

SBL Card/iConnect/Bank Smart Application Form

Date: _____

IMPORTANT: Please completely fill up the form in BLOCK LETTER and attach the necessary documents. (Please use appropriate spacing)

I/ We hereby apply for SBL CARD/iConnect/Bank Smart 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 CARD Service

I would like to apply for Visa Card ☐ Master Card ☐ UPI Card ☐ Card Product type (Pls Specify) _____

Account No:

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 Bank Smart/SMS Service ONLY

I/We kindly request you to link following account number to my SBL Bank Smart 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		

Mobile No.: Services Required: SMS Alert ☐ Bank Smart ☐

Services Required (For Bank Smart only)

Financial Services ☐ Inquiry Only ☐

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 Card/iConnect/Bank Smart Services. I/ we herby authorize Siddhartha Bank Limited to debit my account to recover all the applicable charges for using Siddhartha Bank's Card/iConnect/Bank Smart 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 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.

☐ Login Password

☐ Transaction Password

Applicant signature
Date :

Terms & Conditions for the use of SBL Debit/Prepaid Card

1. Definitions and Interpretations:
 - a. "SBL" refers to Siddhartha Bank Limited
 - b. "ATM" refers to Automatic Teller Machine and "SBL ATM" means Automatic Teller Machines installed and operated by Siddhartha Bank Limited.
 - c. "POS" refers to the Electronic Point of Sale Terminals used to process card transactions.
 - d. "Card" refers to the Visa or SCT or any other cards issued by Siddhartha Bank Limited to the cardholder.
 - e. "Cardholder" refers to the person to whom the Card is issued.
 - f. "PIN" refers to the Personal Identification Number being used for doing card transaction.
 - g. "Account & Accountholder" refers to the bank account and respective authorized operator of the account maintained with Siddhartha Bank Limited.
 - h. "Visa" refers to the card brand issued and acquired by Siddhartha Bank pursuant to agreement with Visa Worldwide Pte Ltd., Singapore
 - i. "MasterCard" refers to the card brand issued and acquired by Siddhartha Bank pursuant to agreement with MasterCard International New York, USA.
 - j. "UPI" refer to Union Pay International card brand issue and acquired by Siddhartha Bank pursuant to agreement with Union Pay International Shanghai, China.
 - k. "Merchant" refers to the outlets which accepts card as mode of payment for the sales of goods and services.
2. 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/Prepaid 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.
3. 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 has to be changed at first attempt using SBL ATM or any NEPS Member Bank.
4. 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.
5. For Joint Account/ Company 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/ Company 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/ Company Account or supplementary Cardholder understands that separate notice is not required in respect of transaction by the use of different Cards.
6. 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 may withdraw or ask to return the card without assigning any reasons, whatsoever, and the cardholder must return the card to the Bank upon demand.
7. 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.
8. 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.
9. 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.
10. 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.
11. INR transactions shall not be conducted for the payment of capital expenditure or for payment of any goods and services prohibited by the existing laws of the country.

12. The Bank may block the card any time, if any INR transaction conducted is deemed to violate the specified regulatory threshold limit or terms and conditions; and report details of such customers to NRB for further course of action.
13. The Cardholder must inform the Bank in writing in the event of loss or theft or damage of the Card immediately. The Cardholder himself/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 shall block the card immediately and replace the card as per request of the cardholder.
14. 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.
15. 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.
16. Wrong input of PIN for three continuous attempts while making transactions at ATM or POS will block the PIN automatically. In such case customer cannot perform additional transaction where PIN is required and the Cardholder should contact the Bank to activate the card for further use by using PIN.
17. 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 where the amount will only be refunded if there is extra cash found upon reconciliation.
18. Any error or discrepancies noticed in the transaction receipt or the mini statement has to be reported to the Bank by the Cardholder immediately. However, the Bank shall not be liable to pay the amount solely based on the receipt or statement.
19. 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 the 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.
20. The domestic card is not valid for use in other countries except Nepal and India and Bhutan. The prevailing foreign exchange regulation shall be applicable and cardholder should be fully aware of and comply with the regulation as set by Nepal Rastra Bank from time to time.
21. Use of the card after notice of withdrawal of the privileges is fraudulent and may subject the cardholder to legal action by Bank in accordance with Prevailing Bank & Financial Institution Act and local law.
22. Bank shall have the right at its sole discretion to terminate Cardholder's privileges at any time with or without prior notification.
23. 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.
24. Bank is not responsible for the refusal to honor the Card by anyone including ATM or merchants.
25. 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 debited to the account of the cardholder with or without prior notification. The fees and charges imposed for SBL Debit/Prepaid card shall be as per the STC (Standard Tariff of Charges) published in the Bank's website from time to time.
26. 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.
27. 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.

28. 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.
29. If any provision of these terms and conditions becomes unlawful or unenforceable for any reason, the remainder of it will remain enforceable.
30. 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.
31. 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.
32. The cardholder has to request Bank not to renew the card prior 3 months in writing, if no confirmation is received within the period the Bank shall automatically renew the card and the cardholder will be liable to pay any charges associated with it.
32. 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.
33. 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 facility

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:

1. Definitions and Interpretations:

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

 - a. "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.
 - b. "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 Leendhara Road, Kamaladi, Kathmandu, Nepal
 - c. "Account(s)" refers to the Customer's Bank account, consumer 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.
 - d. "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.
 - e. "Password" means unique password chosen by the Customer.
 - f. "User Name" means unique user identity supplied by the Bank to the Customer
 - g. "Personal Information" refers to the information about the Customer obtained in connection with iConnect/any other Banking relationship with the Bank.
 - h. "Website" refers to the website owned, established and maintained by SBL
 - i. "Business Day" means a day on which Banks are ordinarily open for business.
 - j. "OTP" mean One Time Password which is required for executing Account to Account Fund transfer.
2. 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 the terms and conditions from time to time with or without prior 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, in any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of 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 regulatory bodies issued regulations necessitates of such amendment

Authorized Signature _____

3. 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 submitted by the Customer. By applying for or availing of iConnect Service, the user acknowledges and accepts these Terms and Conditions. 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.

4. 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.

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.

1. 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.

2. 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 the facility. In case of joint account where the mode of operation is anyone, customer undertakes for use of the service to one of the joint account holder, where 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.

3. Internet Banking Password:

The Customer will be provided with a set of secret password 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 authorizes person of the password and accepts sole responsibility of use, confidentiality and protection of the password.

4. 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 prior notice to the Customer. If the Customer disagrees with the fees so changed, 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 shall not be liable for any loss that the user may suffer by relying on and acting on such information. The fees and charges imposed for SBL Bank Smart Service, (iConnect) shall be as per the SIC (Standard Tariff of Charges) published in the Bank's website from time to time.

5. Customer Undertakings:

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

- Confirms 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 he becomes aware of such use.
- Agrees that the services are authorized to do so by the Bank and understands that the Bank shall not be liable for any transaction allegedly performed by a customer/third party whether the same becomes possible because of accidental, negligence or unauthorized disclosure of the username and the password by the Customer or otherwise.
- Understand 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 is not acceptable to the Bank and the Bank shall not be held responsible 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 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.

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 Bank may specify.

6. 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. Unless the Customer discontinues the use of the services, he/she shall be deemed to have agreed to the changes or modifications so introduced and bound by any additional terms and conditions

7. Maintenance of Sufficient Balance

Customer shall maintain adequate funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking. The Bank shall not be held responsible 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.

8. 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 whatsoever.

9. Fund transfer through iConnect

The Customer accepts that he/she shall be responsible for inputting the correct account number for the fund transfer request. The Bank will not 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.

10. 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.

11. 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 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 or 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 customer needs to verify and re-initiate the transaction. 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 offs/holidays/public holidays, they shall be affected on the immediately succeeding working day on the Terms and Conditions prevailing on that day.

12. 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.

The Bank may incur at any time a result of its good faith execution to 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 form 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 user 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.

13. 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.

14. 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, delete or in any way 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 format by any mean 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.

15. 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, iConnect Bulk Bulletin 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

16. Applicability of Future Accounts

The Bank and the Customer agrees that if the Customers 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

17. 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 that he/she has read and understood all the terms and conditions contained above and agrees to be bound by the same.

18. 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 a defaulter on loan or other similar obligations/instruction from regulating authorities.

Terms & Conditions for the use of SBL Bank Smart 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.

1. Definitions

The following words and phrases shall have the meanings set out herein below 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") to 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.

Authorized Signature _____

- d. "Facility/ Banksmart" 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.
- e. "Mobile Phone Number" shall mean the number specified by the User on the website <https://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.
- f. "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.
- g. "Personal information" shall mean any information about the user provided by the user and obtained by the Bank in relation to the facility.
- h. "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 and services as may be made available by the bank from time to time.
- i. "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.
- j. "User" shall mean a user of the Bank who has applied for any product/ service of the Bank and who is authorized to use the mobile banking service.

