Customer ID:

Account No.

Account Name:

Account Opening Application Form
(For Individuals)

NABIL BANK®

Serving the nation since 1984

First Choice Provider of Complete Financial Solutions

ACCOUNT OPENING FORM (INDIVIDUAL - SINGLE/JOINT)

Please complete all details in CAPITAL letter and strike out the non applicable fields/boxes

Account No. ☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Please open my/our account with your bank as follows

Existing Account No.: (if any) ☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Account Type: ☐ Current ☐ Saving ☐ Others _____ (Specify)

Currency: ☐ NPR ☐ USD ☐ Others _____ (Specify)

Customer's Name: Mr./Mrs./Ms.

FIRST NAME

MIDDLE NAME

FAMILY NAME

Required for Minor Account

Guardian's Name: _____

Guardian's Relationship: _____

Tel (Res.): _____ (Off.) _____

Fax: _____ Mobile: _____

email: _____

Residence Address: House No. _____ Street Name: _____

_____ Tole: _____ Ward No. _____

Country: _____ City: _____

Nearest Landmark: _____ No. of years at current add.: _____

Mailing Address: _____

_____

Permanent Address: (If different from Residence Address) _____

_____

1. Sole Applicant / Joint Applicant (A)

Salutation / Title ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other_____

Full Name:

FIRST NAME

MIDDLE NAME

FAMILY NAME

Gender: ☐ Male ☐ Female ☐ Other

Grand Father's Name: _____

Father's Name: _____

Mother's Name: _____

Spouse's Name: _____

Nationality: _____ Visa Expiry Date: _____ (if non-resident)

Date of Birth DD MM YYYY

Identification document: ☐ Citizenship ☐ Passport

Number _____ Place of issue _____

Marital Status ☐ Single ☐ Married ☐ Other

Occupation / Nature of Employment:

☐ Salaried Employed with: ☐ Pvt Ltd. ☐ Pub Ltd. ☐ Others

☐ Self Employed You are a: ☐ CA ☐ Doctor ☐ Engineer

☐ Retired ☐ Businessman ☐ Others _____

Branch _____ Date: DD MM YYYY

Tel (Res.): _____ (Off.) _____

Fax: _____ Mobile: _____

email: _____

Residence Address: House No. _____ Street Name: _____

_____ Tole: _____ Ward No. _____

Country: _____ City: _____

Nearest Landmark: _____ No. of years at current add.: _____

Mailing Address: _____

_____

Permanent Address: (If different from Residence Address) _____

_____

Would you like a Joint Account?

☐ Yes (For Joint Applicant/s, please complete the fields below)

☐ No

2. Joint Applicant (B)

Salutation / Title ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other_____

Full Name:

FIRST NAME

MIDDLE NAME

FAMILY NAME

Gender: ☐ Male ☐ Female ☐ Other

Grand Father's Name: _____

Father's Name: _____

Mother's Name: _____

Spouse's Name: _____

Nationality: _____ Visa Expiry Date: _____ (if non-resident)

Date of Birth DD MM YYYY

Identification document: ☐ Citizenship ☐ Passport

Number _____ Place of issue _____

Marital Status ☐ Single ☐ Married ☐ Other

Occupation / Nature of Employment:

☐ Salaried Employed with: ☐ Pvt Ltd. ☐ Pub Ltd. ☐ Others

☐ Self Employed You are a: ☐ CA ☐ Doctor ☐ Engineer

☐ Retired ☐ Businessman ☐ Others _____

Tel (Res.): _____ (Off.) _____

Fax: _____ Mobile: _____

email: _____

Residence Address: House No. _____ Street Name: _____

_____ Tole: _____ Ward No. _____

Country: _____ City: _____

Nearest Landmark: _____ No. of years at current add.: _____

Mailing Address: _____

_____

Permanent Address: (If different from Residence Address) _____

_____

3. Joint Applicant (C)

Salutation / Title ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other_____

Full Name:

FIRST NAME

MIDDLE NAME

FAMILY NAME

Gender: ☐ Male ☐ Female ☐ Other

Grand Father's Name: _____

Father's Name: _____

Mother's Name: _____

Spouse's Name: _____

Nationality: _____ Visa Expiry Date: _____ (if non-resident)

Date of Birth DD MM YYYY

Identification document: ☐ Citizenship ☐ Passport

Number_____ Place of issue _____

Marital Status ☐ Single ☐ Married ☐ Other

Occupation / Nature of Employment:

