

Branch

Date

Customer No.

A/C No.

A/C Class

(FOR BANKS USE ONLY)

(Please fill in details in CAPITAL Letter, mark ✓ as appropriate and mention date in DD/MM/YYYY format (Gregorian Calendar) as far as possible)

### DETAILS WITH SIDDHARTHA BANK LIMITED

Do you have account with Siddhartha Bank Limited? ☐ Yes ☐ No

If yes, Existing Customer Number  Account Nos.

Please open an account with Siddhartha Bank Limited as follows:

### MAIN DETAILS

Account Type ☐ Current ☐ Call ☐ Others (Please specify)

Currency ☐ NPR ☐ USD ☐ Others (Please specify)

Account Name   
(As per Registration)

Constitution ☐ Proprietorship ☐ Partnership ☐ Pvt. Ltd. ☐ Public Ltd. ☐ Others (Please Specify)

### INCORPORATION DETAILS

Reg. No.  Reg. Date         Expiry Date

Registered with  PAN/VAT No.

Nature of Business

### OTHER DETAILS

Authorised Capital  Paid up Capital

Expected source of funds passing through the account

Expected Annual Business Turnover  Group Name

Sister Concerns: 1.  2.

3.  4.

### ADDRESS

Registered Address: P.O. Box  Street/Tole Name  Ward No.

MC/VDC  City  District  Country

Tel  Fax No.  Email

Contact Address: P.O. Box  Street/Tole Name  Ward No.

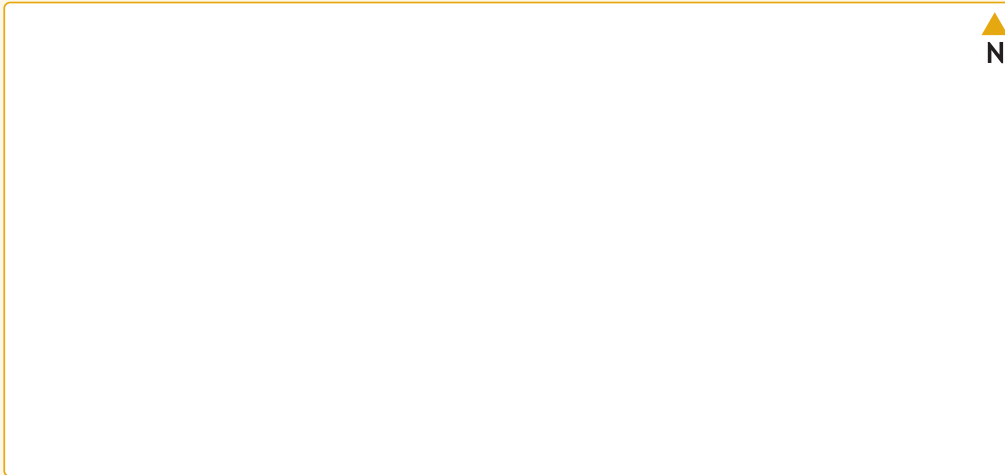
MC/VDC  City  District  Country

Tel  Fax No.  Email

### DETAILS OF PROPRIETOR/PARTNERS/DIRECTORS/EXECUTIVE COMMITTEE MEMBERS/MAJOR OFFICIALS

No.	Name	Designation	Residential Address (full details)	Citizenship No. Issued Date/Place	Contact No.
1.					Mob. No. Res. Ph. E-mail
2.					Mob. No. Res. Ph. E-mail
3.					Mob. No. Res. Ph. E-mail
4.					Mob. No. Res. Ph. E-mail
5.					Mob. No. Res. Ph. E-mail

Note: Please attach separate sheet if required

**LOCATION MAP OF REGISTERED ADDRESS OF FIRM/COMPANY/INSTITUTION****OTHER BANK DETAILS**Do you have account with other banks ? ☐ Yes ☐ No

If yes, Name of Bank 1. \_\_\_\_\_ Account No.

2. \_\_\_\_\_ Account No.

3. \_\_\_\_\_ Account No.

Are you availing credit facility with other banks ? ☐ Yes ☐ No

If yes, Name of Bank 1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

**OTHER SERVICES DETAILS**

Services Sought ☐ Internet Banking ☐ Mobile Banking ☐ SMS Alert ☐ Utility Payment ☐ Other (please specify) \_\_\_\_\_

Account Statement Frequency ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ On Demand

Account Statement Delivery ☐ Post ☐ Special Delivery ☐ Courier ☐ Collect ☐ Email

**ACCOUNT OPERATING SPECIMEN SIGNATURES AND INSTRUCTION**Account Operation ☐ Single ☐ Any Two ☐ As per special InstructionSpecial Instruction 

Signature (Please sign within the box in black ink)

Name:
Designation:

Signature (Please sign within the box in black ink)

Name:
Designation:

Signature (Please sign within the box in black ink)

Name:
Designation:

Signature (Please sign within the box in black ink)

Name:
Designation:

Note: Please fill in separate signature specimen cards in case of more number of account operators. Please cross the unused boxes.

## RULES, TERMS & CONDITIONS FOR ACCOUNT OPERATION

In consideration of Siddhartha Bank Limited (hereinafter referred to as the "Bank") opening and/or continuing the Current/Savings/Call/Fixed Deposit or any other account(s) in our name (hereinafter referred to as the "Accounts") and providing banking facilities to such business (hereinafter referred to as the "Customer" or "we"). We agree to be bound by the terms and conditions set out below and agree that the Accounts will be governed by and be subject to these terms and conditions (hereinafter referred to as the "terms"). We also agree that all deposits whether Savings, Current, Fixed or Foreign Currency that may be placed by us with the Bank are subject to the prevailing rules and regulations of the Bank, Nepal Rastra Bank and are governed by laws in effect from time to time. These Terms shall apply to each of the Accounts of whatever nature hereafter opened with, continued with or maintained with the bank or its successors or assigns. The words "we", "our" and "us" shall be read as "I", "my" or "me" if this form is signed by or on behalf of an individual.

