

HBL

हिमालयन बैंक लिमिटेड
Himalayan Bank Ltd.
नेपाल राष्ट्र बैंकबाट 'क' वर्गको इजाजत प्राप्त संस्था

Application Form for Mobile Banking Service (HI-MB)

मोबाइल बैंकिङ्ग सेवाको दरखास्त फाराम

The Manager/शाखा प्रमुख,

..... Branch/शाखा

Himalayan Bank Ltd./ हिमालयन बैंक लि.

Applicant's Name:

(निवेदकको नाम)

Date of birth: ____/____/____

(जन्म मिति)

Address :

(ठेगाना)

E-mail:

(इमेल)

Telephone No. (सम्पर्क फोन)

Office:

(कार्यालय)

Residence:

(निवास)

Mobile:

(मोबाइल)

Operative Account Details (कारोबार गर्ने खाताको विवरण)

Account No:

(खाता नम्बर)

Ac Type: Savings PSA Super PSA

(खाताको प्रकार)

Details of other accounts, if the service is intended for the other accounts as well. The account must be opened under same customer ID.

(अन्य खाताहरू भएमा उल्लेख गर्ने । उल्लेखित खाताहरू एउटै ग्राहक परिचय नम्बर अन्तर्गत खोलिएको हुनुपर्नेछ ।)

Account No. (खाता नम्बर):

1. _____

2. _____

3. _____

Account Name: (खाताको नाम):

1. _____

2. _____

3. _____

HI-MB facilities

HI-MB मोबाइल बैंकिङ्गका सुविधाहरू:

- Balance Inquiry
- Account Statement
- Utility Payment (NTC, Ncell, PSTN, ADSL etc.)
- Top-up Recharge Card
- Transfer of funds to accounts of HBL
- Payments to merchants/agents against purchase of goods/services

For Bank's Use only

Customer ID:

Username for HI-MB: M.....

Mobile No.

Entered by:

Approved by:

Date:

Date:

Remarks/Check points done on identity:

1.

3.

2.

4.

HI-MB Smart Banking Solution

A quick and easy registration is just a way to avail HI-MB Smart Banking services.

Simple, secure and convenient a unique digital mobile banking application integrated with multiple services. Download now... and carry your bank account with you everywhere in your mobile device...

KEY FEATURES

- Dual Authentication Access through internet (Username and PIN)
- Availability in NTC/Ncell mobile services
- Fund Transfer Facility (Within HBL, and/or other banks)
- Easy to navigate Bank's Branches/ATMs/Merchant locations
- User friendly app with personalization features
- Display of Bank's merchant offers/discounts
- View Exchange Rate/ Account Statement
- Mobile Bill Payments
- Mobile Top-up viz. NTC prepaid/post paid, Ncell prepaid/postpaid, PSTN, ADSL
- Recharge Cards viz. NTC prepaid, Dish Home, Broadlink, Subisu
- Notification & Alerts: Transaction Alerts, Push Notifications,
- Account balance Enquiry, Mini Statement, Full Statement Request

Eligibility

- Individuals (major) having NPR denominated savings or current account at Himalayan Bank
- One Mobile Number of one Customer is supported

Mode of Usage

All Android and iOS mobile device users can download HI-MB App from Play Store and App Store respectively.

SECURITY TIPS

Memorize your Login password and PIN to avoid misuse of your bank account in case of loss of your mobile device and/or use by others.

- Change your existing PIN and Password frequently.
- Never divulge your PIN or Password to any person.
- Don't write or save your PIN and Password in paper or devices, memorize it instead.
- For your safety, bank allows you any number of transactions per day with per transaction amount and maximum transaction amount threshold (*currently at Rs.10,000/-*) within HBL network as per Nepal Rastra Bank directives & guidelines from time to time.
- In case you lost your mobile device, contact your nearest Himalayan Bank branch for immediate action.
- In case you change your mobile number, please visit your nearest Himalayan Bank branch and fill up the form for update of your new mobile number to access service.
- Check your bank statement regularly for reconciliation of transactions.

TERMS & CONDITIONS:

