

# Terms and Conditions

## Card, Internet Banking and Mobile Banking

### Abbreviations:

- i. "Kumari & the Bank Refers to Kumari Bank Limited.
- ii. "ATM" refers to Automatic Teller Machine and "KBL ATM" means Automatic Teller Machines installed and operated by Kumari Bank Limited.
- iii. "POS" refers to the Electronic Point of Sale Terminals used to process card transactions.
- iv. "Card" refers to the Visa or any other cards issued by Kumari Bank Limited to the cardholder.
- v. "Cardholder" refers to the person to whom the Card is issued.
- vi. "PIN" refers to the Personal Identification Number being used for performing card transaction.
- vii. "Account & Accountholder" refers to the bank account and respective authorized operator of the account maintained with Kumari Bank Limited.
- viii. "Visa" refers to the card brand issued and acquired by Kumari Bank pursuant to agreement with Visa Worldwide Pvt. Ltd., Singapore.
- ix. "Merchant" refers to the outlets which accepts card as mode of payment for the sales of goods and services.
- x. "Facility" refers to different banking service/facility provided by the Bank to access information relating to the saving/current account(s) of the users and usage of product and other services as maybe made available on through the use of Cards/Mobile Banking/Internet Banking or by any other channels provided by the bank from time to time.
- xi. "Internet Banking 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 internet banking Service, e Banking, Net Banking Service/facility and Internet Banking Service may be interchangeably used.
- xii. "Password" means unique password chosen by the Customer.
- xiii. "User or User Name" means unique user identify supplied by the Bank to The Customer to use Banking Services/Facility.
- xiv. "Personal Information" refers to the information about the Customer obtained in connection with Internet banking /any other Banking relationship with the Bank.
- xv. "Website" refers to the website owned, established and maintained by KBL.
- xvi. "Business Day" means a day on which Banks are ordinarily open for business.
- xvii. "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.
- xviii. "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 users
- xix. "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 internet banking and mobile banking services as may be made available by the Bank from time to time
- xx. "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.

### For Debit Card:

1. 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 prior notice to the cardholder.
2. Bank shall auto activate the E-com service and enroll the card in 3D secure with applicable charges. The ATM or POS can be utilized by the Cardholder using the Card and the Personal Identification Number (Hereinafter referred to as "PIN") and has to be changed at first attempt using KBLATM. PIN is sent to cardholder's registered mobile number after Card activation.
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 that is operated on the signature(s) of either anyone or all of the joint account holders, only one Card 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 here will include the plural. Cardholder of a joint account understands that separate notice is not required in respect of transaction to the joint account holders.
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 shall withdraw or ask to return the card without giving reasons and 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 KBL ATM will only be dispensed in Nepalese currency. The bank also reserves the exclusive right to limit the total cash withdrawal per cardholder per transaction or per day/per month and/or as per the guidelines issued by Nepal Rastra Bank. 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. 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.
12. 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, E-com affected through the use of his/her Card.
13. In the event of 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.
14. Wrong entry of PIN in three continuous attempts while making transactions at ATM or POS will automatically block the Card. In such case the Cardholder will have to contact the Bank to release the block on the card for further use.
15. 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 and the money will be retained by the ATM.
16. Any error or discrepancies noticed in the transaction receipt or the mini statement has to be reported to the Bank by the Cardholder immediately.
17. Cardholder can check his/her Mini Statement of Account through ATM. All debit, 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 account holder.

18. Bank shall have the right at its sole discretion to terminate Cardholder's privileges at any time wither with prior notification.
19. 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.
20. Bank's not responsible for the refusal to honor the Card by anyone including ATM or merchants.
21. 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 the account of the cardholder with or without prior notification.
22. 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, POS, E-com or any other card related services all together at anytime without notice to the Cardholder.
23. 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.
24. 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 and systems.
25. If any provision of these terms and conditions becomes unlawful or unenforceable for any reason, the remainder of it will remain enforceable.
26. 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 be liable to accept and adhere to all such additions, amendments and changes.
27. The Card will be valid for use until its expiry period as mentioned in the Card. The Cardholder must contact the Bank in advance before the expiry should the cardholder wish to cancel the renewal, the bank will automatically renew the card before the expiry.
28. Terms and conditions contained herein shall stand amended if prevailing law, government regulations, directives of Nepal Rasta Bank and other regulatory authorities require such amendments
29. The Terms and conditions mentioned above that become effective immediately after receipt of the Card by the Card applicant.

### For Internet Banking Services:

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 provide/ 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 from 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 Kumari Bank Ltd for availing Internet Banking. The user shall apply to Bank in the prescribed form for the use of Internet Banking Kumari Bank shall be entitled its sole discretion to accept or reject such applications as may be submitted by the Customer by applying for or availing of Internet banking Service. The user acknowledges and accepts these Terms by registering to use the services. The Custom 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/Mobile Banking:

For the purpose of availing Internet Banking/Mobile 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 or 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 with commercially reasonable technology available in Nepal to KBL.

### Eligibility:

The Customer undertakes that he/she is an account holder of the Bank and 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 far 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 facility.

### Registration and Password Policy

For Internet Banking, The Customer would be provided with a set of username and password via email by the Bank in first instance and the Customer is required to activate it through activation code received in mobile phone and then change the password.

Mobile Banking shall be automatically registered to the customer with an intent of providing various services including transaction alerts digitally. The customer shall communicate to the Bank in writing if in case they want to opt out in which case the Bank may reverse fully or partially the Mobile Banking Fees charged to the customer. However, the same has to be notified to the Bank within 30 days from account opening date.

As a safety measure, the Customer shall change the password as frequently thereafter as possible. The Customer acknowledge, 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 authorize person of the password and accepts sole responsibility of use, confidentiality and protection of the password.

**Internet Banking Password:**

The Customer would be provided with a set of username and password via email by the Bank in first instance and the Customer is required to activate it through activation code received in mobile phone and then 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 Internet Banking Service and agreeing to the terms and conditions of its use, the Customer:

- i. Warrants that all information provided by the Customer to the Bank in relation to the Services is true complete, relevant and up-to-date.
- ii. 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/she becomes aware of such use.
- iii. 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 user name and the password by the Customer or otherwise.
- iv. Understands that to access the services for the first time the Customer is required to authenticate his/her Identify 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.
- v. Agrees that there may be a time log 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. Understands that he/she shall provide information as the Bank may from time to time reasonably requests for the purpose of providing services.
- xi. Understands that the Bank will only act on 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.
- xii. 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.
- xiii. 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:**

Kumari 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 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 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:

- i. Any loss of information or data in transmission or any breach of confidentiality because of unauthorized access of the system by an unauthorized person.
- ii. 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.
- iii. Any oversight on the part of the Customer to update himself/herself with the facility and/or specific services provided by the Bank.
- iv. 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.
- v. 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.

**Availability of Service:**

The Customer understands that while the Bank shall endeavor to make available to him/her all the possible services available under these 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:**

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 and charges 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 Kumari Bank:**

The Customer irrevocably and unconditionally authorizes Kumari Bank to access his/her account(s) for executing Banking or other relevant transactions performed by the Customer. 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 no execution of such instruction.

**Instructions:** Any instruction given in connection with the Services shall be given through computer, mobile devices or any other medium/channels. 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 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 or the next 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, directors and their respective officers and employees harmless from any actions, demands, suit, claims, proceedings, losses, damages or any other expenses or obligations whatsoever which the Bank, may incur at any time 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, availing not limited to allowing unauthorized persons from using the facility or failure to protect the user name and password at all time from unauthorized use.

Further, the Customer agrees, at its own expenses, to indemnify, defend and hold harmless Kumari 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.