### A) Bank Accounts

- 1) We authorise the Bank
  - (i) to take actions in relation to the terms incorporated under this agreement on receipt of instructions or documents given or executed in accordance with the signing instructions specified in the account opening form until such time as we give the Bank written notice to the contrary.
  - (ii) for making payments of cheques, bills of exchange, promissory notes, standing orders, direct debts, issuance of draft, mail and telegraphic transfers, purchase and sale of foreign currency and any other instructions by debiting the Account(s) whether in credit or otherwise, and
  - (iii) to accept any other instructions regarding the Accounts including instructions for the closure of all or any of the Account(s).
- 2) We understand that any funds received by the Bank on our behalf shall be credited to the relevant Accounts unless the Bank receives written instructions from us to the contrary.
- 3) We understand that the Bank acts only as our collecting agent and assumes no responsibility for the realisation of any items deposited with the Bank for collection. Proceeds of cheques or other instruments deposited with the Bank are not available for withdrawal until collected by the Bank. The Bank reserves the right to debit any of the Accounts that may have been exceptionally credited with an item subsequently unpaid on collection. The Bank may refuse to accept for collection cheques drawn in favour of third parties or if the payee's name is not identical to our name on the Bank's record. The Bank will not accept for credit to the Accounts any cheque or negotiable instruments in favour of a third party crossed or denoted "A/C Payee" (or any words of similar effect). The Bank may at any time debit and recover from the Accounts the value of any instrument negotiated, purchased or collected by the Bank in the event that the proceeds are not received against the same at any time and/or after receipt of proceeds, the account of the Bank is debited or proceeds recovered from the Bank upon return of the instrument by the drawee bank or correspondent Bank.
- 4) The Bank may, in its absolute discretion, issue us with cheques in any form for the Accounts and may at any time in its discretion withdraw or recall the same. The Bank may also refuse to allow withdrawals except through such cheques. If a cheque book is issued, we undertake to be responsible for its safe custody at all times and we will immediately notify the Bank if this or any of the cheques contained therein, is lost or stolen. We understand that the Bank may, in its absolute discretion accept from us any stop cheque instructions (either verbally or in writing) in cases where we have lost the relevant cheque or, in other circumstances in which it is allowed by the law and agreed by the Bank. Should the Bank accept any such instructions from us, we hereby undertake to indemnify the Bank against any loss, damages, costs (including any legal costs) or demands as incurred by the Bank as a result of or in connection therewith. The Bank will not be liable for any loss due to payment of any lost or stolen cheques, unless the Bank had notice of such loss or theft at the time of payment.
- 5) We accept that the provision of any overdraft facility or other accommodation by the Bank to us may be granted or refused at the sole discretion of the Bank. The continuance or withdrawal of such facility or accommodation at any time is also at the Bank's sole discretion.
- 6) We will be liable for any overdraft or other facilities arising in connection with any of the Accounts and we hereby authorize the Bank to debit any of the Accounts with all or any mark-up, commission and other banking charges, costs and expenses (including any legal costs) incurred in connection therewith at such rates as may be determined by the Bank from time to time in its absolute discretion. We will also pay to Bank any such amounts, in the manner and at such times, as may be required by the Bank in its absolute discretion.
- 7) As regards any and all amounts credited to Accounts during the period when any overdrafts or any other banking facilities in connection therewith are being provided by the Bank to us, such amounts shall firstly be applied by the Bank to reduce any mark-up payable on the overdrafts or any other banking facilities until the mark-up is paid in full. Then and only then shall any such amounts so credited be applied to reduce the principal amount of any such overdraft or any other banking facilities.
- 8) The Accounts will be subject to applicable charges as per the Bank's schedule of such charges as revised from time to time. The Bank shall always be entitled without notice to us to recover from and debit the Accounts for any charges, expenses, fees, commissions, mark-up, penalties, withholding taxes, levies of government departments or authorities and any other impositions in respect of the Accounts or the balances in the Accounts. The Bank is authorized to reverse credit entries made in error. The Bank is also entitled to reverse debit entries made in error in relation to the accounts. Any charges debited by the Bank are not refundable upon closure of any or all of the Accounts.
- 9) We authorise the Bank to accept for safekeeping, collection or for any other purpose, any securities or other property deposited with the Bank on our behalf or received from us and to release or to deliver or give any such securities or property against our written instructions.
- 10) The deposits and their payments are governed by the laws in effect from time to time in Nepal and are payable only at the branch of Siddhartha Bank Limited in Nepal where deposits were made. The Bank has discretion to allow withdrawal at other branches in Nepal subject to the production of evidence of identity of the customer that is satisfactory to the Bank and after payment of any customary charges that may be levied by the Bank from time to time, for such deposits or withdrawals.
- 11) The rates of any interest payable on any account may be displayed by the Bank at its various branches in Nepal and we accept that such rates may be subject to change without notice to the customer. The Bank shall have the exclusive right to determine the basis for the calculation of the amounts payable as interest on any type of Accounts. No interest will be payable by the Bank on current accounts in any currency.
- 12) Withdrawal of term deposits prior to maturity may be allowed at the discretion of the bank and may attract penalties by way of forfeiture or reduction in the interest as the case may be, payable on maturity and/or charges which are subject to change without notice to us, as determined by the Bank.
- 13) We accept that there are risks associated with the Accounts denominated in foreign currency. Accordingly, we accept that withdrawals from and credit to foreign currency accounts shall be subjected to availability of foreign currency notes at the time of withdrawal and subject to prevailing Nepal Rastra Bank and Nepal Government's rules and regulations. We also agree that the Bank may decline acceptance of foreign currency notes for credit to the Accounts at its discretion.
- 14) We accept that the Bank shall not be liable for unavailability of funds credited to the Accounts due to restrictions on convertibility or transferability or payment of funds, requisitions, involuntary transfer, acts of war, civil strike or other caused beyond the control of the Bank. We further accept that neither the Head Office nor any branch, subsidiary or affiliate of the Bank shall be liable for any consequences thereof, if due to any actions of or restriction imposed by Government of Nepal, Nepal Rastra Bank or any other authority or entity, any branch of the Bank is unable to either make payment to the customers at all, or to transfer such funds in such currency at all. We are solely responsible for all such risks and any associated costs and expenses howsoever arising (including without limitation, those arising from any international or domestic legal or regulatory restrictions) in respect of any such account. We agree that the Bank's determination of whether it is or is not able, given the prevailing applicable law and regulations, to make any payment from or permit any withdrawal or transfer from any Accounts shall be final and binding on the Customer and shall not be questioned.
- 15) We understand that the statement of account will be provided and sent by mail or kept on hold at the Bank at such frequency as the Bank may determine from time to time or as requested by the customer. Statement of account will be provided on a quarterly basis for Savings account and monthly basis for Current accounts unless otherwise advised. The contents of the statement of account will be treated as correct and conclusive and all discrepancies or objections, if any shall be deemed to be waived unless notified in writing to the bank within the timeframe mentioned in statement of account. No statement of account will be sent or provided for a term deposit for which only deposit confirmation receipt will be issued. It is the responsibility of the account holder to provide the bank their correct and full address and any change in their address must be advised to the bank promptly. A flat fee according to bank's Standard Tariff of Charges will be levied in the event if the statement to be posted is returned undelivered on account of wrong/incomplete address. A fee according to Bank's Standard Tariff of Charges will be levied for each duplicate statement. We understand that Bank may levy charge for delivery of statement except the same is collected by us from Bank's Accounts Opening Branch. We also understand that there may be certain charge levied for printing of statement of Accounts as per the Bank's Standard Tariff of Charges.
- 16) We authorize the bank to respond, if it shall so choose, to any and all enquiries received from any other banks concerning the Accounts without reference to us. For the avoidance of doubt, any such response may include a bank reference. We hereby authorize the bank to release any information in respect of the Accounts and balances in the Accounts to any authority demanding the same provided the bank bona fide believes it is obliged to release such information. No information to account holders shall be provided over telephone unless we have availed Teleshanking services.
- 17) We understand that we may close any of the Accounts by giving prior written notice to the Bank. The Bank may however, either, at its own instance, or at the instance of any court or administrative order, or otherwise close, freeze or suspend dealings in any of the Accounts without prior notice to us or, without being liable for any breach of any duty it may owe to us.
- 18) We authorize the Bank to make disclosure in respect of the Accounts as may be required by any court order or competent authority or agency under the provisions of applicable law and/or otherwise to protect the interest of the Bank.
- 19) In relation to any dealings in respect of any of the Accounts, the Bank shall not be liable for any loss resulting from such dealings in the event of our incapacity or bankruptcy (or any other analogous events or proceedings) unless and until the Bank has received written notice of any such event together with such documentary evidence as the Bank may require. Further, the Bank, shall not be liable to us for any losses, damages or delay attributable in whole or in part to the acts or omission of any government or government agency or any other event outside the Bank's control including, without limitations, strikes, industrial action, equipment failure or interruption of power supplies.
- 20) If conflicting or unclear instruction are issued by ourselves or any of the persons authorized to operate the Accounts, the Bank shall be entitled forthwith to stop the operation of the relevant Accounts until such time as that matter is resolved to the satisfaction of the Bank. We agree that the Bank will not be liable for failing to take any action in respect of the Accounts in the presence of conflicting or unclear instructions. We shall be liable for the repayment of any finance availed by us, together with return, interest and mark-up thereon at a rate determined by the Bank from time to time.
- 21) Cheque book, Statement of Account or any document/instrument containing information of Accounts will be delivered to a third party only after obtaining the identity document of the receiver and authority from us by any means of communication. However, Bank will not be held responsible if such provisions are overlooked.
- 22) The Bank shall not be held responsible for any shortfall/shortages not brought to the notice of the bank during cash withdrawal at the bank's counter. We authorize the Bank to recover from our Accounts for the shortfall amount observed due to any deposit or withdrawal transactions in the Accounts.
- 23) We accept that the Bank shall have the right to refuse to open an Account or close an existing Account without assigning any reason. The Bank may prescribe minimum balance requirements for opening and/or maintaining Accounts. The prescribed minimum balance must always be maintained, failing which a monthly ledger fee may be levied by the Bank as per Standard Tariff of Charges. We understand that the Bank may close any of the Accounts by giving a 60 days' notice to us. Any credit balance remaining due after expiry of 60 days will be sent by mail to us by a draft or pay-order in full discharge of the Bank's liability in respect of the Accounts. Accounts may automatically be closed if they carry nil, negative or balance less than the applicable minimum balance for 60 consecutive days. We authorize the Bank to levy account closing charges as per Bank's regulation for closure of Accounts on our request or at Bank's discretion.
- 24) In case of partnership accounts, each one of the partners shall be both jointly and severally liable for the payment of any finance, together with return, interest, thereon at a rate determined by the Bank from time to time.