- **Definitions:** Unless otherwise meant with reference to the subject or the context, the following words and phrases in this document shall have the meaning as set-below.
 - a. "Bank" refers to Himalayan Bank Limited, a limited company operating banking business under prevailing laws of Nepal and having its registered office at Kamaladi, Kathmandu, Nepal.
 - b. "Customer" refers to a customer of the Bank authorized to use HI-MB. In case the customer is a minor, the guardian of such minor shall be permitted to use the service.
 - c. "Person" means a natural person, company, cooperation, a partnership, trust or any other entity or organized 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 of account maintained with the Bank for operations through the use of HI-MB Services.
 - e. "HI-MB" i.e. Himalayan Mobile Banking refers to the mobile banking service offered by the Bank through Internet which provides to the customer the service such as balance inquiry, transaction details, account statement, merchant payment, 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 SMS, e-mail, web page of the Bank or the written communication.
- **The contract:** The terms and conditions mentioned in this document together with the application made by the customers and as accepted by the Bank shall form the contract between the customer and the bank for the HI-MB Service.
- **Application for HI-MB service:** The customer shall apply to the Bank in the prescribed form for the use of HI-MB service. The Bank shall be entitled at its sole discretion to accept or reject such applications. For the purpose of availing HI-MB service, the customer would need to have a legal access to mobile device.
- **Pre-cautions to prevent the unauthorized access:** The customer shall take all the necessary precautions to prevent unauthorized and illegal use of HI-MB.
- **Access to HI-MB:** The customer would be provided with an HI-MB user id and secret access code (Password/PIN) by the bank. As the safety measure, the customer shall change the password/PIN as frequently thereafter as possible.
- **Password:** The customer unconditionally undertakes to have HI-MB password/PIN of such numbers of letter/digits as may be notified by the Bank through SMS from time to time and ensure that the same is kept confidential and do not let any unauthorized person have access to access the code while the customer is accessing the HI-MB. In case the customer forgets the HI-MB password, the customer may request for issue of a new password/PIN 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 acknowledge 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 account(s) or carrying the instruction for the customer pursuant to the access of the HI-MB and the customer shall fully indemnify and hold harmless the Bank in respect of the same. The customer shall mention 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.

● **Eligibility:**

- Customers desirous of using the HI-MB should both be the account holder and sole signatory or be authorized to act independently.
- In case of minor accounts, the guardian cited in the account opening form will be eligible for HI-MB service. However, technically One Mobile Number of one Customer is supported by our system and same mobile number can not be used for two different customer ID.

● **Charges:** The Bank reserves the right to Levy charges for the use of HI-MB services, amend them from time to time and recover such charges by debiting the a/c of the customer.

● **Sufficient Balance:** The customer shall ensure that there are sufficient funds or pre-arranged 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 entitles to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the customer and the customer shall be responsible to repay with interest resulting overdraft advance or credit thereby created and for all related to costs and charges.

● **Funds Transfer:** The Bank will endeavor to effect funds transfer transaction received through HI-MB subject to availability of sufficient funds in the Account. The Customer shall not use or attempt to use the HI-MB for fund transfer without sufficient funds in the relative Account or without a prearranged credit facilities 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 HI-MB. 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.

● **Authority to the Bank:** The Customer irrevocably and unconditionally authorises the Bank to access all his/her Accounts(s) for effecting banking or other transactions performed by the Customer through the HI-MB. The instructions of the Customer shall be effected only after authentication of the Customer in accordance with the prescribed clauses for HI-MB services. The Bank shall have no obligations to verify the authenticity of any transaction received from the Customer other than by these means of verification. The SMSs received/sent by the Customer at the time of operation of HI-MB is a record of the operation 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 HI-MB, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While the Bank shall endeavor to carry out the instruction promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to the failure of operational systems or any requirement of law. All the transactions arising through the use of the HI-MB to operate a joint account shall be binding on all the joint account holders, jointly and severally.

● **Instructions:** All the instructions for operating the HI-MB shall be given through mobile device by 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 HI-MB. 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 may refuse to comply with the instruction without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the HI-MB if it has reason to believe that the customer instructions will lead or expose to direct indirect loss or may require an indemnity from the Customer before continuing to operate the HI-MB.

● **Accuracy of Information:** The Customer is responsible for the correctness of information supplied to the Bank for use of HI-MB. 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 shall immediately advise the Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

● **Disclaimer of Liability:** The Bank shall not be liable for any unauthorized transactions occurring through the HI-MB 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 of 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 HI-MB. The Bank shall under no circumstances be held liable to the customer if the HI-MB 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 Bank.

● **Indemnity:** In consideration of the Bank providing Customer the HI-MB, the Customer shall indemnify and hold the Bank including both their officers, employee 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 of by reason of providing a service through HI-MB 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 indemnify it against any such loss or expenses even though they may not have arisen or are contingent in nature.

● **Disclosure:** The Customer agrees that the Bank or their contractors may hold and process the personal information and all other information concerning his Account(s) on computer or otherwise in connection with the HI-MB as well as for analysis, credit scoring, marketing, fraud, controlling agencies.

● **Change of Terms and Condition:** 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 endeavor 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 charged terms and conditions.

● **Non-Transferability:** The grant of HI-MB to a customer is not transferable under any circumstance and shall be used only by the Customer.

● **Termination of HI-MB:** The Customer may request for termination of the HI-MB 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 fifteenth day. The Customer will remain responsible for any transactions made through the HI-MB until the time of such termination. The Bank may withdraw or terminate the HI-MB 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.

