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Account Tit	le (खातामा उल्ले	ख हुने नाम)ः																		
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(बुबाको नाम)								गको नाग		_										
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 Name (नाम):
 Operator (a) संचालक (क):
 Operator (b) संचालक (ख):

 Name: (नाम)
 Specimen Signature (दस्तखत नमुना)

III Case of Millor (निवदक नीबालक मएर	11):				
Date of Birth (जन्म मिति):	Date of attaining majo	rity (बालिग हुने मिति):			
Name of Guardian (अभिभावकको नाम)ः					
Relation with the Minor (नाबालकसँगको) नाता	):				
Minor Identity card or Birth Certificat (नाबालक परिचय पत्र वा जन्म दर्ता प्रमाणपत्र)	<u></u>				
Certificate No. (प्रमाणपत्र नं.)	Place of Issue (जारी स्थान)	Issued Date (जारी मिति)			
Guardians Identity Card No. (Citizens		,			
Place of Issue (जাरी स्थान)	Issued Date (जारी मिति)	Expiry Date (अन्तिम मिति)			
Bank Declaration (बैंक सम्बन्धी उद्घोष	ग्रज):				
Other accounts with Himalayan Bank		ाताको विवरण, यदि भएमा)ः			
Account No. (खाता  न	i.):	count Title (खातावालाको नाम)ः			
Account with other Financial Ins	stitution, if any (अन्य वित्तिय संस्थामा रहे	को खाता सम्बन्धी विवरण, यदि भएमा)ः			
FI's Name (वित्तिय संस्थाको नाम)ः	Account Number (खाता नं.)ः	Account Title (खातावालाको नाम)ः			
No	ominee Details (इच्छाइएको व्यक्तिको	विवरण)			
In the event of my death, the following n					
तल उल्लेख बमोजिमको व्यक्तिलाई मेरो शेषपछि मेरो र	खातामा रहेको रकम कानुन बमोजिम प्राप्त गर्न नियुत्त	5 गर्दछु ।			
Nominee's Name:(इच्छाइएको व्यक्तिको नाम)		Proto			
,	0 10115 10 11 5				
Relation to me: (म सँगको नाता)	Son/Wife/Daughter of: (को छोरा/पत्नी/छोरी)				
Date of birth:					
(जन्म मिति)	(उमेर)				
Citizenship No./PP No./Voter Id No./Drivir (नागरिकता/पासपोर्ट/मतदाता परिचय पत्र/सवारी चालक	Place of Issue: (जारी गर्ने निकाय)				
Permanent address: (स्थायी ठेगाना)					
Temporary address:(अस्थायी टेगाना)					
Contact Address:(सम्पर्क ठेगाना)					
Contact No.: (सम्पर्क नम्बर)					

## APPLICATION FOR HIMALAYAN BANK MOBILE/SMS BANKING SERVICE

## ADDITIONAL CHARGE MAY APPLY

Se	rvices:	☐ Mobile/S	MS Banking	☐ SMS Alert	☐ Mobi	e No		
Re	marks							
			APPL	LICATION FOR	DEBIT CARD			
			ADDI	TIONAL CHARG	SE MAY APPLY			
	ereby requ	uest you to is	sue Himalayan Bar	nk Limited Debit C	ard to me to be ope	erated throug	h my above men	tioned
Тур	oe of Card:	☐ VISA	■ MasterCard	SCT	Cur	ency 🗹 NP	R □ N/A	
ter	ms and co	onditions & ca		ent printed of this f	e fees and charges. orm and hereby agr			
Ac	dditiona	l Priviledg	es:					
1.	only.		for accidental death ir बचतका लागि बैंकले आफ्नै		cost for individual acc	ounts maintair	ned in Nepalese cu	ırrency
2.	a maximur	n of Rs. 500,0	00.00		n account during the बढीमा रू ५००,०००/- सम्म हु		of the accident, sul	oject to
3.	Honour of	any claim is su	मा खातामा जन्मा रहका न्युनः ubject to the relevant i लेखको शर्तहरूको अधिनमा रह	nsurance clauses.	वर्षाचा क युण्ण,०००/- सम्स हु	ן טוי		

## Anti Money Laundering: (मुद्रा निर्मलीकरण)

I/ We hereby declare that the account is opened with money obtained from legal means. All transaction in the account shall remain legitimate and the account shall not be used for the purpose of money laundering. If the bank comes to know or suspects that the account is being used to process illegal proceeds. I/We shall have no objection if the bank blocks the account and report the fact to the concerned authorities.