### B) Banking Instruction by facsimile

- 1) Unless we instruct the Bank in writing to the contrary (notwithstanding the provisions of clause 2 hereunder), the Bank is authorized, but not obliged, to act on banking instruction.
- 2) We shall release the Bank from and hereby agree to indemnify and hold the bank harmless from and against all actions, suits, proceeding, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequence of, or in any way related, to:
  - (i) The Bank having acted in good faith in accordance with our written facsimile instruction which appears on their face to emanate from us, notwithstanding that such instruction(s), as above may have been initiated in error or fraudulently altered, misunderstood or distorted during communication; and
  - (ii) The Bank having refrained from acting in accordance with our written, facsimile instruction including a failure to act by reason of failure of actual transmission thereof to the Bank or receipt by the Bank for whatever reason, whatever connected with fault, failure or unreadiness of the sending or receiving machine.

### C) Notices

Any demand or communication made by the Bank under these Terms and Conditions shall be in writing and made at the address given by the Customer (or such other address as the Customer shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on us on the date of posting.

### D) Acceptance of Terms and Conditions

We accept that the Bank reserves the right to modify these Terms and Conditions from time to time. The revised or modified Terms will become effective upon notice being given to us, such notice being deemed to have been properly given, if the revised Terms and Conditions are displayed or made available at the branches for a period of 15 days from the date of revision. We hereby waive any and all claims we may have against the Bank pursuant to the Accounts or these Terms and Conditions unless such claim is based on fraud or willful misconduct of staff of the Bank. The Bank's interpretation of these Terms and Conditions shall be final and binding on us. We have signed the application form as a token of acceptance of the aforesaid Terms and we have read and understood the Terms and Conditions prior to such signing.

**CHEQUE BOOK REQUISITION**

Please supply a new cheque book to ☐ me/us or ☐ Mr/Ms \_\_\_\_\_

being my/our authorized agent whose specimen signature appears below.

\_\_\_\_\_  
Signature of Authorized Agent

Received with thanks a cheque book containing \_\_\_\_\_ cheque leaves from No. \_\_\_\_\_ to No. \_\_\_\_\_.  
Cheques are counted and verified and are found correct.

\_\_\_\_\_  
Signature of Receiptent

**DECLARATION, CONSENT & AUTHORIZATION**

1. I/We hereby certify that the authorities to open and operation of account with Siddhartha Bank Limited have been given in terms of our board resolution/working committee minute/partnership deed dated \_\_\_\_\_. A duly attested copy/extract of which is enclosed herewith.
2. I/We hereby agree to pay all charges/fees applicable for rendering various services from the Bank and authorize the Bank to debit my/our account. Bank may revise and apply such charges from time to time without prior notice to me/us.
3. I/We have read and understood and hereby agree to the general rules, terms and conditions for account operation contained in this form. I/We certify that the information provided herein are correct and true, if found otherwise I/we will be fully liable incase of any consequences arising thereafter. I/We hereby agree to accept, abide and be bound to present and future rules, terms and conditions of the Bank governing account opening and operations. In the event I/we fail to abide by such terms and conditions, I/we shall bear the damage and /or penalties as a consequence thereof.
4. I/We hereby submit the copy(s) of document for account opening as required by the Bank and regulatory authorities and also hereby confirm that all the submitted documents are correct and genuine, if found otherwise I/we will be fully responsible for any legal consequences arise thereto.
5. I/We hereby declare that no transaction would be conducted through the account in support of terrorism activities, organized crimes, human trafficking, drugs trafficking, Money laundering activities and any other activities that may be harmful to the Bank and are prohibited by law.
6. Person(s) signing signature specimen card for this account is/are authorized signatory for operation of account.
7. I declare that I am the sole proprietor of Messers \_\_\_\_\_ and undertake to notify the bank in case there is any change in the constitution of the firm. I will be fully responsible for any act done on behalf of the firm.

(Point No. 7 applicable for proprietorship firm)

Seal/Stamp

\_\_\_\_\_  
Authorized Signature (s)

Name:

Designation:

**FOR BANK'S USE ONLY**

1. Cheque Book Ordered/Printed ☐

3. Documents Completed ☐

2. Document copies verified with original ☐

4. PAN/VATNo. verified ☐

Signature Attested By \_\_\_\_\_ (Please Sign) Signature Scanned By \_\_\_\_\_ (Please Sign)

Customer Category \_\_\_\_\_ Tax Category \_\_\_\_\_

Account Class \_\_\_\_\_ Account Open Date \_\_\_\_\_

Relationship Officer \_\_\_\_\_

Approving remarks \_\_\_\_\_

\_\_\_\_\_  
Prepared/Checked by

\_\_\_\_\_  
Verified by

\_\_\_\_\_  
Approved by

Additional information to be filled up individually by the Owners/Partners/Directors/Top Executives/Account Operators as supplement to account opening form filled up for Employer Institution.

Branch: \_\_\_\_\_

Date: \_\_\_\_\_

PP Size photo

Employer's Name: \_\_\_\_\_

(Name of Institution for which account is being opened)

Name of Official: \_\_\_\_\_

(Person signing this form)

Designation: \_\_\_\_\_

Gender: ☐ Male ☐ Female ☐ Others

Nationality: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ PAN: \_\_\_\_\_

Citizenship No: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Issued District: \_\_\_\_\_

Passport No: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Issued District/Place: \_\_\_\_\_

**Other Identification document (ID) Details**

ID Number: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: (If any) \_\_\_\_\_

ID issuing Office: \_\_\_\_\_

**Permanent Address**

District: \_\_\_\_\_

M.C/V.D.C: \_\_\_\_\_

House No: \_\_\_\_\_

Phone (Work): \_\_\_\_\_

Zone: \_\_\_\_\_

Ward No: \_\_\_\_\_

Post Box: \_\_\_\_\_

Mobile: \_\_\_\_\_

Country: \_\_\_\_\_

Street/Tole: \_\_\_\_\_

Phone (Res): \_\_\_\_\_

E-mail: \_\_\_\_\_

**Present Address** (If different from Permanent Address)

District: \_\_\_\_\_

M.C/V.D.C: \_\_\_\_\_

House No: \_\_\_\_\_

Phone (Work): \_\_\_\_\_

Zone: \_\_\_\_\_

Ward No: \_\_\_\_\_

Post Box: \_\_\_\_\_

Mobile: \_\_\_\_\_

Country: \_\_\_\_\_

Street/Tole: \_\_\_\_\_

Phone (Res): \_\_\_\_\_

E-mail: \_\_\_\_\_

**Family Details**

Spouse's Name: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Mother's Name: \_\_\_\_\_

Grand Father's Name: \_\_\_\_\_

I hereby declare that all the information contained in this form and documents supplied herewith are true and correct in all respect. If found otherwise, I will be fully responsible as per the prevailing law. The Bank is authorised to share my information to the parties authorised by the Bank for various banking services or to any entity allowed to collect such information lawfully. The Bank is allowed to contact me on above given details by any means of communication and the Bank will not be responsible for any consequences thereon. I hereby agree to notify the Bank in case of any changes in the details provided. The Bank will not be held responsible for any consequences arising in future in case I failed or delayed to inform the change in the details provided.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Bank's use only**

Employer's CIF: \_\_\_\_\_

Individual's CIF: \_\_\_\_\_

(If available separately)

Checked By \_\_\_\_\_

Reviewed By \_\_\_\_\_

Approved By \_\_\_\_\_



# SBL VISA Card/iConnect/mConnect Application Form

Date: \_\_\_\_\_

**IMPORTANT:**

Please completely fill up the form in block letter and attach the necessary document. (Please use appropriate spacing)

I/ We hereby apply for SBL VISA CARD/iConnect/mConnect Service and declare that the information given below true and accurate. If any of the information given herein changes, I/ We shall immediately notify you of such changes.

