



**Terms and Conditions of use of Himalayan Bank Limited SMS Banking Facility named as HimalayanSMS, agreed between Himalayan Bank Limited (“the Bank”) and the Customer.**

Whereas, the customer has applied to the Bank to avail the SMS banking facility (“the facility”) being offered by it and the Bank has found the customer to be eligible to use the facility, the two parties respectively have agreed to offer and avail the said service in accordance with the terms and conditions laid down hereunder.

**General:**

The terms and conditions contained in this agreement, along with those contained in the application submitted by the customer to the Bank, shall collectively form part of the contract between the Bank and the customer. 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. 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 or may in future avail from the Bank.

**Application for use of facility:**

This agreement shall be treated as the original application made for use of the facility and the customer shall apply separately for any change or alteration or enhancement of the facilities. However, if the Bank makes changes in the facility without an application from the customer and the customer does not object to use of the facility, he/she shall be deemed to have consented to the changes.

**Eligibility:**

The customer undertakes that he/she is either a sole account holder of the bank or is allowed to independently use an account or, in case of a joint account, has been authorized by the primary holder(s) of the account to use the facility who agrees to be bound by the terms and conditions of such use. The customer further undertakes in case of a joint account that none of the joint account holders is a minor, and that each of the joint holders of the account have 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.

**Availability, Alterations, Authority and Disclosure:**

The customer understands that while the Bank shall endeavor to make available to him/her all the possible services available under SMS bank facilities, it is entirely upon



the Bank to decide at its sole discretion what services may be made available to a particular customer from time to time, and to make any changes or alterations in the services being offered, with or without offering any reasons.

The customer further understands that the facility being offered is available only if the customer uses the mobile phone number entered in the records of the Bank, and will not be made available to any enquiries made from any other telephone number. In addition, any and all enquiries made from the mobile numbers entered in the Bank's records with proper pin or password shall be deemed to have arrived at the Bank from the customer and the Bank shall not be liable for any loss caused or confidentiality breached or any other obligation that may arise in any way even if the individual making such use of the facility is not the customer.

The process of authentication of the customer may be altered by the Bank from time to time and the customer shall be deemed to have agreed to such changes unless he/she objects to the altered method of verification or authentication and terminates the use of the facility.

During the term for which the customer uses the facilities under this contract, she/he shall be deemed to have unconditionally authorized the Bank to access his/her account to effect any banking or other transactions through the use of the facility.

Limitation of Bank Liability:

The Bank shall not be liable for any of the following –

1. Any unauthorized use of the customer's mobile set, mobile number and password, or for any fraudulent or erroneous instructions received from the set, 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.
2. Any compliance in good faith with the instruction received from the customer's mobile set and mobile number.
3. 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.
4. Any loss of information of data in transmission or any breach of confidentiality because of unauthorized access into the system by an unauthorized agent, although adequate care will be taken to use sound technology and to avoid such breaches.



5. 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.
6. Any direct or indirect or consequential loss that the customer may face as a result of its inability to accept instructions for the facility, for system failures of any time.

#### Fees and Modification:

The Bank shall from time to time charge such fees as it may deem necessary at its discretion, and revise and alter the same, for the services offered under the contract. If the customer disagrees with the fees so charged, every change of which will be communicated either in writing or electronically or through any other feasible means as determined by the Bank, he/she shall have the option to discontinue the use of such services.

The customer agrees to be bound by any modifications in these terms and conditions, which may be introduced at the sole discretion of the Bank. The Bank shall endeavor to inform the customer of such changes through a prior notice of two weeks which may be given to the customer through email or by posting the changes in the website or by giving a public notice in a mass media. Unless the customer discontinues the use of services after such notice is given, he/she shall be deemed to have agreed to the changes or modifications so introduced and be bound by any additional terms or conditions.

#### Indemnification:

The customer agrees to indemnify and hold the Bank and its affiliates harmless from any actions, demands, suits, claims, proceedings, losses, damages or any other expenses or obligations whatsoever which the Bank may incur at any time as a result of its good faith execution of, or omission or refusal to act, on any instructions received from the customer's mobile set with proper mobile number and password. The customer shall also hold the Bank and its affiliates harmless against any loss incurred by him/her in process of, or as a result of, his/her availing the facilities, or for any negligence on the part of the customer including, but not limited to, allowing unauthorized persons from using the facility or failure to protect the mobile at all times from unauthorized use.

#### Termination:

The customer may terminate the use of the facility by requesting the Bank for such termination at least 15 days in advance of such intended termination. Till such time as the customer's request for termination has been acted upon, he/she shall remain responsible under the terms of this contract.



The Bank may, at its sole discretion, terminate or temporarily withdraw any or all of the facilities offered to the customer without giving any prior notice, and may suspend any or all facilities without giving any notice for such reasons as maintenance or repair, or for reasons of security or any kind of emergency during which time such services may have to be suspended.

The closure of the account with the Bank shall result in the termination of the facilities.

Applicable Law:

Any dispute arising out of this contract shall be settled in accordance with the terms and conditions contained herein and in accordance with the laws of the Kingdom of Nepal.

The applicant confirms that he/she has read the terms and conditions contained above agrees to be bound by the same by putting his/her signature below:

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

Account Name: \_\_\_\_\_

Account Number: 1 \_\_\_\_\_

Account Number: 2 \_\_\_\_\_

Account Number: 3 \_\_\_\_\_

Mobile Number \_\_\_\_\_

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

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