1. Eligibility and Registration

2.1 Eligibility

Any user of the Bank maintaining a savings/current/cash credit/overdraft account in local currency (NPR) with the bank is eligible to avail the Siddhartha Bank Smart (SMS and mobile banking) facility. However, all the account holders shall be eligible for availing the SMS alert services. 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, the guardian cited in the account opening form will be eligible for the facility.

2.2 Registration

Eligible users desirous of availing the facility shall be required to apply to the Bank using the Mobile Banking (Siddhartha Bank Smart) 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.

2. Process/ Usage of SMS Banking

- a. 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.
- b. 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
- c. 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.
- d. In order to receive alerts the user shall be required to submit a printed application form in a format as prescribed by the bank which can be either printed from website or collected from customer service desk.
- e. The User acknowledges that Alert Facility will be implemented at its discretion, send Alerts to meet User requirements, or may discontinue facility/features.
- b. Siddhartha Bank may, from time to time, change the features of any Alert. The User shall be required to keep himself updated and informed of the available Alerts, which will be made available on the website or through other medium.
- c. Any User availing the Facility will be provided with Alert Facility as may be decided by Siddhartha Bank from time to time.
- d. Any Alert pushed from Siddhartha Bank's end is considered to be delivered to customer. In case of non receipt of Alert due to various reasons Siddhartha Bank shall not be held liable.

3. Receiving Alerts

- a. Customer shall receive the alert transaction for both Debit and Credit transaction in the registered account number for which customer need to submit Bank's application form.
- b. 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 MPIN or any password used to avail the facility or acknowledge receipt any instruction.
- c. The Bank may, in its discretion, not give effect to any request if the Bank has reason to believe (which decision of the Bank shall be binding on the User) that the request are not genuine or otherwise improper or unclear or raise a doubt or in case any request cannot be put into effect for any reasons whatsoever.
- d. 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.
- e. 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.
- f. The user accepts that there shall be an activation period before the user can avail the facility to process the Alert requests.
- g. 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.

- h. The Bank shall endeavor 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.

- i. The User accepts that each Alert may contain certain Account information relating to the User. The User authorizes 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.

4. 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 where under 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 any other medium. 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. The fees and charges imposed for SBL Bank Smart services (SMS alert and mobile banking) shall be as per the Standard Tariff of Charges (STC) published in the Bank's website from time to time.

5. Authorization

- a. The user irrevocably and unconditionally authorizes Bank to access all his Accounts for effecting Banking or other transactions of the user through the Facility.
- b. The user expressly authorizes 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.
- c. 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.
- d. User authorizes 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.
- e. 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.
- f. The User authorizes 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.
- g. 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.
- h. The user expressly authorizes 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.
- i. The Bank shall have the option to introduce payment facilities including Bill payment facility through mobile Banking services at any time and the user shall be deemed to have expressly authorized the Bank to make payment of the same when a request is received from him.

6. Accuracy of Information

- a. 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.
- b. The user herein accepts that in case of any discrepancy in the information provided by him with regard to this facility, same 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.
- c. The Bank agrees that if 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.
- d. The Bank shall also not be responsible for any incidental error which occurs in spite 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.

7. Liabilities and Responsibilities of the User

- a. The user shall be responsible for the accuracy of any information provided by the user for availing the facility.
- b. 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.
- c. The User is solely responsible for protecting his Banksmart's GPRS login Password and MPIN and any password given by Bank for the use of the Facility.
- d. 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.
- e. The user shall be liable to the bank for any kind of unauthorized 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.
- f. 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.
- g. The user shall request the Bank, in writing 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 unauthorized transaction in his account of which he has knowledge.
- h. It shall be the responsibility of the user to update with regards 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.

- i. 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 unauthorized access in the account.

2. Disclaimer The bank shall be absolve of any liability in case-

- a. 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 absolve 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.
- b. There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
- c. 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.
- d. 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.
- e. The bank is acting in good faith on any instructions received by the Bank.
- f. 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.
- g. 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).
- h. 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.
- i. 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 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. Any such amendment shall be automatically applicable to the User availing the facility.

3. Communication:

The Bank and the user may give notice under these terms and conditions electronically on bank's official website/ and placement of notice on bank's notice boards. 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.

4. Termination of the Facility

The user may request for termination of the facility any time by giving a written notice of at least before 2 months 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 endeavor 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.

5. 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.

For the purposes of this document all reference to the user in masculine gender shall be deemed to include feminine/ other 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 _____

THUMB	
RIGHT	LEFT

Date: _____