**Customer Information**

Name:   
Customer ID:  Date of Birth:   
Email Ad:  Mobile No: 
**FOR VISA CARD Service**

Card Type (Please tick) Domestic Debit ☐ International Debit ☐ SBL CLUB Card ☐ Domestic Prepaid ☐  
International Prepaid ☐ Medical Prepaid ☐ Others (Specify) \_\_\_\_\_  
Account No:  Initial Default PIN 
**FOR iConnect Service**

Service Required: General View ☐ Fund Transfer ☐

I/We kindly request you to link following account number to my SBL iConnect Services. I/We hereby confirm that I/We are the authorized signatory and operator of below mentioned accounts.

No.	Customer ID:	Account Number	Account Name
1			
2			
3			

**FOR mConnect/SMS Service ONLY**

I/We kindly request you to link following account number to my SBL mConnect Services. I/We hereby confirm that I/We are the authorized signatory and operator of below mentioned accounts.

No.	Account Type	Account Number	Account Name
1	Primary Account		
2	Secondary Account 1		
3	Secondary Account 2		
4	Secondary Account 3		

Services Required: SMS Alert ☐ mConnect ☐  
Alert Type (for SMS Alert Only): Debit ☐ Credit ☐ Both ☐
**Services Required (For mConnect only)**
**Financial Services**

Account Fund Transfer ☐ Merchant Payment ☐ Utility Payments ☐ Electronic Top ups ☐
**Non-Financial Services**

Card Services ☐ iConnect Services ☐

I/ We herby confirm that I/ we have read and understood the terms and conditions stated overleaf of this application form and agree to abide by it for using Siddhartha Bank's VISA Card/iConnect/mConnect Services. I/ we herby authorize Siddhartha Bank Limited to debit my account to recover all the applicable charges for using Siddhartha Bank's VISA Card/iConnect/mConnect services. I further accept the right of the Bank to make the necessary changes in the terms and conditions and applicable charges as per the Bank's Rule.

Applicant signature  
Date :

I/We hereby confirm that I am the authorized account holder associated with this account. I confirm the receipt of SBL VISA Card in good condition and agree that no liability shall be held in part of Siddhartha Bank for use of this card.

Applicant signature  
Date :

I/We hereby confirm that I am the authorized account holder associated with this account. I confirm the receipt of SBL iConnect Password in good condition and agree that no liability shall be held in part of Siddhartha Bank for use of this Service.

Applicant signature  
Date :

#### Terms & Conditions for the use of SBL VISA Debit Card

- Abbreviations:
  - "SBL & The Bank" refers to Siddhartha Bank Limited
  - "ATM" refers to Automatic Teller Machine and "SBL ATM" means Automatic Teller Machines installed and operated by Siddhartha Bank Limited.
  - "POS" refers to the Electronic Point of Sale Terminals used to process card transactions.
  - "Card" refers to the Visa or SCT or any other cards issued by Siddhartha Bank Limited to the cardholder.
  - "Cardholder" refers to the person to whom the Card is issued.
  - "PIN" refers to the Personal Identification Number being used for doing card transaction.
  - "Account & Accountholder" refers to the bank account and respective authorized operator of the account maintained with Siddhartha Bank Limited.
  - "Visa" refers to the card brand issued and acquired by Siddhartha Bank pursuant to agreement with Visa Worldwide Pte Ltd., Singapore
  - "SCT" refers to the card brand issued and acquired by Siddhartha Bank pursuant to agreement with Smart Choice Technology Pvt. Ltd, Kathmandu, Nepal.
  - "NPN" refers to the card brand issued and acquired by Siddhartha Bank pursuant to agreement with Nepal Investment Bank owner of national Payment Network.
  - "Merchant" refers to the outlets which accepts card as mode of payment for the sales of goods and services.
- Facilities of Cash Withdrawal, Balance inquiry and Printing of Mini-Statement through ATM and purchase of goods/services through Point of Sales (hereinafter referred to as "POS") at the Merchant locations accepting the Bank's Debit Card (hereinafter referred to as "Card.") are available through the use of the Card for the person(s) to whom the Bank has issued the Card (Hereinafter referred to as "Cardholder."). Bank may from time to time change/amend/ add facilities in the Card with or without giving prior notice to the cardholder.
- The ATM or POS may be utilized by the Cardholder using the Card and the Personal Identification Number (Hereinafter referred to as "PIN") selected by the customer while applying the Card and has to be changed at first attempt using SBL ATM.
- Cardholder declares that use of the PIN selected by him/her will be in a feasible degree of protection in light of their particular needs and circumstances. Bank assumes no duty and responsibility towards any breach of security by the Cardholder or the unauthorized disclosures or use of a PIN. Except as otherwise provided by the law, bank is not responsible in any way for the manner in which the Card is utilized.
- For Joint Account that is operated on the signature(s) of either anyone or all of the joint account holders, one or more Cards can be issued against the joint account at the request of the authorized signatories at the time of application. The joint account holders will be jointly and severally liable for all transactions processed by the use of the Card or Cards and the terms and conditions herein shall be jointly and severally binding on all account holders and as the context requires, terms and conditions herein will include the plural. Each Cardholder of a joint account or supplementary Cardholder understands that separate notice is not required in respect of transaction by the use of different Cards.
- The Card must be signed immediately upon receipt by the Cardholder. The Card remains the property of the Bank all the time and the Bank shall withdraw or ask to return the card without giving reasons and cardholder must return the card to the Bank upon demand.
- Usage of the Card will be limited to debits only. Bank may from time to time change/amend/add facilities in the Card and usage of the Card may go beyond debits in such cases.
- The Card is not transferable and shall be used exclusively by the Cardholder. Even if the Card is used by a person who obtained its possession with or without consent of the Cardholder also deems as authorized use of Card.
- The Card shall be issued to the cardholder at his sole risk and responsibility. The Cardholder undertakes not to pass the Card or to disclose the PIN to any other person.
- Cash withdrawal from SBL ATM will only be dispensed in Nepalese currency. The bank also reserves the exclusive right to limit the total cash withdrawal by cardholder per transaction or total transactions during the 24 hours a day. The arrangement made by the Bank in terms of ATM cash withdrawal may be changed from time to time with or without prior notice.
- The Cardholder must inform the Bank in writing in the event of loss or theft or damage of the Card immediately. The Cardholder him/herself will be liable for any or all transactions made by use of the Card or PIN

- unless Bank has received notice in writing of any loss, damage or theft of the Card and disclosure of the PIN. The bank will block the card immediately and replace the card as per request of the cardholder.
- The Cardholder undertakes to be unconditionally and without limitations liable for all debits whether authorized or unauthorized where utilized by the Cardholder or some other person(s) and whether arising from Card lost or stolen. The Cardholder irrevocably authorizes the Bank to debit his/her account(s) with the amount of withdrawal(s) through ATM or purchase through POS affected through the use of his/her Card.
  - In the event of the Cardholder at any time drawing amount in excess of the credit balance in his/her account, the Bank will be entitled to create an overdraft in his account and the Cardholder agrees to repay the same on demand along with interest at the rate fixed by the Bank.
  - Wrong entry of PIN in three continuous attempts while making transactions at ATM or POS will automatically make the Card inactive. In such case the Cardholder will contact the Bank to activate the card for further use.
  - In the case of transaction from the ATM, the Cardholder should take in his/her possession all the money for which s/he has used the Card as soon as the money is dispensed by the ATM. If the money is not taken by the Cardholder within 30 seconds of the money dispensed, the cardholders account will be debited but the money will be retained by the ATM.
  - Any error or discrepancies noticed in the transaction receipt or the mini statement has to be reported to the Bank by the Cardholder immediately.
  - Cardholder can check his/her Mini Statement of Account through ATM. All debits made by use of the Card and all disputes regarding Card debit(s) need to be communicated in writing to the Bank. Communications shall include the Cardholder's name, the amount of any dispute or suspected error, and description of the dispute in error. Any communication regarding a dispute or suspected error must be received by Bank within thirty (30) days of the date of transaction made or incorrect debit transaction. Else otherwise the transactions will be presumed to be correct and accepted by accountholder.
  - Bank shall have the right at its sole discretion to terminate Cardholder's privileges at any time with or without prior notification.
  - The Card shall be deemed cancelled effective upon closure of the account by the Cardholder or the Bank or at the expiry period of the Card if not renewed for further period.
  - Bank is not responsible for the refusal to honor the Card by anyone including ATM or merchants..
  - The Bank at its sole discretion reserves the right to impose charge for services provided through the use of the Card. Such charges will be determined by the Bank from time to time and debit to the account of the cardholder with or without prior notification.
  - The Bank shall not in any way be liable to the Cardholder for non-availing of ATM and POS services for any reason whatsoever including mechanical failure or failure of power supply. The Bank further reserves the right to withdraw ATM and POS services all together at anytime without notice to the Cardholder.
  - The Bank will not be responsible for any financial claim against misuse of the card by cardholder or card holder agent (agent can be an authorized or unauthorized person having access to the card & PIN issued to cardholder) for whatsoever reason.
  - The Bank will not be liable for any financial claims/ liability (Cardholder or Third Party) arising out of the reason attributable to the performance of the Bank's card & systems.
  - If any provision of these terms and conditions becomes unlawful or unenforceable for any reason, the remainder of it will remain enforceable.
  - Bank may from time to time add, amend, or change the above mentioned terms and conditions without prior notice to the Cardholder and the Cardholder will be unconditionally liable to accept and adhere to all such additions, amendments and changes.
  - The Card will be valid for use until its expiry period as mentioned in the Card and then after cardholder must contact to the Bank for renewal.
  - Terms and conditions contained herein shall stand amended if prevailing law, government regulations, directives of Nepal Rastra Bank and other regulatory authorities require such amendments.
  - The terms and conditions mentioned above shall become effective immediately after receipt of the Card by the Card applicant.

#### Terms & Conditions for the use of SBL iConnect Services (Facilities)

This iConnect Banking Terms and Conditions explains terms and conditions governing the basic Internet Banking service offered by Siddhartha Bank Ltd ("the Bank") whereas the Customer has applied to the Bank to avail the iConnect Service ("the facilities") and the Bank has assessed and determined

the eligibility for the use of the facilities, the two parties have agreed to offer and use the said facilities in strict compliance with the terms and conditions laid down hereunder:

#### Definitions and Interpretations:

In this agreement, unless indicated to the contrary the following words and phrases shall have the meanings as set below:

- "iConnect Service" refers to an electronic facility made available via the internet which enables Customers to have access to Banking transactions such as balance enquiry details about transactions in the account(s), transfer of funds, product and any other services (including transaction of financial and non-financial nature) as the Bank may decide to provide from time to time through internet. The term iConnect Service, e-Banking, Net Banking Service/facility and Internet Banking Service may be interchangeable used.
- "Bank" refers to Siddhartha Bank Ltd., a company incorporated under limited company and licensed as Bank under prevailing Banking laws of Nepal and having its registered office at Teendhara Road, Kamaladi, Kathmandu, Nepal
- "Account(s)" refers to the Customer's Bank account, msuser finance loan account, credit card account and/or any other type of account (each account hereinafter referred to as an "Account" and collectively as "Accounts") so assigned by the Bank for operation of Banking transactions through internet Banking.
- "Customer" refers to legal owner(s) of Bank Account who has been authorized by the Bank to use iConnect Service. In case the Customer being a minor the guardian of such minor shall be permitted to use the facility.
- "Password" means unique password chosen by the Customer.
- "User Name" means unique user identity supplied by the Bank to the Customer
- "Personal Information" refers to the information about the Customer obtained in connection with iConnect/any other Banking relationship with the Bank.
- "Website" refers to the website owned, established and maintained by SBL
- "Business Day" means a day on which Banks are ordinarily open for business.

#### General Agreement:

The terms and conditions contained in this agreement, along with those incorporated in application filled by the Customer with the Bank shall collectively form part of the contract. It shall further include such terms and conditions that the Bank may agree to with any service provider in the process of making the facility available to the Customer. The Bank reserves the right to revise, modify, expand or reduce these terms and conditions for the time to time with or without notice to the Customer and shall be binding on the Customer if the Customer continues to maintain Services and or after the effective date of variation. Each of the provisions of these Terms and Conditions is distinct from the others, and, if any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality or enforceability of the remaining provisions shall not be affected in any way these terms and conditions will stand amended if law government regulations issued regulatory bodies necessitate such amendment

#### Applicability of Terms:

These Terms form the contract between the user and Siddhartha Bank Ltd. for availing Internet Banking. The user shall apply to Bank in the prescribed form for use of Internet Banking. Siddhartha Bank shall be entitled as its sole discretion to accept or reject such applications as may be submitted by the Customer. By applying for or availing of iConnect Service, the user acknowledges and accepts these Terms. By registering to use the services, the Customer warrants that all information provided by the Customer to the Bank in relation to the service is true, complete, relevant and up-to-date.

#### Internet Banking:

For the purpose of availing Internet Banking, the user would need to have legal and valid access to Internet. The information provided to the Customer through the Internet Banking is not updated continuously but at regular intervals. Consequently, any information supplied to the user through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Customer.

Authorized Signature \_\_\_\_\_



Bank shall not be liable for any loss that the user may suffer by relying on and acting on such information. The Customer shall ensure that Internet Banking or any related service is not used for any purpose which is illegal, improper or which is not authorized under these terms and conditions

#### Unauthorized Access:

The Customer shall be fully responsible for any accidental/negligent and/or unauthorized and illegal use of Internet Banking. He/She shall take all necessary precautions to prevent unauthorized access to the Account provided by the Internet Banking. The Bank shall take commercially reasonable care to ensure the security of and to prevent unauthorized access to the Internet Banking commercially reasonable technology available in Nepal to SBL.

#### Eligibility:

The Customer undertakes that he/she is an account holder of the Bank or is allowed to independently use an account and agrees to be bound by the terms and conditions of the use of facility. In case of joint account where the mode of operation is anyone, Customer undertakes that none of the joint account holder is a minor, and that each of the joint holders of the account has agreed in writing submitted along with application to be bound jointly or severally for any obligations arising out of the use of the facility. In case of minor's account, the guardian cited in the account opening form will be eligible for the Internet Banking.

#### Internet Banking Password:

The Customer would be provided with a set of secret passwords by the Bank in first instance and the Customer is required to change the password. As a safety measure, the Customer shall change the password as frequently thereafter as possible. The Customer acknowledges, represents and warrants that the password which will be issued to him/her provides access to the Account and that the Customer is the sole and exclusive owner and is the only authorized person of the password and accepts sole responsibility of use, confidentiality and protection of the password.