● **Notices:** Notices under this contract may be given to the Customer through SMS, email or in writing 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 web site located at www.himalayanbank.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.

- **Applicability to Future Accounts:** If the Customer opens further Accounts with the Bank and the Bank extends the HI-MB to such Accounts and the Customer opts for use thereof, then this Contract shall automatically apply to such further use of the HI-MB by the Customer.
- **General:** The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. HI-MB services would be available to the Customer in certain cities 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. The Customer would have to ensure that the mobile he/she uses meets the criteria. All costs incurred by the Customer including telecommunication costs to use the HI-MB would be borne by the Customer.
- **Assessment:** The bank shall be entitled to sell, assign, securities or transfer the Bank's right and obligations here-under. Any such sale, assignment, securitization, 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.
- **Rights of Set-Off and Lien:** The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, presents 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 HI-MB extended to and/or used by the Customer.
- **Proprietary Rights:** The software underlying the HI-MB as well as other SMS related software which are required for accessing HI-MB are the legal property of the respective vendors to which the Customer hereby acknowledges. The permission given by the Bank to access HI-MB 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 HI-MB or create any derivative product based on the software.
- **Governing Law:** The 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.

The request or application of the customer for the mobile banking service shall be subject to the approval of the Bank. The Bank shall be entitled at its sole discretion to reject this application or any part thereof, without furnishing any reasons.

The bank shall have the full discretion to cancel, withdraw or renew the mobile banking service provided to the customer with or without prior notice or any reasons given to the customer.

Declaration: I/We hereby declare that the information provided above is true and correct to the best of my/our knowledge. In case of misrepresentation and/or the information provided is proved to be wrong, I/We accept full responsibility of all the consequences. In consideration of Himalayan Bank providing me/us with the HI-MB service available, I/We hereby agree to go through all the terms and conditions mentioned above. I/We declare that above mentioned mobile number and email ID are for my/our exclusive use only. I/We agree to receive login ID and passwords in my/our afore-mentioned mobile number and email ID respectively. I/We irrevocably authorize Himalayan Bank to debit my/our afore-mentioned account for utilization of the service and/or charges/fees incurred for HI-MB service as determined by the bank from time to time.



Applicant's Signature

HI-MB SERVICE PRIVACY STATEMENT

This Privacy Statement ("Statement ") applies to all Himalayan Bank Limited customers who have subscribed for HI-MB Mobile Banking services. The term "Himalayan Bank Limited" or "we", "us", or "our" that may appear in the mobile banking application distributed, controlled and owned by us refers to Himalayan Bank Limited. This Statement describes how our mobile banking application may collect, use and share information from or about you.

Agreement to the Statement

By viewing and using the HI-MB application, you consent to this Statement which includes your consent to disclose and use information about you in the manner detailed in this Statement. Other privacy statements may also apply in addition to the terms of this Mobile Privacy Statement.

Gathering, Using and Sharing: Information that we collect

Information that we may collect about you through mobile banking includes information that you voluntarily disclose at the time of subscription such as your name, primary a/c number, alias a/c, mobile number, Date of birth and other contact information; transaction information, information resulting from your mobile activity in terms of your usage of the subscribed mobile banking service. We do not gather additional information associated with your mobile device through cookies and other technologies. We also do not share any of this information with any other company unless required to do so by law or while handling any disputes that may arise.

Working with Other Companies

The Mobile Banking Service technology (including the mobile apps) provided by us has been developed by a third party IT company. However, the entire technology is owned by Himalayan Bank Limited and all data pertaining to the system is securely hosted by Himalayan Bank Limited. The third party company has no access to this data unless authorized by us. At times, we may be required to allow the third party company to gain limited access to the information you provided in order to seek technical support or in cases of dispute handling or for business/product information dissemination through SMS or any other social network apps. Such cases will always occur with our authorization, supervision and presence only.

Security Measures

We apply several security measures to protect your information. SMS generated by our Mobile Banking Apps use encryption standards to help ensure that information passes to Himalayan Bank Limited without being intercepted by third parties. Reply messages sent by the Mobile Banking use masking features to hide few middle characters of your a/c numbers. To help prevent misuse of P2P services and authorize access to your banking information, you are always required to type in your transaction PIN provided by the bank. As always, we strongly encourage you to assist us in that effort by not sharing your PIN (both login and Transaction PIN) with anyone.

Questions and Concerns

If you have any questions about this Statement or our mobile banking services, please contact us at Himalayan Bank Limited or write to us at HI-MB@himalayanbank.com

Statement Updates and Effective Date

This Statement is subject to change and any changes to this Statement will become effective when posted on this website. Your use of the application following these changes means you accept the revised Statement.