☐ Salaried Employed with: ☐ Pvt Ltd. ☐ Pub Ltd. ☐ Others

☐ Self Employed You are a: ☐ CA ☐ Doctor ☐ Engineer

☐ Retired ☐ Businessman ☐ Others _____

Tel (Res.): _____ (Off.) _____

Fax: _____ Mobile: _____

email: _____

Residence Address: House No. _____ Street Name: _____

_____ Tole: _____ Ward No. _____

Country: _____ City: _____

Nearest Landmark: _____ No. of years at current add.: _____

Mailing Address: _____

_____

Permanent Address: (If different from Residence Address)_____

_____

4. Required for non-resident Customer

Local Contact Person:

FIRST NAME

MIDDLE NAME

FAMILY NAME

Local Contact Address: _____

_____ City: _____ Phone No.: _____

5. Other Services Required

A. Statement:

Frequency : ☐ Monthly ☐ Quarterly ☐ Half yearly

Statement Print : ☐ Nepali Calendar ☐ English Calendar

Mode of Delivery : ☐ e-mail: _____

_____ ☐ Post ☐ Print on Demand ☐ Special Delivery

B. Debit Card: ☐ Visa ☐ SCT (Visa debit card is mandatory)

For Sole/Joint Applicant (A) ☐ Yes ☐ No

For Joint Applcant (B) ☐ Yes ☐ No

Customer ID: _____

A/c No. _____

C. Online Banking: ☐ Yes ☐ No

Third Party fund Transfer Required (Tick One) ☐ Yes ☐ No.

D. Mobile Banking: ☐ Yes ☐ No

Required Service: ☐ SMS Banking ☐ M-Pay ☐ Transaction Alert (mandatory)

Third Party fund Transfer Required (Tick One) ☐ Yes ☐ No.

1 ACCOUNT NAME

ACCOUNT NUMBER

2 ACCOUNT NAME

ACCOUNT NUMBER

3 ACCOUNT NAME

ACCOUNT NUMBER

4 ACCOUNT NAME

ACCOUNT NUMBER

5 ACCOUNT NAME

ACCOUNT NUMBER

E. We hereby unreservedly authorize the bank to issue ☐ Nabilnet ☐ Debit Card in the name of .....

We hereby undertake that we shall be liable for any act done by the aforementioned person and we shall not claim the bank against his/her act related to the use of ☐ Nabilnet ☐ Debit Card in future. If any claim is made against the bank by any means from, our part in the future, the same can be treated void with this consent.

6. Nominee Details

In the event of my death or incapacity, the following named nominee shall be entitled to the balance:

PHOTO

Nominee's Name: _____

Citizenship/Passport No. _____

Nominee Relationship: _____

Mr/Ms: _____

Relation to me: _____

Son/Wife/Daughter of _____

Date of Birth: _____ Age: _____

Citizenship/P.P. No. _____

Place of Issue: _____

Permanent Address: _____

_____

Temporary Address: _____

_____

Contact No.: _____ To receive all monies due to me on behalf of nominee(s).

Thumb Print

Left	Right

Customer ID: _____

A/c No. _____

7. Specimen Signature(s) & Photograph (Please sign with black ink)

Name: _____

Signature of Sole/Joint Applicant (A)

	PHOTO

Special Instruction: _____

Name: _____

Joint Applicant (B)

	PHOTO

Special Instruction: _____

Name: _____

Joint Applicant (C)

	PHOTO

Special Instruction: _____

8. Introduced By

Name: Mr./Mrs./Ms _____

(First name) (Middle name) (Last name)

Account No. _____ Customer ID _____

(For office use only)

I/We confirm the identification and address of the above applicant(s). I/We know them for the last _____ months / years.

_____

Signature of Introducer

9. Location Map

Site Map of the Account Holder's Residence from the main Road

North

From Main Road Street _____ the distance of the Residence is ____ meters (approximately).

10. For Bank's Use Only

Account No. | | | | | | | | | | | | | | | | Customer ID: | | | | | | | | | |

Amount Deposited: In | | |

Introducer's Signature, Name and A/c No. (Verified): Yes No If No, reason _____

Other Comments _____

Signature scanned by: _____ Date: _____

_____ _____ _____

Prepared/Confirmed By Checked/Verified By Authorized By

Terms & Conditions

Dear Sirs,

In consideration of Nabil Bank Limited (hereinafter referred to as the "Bank") opening and/or continuing the Current/Savings/Call/ or any other account(s) in my/our name(s) (hereinafter referred to as the "Accounts") and providing banking facilities to me/us, I/We agree to be bound by the terms and conditions set out below and agree that the account(s) will be governed by and are subject to these terms and conditions (hereinafter referred to as the "Terms"). I/We also agree that all deposits whether Savings, Current, Fixed or Foreign Currency that may be placed by me/us with the Bank are subject to the prevailing rules and regulations of Nepal Rastra Bank and are governed by the law in effect from time to time. These terms shall apply to each of the accounts of whatever nature hereafter opened with, continued with or maintained with the bank or its successors or assigns.