#### Customer Undertakings:

By applying for the use of iConnect Service and agreeing to the terms and conditions of its use, the Customer:

- Warrants that all information provided by the Customer to the Bank in relation to the Services is true, complete, relevant and up-to-date.
- Agrees that he/she shall not use or knowingly allow any other person to use the Services, the information and/or the reports contained in the site for and/or in connection with any illegal purpose or activity. The Customer shall notify the Bank immediately if she becomes aware of such use.
- Agrees that the services are for the sole and exclusive use by the Customer authorized to do so by the Bank and understands that the Bank shall not be liable for any transaction allegedly performed by a third party whether the same becomes possible because of accidental, negligent or unauthorized disclosure of the username and the password by the Customer or otherwise.
- Understands that to access the services for the first time, the Customer is required to authenticate his/her identity online, accept all the terms and conditions governing the use of the services and to provide such information as the Bank may specify to identify him/her and designated accounts approved by the Bank to be accessed by the Customer to avail the services.
- Agrees that there may be a time lag in transmission of instructions, information via the Internet for which the Bank shall not be held liable. He/she shall not hold the Bank liable for any non-execution of instructions by the Bank without assigning any reasons. Instructions in connection with the services must be given in the manner that is acceptable to the Bank. Instruction shall not be executed if given in the manner not acceptable to the Bank and the Bank shall be held for the consequences arising out of non-execution of such instruction.
- Agrees to follow the guidance provided by the Bank online in designating the username and the password for identifying the Customer for the purpose of the services. The Customer fully agrees that any that any instructions received by the Bank by use of his/her username and password shall be treated as genuine instructions from the Customer and the Customer shall be solely liable for any obligation arising out of the same.
- Understands that the Bank does not warrant or represent that services being offered and the information available online are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.
- Understands that any information about interest rate, account or transaction made available online is only for reference purposes and is not binding. Any inconsistency between the information so made available and the information in the Bank's record shall be resolved in favor of the Bank's records unless the contrary is established.
- Understands that the Bank shall not be liable for any computer/cyber crimes such as hacking etc. and shall not be liable for any unauthorized transactions and/or any transactions carried out by using illegal and fraudulent methods.
- Understands that he/she shall provide information as the Bank may from time to time reasonably request for the purpose of providing services.
  - Understands that the Bank will only act on an instruction so far as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- Understands that the Bank is authorized to share the information with any other person/entity including its third party agents as and when necessary in accordance with prevailing law.
- Agrees that the Bank may hold and process the Personal Information and all other information concerning his/her Account(s) on computer or otherwise in connection with the Internet Banking as well as for analysis, credit scoring, marketing, fraud controlling activities.

#### Charges:

Siddhartha Bank reserves the right to charge and recover from the Customer fees as it may deem fit at its discretion in relation to the use and/or termination of the services and to revise such fees at any time with or without notice to the Customer. If the Customer disagrees with the fees so charged, he/she shall have the option to discontinue the use of such services, failing which he/she shall be deemed to have consented to the changes. Fees shall be collected from the Customer in such manner and at such intervals as the Bank may specify.

#### Modification of Terms and Conditions:

The Bank shall have the absolute discretion to modify and/or revise any of

terms and conditions at any time and such revision of terms and conditions shall be binding on the Customer. Bank shall endeavor to inform the Customer of such changes through a prior notice which may be given to the Customer through email or by posting the changes in the website or by giving a public notice. Unless the Customer discontinues the use of the services after such notice is given, he/she shall be deemed to have agreed to the changes or modifications so introduced and be bound by any additional terms and conditions.

#### Maintenance of Sufficient Balance

Customer shall maintain adequate funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking and the Bank shall not be liable for any consequences arising out of its failure to execute the instructions due to inadequacy funds.

#### Limitation of Bank Liability

The Bank shall not be liable for any of the following:

- Any loss of information or data in transmission or any breach of confidentiality because of unauthorized access into the system by an unauthorized person.
- Any unauthorized use of the Customer's username and password or for any fraudulent or erroneous instructions received, even if the Customer is not the person giving such instruction and even if such instructions are received because of intervention or penetration into the electronic system by an unauthorized person.
- Any oversight on the part of the Customer to update himself/herself with the facility and/or specific services provided by the Bank.
- Any error, delay or inability to comply with any of the instructions received because of the inability of the Bank to attend to the instruction due to technical or operational reasons.

#### Availability of Service

The Customer understands that while the Bank shall endeavor to make available to him/her all the possible services available under Internet Banking facilities, it is entirely upon the Bank to decide at its sole discretion what services may be accessible to a particular Customer from time to time and to make any changes, alterations and revision in the services being offered, with or without offering any reason.

#### Fund transfer through iConnect

The Customer accepts that he/she shall be responsible for inputting in the correct account number for the fund transfer request. In no case the Bank will be held liable for any erroneous transactions incurred arising out of or relating to the Customer entering wrong account numbers. The Bank shall specify from time to time the limit for carrying out various kind of funds transfer. The Bank shall not be liable for any omission or late payments due to circumstances beyond its reasonable control.

#### Authority to Siddhartha Bank for Internet Banking

The Customer irrevocably and unconditionally authorizes Siddhartha Bank to access his/her account(s) for executing Banking or other relevant transactions performed by the Customer through Internet Banking. Instruction in connection with the Services must be given in the manner that is acceptable to the Bank. Instruction shall not be executed if given in the manner not acceptable to the Bank and Bank shall not be held liable for the consequences arising out of non-execution of such instruction.

#### Instructions:

Any instruction given in connection with the Services shall be given through computer or any other medium/channel prescribed by the Bank. All such instruction given, as understood and acted by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person using the related user name and password. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name and the Password of the Customer. All the instruction for instantaneous transactions will be given effect to instantaneously unless and until some processing work or Maintenance activity is being done. In case the services are not available during the End of the Day processing then the transaction will get credit on the next day. All the requests for non-instantaneous transactions such as Demand Draft Request, Fixed Deposit Opening etc. will be carried out at the next working day on first in first out basis subject to availability of clear funds in the account authorized for debit. In case instructions for effecting any transactions are received on weekly off/holidays/public holidays, they shall be affected on the immediately succeeding working day on the Terms and Conditions prevailing on that day.

#### Accuracy of Information

The Customer is responsible for the correctness of information supplied to the Bank for use of Internet Banking. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer. If the Customer notices an error in the information supplied to the Bank either in the application form or any other communication, he shall immediately advise the Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

#### Indemnification

The Customer agrees to indemnify and hold the Bank, its affiliates and their respective officers and employees harmless from any actions, demands, suits, claims, proceedings, losses, damages or any other expenses or obligations whatsoever which the Bank may incur at any time as a result of its good faith execution of or omission or refusal to act on any instructions received from the Customer with proper username and password. The Customer shall also hold the Bank and its affiliates harmless against any loss incurred by him/her in process of, or as a result of his/her availing the facilities, or for any negligence on the part of the Customer including, but not limited to, allowing unauthorized persons from using the facility or failure to protect the username and password at all time from unauthorized use.

Further, the Customer agrees, at its own expenses, to indemnify, defend and hold harmless Siddhartha Bank, its directors and employees and its affiliates against any claim, suit, action or other proceeding brought against the Bank by a third party to the extent that such claim, suit, action brought against the Bank and its officials is based on or arises in connection with the use of Internet Banking.

- A violation of the Term contained herein by the Customer
- Any deletions, additions, insertions or alterations to, or any authorized use of Internet Banking by the Customer
- Any misrepresentation or breach of representation or warranty made by Customer contained herein.
- Any breach of any covenant or obligation to be performed by the user hereunder.

#### Non-Transferability:

The grant of Internet Banking to a Customer is not transferable under any circumstance. The services are for the sole and exclusive use by the Customer authorized to do so by the Bank.

#### Proprietary Rights

The Customer acknowledges and agrees that the information, format, mode or method of compilation, the reports and their form, presentation & expression are the intellectual property rights of the Bank. Unless expressly permitted by these Terms and Conditions, the Customers shall not attempt to:

- Decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in anyway tamper with, or gain access to, any part of the Services or any Internet Site or any software underlying Internet Banking or create derivative product based on the software.
- Sell, transfer, disclose, assign, convey, lease, sub license, share, loan, transmit, download or disseminate any confidential information in any form by any means to any other person or commercially exploit any Confidential Information.
- Incorporate or combine the above with any other programs.
- Modify or relocate, erase, remove in any way any proprietary marking any copyright and trademark notice.

