

Terms and Conditions relating to Mobile Banking

Definition: For the purpose of these terms and conditions, the following expressions shall, except where the context otherwise requires have the following meanings:

The Bank: Mahalaxmi Bikas Bank Ltd. with Head Office at Durbar marg.
Users: Bank's customer having an account in any branch and having access to MOBILE Banking system.
Customers: Bank's customer having an account in any branch of the Bank.

Mahalaxmi Bikas Bank Ltd. shall subject to those Terms and Conditions provide below listed services/transactions/facilities (services) from time to time through any internet site – a group of related web pages established operated and/or maintained by on behalf of the bank (Internet Site) to enable customers to give instructions to and communicate with the Bank for the purpose of conducting banking. Financial and other transactions and dealings of various nature and obtaining services, products, information, benefits and privileges from the bank.

The services provided are as follows:

- Mobile Accounts:
 - To view account summary, quick view, account details, account statement
- Accounts:
 - Operative Accounts:** To view account summary, quick view, account details, account statement, cheque status inquiry, clearing instruments.
 - Loan Account:** To view the account summary, quick view, account details, loan account settlement, loan schedule, loan disbursement schedule.
 - All Accounts:** To view the quick view of all types of accounts at once.
 - Tax Deduction Inquiry:** To view the tax deducted from accounts.
 - Help:** Provides help for account menu.
- Bills:
 - Utility Payment:** Show the entry payee list that is setup.
 - Payment History:** To view the history of the payments made.
 - Payee Setup:** To set up a new payee.
 - New Payment:** To make new payment.
 - Search payees:** To search the standard payee of bank.
 - Help:** Provides for bills menu.
- Transfers:
 - Mobile to Mobile**
 - Mobile Account to Bank Account**
 - Bank Account to Bank Account**
 - Self/linked account transfer:** To transfer the funds between the self/linked accounts.
 - Third Party Transfer:** To transfer fund to the third party account.
 - Transfer History:** To view the history of the transfer made.
 - Help:** Provides help for whole transfer menu.
- Prepaid Recharge for generating Prepaid Recharge Pin
 - History of Recharge:** To view the history of prepaid pins purchase.
- Request:
 - Submit Request:** To submit the different request.
 - Query on Request:** To check the history of requests made.
 - Help:** Provides help for request menu.
- Customize:
 - Change Password:** To change transaction passwords by customer.
 - My Profile:** To change customer profiles by customer themselves.
 - My Billers:** Contains the list of billers that customer has set as payee.
 - Help:** Provides help for customize menu.
- Activity:
 - My Activity:** To inquire the financial and non-financial activities carried out by the customer.
 - Transaction Limit Inquiry:** To check the transaction limit provided to the customer.
 - Help:** Provides help for Activity Menu.

The Bank reserves the right to determine and change from time to time the scope and type of the services to be made available including without limitation.

Expanding, modifying or reducing the services at any time;

- Imposing and varying any restrictions on the use of the services such as minimum and maximum daily limits with respect to the value of any transactions or dealing or any type of transactions or dealing with the customer may conduct by using the services.
- Prescribing and changing the normal service hours during which the services are available and any daily cut-off time for any type of services or transactions. Any instructions of the customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off.

The User must be a Customer of the Bank and maintain an account at any branch of the Bank in Nepal.

To access the services for the first time, the Customer is required to authenticate a prescribed format manually indicating his/her acceptance of all the terms and conditions governing the use of the services and to provide such information as the Bank may responsibly specify for identifying him/her and designate accounts approved by the Bank to be accessed by the Customer to available services.

By registering for the use of services, the customer warrants that all information provided by the Customer to the Bank in relation to the services is true, complete, relevant and up-to-date. The services are for the sole and exclusive use by the customer.

The customer should not use and knowingly allow any other person to use the services, with any illegal purpose or activity. The customer shall notify the bank immediately if he/she becomes aware of such use. Bank will not be liable for any of the transactions allegedly performed by any third party.

An exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank of the Internet Site (s) or otherwise in response to an online inquiry is for reference only and is not binding to the bank.

The customer acknowledges that there may be a time lag in transmission of instructions, information or communication via the Internet for which the Bank shall not be held liable.

The Customer shall follow the guidance provided by the bank online in designing the user identification code (the 'User Name') and the password ('the password') for identifying the Customer for the purpose of availing the Services.

The Customer may change the Password at any time but any change shall be effective only if accepted by the Bank. The Customer changes the User Name.

Under one User Identification Code (the 'User Name') and the password (the 'Password') the customer can access aforementioned services for maximum of ten (10) different accounts owned by the customer. The 'Balance Transfer' is applicable only within these accounts own by the same customer.

The Customer shall act in good faith; exercise utmost care and diligence in keeping the User Name and the Password secret. At no time and under no circumstances shall the Customer disclose the User Name and/or the Password to any other person should the customer do so, the Bank shall not be liable for any transaction and/or financial lost that may occur to the customer.

The Customer shall be fully responsible for any accidental / negligent and/or unauthorized disclosure of the User Name and/or the Password to any other person and shall bear the risks of the User Name and/or Password being used unauthorized persons or for unauthorized purposes or the transactions.

The Customer is required to quote the User Name and the Password in order to log-on to the Services and give instructions to the Bank online. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.