Terms and Conditions

Where the account(s) is/are opened by more than one person the word "i", "me" or "my" shall read as "we", "us" or "our" in these terms. The Terms shall bind each of the persons named in the accounts (hereinafter also referred to as the "Customer") individually or any one or more or all of them collectively and all agreements, obligations and liabilities of the customers with the bank shall be joint and several.

A. For Account Opening

1. Initial deposit as decided by the Bank must be made to open the Account(s). The minimum balance needs to be maintained in the Account as fixed by the Bank from time to time. Any balance below minimum will be liable to incidental charges as decided by the Bank from time to time and in Savings Account no interest will be given for the period if balance is maintained less than the amount specified by the Bank as minimum balance.
2. Cheque(s) should be signed as per specimen signature supplied to the Bank and any alteration in the cheque must be authenticated by the drawer's full signature.
3. The account holders, as far as possible, shall withdraw sums from his/her/their account by using the cheque supplied to him/ her/them by the Bank for that particular account.
4. Post dated and stale cheques shall not be paid.
5. Cheques issued by the Bank are the property of account holder(s) and they should take utmost care and keep in safe place under lock. The account holder(s) shall not hold the Bank liable if such cheques are misplaced, stolen or encashed in any way by fraudulent signature.
6. The Bank will register instructions from the drawer of a cheque for its payment, but the Bank can not accept any responsibility in case such instructions are overlooked.
7. Collections are undertaken at the risk of the account holder(s) only. The Bank should endeavour to collect the cheques and the items as promptly and carefully as possible, but it can accept no responsibility in case of any delay or loss. All cheques and other instruments should be crossed before they are paid-in for credit of accounts. Un-cleared items though credited in the account, shall not be available for withdrawal. The Bank shall have right to debit the customer's account, if they are not realised.
8. The Bank will take care to see that credit and debit entries are correctly recorded in the accounts of the account holder(s). In case of any error, the Bank shall be within its rights to make the correct adjusting entries without notice and recover any amount due from the account holder(s). The Bank shall not be liable for any damage, loss etc., to account holder(s) due to such errors.
9. Any change in the address or constitution of the account holder(s) should be immediately communicated to the Bank. The post office and other Agents for delivery shall be considered Agents of the account holder(s) for all delivery of letters, remittances etc., and no responsibility can be accepted by the Bank for delay, non-delivery etc.
10. In the absence of contract to the contrary the credit balance in any account in the names of two or more persons, on the death of one or more of them, shall be payable to survivor as lawfully appointed nominee(s) of the deceased and if there is a debit balance, the survivors and the estates of deceased account holder(s) shall be jointly and severally liable for repayment thereof.
11. In case of death of an individual Account holder, the credit balance in the account of the deceased shall be payable to the nominated willee(s) and if no willee is nominated or nominated willee(s) has also died the balance shall be payable to the next keen of the deceased account holder in accordance with the law prevailing then.
12. A receipt of money, cheques, securities etc. on behalf of the Bank is valid only if signed by duly authorised officer(s).
13. The Bank reserves the right to add or alter any or all of the rules after notification and such altered or additional rules shall immediately thereafter be deemed to be binding on all account holder(s).
14. The Bank reserves the right to close (without prior notice) any account which, in its opinion, is not satisfactorily operated or for any other reason whatsoever which shall not be incumbent on the Bank to disclose to the constituent(s).
15. A distinctive number is allotted to each account which should be quoted in all correspondence relating to the account and when making deposits or withdrawals.
16. Periodic statement of accounts shall be considered correct unless we receive from you in writing to the contrary within fifteen (15) days after dispatch thereof by us.
17. Interest will be charged in overdrawn Current Account(s) on daily products at the prevailing rates.
18. Interest will be calculated and credited to depositor's Saving Account on daily balance on quarterly basis or as decided by the Bank from time to time.

B. For Debit Card

Any Nabil Visa Electron Card issued is subject to these terms and conditions of use. Any use of the card at Merchant Establishment / Automated Teller Machine (ATM) will automatically constitute the acceptance to these terms and conditions.

1. In these terms and conditions:

i. 'The Bank' means 'Nabil Bank Limited' (NABIL) who is duly licensed to issue Visa Electron Cards and its successor.

ii. The 'card' means valid Nabil Visa Electron Card.

iii. The 'Cardholder' means an individual, mentioned in the card application form, to whom and for whose exclusive use the card has been issued.

iv. 'Account ' means savings account/Current/Corporate account maintained by the Bank in the name of the cardholder.

v. 'Merchant Establishment' means the establishment with which the authorized member of the 'Visa International' has entered into an agreement for honoring 'The Card' on proper presentation.

vi. 'Transaction' means the use of the card to avail services and/or to purchase goods and/or to draw cash at any Automated Teller Machine (ATM) or merchant location with Electronic Data Capture Device (POS) who displays Visa acceptance logo.

vii. 'Settlement of Transaction' means real time debit of the nominated account for the transaction amount originated at merchant establishment or ATM and debit of nominated account for the service charges/fees.

viii. 'PIN' means the personal identification number generated with the card, for use in ATM and or PIN enabled POS terminals to identify the genuine cardholder. The cardholder is fully responsible to keep the PIN unknown to others as the same can allow transactions at ATM and or PIN enabled POS Terminals. PIN once generated can not be re-generated and can not be known by other than the cardholder himself/herself.

2.

i. The card is the property of the Bank at all times.

ii. The card is non-transferable.

iii. On receipt of the card, the cardholder shall sign with ball pen on the reverse of the Card in the space provided, as per his/her signature appearing in the card application. In case the card is lost/stolen/misplaced, the cardholder shall be liable for all charges incurred due to use of such lost/stolen/misplaced card.

iv. The Bank reserves its right to seize/cancel the card so issued to any cardholder, if found at a later date, the information submitted by the cardholder is false and/or he/she is misusing the card.

v. The Bank reserves the right to withdraw any or all of the privileges attached to 'The Card ' at any time and to call upon the cardholder to surrender the card without assigning any reason whatsoever.

vi. Upon termination of membership of the Card for any reason whatsoever, it shall be returned to the Card Division or nearest branch of the Bank within 2 days from the date of receipt of notice thereto. The cardholder shall continue to remain liable to pay all transaction charges/fees to the Bank arising out of and in connection with issue and utilization of the Card for the period from its/their issue/renewal till surrender.

vii. Use of the Card after notice of withdrawal of the privileges is fraudulent and the cardholder may be subjected for legal action by the Bank in accordance with the Commercial Bank Act and Debt Recovery Act.

3.

i. If the Card is lost/stolen, Card Division of the Bank shall be informed immediately through phone/telex/fax/telegram followed by written application duly signed by the Cardholder and any expenses incurred to that effect shall be borne by the Cardholder.

ii. For issuance of a replacement Card, the fee as per the Annexure or revised and fixed by the Bank from time to time shall be charged upon receiving lost/stolen card report in the prescribed format from the Cardholder.

4.

i. Subject to proper presentation of the Card at the Merchant Establishment, it will be honored. The Card can be used in an electronic environment only. The electronic environment means Automated Teller Machine (ATM) and Electronic Data Capture Device (POS) which reads the data in magnetic stripe of the card and gets approval/rejection of the requested transactions from the 'Bank' through online communication. Every transaction on the Card is authorized by the Bank .

ii. The Bank shall not be liable for any action in the event Merchant Establishment is unable to honor the Card. Merchant Establishment may not honor the Card when conducting a discount sale etc.

iii. The Bank shall not be responsible for any defective merchandise purchased or services availed by the Cardholder. The nominated account of the Cardholder shall be debited on real time when the authorization for the transaction is given. Any claim or dispute should be channeled through the Bank as per prevailing rules and regulation of Visa International and the Bank.

iv. The Cardholder is not authorized to claim refund in cash with Merchant Establishments directly. All claims pertaining to refund should be channeled through the Bank only.

v. Any charge-slip signed by the Cardholder shall be the conclusive proof of the charges recorded therein as incurred by the Cardholder himself and will be charged by the Bank to the Cardholder.

vi. The transaction log of ATM transactions shall be the conclusive proof of the charges recorded therein as incurred by the Cardholder himself. The verification of PIN confirms the authenticity of the Cardholder and the transaction.

vii. The Cardholder is responsible for collecting the bills and the copies of the charge-slip signed by him/her from the Merchant Establishment and transaction receipt from the ATM. The Bank will not provide any copy of the charge-slip and or transaction receipt.

5.

i. The Bank shall levy fees/service charges to the Cardholders as per the Annexure or as revised and decided by the Bank from time to time. The charges/fees shall be debited from the nominated account of the Card and the Cardholder agrees to pay all the fees/charges levied by the Bank.

ii. Special services (e.g. Airlines refund, railway ticket, communication service, purchase of petrol) availed by the Cardholder may attract service charge at the rate prescribed by the acquiring bank from time to time.

iii. It shall be the sole responsibility of the Cardholder to reconcile the transactions with the account statement every month. Any dispute on the Card transaction should be lodged within 15 days of statement date to Card Division to avoid rejection due to delay in lodging the claim with Visa International. The Bank may provide a copy of statement on payment of service charge fixed by the Bank from time to time.

iv. For security purposes a limit for cash withdrawal and purchase is fixed for all the cards on per day basis. Even if a cardholder has a higher balance in the nominated account, s/he shall not be entitled to draw cash and or make purchase merchandise/services over and above the prescribed limit.

v. The various services offered by other banks 'ATM are completely dependent on the owner bank of the ATMs. The minimum and maximum cash withdrawal is defined by the owner bank of the ATM. There will be separate charge for all the services provided by other bank ATMs and such charges are levied to the Cardholders through Visa Settlement System.

vi. The fees/service charges applied to the Card shall not be refunded under any circumstances.

vii. Unless renewed, the card issued under this agreement will expire on the date printed in the Card. If the usage of the Card is found satisfactory, it will be automatically renewed prior to the expiry date. If the Cardholder feels that the Card should not be renewed, the Cardholder shall inform the Bank 60 days prior to such renewal date.

6. The Bank reserves the right to add and/or amend these terms and conditions including fees and service charges without giving any prior notice, which shall be binding on the Cardholder and the Bank will intimate the same at its convenience.

7. All disputes are subject to the jurisdiction of courts in Kathmandu, Nepal.

8. The Cardholder must follow the prevailing Foreign Currency rules and regulations and himself/herself is solely liable for any kind of violation of the Foreign Currency Rules and Regulations.

9. In case bank/regulatory agencies requires any supporting document pertaining to any purchase transactions made by the cardholder outside Nepal it will be the responsibility of the cardholder to submit the same to the bank. Failure to submit the same shall be treated as violation of foreign currency rules and regulation and cardholder solely shall be liable for the same.

10. In case of any Act of God, war, riots, civil disturbances, changes of law, foreclosure of the business of the parties over which either of the party has no control and when any of such cases results in an impossibility to perform this agreement, either of the parties may terminate this agreement, before its expiry, by serving a notice of 7 days in advance to the other party concerned.

C. For Internet Banking and/or Mobile Banking

1. Definitions

Unless otherwise meant with reference to the subject or context, the following words and phrases in this document shall have the meanings as set-below:

a. "Bank refers to Nabil Bank Limited, a limited company operating banking business under prevailing laws of Nepal and having its registered office at Teendhara, Darbarmarg, Kathmandu, Nepal.

b. "Customer" refers to a Customer of the Bank authorized to use the Internet Banking. In case the Customer is a minor, the guardian of such minor shall be permitted to use Internet Banking.

c. "Person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

d. "Account(s)" refers to the Customer's bank account and/or credit card account and/or home loan account and/or automobile loan account and/or consumer durable loan account and/or any other type or account maintained with the Bank for operations through the use of Internet Banking.

e. "Internet Banking" refers to the internet banking service offered by the Bank which provides to the Customer the services such as balance enquiry, transaction details, account statement, transfer of funds and other services as the Bank may decide to provide from time to time. The availability of a particular service shall be advised through e-mail, web page of the Bank or written communication.

f. "SMS Banking" refers to the SMS Banking service offered by the Bank which provides to the customer the service such as balance inquiry, transaction details, account statement, transfer of funds and other services as the Bank may decide to provide from time to time. The availability/non-availability of a particular service shall be advised through e-mail, web page of the Bank or the written communication.

2. The Contract

The Terms and Conditions mentioned in this document together with the application made by the Customer and as accepted by the Bank shall form the Contract between the Customer and the Bank for Internet Banking and/or SMS Banking.

3. Application for Internet Banking Service and/or SMS Banking Service

The Customer shall apply to the Bank in the prescribed form for the use of Internet Banking and/or SMS Banking. The Bank shall be entitled at its sole discretion to accept or reject such applications. For the purpose of availing Internet Banking and/or SMS Banking, the Customer would need to have legal access to the Internet and/or Mobile phone. The Bank will advise from time to time the Internet software required for using Internet Banking. There will be no obligation on The Bank to support all the versions of these Internet software.

4. Precautions to Prevent Unauthorised Access

The Customer shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and/or SMS Banking and unauthorized access to the Accounts provided by Internet Banking.

5. Access to Internet Banking and/or SMS Banking

The Customer would be provided with an Internet Banking Customer-ID and a set of secret passwords and/or SMS Banking secret access code (Password) by the Bank in the first instance and the Customer is required to change such password. As a safety measure, the Customer shall change the password, as frequently thereafter as possible. In addition to Customer-ID and password, the Bank may, at its discretion, advise the Customer to adopt other means of authentication such as digital certification and/or smart cards for Internet Banking. The Customer shall not attempt or permit others to attempt accessing the Account information stored in the computers of the Bank through any means other than the Internet Banking.

6. Password

The Customer unconditionally undertakes to have Internet Banking and/or SMS Banking password of such number of letters/digits as may be notified by the Bank from time to time and ensure that the same is kept confidential and do not let any unauthorised person have access to the internet or the access code while the Customer is accessing the Internet Banking and/or SMS Banking. In case the Customer forgets the Internet Banking and/or SMS Banking password, the Customer may request for the issue of a new password by sending a written request to the Bank and this shall not be construed as the commencement of a new contract. The Customer agrees and acknowledges that the Bank shall in no way be held responsible or liable if the Customer incurs any loss as a result of information being disclosed by the Bank regarding his/her Account(s) or carrying the instruction of the Customer pursuant to the access of the Internet Banking and/or SMS Banking and the Customer shall fully indemnify and hold harmless the Bank in respect of the same. The Customer shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake.

7. Eligibility

i. The Customer desirous of using the Internet Banking and/or SMS Banking should both be the account holder and sole signatory or be authorised to act independently.

ii. In case of joint accounts, where the mode of operation is any one, all or any transactions arising from the use of the Internet Banking and/or SMS Banking in the joint account shall be binding on all the joint account holders, jointly and severally. However, any account, where the mode of operation is joint, is not eligible for the Internet Banking and/or SMS Banking.

iii. In case of minor's account, the guardian cited in the account opening form will be eligible for the Inernet Banking and/or SMS Banking.

8. Charges

The Bank reserves the right to levy and recover the service charges as per the Annexure or revised and fixed by the Bank from time to time for providing the Internet Banking and/or SMS Banking by debiting the Accounts of the Customer.

9. Sufficient Balance

The Customer shall ensure that there are sufficient funds or prearranged credit facilities in the Account and the Bank shall not be liable for any consequences arising out of its inability to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that the Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the Customer and the Customer shall be resposible to repay with interest resulting overdraft, advance or credit thereby created and for all related to costs and

charges.

10. Funds Transfer

The Bank will endeavour to effect funds transfer transaction received through Internet Banking and/or SMS Banking subject to availability of sufficient funds in the Account. The Customer shall not use or attempt to use the Internet Banking and/or SMS Banking for funds transfer without sufficient funds in the respective Account or without a prearranged credit facility with the Bank. The Bank shall specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Internet Banking and/or SMS Banking. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its control.

11. Authority to the Bank

The Customer irrevocably and unconditionally authorises the Bank to access all his/her Account(s) for effecting banking or other transactions performed by the Customer through the Internet Banking and/or SMS Banking. The instructions of the Customer shall be effected only after authentication of the Customer in accordance with the prescribed procedure Clause 6 for Internet Banking and/or SMS Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the Customer other than by these means of verification. The read-out, the faxed/e-mail output or the printed output, if any, for Internet Banking and the SMS received/sent by the customer at the time of operation of the Internet Banking and/or SMS Banking is a record of the operation of the computer by the Customer and shall be accepted as conclusive and binding for all purpose. All the records of the Bank generated by the transactions arising out of the use of the Internet Banking and/or SMS Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While the Bank shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the Internet Banking and/or SMS Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.

12. Instructions

All instructions for operating the Internet Banking shall be given through computer by the Customer and for operating the SMS Banking shall be given through SMS (mobile) to the customer in the manner indicated by the Bank.

The Customer is also responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered to be sufficient to operate the Internet Banking and/or SMS Banking. The Bank shall not be required to independently verify the instructions; an instruction is effective unless countermanded by further instructions.

The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction. Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it deems fit. The Bank state that they have no liability or obligation to keep a record of the instructions to provide information to the Customer or for verifying Customer's instructions. The Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudences or otherwise of any instruction and have the right to suspend the operations through the Internet Banking and/or SMS Banking if it has reason to believe that the Customer's instructions will lead or expose to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the Internet Banking and/or SMS Banking.

13. Accuracy of Information

The Customer is responsible for the correctness of information supplied to the Bank for use of the Internet Banking and/or SMS 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/she shall immediately advise the Bank which will endeavour to correct the error wherever possible on a "reasonable efforts" basis.

14. Disclaimer of Liability

a. The Bank shall not be liable for any unauthorized transactions occuring through the Internet Banking and/or SMS Banking and the Customer hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Customer is liable for payment of financial charges as decided by the Bank or is liable for the result by the suspension of the operations for illegal or improper use of Internet Banking and/or SMS Banking.

b. The Bank shall under no circumstance be held liable to the Customer if the Internet Banking and/or SMS Banking is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank.

15. Indemnity

In consideration of the Bank providing the Customer the Internet Banking and/or SMS Banking, the Customer shall indemnify and hold the Bank including both their officers employees and agents, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank's execution of the Customer's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking and/or SMS Banking for any action taken or omitted to be taken by the Bank, its officers, employees or agents, on the instructions of the Customer. The Customer will pay the Bank such amount as may be determined to be sufficient to indemnify it against any such loss or expenses even though they may not have arisen or are contingent in nature.

16. Disclosure

The Customer agrees that the Bank or their contractors 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 and/or SMS Banking as well as for analysis, credit scoring, marketing, fraud controlling agencies.

17. Change of Terms and Conditions

The Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions of this contract at any time and will endeavour to give prior notice of 15 (fifteen) days for such changes wherever feasible. By using any new services as may be introduced by the Bank, the Customer shall be deemed to have accepted the changed terms and Conditions.

18. Non-Transferability

The grant of Internet Banking and/or SMS Banking to a Customer is not transferable under any circumstance and shall be used only by the Customer.

19. Termination of Internet Banking and/or SMS Banking

The Customer may request for termination of the Internet Banking and/or SMS Banking any time by giving a written notice of at least 15 days to the Bank. The termination shall take effect on the completion of the fifteen day. The Customer will remain responsible for any transactions made through the Internet Banking and/or SMS Banking until the time of such termination. The Bank may withdraw or terminate the Internet Banking and/or SMS Banking anytime either entirely or with reference to a specific service or Customer; or in case of breach of Contract by the Customer without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the Customer. Clause 13 & 16 shall survive the termination of the Internet Banking and/or SMS Banking for any reason whatsoever.

20. Notices

Notices under this contract may be given to the Customer through SMS or in writting by delivering them by hand or post to the last address given by the Customer. In addition, the Bank may also publish notices of general nature in a newspaper or on its website located at www.nabilbank.com Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

21. Applicability to Future Accounts

If the Customer opens further Accounts with the Bank and the Bank extends the Internet Banking and/or SMS Banking to such Accounts and the Customer opts for use thereof, then this Contract shall automatically apply to such further use of the Internet Banking and/or SMS Banking by the Customer.

22. General

i The clause headings herein are only for convenience and do not affect the meaning of the relative clause.

ii The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. Internet Banking and/or SMS Banking services would be available to the Customers in certain cities only and during timings specified by the Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction.

iii The Customer would have to ensure that the telephone and/or moblie he/she uses meets the criteria. All costs incurred by the Customer including telecommunication costs to use the Internet Banking and/or SMS Banking would be borne by the Customer.

23. Assignment

The Bank shall be entitled to sell, assign, securities or transfer the Bank's right and obligations here-under. Any such sale, assignment, securitisation or transfer shall conclusively bind the Customer and all other persons. The Customer, his heirs, legal representatives, executors, administrators and successors are bound by the Contract. However, the Customer shall not be entitled to transfer or assign any of his rights and obligations hereunder.

24. Right of Set-Off and Lien

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account(s) to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking and/or SMS Banking extended to and/or used by the Customer.

25. Proprietary Rights

The software underlying the Internet Banking and/or SMS Banking as well as other Internet and/or SMS related software which are required for accessing Internet Banking and/or SMS Banking are the legal property of the respective vendors to which the Customer hereby acknowledges. The permission given by the Bank to access Internet Banking and/or SMS Banking will not convey any proprietary or ownership rights in such software. The Customer shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking and/or SMS Banking or create any derivative product based on the software.

26. Governing Law

This Contract and/or the operations in the Accounts of the Customer shall be governed by the laws of Nepal. All disputes are subject to the jurisdiction of courts in Kathmandu, Nepal.

D. Terms & Conditions related to Estatement

In consideration of the Bank agreeing at my request that future statements be sent to me via electronic mail (e-mail) to such e-mail address as in the Bank's record ("Designated Email") or such other designated e-mail account as may be instructed by me from time to time (collectively known as the "Service"), I hereby agree as follows:

(1) I shall agree to the terms and conditions relating to the Service as herein after provided, and I confirm that these shall be in addition to and not in substitution of the Bank's standard terms and conditions governing cards facilities and to the services which shall apply to the Service as if the said terms and conditions were repeated herein. In the event of a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail to the extent of such conflict. The use of the Service will constitute my agreement to and receipt of these terms and conditions as well as my acknowledgement of the inherent risks in the transmission of eStatement via e-mail.

(2) The provision of this Service is at the Bank's discretion, and such Service may be modified, suspended, withdrawn, cancelled or discontinued by the Bank at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the Service, the Bank shall notify me and shall revert to sending the statements in paper format to my last mailing address appearing on the Bank's record. In the case of eStatement via email, the eStatement shall be attached together with the email. Once the Service is provided to me, the Bank will cease to provide me with printed and mailed statements.

(3) I am the owner and designated user of the Designated Email and shall take all necessary security measures and precaution to ensure that the Designated Email is not accessed by any unauthorized party. I agree and confirm that the Bank does not warrant the timeliness, security, confidentiality or availability in the transmission of the eStatements to the Designated Email.

(4) I may terminate the Service at any time by completing a designated form and returning it to the Bank. I understand that the Bank will revert to sending me my statements in paper format to the last mailing address appearing on the Bank's records.

(5) The Bank's system of transmission of the eStatements are proprietary to the Bank and I agree to the non-exclusive sub-licence of the system granted by the Bank to me for my use of the Service. I am aware that any unauthorized use of the system by me or through parties (whether authorized or unauthorized by me) may result in civil action being taken against me by the Bank. I shall not (whether by myself or otherwise) re-engineer, modify, disseminate, copy, decompile any software within the system or otherwise owned or provided by the Bank.

(6) I will be required to check all eStatements for any unauthorized transactions. If I should be aware of any unauthorized transaction(s) on any of the eStatements, I must notify the Bank as soon as reasonably practicable but in any event not later than the stipulated applicable time period specified in my eStatement. Any applicable time periods within which I must notify the Bank of any unauthorized transaction(s) shall begin on the statement date printed on the relevant eStatement regardless of when I access or open the eStatement.

(7) I am aware that the Bank never makes any request from me to provide my account or security details via email. Where I have requested for eStatement to be sent to me to my Designated Email, I acknowledge that the eStatement can only be accessed/viewed using a password comprising of thirteen (13) alphanumeric characters (the "Access Identification"). Such Access Identification will be used by me to access the monthly eStatement. I acknowledge that I am responsible for checking the eStatement for any unauthorized transactions and that if I am aware of any unauthorized transaction(s) on any of the eStatements, I must immediately notify the Bank. I must ensure that the Access Identification is kept strictly confidential at all times to prevent any unauthorized access to the eStatement. If I am aware or if I suspect that the Access Identification is known to someone else, I must notify the Bank immediately.

(8) I agree that from time to time the Bank may advertise its products and services, and those of other companies in the Nabil Bank Limited through the eStatement Service.

(9) I acknowledge that the Bank will use its best endeavours to ensure the security of the Service. Notwithstanding the foregoing, I agree that the Bank shall not be liable in any manner for any disruption, unavailability of the Service, communication, electrical or network failure that may result in the eStatements being incomplete, unavailable or delayed in transmission. I further acknowledge that the use of and the transmission of information via email and/or internet may not be guaranteed to be secure. I acknowledge that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and I acknowledge that transmission may be disrupted, interrupted, delayed or incorrect. I shall not hold the Bank responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with my/our use of the Service (including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails or internet transmission or other communication equipment or facilities). For the avoidance of doubt, the Bank shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if the Bank shall have been advised of the same.

(10) I will not hold the Bank responsible for any consequences that may arise as a result of any online communication between myself and the Bank which may be lost in transmission (whether in whole or in part).

(11) I acknowledge and agree that the Bank shall have the right to amend any term(s) of this agreement at any time by giving such notice in writing to the customer, whether by mail, facsimile, email notification or otherwise or by placing prominent notices at the Bank's offices or branches and I agree to be bound by the same.

(12) I/We hereby acknowledge and are aware of the fact that the bank reserves the right to discontinue my eStatement Service in case of failure of delivery of my eStatement to my email address by the system. This will be done on the basis of notification of delivery failure by the system.

E. Disclosure Clause

I/We hereby consent to the Bank, its officers and agents disclosing information relating to me/us and my/our account(s) and/or dealing relationship(s) with the Bank and Nabil Bank (including all its branches) ("Nabil"), including but not limited to details of my/our facilities, any security taken, transactions undertaken and balances and positions with the Bank and Nabil, to

(i) the head office of the Bank, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction (the "Permitted Parties");

(ii) the agents and independent contractors of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;

(iii) any actual or potential participant or sub-participant in relation to any of the Bank's rights and/or obligations under any agreement between us, or assignee, novatee or transferee (any agent or adviser of any of the foregoing);

(iv) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to any Permitted Party;

(v) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties.

F. Notes

Save as otherwise provided in these Terms, any demand or communication made by the Bank under these Terms shall be in writing and made at the address given by me (or such other address as I shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on me on the date of posting.

Name:_____

Account No. | | | | | | | | | | | | | | | |

G. Acceptance of Terms and Conditions

I accept that the Bank reserves the right to modify these Terms from time to time. The revised or modified Terms will become effective upon notice being given to me, such notice being deemed to have been properly given, if displayed at the counters of the bank for a period of 15 days. I hereby waive any and all claims I may have against the Bank pursuant to the accounts or these terms unless such claim is based on the fraud or willful misconduct of the Bank. The Bank's interpretation of these terms shall be final and binding on me. I have signed the application form as a token of acceptance of the aforesaid Terms and I have read and understood the Terms prior to such signing.

_____

Signature of Sole Applicant/Joint Applicant (A)

_____

Signature of Joint Applicant (B)

_____

Signature of Joint Applicant (C)

H. Annexure

Applicable fees rates of card/ internet banking/ mobile (SMS) banking