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

**Non -Transferability:**

The grant of facility to a Customer is not transferable under any circumstances. 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 there from, presentation & expression are the intellectual property rights of the Bank. Unless expressly permitted by these Terms and Conditions, the Customers shall not attempt to:

- i. Decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to 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.
- ii. 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.
- iii. Incorporate or combine the above with any other programs.
- iv. Modify or relocate, erase, remove in any way, any proprietary marking, and 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 website 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 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

**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 laws of Nepal. The applicant confirms that 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 15 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:

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

**For Mobile Banking Services (Kumari Smart)**

Mobile Banking facility shall be automatically registered to the customer with an intent of providing various services including transaction alerts digitally. The customer shall communicate to the Bank in writing if in case they want to opt out in which case the Bank may reverse fully or partially the Mobile Banking Fees charged to the customer. However, the same has to be notified to the Bank within 30 days from account opening date.

**Unauthorized Access:** The Customer shall be fully responsible for any accidental/negligent and/ or unauthorized and illegal use of Internet Banking/Mobile Banking service. He/she shall take all necessary precautions to prevent unauthorized access to the Account provided by Internet Banking/Mobile Banking service. The Bank shall take commercially reasonable care to ensure the security of and to prevent unauthorized access to the Internet Banking with commercially reasonable technology available in Nepal to KBL.

**Charges:** Kumari 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 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 may specify  
Cardholder/Internet Banking/Mobile Banking Service user declares that use of the PIN, password or OTP selected by him/her will be in a feasible degree of protection in light of their particular needs and circumstances and will not share the same knowingly or unknowingly with anyone. Bank assumes no duty and responsibility towards any breach of security by the Cardholder/Internet Banking/Mobile Banking Service user or the unauthorized disclosures or use of a PIN, password or OTP. Bank is not responsible in any way for the manner in which the Cardholder/Internet Banking/Mobile Banking Service is utilized.

Cardholder/Internet Banking/Mobile Banking Service user shall not make any POS/Online/other payment(s) against goods/services prohibited by the laws, rules and regulations of NRB/ Govt. of Nepal. The bank reserves the exclusive right to limit the per transaction or per day/per month and/or as per the guidelines issued by Nepal Rastra Bank.

#### **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:**

Any user of the Bank having 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 a minor, in which the minor is a joint account holder, is not eligible for the facility.

#### **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. Once the account holder is enrolled in Mobile Banking Services, the account holder shall receive transaction alert SMS messages as per the rule of the bank.

#### **Receiving Alerts:**

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 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 or possible financial loss due to the above said reason or due to any force majeure circumstances.

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 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 Users commercial, investment or bust nets 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 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.

#### **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. 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 Cause II (b) herein above. The fee structure shall be subject to change on the bank's discretion from time to time and shall make 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.

#### **Authorization:**

The user irrevocably and unconditionally authorizes Bank to access all his Accounts for effective Banking or other transactions of the user through the facility.

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.

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 authorizes Bank to send any message or snake 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 proceed against accordingly.

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.

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 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.

#### **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 lies upon the 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 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.

#### **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 login password/Mobile Banking Transaction PIN (TPIN)/ 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 unauthorized or unlawful use of any of the above mentioned 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 to suspend the said facility, if his/her mobile phone has been lost or has been allotted to some other person. Also he/she shall be obliged to inform the Bank about any change in the mobile number or any unauthorized transaction in his/her account of which he/she has knowledge.

It shall be the responsibility of the user to update himself/ herself 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/she has breached the terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure on his/her part to advise the Bank within a reasonable time about any unauthorized 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 unauthorized 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.

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 if 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 <https://www.kumaribank.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 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 Kumari Bank at its office at Card Department or Digital Banking Department, Kumari Bank, Naxal, 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 <https://www.kumaribank.com> and/ or also by means the customized messagessent 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 for 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 within 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 Kumari 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 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") in response to the triggers sent by the User.
- "Bank" and/or "Kumari an shall mean to Kumari an 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 Tangal, 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 maybe 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 <https://www.Kumaribank.com>, through the call center or in writing either through any Form provided by Kumari 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 users
- "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 internet banking and mobile banking 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.
- "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.
- 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:

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Date: