



Rastriya Banijya Bank Limited

Application for e-banking Facility

Date:

The Manager
Rastriya Banijya Bank Limited
_____ Branch

I/We hereby request you to provide me/us the Rastriya Banijya Bank's e-Banking (Internet Banking) facility as per the details given below.

Account Holder's Name : _____

Address : _____

Account No :

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Account Type : Personal Joint Corporate

E-mail Address : _____

Telephone No: _____ Mobile No: _____

Facility Requested for : Please Mark (✓) for required options.

Non Financial Use Financial Use

Application Type :

First Time Application Application for Additional Facility

(If the Applicant is already enrolled as user of Internet Banking Facility, Mention Username)

Username: _____

I /We hereby agree to the terms and conditions of the agreement printed on the back of this form.

Authorized Signature(s) of Applicant(s)

FOR OFFICE USE ONLY

Application/Signature Verified by:

Approved by: _____

Employee No: _____

Employee No: _____

Date: _____

Entered by: _____

Username: _____

Terms and Conditions Relating to the e-Banking Services.

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

1. "The Bank" refers to Rastriya Banijya Bank Limited.
2. "User" refers to Bank's customer having an access to e- Banking (Internet Banking) system.
3. "Customer" refers to Bank's customer having an account in the Bank.

Rastriya Banijya Bank Limited shall, subject to these 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 or 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 terms and conditions contained in this agreement, along with those contained in the application field by the Customer with the Bank, shall collectively form part of the contract between the Bank and the Customer. The services provided are as follows:

- The services for which this contract is being brought into operation are online services to facilitate banking transactions which the Bank shall make available to the customer through an internet site established, operated and/or maintained by or on behalf of the Bank for the purposes of conducting banking transactions. Under the terms of this agreement, the customer whose account details are provided at the end of this document shall be eligible to transfer funds from the accounts to those accounts of the customer's clients and business associates which are provided under a separate heading. (for details of services visit FAQ at the e-Banking login page of the bank)
- It shall further include all 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, or any changes, modifications, expansion or reduction of the services that the Bank may introduce from time to time, as well as any imposition of restrictions on the use of services, prescription and use of service hours. the terms and conditions of this contract shall be construed in compatibility with any other terms and conditions related to any other product or facility that the Customer is availing or may in future avail 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 transactions or dealing or any type of transactions or dealings which the Customer may conduct by using the services.
 - iii. Prescribing and changing the normal services 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 time by reference to the time of various markets operating in different time-zones.
 - iv. 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 facilities. The Customer further undertakes in case of a joint holders of the account has agreed in writing submitted along with the application to be bound jointly or severally for any obligations arising out of the use of the facility.
- 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 customer.
- 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 act in good faith; exercise utmost care and diligence in keeping the Username and the Password secret. At no time and under no circumstances shall the customer disclose the Username and/or Password to any other person. Should the Customer do so, the Bank shall not be liable for any transaction and /or financial loss that may occur to the Customer.
- 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.
- 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 giving prior notice to the Customer. 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 purposes of providing the Services.

- The Customer shall 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 the services or any Internet Site or any software comprised in them.
- The Bank shall not be liable for any of the following:
 - i. 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 outside agent.
 - ii. Any compliance in good faith with the instruction received from Customer's username and password.
 - iii. 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 for technical or operational reasons.
 - iv. Any loss of information or data in transmission or any breach of confidentiality because of unauthorized access into the system by an unauthorized agent.
 - v. Any oversight on the part of the Customer to update himself/herself with the facility and/or specific services for each product provided by the bank.
 - vi. Any direct or indirect or consequential loss that the Customer may face as a result of its inability to accept instructions for the facility, or for system failures at any time. The Customer agrees that all rights, title and interests 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 or interest.
- 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, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity bases) which may be incurred by any of them and all actions or proceedings which may be brought by or against 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 giving 30 days prior notice to the Bank.
- The Services shall be deemed to cease and the Bank shall be entitled to the immediate restriction of the User in the event of
 - i. Closure of Designated Account(s) or death of a User.
 - ii. The User(s) authority to operate the Designated Account is terminated.
 - iii. The User(s) ceases to be customer of the Bank.
 - iv. The Bank requests to stop the use Internet Banking Facilities.
 - v. Customer user is blacklisted and /or defaults on a loan or other similar obligation.
 - vi. 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.
- 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.
- These Terms and Conditions will stand amended if law, regulations or instructions issued by the Nepal Rastra Bank and Government of Nepal, necessitate such amendments.
- The services and these Terms and Conditions shall be governed by and constructed in accordance with the laws of Nepal and the Bank and the Customer submits to the nonexclusive jurisdiction of the Courts of Nepal.

I/We hereby agree to the Terms and Conditions of the agreement printed above.

Signature of Applicant

Date: