

## Terms and Conditions

MAHALAXMI BIKASH BANK LIMITED (MBBL) shall provide subject to these Terms and conditions online service/transaction/facilities (service) from time to time through any Internet site. A Group of related web pages established, operated and/or maintained by or on behalf of the Bank (Internet site) to enable customers to give instruction to and communicate with Bank for the purposes of conducting banking investment, financial and other transactions and dealing of various nature and obtaining services products, information, benefits and privileges from the Bank.

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

- i. expanding, modifying or reducing the services at any time
  - ii. 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 transaction or dealing or any type of transactions of dealing which the customer may conduct by using the services; and
  - iii. Prescribing and changing the normal service hours during which the services are available and any daily cut off time for any type of services to transaction. Any instruction off 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 cut-off time by reference to the time of various markets operating in the different time zones.
- The User must be a customer of the Bank and maintain an account at a branch of the Bank in Nepal. To access the service for the first time, the Customer is required to authenticated a prescribed format manually indicating his/her acceptance of all the terms and condition governing the use of the services and to provide such information as the Bank may reasonably specify for identifying him/her and designate accounts approved by the Bank to be accessed by the customer to avail the services. By registering to use the services, the customer warrants that all information provided by the customer to the Bank in the relation to the service is true, complete, relevant an up to the date. The services are for the sole and exclusive by the customer authorized to do so by the Bank.

The Customer do not use or knowingly allow any other person to use the Services, the information and/or the Reports 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. Bank will not be liable for any of the transactions allegedly performed by a third party.

Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Sites(s) or otherwise in response to an online inquiry is for reference only and is not binding. The Customer acknowledges that there may be a time lag in transmission if instructions, information or communication via the Internet for which the bank shall not shall not be held liable. The Customer shall following the guidance provided by the Bank online in designation the user identification code (the 'user Name') and the password (the password) for identifying the Customer for the purposes of the Services.

The Customer may change the Password at any time but any change shall be effective any if accepted by the Bank. The User name cannot be changed by the Customer.

The Customer shall act in good faith, exercise utmost care and diligence in keeping the User Name and the Password in secrecy. At no time and under no circumstances shall the Customer disclose the User Name and/or the Password to any other person

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 and /or the Password being used by unauthorized persons or for unauthorized purpose or transactions.

The Customer is required to quote the User Name and the Password in order to log on to the Services send give instructions to the Bank online. Instructions in connection with the Services shall not 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 Customer is required to quote the User Name and the Password in order to log on to the Services send actually received them.

Any instruction 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 in good faith, shall be irrevocable and binding on the Customer whether given by Customer or by any other person purporting to by the Customer. The Bank shall be under on duty to verify the identity of 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 in 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.

Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Services will be provided by the Bank online. Such advice or confirmation shall be deemed to have been received by the customer immediately after transmission and it is the duty if the Customer to check such advice or confirmation. It is also the duty of the customer to enquire with the Bank if the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received. Information relating to any account to transaction made available on the Internet Site(s) are for reference only. The Bank's records of such account and transaction 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/or the available credit balance in the User's account. 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.

The Bank reserves the right to charge fees 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. The Bank shall determine and notify the Customer of the rate of any fee from time to time which shall be binding on the customer if the Customer continues to maintain or use the services after the effective date for imposing the fee of 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 balance to maintain in accounts for availing the Internet Banking facilities.

The Customer shall provide such information as the Bank may from time reasonable request for the purposes of providing the Services.

The Bank is automatically authorized to share the information with any other person/entity. Including its third party agents as and when necessary according to existing laws

The customer shall not attempt to decompile, reverse engineer, translate, covert, 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 comprised in them.

The Customer acknowledges and agrees that the information, the reports and their form, format mode or method of compilation, selection, configuration, presentation and expression are the intellectual property rights (copyright property of the Bank and the respective Information providers, Unless expressly permitted by these Terms and Conditions, the Customer shall not, and shall not attempt to

- i. 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.
- ii. Remove, obliterate, erase, release of modify in any way and proprietary marking on or appearing including, without limitation, any trademark or copyright notice, or
- iii. Incorporate or combine the above with any other programs.

The Customer agrees that all right, 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 transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title 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 express any comment on any information supplied by any information provider not assumes any duty to check or verify any information. The Bank does not accept responsibility for the legality, validity, completeness, effectiveness, adequacy or enforceability of the date therein.

The Bank will take reasonably practicable steps to ensure that its system in connection with the Service are installed with adequate security designs and to control and manage the risks in operation of the system. None of the Banker any Information Provider warrants of represents that the Services, the Information are free from virus or other destructive features which may adversely affect the Customer's hardware, software of equipment. 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 used, revenue, profits of 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 respective officer and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including without limitation, legal fees on a full 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 of reason 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 giving to the Bank prior written notice of a reasonable period. The Services shall cease to be valid and the Bank shall be entitled to the immediate restriction of the User in the event of Closure of Designated Accounts(s);

- ii. Death of a User;
  - iii. The User(s) authority to operate the Designated Accounts is terminated;
  - iv. The User(s) ceases to be a customer of the Bank;
  - v. The Bank requests to stop the use of Internet Banking Facilities;
  - vi. Customer / user is black listed and/or defaults in a loan or other similar obligation;
  - vii. Customer / user falls 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 with or without notice to the customer and shall be binding on the Customer if the Customer continues to maintain or use Services on or after the effective date of variation.

Communications delivered personally sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) a the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

Each of the provisions of terms and conditions is severable and distance from the other and, it 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 or 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 Customers 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 dealing effected by using the Services

Unless the context otherwise requires 'person' includes on individual, firm, company, corporation entities and an unincorporated body of persons.

These Terms and Conditions will stand amended if law government regulations 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 Bank and the Customer submits to the non exclusive jurisdiction of the courts of Nepal.

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

### For Bank's Use Only

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

Signature verified By: \_\_\_\_\_ Approved By: \_\_\_\_\_