Any instructions given in connection with the Services by quoting the User Name and the Password of the Customer once given may not be rescinded or withdrawn without the consent of the Bank. All such instructions given as understood and acted on by the Bank is good faith shall be irrevocable and binding on the Customer whether given by Customer or by any other person purporting to be the Customer. The Bank Shall be under no duty to verify the identify 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.

The Bank as a rule does not ask for a Customer Password.

The Bank will only act on an instruction is so far as it is in the Bank's opinion practicable and responsible to do so and in accordance with its regular business practices and procedures.

The Bank will provide online advice or confirmation that an instruction has been received and/or a transaction has been effected through the Services. Such advice or conformation shall be deemed to have been received by the Customer immediately after transmission and it is the duty of Customer to check such advice or confirmation. It is also the duty of Customer to enquire with the bank, if

the Customer does not receive any advice or confirmation within the time usually required for a similar advice or confirmation to be received.

Information relating to any account or transaction made available on the Internet Site (s) is for reference only. The Bank's record of such accounts and transactions shall be conclusive unless and until the contrary is established.

The Bank reserves the right to restrict the User to debit into his/her account (s) beyond the credit limit and to the available credit balance in the User's account.

The Bank shall not be liable for any computer/cybercrimes such as hacking etc. and shall not be liable for any unauthorized transactions and/or any transactions carried out by using illegal and fraudulent method.

The Bank reserves the right to charge less in relation to the use and/or termination of the Services and to revise such fees at any time with or without giving prior to the Customer. The Bank may determine and notify the Customer of the rate of any fees from time to time, which shall be binding on the Customer continuous to maintain or use the services after the effective date for imposing the fee or the revised fee. Fees shall be collected from the Customer in such manner and at such intervals as the Bank may specify. In addition to the fees, the Bank may prescribe minimum balances to be maintained in accounts for availing the Internet Banking facilities.

The Customer shall provide such information as the Bank may from time to time reasonably request for the purpose of providing the Services.

The Bank shall authorize to share the information with any other personality, including the third party agents, as and when necessary according to the existing laws, NRB directives etc.

The Customer should not attempt to 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 Services or any Internet Site or any software comprised in them.

The Customer acknowledges and agrees that the Information, the Reports and their form, mode or method of compilation, selection, configuration, presentation and expression are the intellectual property rights (copyright, trademark, patent, design, creation, invention etc.), trade secrets, confidential/proprietary property of the Bank and the respective information providers. Unless expressly permitted by these Terms and Conditions the Customer shall not:

- Sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information.
- Remove, obliterate, erase, relocate or modify in any way any proprietary making on or appearing including, without limitation, any trademark or copyright notice; or
- Incorporate or combine the above with any other programs.

The Customer agrees that all rights, title and interest in and relating to the above and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to these Terms and Conditions is conveyed or translated to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer have any such right or Interest.

The Information will be made available as it is supplied and will usually identify the Information Provider supplying it to the Bank. The Bank does not endorse or expressly comment on any information neither supplied by any Information Provider nor assume any duty to check or verify any Information. The Bank does not accept responsibility for legality, validity, completeness, effectiveness, adequacy or enforceability of the data therein.

The Bank will take reasonably practicable steps to ensure that its systems in connection with the services are installed with adequate security designs and to control and manage the risk in operating the system. None of the Bank or any features which may adversely affects the Customers hardware, software or equipments. In no event shall the Bank or any information provider be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use revenue, profits or savings.

The Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Services and/or access to any information in the Internet Site or any other information as a result of such use by the Customer or any other person whether or not authorized. The Customer shall indemnify the Bank, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, changes and expenses of any kind (including, without limitation, legal fees on a fully indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, Information/Reports in the Internet site except in the cases of willful default of the Bank.

The Bank may, at any time, without giving notice or reasons suspend or terminate all or any of the Services or their use by the Customer.

The Customer may terminate the use of the Services at any time by filling up the form to the Bank.

The Services shall deemed to cease and the Bank shall be entitled to the immediate restriction of the User in the event of

- Closure of Designated Account(s);
- Death of a User;
- The User(s) authority to operate the Designated Account is terminated;
- The User(s) ceases to be Customer of the Bank;
- The Bank requests to stop the use Internet Banking Facilities;
- Customer user is blacklisted and/or defaults on a loan or other similar obligation.
- Customer user fails to maintain the minimum balance as stipulated from time to time.

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time with or without notice to the Customer and shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

Communications delivered personally, sent by post facsimile transmission, telex or email by the Bank at the last known address of the Customer shall constitute actual delivery of such communication to the Customer. Communications sent by the Customer to the Bank shall be trusted as delivered to the Bank on the day of actual receipt.

Each of the provisions of these Terms and Conditions is several and distinct from the others and, if at 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, validity, enforceability of the remaining provisions shall not be affected in any way.

Where the account in question is a joint account, the reference in these Terms and Conditions to 'Customer' shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealings effected by using the Services.

Unless the context otherwise requires, 'person' includes an individual, firm, company, corporation and an unincorporated body of persons. These Terms and Conditions will stand amended if law, government regulation or instructions issued by the Nepal Rastra Bank, necessitate such amendments.

The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of Nepal and the Bank and the Customer submit to the nonexclusive jurisdiction of the Courts of Nepal.

Signature:

Date:

For Bank's Use Only

Signature Verified By:

Approved By: