

Terms & Conditions

1. Definition:

- Account shall mean the customer's Bank account maintained by the customer with NIC ASIA Bank and/or any other type of account so maintained by the Customer with the Bank or may be offered in future.
- iServe is a self-service application that can be accessed by using device from branch premises, MoBank and Banks website or the customer's device using the web portal or application provided by the Bank
- iServe services includes On-Premises Account Opening, Balance inquiry, Cheque book request, Mobile Banking service request, Statement request, Balance certificate request, E-Commerce Registration request; services can be added or removed as per the Bank's requirement.
- For availing services through iServe, mobile number shall mean the number specified by the Customer for the purpose of availing the services which need to be already registered in NIC ASIA Mobank.
- E-Commerce (electronic commerce) is the activity of buying and selling of products on online services or over the internet.
- E-Commerce Registration request means placing request for Internet Payment Gateway (IPG) activation.
- "Card" shall mean a valid Visa Card issued by NIC ASIA Bank Limited to the Card Member.
- "Card Member" means any Customer holding a valid Card issued by NIC ASIA Bank Limited who desires to make payments to the Merchant using his/her Card through Internet.
- "Merchant" means any person who owns or manages or operates the Merchant Establishment through a website, and is duly enrolled in the Visa Card network through a member bank participating in the Visa Card network, and accepts online payment made by the Card member using the Card for the product and /or service purchased through the Merchant's website.
- The Card Member (Customer) shall apply for registration to the service through iServe by providing the required card details as required by NIC ASIA Bank. NIC ASIA Bank shall validate the details provided by Card member to enable the Card Member for 3D Secure Service. In the event of Card details not available as per there registered details with NIC ASIA Bank, Bank shall at its sole discretion reject such applications.
- The Card Member (Customer) shall be solely responsible for the payments made through the Internet even in the event of the Card member claiming non-possession of the Card with him/her.
- The Customer /Card Member shall immediately notify the Bank in writing if the Card is lost/ stolen.
- The Card member (Customer) shall maintain the secrecy of all information of confidential nature including One Time Password (OTP) and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The Card member agrees and acknowledges that any loss, damage, liability caused or suffered by Card member due to disclosure of all information of confidential nature shall be borne by the Card Member without transacting any liability and responsibility towards NIC ASIA Bank.
- The Card Member (Customer) shall comply with such, guidelines, instructions or terms as Bank may prescribe from time to time with respect to 3D Secure Service.
- One Time Password (OTP) is an automatically generated numeric or alphanumeric string of characters that authenticates the user for a single transaction or login session. OTP is sent to your registered mobile number before customer can avail services available in iServe.

2. Applicability of Terms and Conditions:

These terms and conditions together with the application made by the Customer and as accepted by the Bank shall form a the contract between the Customer and the Bank, and shall be further subject to such terms as the Bank may agree with the other service providers.

3. Eligible Customer:

The Customer desirous of using the services should be either a sole Account holder or authorized to act independently. The Bank shall not be responsible if the Customer cannot access the services on account of inability of the Customers' device, or for any loss or damage to the Customer's device resulting from use or attempted access or use of the services.

4. Email & SMS:

Email & SMS will be used as a mode of communication for the services. The SMS regarding OTP will be sent to the Customer's nominated/ registered mobile phone number. However, the Bank shall not be liable for any loss or damage whatever the Customer may suffer as a result of any person other than the Customer accessing the SMS with respect to the Services.

5. OTP:

It shall be the responsibility of the Customer to:

- Not share OTP with anyone – not even if the person who claims to be a Bank official.
- Not leave the devices unattended delete all SMS messages to and from Bank.
- Lock the mobile device and other devices or take necessary steps to stop unauthorized use of the services and notify the Bank immediately if the device is lost or stolen, or if Mobile Number is changed.
- Take any and all other action necessary and desirable to prevent unauthorized access to the services.

In case of violations of the mentioned terms, the Bank shall not be liable for any losses / damages caused to the Customer.

6. Authority to the Bank:

The Customer irrevocably and unconditionally authorizes the Bank to access all his Accounts for effecting service request through iServe. The Customer further authorizes the Bank to share the Account information with third parties if necessary, for the purpose of accepting/executing request of the Customers.

7. Records:

All the records of the Bank generated by the transactions arising out of use of services, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to the Bank.

8. Instructions:

All instructions for availing the services shall be provided through the Official web site of the Bank or through Mobile Banking Application in the manner indicated by the Bank. The Customer is responsible for accuracy and authenticity of the instructions provided to the Bank and the same shall be considered to be sufficient for availing of the services.

9. Disclaimer of Liability:

The Bank shall not be responsible for any failure on the part of the Customer to utilize the services due to the Customer not being within the geographical range within which the services are offered. If the Customer has reason to believe that their Mobile Phone Number is/has been allotted to another person and/or there has been an unauthorized transaction on their account and /or their mobile phone is lost, they shall immediately inform the Bank in writing.

Customer shall be liable for any compromise made to their account due to negligence in handling or safe keeping of their device or any other electronic means by which customer can access the services or application by them.

10. Indemnity:

In consideration of the Bank providing the services, the Customer agrees to indemnify and keep safe, harmless and indemnify the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever the Bank may incur, sustain, suffer or be put to at any time as consequences of acting on or omitting or refusing to act on any instructions given by use of the services.

The customer shall understand the risk associated with this service and indemnify the Bank for any Card not present transactions conducted through Customer's card and Customer shall be liable to pay Bank for any authorized/unauthorized transactions.

11. Fees:

The Bank shall deduct any applicable charges from customer savings/credit card account for enabling the service and performing any Card not present transactions as per Bank's Standard Tariff of Charges.

12. Modification:

The Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time with or without giving the prior notice and such amended terms and conditions will thereupon apply to and be binding on the Customer.

13. Termination:

The Bank may, at its discretion, withdraw temporarily or terminate the services, either wholly or in part, at any time without giving prior notice to the Customer. The Bank may, without prior notice, suspend the services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the services.