#### Notices

The Bank and the Customer in writing may give notice and/or communications under these terms. Notice delivered personally, sent by post, facsimile transmission, swift telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank. Communication sent by the Customer to the Bank shall be treated as delivery to the Bank on the day of actual receipt. Bank may also publish notices of general nature, which are applicable to all users in a newspaper or on its web site located at such notices will have the same effect as a notice served individually to each Customer.

#### Applicability of Future Accounts

The Bank and the Customer agrees that if the Customer opens further Account(s) with the Bank and the Bank extends the Internet Banking to such Accounts and the Customer opts for use thereof, then the Terms shall automatically apply to such new accounts for use of Internet Banking by the Customers.

#### Applicable Law:

The services and these terms and conditions shall be governed by and construed in accordance with the laws of Nepal. Any dispute arising out of this contract shall be settled in accordance with the terms and conditions contained herein and in accordance with the law of Nepal. The applicant confirms the he/she has read the terms and conditions contained above and agrees to be bound by the same.

#### Termination

The Customer may terminate the use of the service by requesting the Bank for such termination by giving reasonable notice of at least 14 days of such intended termination. The Customer will remain responsible for any transactions made through the Internet Banking until the time of such termination. The service shall cease to be valid and the Bank shall be entitled to the immediate restriction of the use in the event of:

- Closure of Designated Account(s)
- Death of the Customer-provided it comes to the knowledge of Bank
- Customer fails to maintain the minimum balance as stipulated from time to time
- Termination of user's authority to operate the designated account
- The Customer is blacklisted or if the Customer is defaulter on loan or other similar obligations.

### Terms & Conditions for SBL mConnect Services

Applicability of the terms and conditions: These terms and conditions form the contract between the USER and the BANK and shall be in addition to and not in derogation of other terms and conditions relating to any account of the USER and/or the respective product or the service provided by the BANK.

#### Eligibility and Registration

##### Eligibility

Any user of the Bank having a savings/current/cash credit/overdraft account with the bank is eligible to avail the facility. Such a user should both be the account holder and the sole signatory or be authorized to act independently. Applicants, who are joint account holders, shall be required to obtain written mandates from other account holders authorizing the Bank to provide the said facility to the applicant. An account in the name of minor, in which the minor is a joint account holder, is not eligible for the facility.

##### Registration

Eligible users desirous of availing the facility shall be required to apply to the Bank using the Siddhartha Bank Mobile Banking(iConnect; or Siddhartha Bank Internet Banking(mConnect) services or by the way of submitting an application in the specified form (as prescribed by the bank), duly completed. Acceptance of any application made shall be subject to the verification of all the information provided by the user through any mode as decided by the Bank. The applicant user shall only be allowed to use the facility after due processing of the application and the registration of the information furnished by the user with the bank.

#### Process/ Usage of SMS Banking

- The user shall use only a mobile phone registered in his name with the Mobile Phone Service Provider ("Service Provider") and should have the same address as provided to the Bank and the number of which has been informed to the bank to access the said facility.
- The user shall use the keywords for various information requests or any other request including requests for termination or suspension of the facility as may be provided for by the Bank, from time to time, including on the application forms and/or on the website.
- The user shall be required to acquaint himself with the detailed process for using the facility and the Bank shall not be responsible for any error made by the user while setting triggers.

Authorized Signature \_\_\_\_\_



- In order to receive alerts the user shall be required to set Triggers through the Siddhartha Phone Banking Services/ logging on to the Internet banking account/ by submitting a printed application in a format as prescribed by the Bank.
- The User acknowledges that Alert Facility will be implemented in a phased manner and Siddhartha Bank may at a later stage, at its discretion, send Alerts over email, expand the available Triggers or Alerts to meet User requirements, or may discontinue all or any of the facility/features.
- Siddhartha Bank may, from time to time, change the features of any Trigger or Alert. The User shall be required to keep himself updated and informed of the available Triggers or Alerts, which will be made available on the website <http://www.siddharthabank.com> or through the ATMs of the Bank. The User may, from time to time, modify the Triggers selected by him, without the necessity of a fresh registration.
- Any User availing the Facility will be provided with Alert Facility and/or Request Facility as may be decided by Siddhartha Bank from time to time.

#### Setting Triggers And Receiving Alerts

- The user can enter his choice of alerts (as listed by the Bank) in the registration form. For any change in this he can separately request in writing.
- The responsibility of the bank shall not exceed beyond effecting the instructions of the user in best possible ways and shall not be responsible to verify the authenticity of the IPIN or any password used to avail the facility or acknowledge receipt any instruction or trigger.
- The Bank may, in its discretion, not give effect to any Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on the User) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.
- The User is responsible for intimating to the Bank any change in his Mobile Phone Number or the loss/ theft or disconnection of his mobile phone or email address or Account details and the Bank will not be liable for sending Alerts or other information over the User's mobile phone number/email address /fax number recorded with the Bank. Such information shall be informed to the Bank in writing or by Fax or e-mail and the Bank shall act on it within a reasonable time.
- The User acknowledges that to receive Alerts, his mobile phone number must be active and accessible. The User acknowledges that if the User's mobile phone number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by the Bank, that particular message may not be received by the User. The Bank shall not be responsible for any such inaccessibility due to the above said reason or due to any force majeure circumstances.
- The user accepts that there shall be an activation period before the user can avail the facility to process the Trigger requests.
- The User acknowledges that the Facilities provided is dependent on the infrastructure, connectivity and services provided by service providers engaged by the Bank. The User accepts that timeliness, accuracy and readability of Alerts sent by the Bank will depend on factors affecting other service providers engaged by the Bank. The Bank shall not be liable for non delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the User.
- The Bank shall endeavour to provide the Facility on a best effort basis and the User shall not hold the Bank liable for non-availability of the Facility or non-performance by service providers, if any, engaged by the Bank or any loss or damage caused to the User as a result of use of the Facility (including relying on the Alerts for the User's commercial, investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the User in connection with the use of the Facility.
- The User accepts that each Alert may contain certain Account information relating to the User. The User authorises the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant. The Bank shall not be held responsible for the confidentiality, secrecy and security of the Personal or Account information being sent through the Facility.

Fees chargeable for providing the facility the Bank reserves the right to charge the user with a certain fee for providing the said facility which shall be exclusive of charges payable by the user to any service provider. The charges shall be payable on an annual basis and shall be deducted from the user's account. The said fees shall be chargeable from the date of expiry of any scheme wherever the said facility may be available to the User free of cost. In the absence of any such scheme being offered by the Bank, the fees chargeable shall be from the date of application for the facility being made by the User as specified in Clause II (b) hereinabove. The fee structure shall be subject to change on the bank's discretion from time to time and shall be made available on the website or through the ATMs of the Bank for the users' reference. The user may at any time discontinue or unsubscribe to the said Facility after clearing any dues payable to the Bank in relation to the usage of the said facility.

#### Authorisation

- The user irrevocably and unconditionally authorises Bank to access all his Accounts for effecting Banking or other transactions of the user through the Facility.
- The user expressly authorises the Bank to disclose to the service provider or any other third party, all user information in its possession, as may be required by them to provide the services to the user.
- The authority to record the transaction details is hereby expressly granted by the User to Bank. All records of Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.
- User authorises Bank to send any message or make calls to his mobile phone to inform him about any promotional offers including information regarding banks new products either now available or which the Bank may come up with in the future, greetings or any other message that the Bank may consider appropriate to the user.
- The User irrevocably and unconditionally agrees that such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the user and shall not be proceeded against accordingly.
- The User authorises Bank to send any rejection message, if it finds that the request sent by the User is not as per the Bank's format/requirement.
- The Bank shall make all reasonable efforts to ensure that the user information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential User information.
- The user expressly authorises the Bank to carry out all request(s) or transaction(s) for and/or at the request of the user as are available to the user through mobile Banking facilities without the Bank having to verify the authenticity of any request or transaction purporting to have been received from the user through Mobile Banking.
- The Bank shall have the option to introduce payment facilities including Bill payment facility through mobile Banking services at any time in future and the user shall be deemed to have expressly authorised the Bank to make payment of the same when a request is received from him.

#### Accuracy of Information

- The user takes the responsibility for the correctness of the information supplied by him to the Bank through the use of the said facility or through any other means such as electronic mail or written communication.
- The user herein accepts that in case of any discrepancy in the information provided by him with regard to this facility the onus shall lie upon the user only and thus agrees to furnish accurate information at all times to the bank. If the User suspects that there is an error in the information supplied by Bank to him, he shall inform the Bank immediately. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis.
- The Bank agrees that it shall to the best of its ability and effort try to provide accurate information at all times. However, the Bank shall not be responsible for any inadvertent errors or omissions that may occur due to reasons beyond the control of the Bank.
- The Bank shall also not be responsible for any incidental error which occurs inspite of necessary steps being taken by the bank to ensure the accuracy of the information provided to the user and the user shall not have any claim against the bank in an event of any loss/damage suffered by the user as a consequence of the inaccurate information provided by the bank.

#### Liabilities And Responsibilities Of The User

- The user shall be responsible for the accuracy of any information provided by the user for availing the facility.
- The user shall be responsible for activating the service after the Bank intimates him and the Bank shall not be responsible for any delay on the user's part.
- The User is solely responsible for protecting his Telephone Banking Password Identification Number (IPIN)/ Internet Banking password or mobile phone number and any password given by Bank for the use of the Facility.
- The User shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the User, the User shall be liable for damages to the Bank.
- The user shall be liable to the bank for any kind of unauthorised or unlawful use of any of the abovementioned passwords or of the said facility or any fraudulent or erroneous instruction given and any financial charges thus incurred shall be payable by the user only.
- The user accepts that for the purposes of the said facility any transaction emanating from the given mobile phone and mobile number shall be assumed to have initiated by the user.
- The user shall request the Bank, in writing or through the ATMs of the Bank, to suspend the said facility, if his mobile phone has been lost or has been allotted to some other person. Also he shall be obliged to inform the Bank about any change in the mobile number or any unauthorised transaction in his account of which he has knowledge.
- It shall be the responsibility of the user to update himself with regard to any information relating to the services as the Bank may decide to provide certain other additional services under the said facility. The Bank shall not be responsible for any disregard on the part of the user.
- The user shall be liable for all loss if he has breached the Terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure on his part to advise the Bank within a reasonable time about any unauthorised access in the account.

#### Disclaimer The Bank shall be absolved of any liability in case-

- The user fails to avail the facility due to not being in the required geographical range or any other reason including natural calamities, legal restraints any technical lapses in the telecommunication network or any other reasons beyond the actual control of the Bank the Bank shall not be accountable. Also the bank is herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by the user or any other person due to any lapse in the facility owing to the above-mentioned reasons.
- There is loss of any information during processing or transmission or any unauthorised access by any other person or breach of confidentiality.
- There is any lapse or failure on the part of the service providers or any third party affecting the said facility and that the bank makes no warranty as to the quality of the service provided by any such provider.
- The Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. The Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the User or by any person resulting from or in connection with the Facility.
- The bank is acting in good faith on any instructions received by the Bank.
- The Bank, its employees, agent 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 User or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the User and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the User, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Facility.
- Notwithstanding anything in the contrary provided in this terms and conditions, the Bank shall not be involved in or in any way liable to the User for any dispute between the User and a cellular services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise).
- Any loss incurred by the user due to use of the facility by any other person with an express or implied permission of the user. The bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the facility for effecting the user's instructions.
- The bank shall not be held liable for any loss suffered by the user due to disclosure of the personal information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.

Indemnity in consideration of the Bank providing these facilities, the user agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the user pursuant hereto. The user

shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by the user or breach of confidentiality. Modification/ Alterations to the Facility the Bank reserves the absolute discretionary right to make any amendments in the given terms and condition at any time as it may deem fit with a prior notice of 15 days to the user. Any such amendment shall be communicated to the user via email or by displaying on the website <http://www.siddharthabank.com> or through the facility which ever is suitable; and shall be applicable to the User availing the facility.

#### Communication:

The Bank and the user may give notice under these terms and conditions electronically to the mailbox of the user (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the User and in case of Siddhartha Bank at its office at Payment Solutions Department, Siddhartha Bank, Hattisar, Kathmandu or any of the nearest branch. In addition, the Bank shall also provide notice of general nature regarding the facility and terms and conditions, which are applicable to all users of the Facility, on the website <http://www.siddharthabank.com> and/ or also by means the customized messages sent to the user over his mobile phone as short messaging service ("SMS"). In addition the bank may also publish notices of general nature, which are applicable to all users of the facility. Such notices will be deemed to have been served individually to each user.

**Termination Of The Facility** The user may request for termination of the facility any time by giving a written notice of at least 15 days to the bank. The Bank will process a termination notification and will precede the termination in 5 working days. Notwithstanding the termination of the said facility, the user shall remain accountable for all the transactions made prior to any such cancellation on the user's account. The Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the User. The Bank may, without prior notice, suspend the facility at any time during which 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 Facility. The Bank shall endeavour to give a reasonable notice for withdrawal or termination of the Facility. The closure of all Accounts of the User will automatically terminate the Facility. The Bank may suspend or terminate Facility without prior notice if the User has breached these terms and conditions or Siddhartha Bank learns of the death, bankruptcy or lack of legal capacity of the User.

**Governing Law** Any dispute or differences arising out of or in connection with the said facility, between the user and the Bank shall be settled in accordance with the laws of Nepal and shall be subject to the exclusive jurisdiction of the Courts of Kathmandu. The Bank is absolved of any liability arising, direct or indirect, for non-compliance with the laws of any country other than Nepal where the facility is accessible.

**Definitions** The following words and phrases shall have the meanings set out hereinbelow in this document unless repugnant to the context:

- "Account(s)" shall mean a bank account/ credit card account and/ or any savings/ current overdraft/ cash credit account maintained by the user with the Bank and for which the facility is being offered.
- "Alerts" shall mean the customized messages sent to the User over his mobile phone as short messaging service ("SMS") in response to the Triggers sent by the User.
- "Bank" and/or "Siddhartha Bank" shall mean to Siddhartha Bank Limited, a company incorporated under the prevalent company law and licensed by Nepal Rastra Bank as a bank under Bank and Financial Institution Act having its registered office at Hattisar, Kathmandu.
- "Facility" shall mean the mobile banking service/facility provided by the Bank of access to information relating to the saving/current account(s) of the users and usage of product and other services as may be made available on the mobile phone by the Bank from time to time through mobile phone.
- "Mobile Phone Number" shall mean the number specified by the User on the website <http://www.siddharthabank.com>, through the call centre or in writing either through any Form provided by Siddhartha Bank or otherwise for the purpose of availing the Facility.
- "Mobile Phone" shall mean the handset and the SIM card along with the accessories and necessary software for the GSM and CDMA phones, which is owned by the user.
- "Personal information" shall mean any information about the user provided by the user and obtained by the Bank in relation to the facility.
- "Pull request facility" means service provided by the bank of access to information relating to the savings/current/ account, cash credit/ overdraft account (or any other type of account the Bank may include in this definition later) of the user and usage of products i services as may be made available by the bank from time to time.
- "Push Alert Facility" shall mean the service provided by the Bank whereby a user can obtain specific information relating to his account on his mobile phone number.
- "Triggers" means the customised triggers that are required to be set by the user with Bank, which shall enable Bank to send the Alerts relating to his Account.
- "User" shall mean a user of the Bank who has applied for any product/ service of the Bank and who is authorised to use the mobile banking service.

For the purposes of this document all reference to the user in masculine gender shall be deemed to include feminine gender also.

I/We hereby read, understood and agreed to be bound by the terms and conditions stated above and signed herein below:

Authorized Signature \_\_\_\_\_

Date: / /