instructions” shall mean the instructions given to Tropical Bank directly by the Customer through Mobile/Internet/SMS Banking.
8. “Terms & Conditions” means these Terms & Conditions including any amendments all annexure, schedules, incorporated by reference from time to time.
9. “Services” shall mean the products offered by Tropical Bank through the E-Banking Platforms like Internet, Mobile Banking.
10. “App” shall mean the downloaded program that’s designed to perform mobile Banking services by the registered customer using their mobile devices.
11. “Valid Card” shall mean an unexpired ATM card issued by Tropical Bank

## Terms and Conditions

### 12. Incorporated Terms

In addition to this agreement, the terms and conditions of the Customers ATM card, account and facility terms and conditions shall apply to all transactions the Customer carries out or instructs the Bank to carry out through Bank accounts linked to the card or the account number –the Customer has selected through use of the internet Banking and SMS services

### 13. Instructions

The Customer authorises the Bank to carry out all activities or instructions sent to the Bank in regard to the Customer account upon the bank receiving instructions through an online platform initiated by a pass code/pin assigned to the Customer. This includes circumstances where the customer’s pass code/pin has been compromised in any way and the Bank has not been notified to that effect. An instruction is deemed to have been received by the Bank once the Bank confirms receipt of the instruction.

### 14. Use of Mobile Banking

Mobile Banking is a form of Banking service. This means that provisions of the General Terms relating to our Banking services apply to its operation.

In addition, the customer must:

- a) Ensure to comply with any local restrictions on downloading, using or otherwise exporting the Mobile Banking or the app;
- b) not download the Mobile Banking app from anywhere other than a store approved by us or install or use it on a jail-broken or rooted device;
- c) not use Mobile Banking or the app in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the agreement, or act fraudulently or maliciously for example by hacking into or inserting malicious code into the Mobile Banking app or iOS, Android, or other operating systems;
- d) not upload, store or share inappropriate or illegal images or content that breaches the rights of others;
- e) not attempt to derive income from the use or provision of Mobile Banking, whether for direct commercial or monetary gain or otherwise;
- f) not use Mobile Banking in a way that could damage, disable, overburden, impair or compromise Mobile Banking, Tropical Bank systems or security or interfere with other users;
- g) and not collect or harvest any information or data from Mobile Banking or our systems or attempt to decipher any transmissions to or from the servers running Mobile Banking.

### 15. “Device and Use”

The device which the customer selects to access electronic Banking may include a computer, cell phone, telephone or similar technologies and the medium through which the customer accesses internet Banking and SMS Banking services may include the internet, wireless application protocol (WAP), wireless internet gateway (WIG) short messaging system (SMS) or such similar systems. The device and medium shall collectively be referred to as “the communication system”.

### 16. Pass Code Protection and Irregularities

A “Pass code” refers to the customer’s unique PIN (Personal Identification Number). The Customer must protect and keep their PIN and/or access codes confidential at all times. All transactions initiated through a customer’s PIN or pass code, are deemed as full authority by the customer to the Bank to execute such instructions flowing therefrom.

The Customer is obliged to notify the Bank of any compromise of his/her PIN or Pass codes without delay.

Upon receipt of notification to disable the PIN or access code by the Bank from the Customer, The Bank is entitled to:

- a) Reject all instructions received after such notification;
- b) Suspend the processing of all instructions not yet executed;
- c) Deactivate the pass code without further notice; Ending a Transaction Session
- d) The customer ensure that they log-off from the Mobile or internet Banking system at the end of every Session.

### 17. Charges

Charges shall accrue on the account whenever a customer transacts on the Mobile/ internet/SMS Banking Platform. The Bank reserves the right to charge monthly subscriptions and or management fee in addition to transaction charges which shall be communicated in its tariff manual from time to time.

### 18. Lodging of Complaints

All complaints in regard the e-Banking platforms like Mobile or Internet Banking shall be reported to the Bank as soon as possible. The Bank shall upon receipt of any complaint, give feed back to the customer within reasonable time depending on the nature of the complaint.

**Limits**

The Bank reserves the right to set transaction limits, the amount and frequency of Payments that a Customer may make on his account through E.banking.  
Without prejudice to the generality of the aforesaid, processing of all the instructions is subject to the availability of funds on the Customer's account or Valid Card.

**19. Indemnity**

The Customer irrevocably undertakes to indemnify and keep the Bank indemnified, at all times hereafter and hold the Bank harmless against all actions, claims, demands, liabilities, losses, damages, legal fees, costs, charges and expenses of whatever nature that may result or which the Customer may sustain, suffer or incur as a result of utilizing the E Banking Service .The indemnity shall remain valid and subsisting and binding upon the customer notwithstanding withdrawal either partially or in totality the service offered.

**20. Unavailability, Suspension & Termination of the service**

- The Bank may suspend the service from time to time without prior notice to the Customer for any reason, including but not limited to:
- a) Technical failure of the system
  - b) Unavailability of telecommunication or electricity services; or other circumstances beyond the Bank's control.
  - c) The Customer undertake in the event of unavailability of the services, to mitigate any potential losses by using any other means for the duration of the unavailability of the service.
  - d) any interruption, malfunction, downtime or other failure of services provided by third parties, including, without limitation, third party systems
  - e) Any event over which we have no direct control.
  - f) Closure of related account (S).

**NOTE:** The Bank will not assume any liability or responsibility for any such unavailability and/or suspension.  
The service may be terminated at any time by notice from either Party. Any such termination shall be effective within 2 days from receipt of the termination notice.

**Disclosure of customer account information**

The customer hereby irrevocably mandates the Bank to disclose information in relation to the customer's Account as required by Law.  
The Bank may at its sole discretion record any and all information or instructions relayed from the Customer's phone and/or device and store the same along with all information in such form and manner as it deems necessary and appropriate. The information may be relied upon by the Bank or any other person who may reasonably require the same and/or produced in any proceedings or otherwise required by law.  
The Bank shall not be liable for any losses or damage caused (a) by the disclosure of confidential information (b) by the disclosure of information to the designated mobile phone/electronic device where such designated phone/device is in another person's possession

**Warranties**

Although the bank has taken due diligence to ensure that the content provided on the communication system is accurate and that the Customer suffer no loss or damage as a result of using it, the communication system and e-Banking services are provided "as is.

The Bank does not warrant that the communication system or internet Banking will be error free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality..

**21. Breach**

The Bank may terminate the Customer's access to the service if the Customer breaches a material term of this agreement and fail to remedy it within the timelines recommended by the Bank.

**22. Arbitration**

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between the Parties. If the Dispute cannot be settled amicably within 14 working days from the date on which either Party has served written notice on other of a dispute, then the dispute shall be referred to a Competent Court for jurisdiction.

Pending final determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.

**23. General Provisions**

- i) No failure on the part of the Bank to exercise any of its rights is to be construed as a waiver of any such right whether is done expressly or implied. It will not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.
- ii) Where any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable to any extent; such term condition or provision will be severed from the remaining terms, which will continue to be valid.
- iii) The Bank's address of service for any legal process is Tropical Bank Limited, P.O. Box 9485 Kampala, Uganda.
- iv) This agreement will be governed and construed in accordance with the Laws of Uganda.

**Note: All charges are applicable as per the Tariff Guide**

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

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

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

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