मैले/हामीले खातामा राखेको रकम कानून सम्मत कारोवारबाट प्राप्त भएको हो । खातामा कानून सम्मत कारोवार मात्र गर्ने छु/छौं । मुद्रा निर्मलीकरणको प्रयोजनको लागि खाता प्रयोग गर्ने छैन/छैनौं । गैरकानूनी कारोवारमा खाता प्रयोग गरिएको छ भन्ने बैंकको जानकारीमा आएमा वा बैंकलाई त्यस्तो लागेमा खाता रोक्का गरि त्यसको सूचना सम्बन्धित निकायमा दिएमा मेरो/हाम्रो मञ्जूरी छ ।

## Governing Law: (कानून)

The Law of Nepal and custom & procedures common to banks in Nepal shall apply to all conduct of the account. खाता सम्बन्धी कारोवार नेपालको प्रचलित कानून, प्रथा र बैंकहरूमा चिल आएको चलन चल्ती नियम अनुसार हुनेछ ।

## Declarations: (घोषणा)

I/We hereby confirm that the information provided by me/us in this form and documents provided to the Bank is true and correct. I/We further confirm that I/We have read and understood the Bank's terms and conditions governing account opening/operations and shall abide and be bound by rules of Himalayan Bank Limited, Nepal Rastra Bank and laws of country. In the event I/We fail to abide by the terms and conditions. I/We shall bear the damage and/or penalties resulting as a consequence thereof.

यस फाराममा दिएको सूचना तथा बैंकलाई उपलब्ध गराएका कागजातहरू सही र दुरूस्त छन् भनी म/हामी प्रमाणित गर्दछु/छौ । साथै खाता खोल्ने र संचालन गर्ने बैंकका सबै ब्यवस्था र शर्तहरू मैले/हामीले पढें/पढ्यौ र बुम्हें/बुम्भ्यौ । हिमालयन बैंक लि. /नेपाल राष्ट्र बैंक/मुलुकको कानून तथा नियमहरूको मैले/हामी पूर्णतया पालन गर्नेछु/छौ । निर्धारित शर्तहरूको पालना गर्न नसकेको अवस्थामा यसबाट पर्न जाने क्षति र/वा सँजायको भागी हुन मलाई/हामीलाई मञ्जुर छ ।

## GENERAL RULES FOR SAVING ACCOUNT (बचत खाता सम्बन्धी नियमहरू)

- 1. A distinctive account number is allotted to each account which should be quoted in all correspondences relating to the account as well as at the time of deposits.
  - प्रत्येक खाताका लागि एउटा छुट्टै खाता नम्बर दिईनेछ । खाता सम्बन्धी कुनै किसिमको लेखापढी गर्दा र रकम जम्मा गर्दा सो खाता नम्बर अनिवार्य रूपमा उल्लेख गर्नु पर्नेछ ।
- 2. Cheques should be signed as per the specimen signature (s) supplied to the Bank and any alternation in the cheque must be authenticated by the drawer's full signature.
  - चेकमा गरिने दस्तखत बैंकलाई दिएको दस्तखत नमुना बमोजिम हनुपर्छ र चेकमा केही हेरफेर गरिएमा पूरा दस्तखतद्वारा त्यसलाई प्रमाणित गर्नुपर्नेछ ।

- 3. Post-dated/stale cheques and mutilated cheques shall not be honored. Cheque bearing a date six months before the date of presentation is considered as stale cheque and future dated cheque is considered as post dated cheque.
  - पछिल्लो मितिको वा म्याद गुजेको वा केरमेट गरिएको चेकको भुक्तानी गरिने छैन । भुक्तानीका लागि प्रस्तुत गरिएको मिति भन्दा ६ महिना अधिको मिति भएको चेकलाई म्याद गजेको र भविष्यको मिति उल्लेख भएको चेकलाई पछिल्लो मितिको चेक मानिने छ ।
- 4. Cheques/Cards issued by Bank are the property of account holder (s) and it is their responsibility to keep them in safe custody at all times. The account holder(s) should immediately notify the Bank and give a written request if such instrument is stolen or lost. The Bank will not be liable for any loss due to payment of lost or stolen instrument if the payment is made prior to receipt of such instruction or unless Bank has sufficient time available to act on the request.
  - बैकद्वारा जारी गरिएको चेक तथा कार्डहरू खातावाला(हरू)का सम्पत्ति हुन् र तिनलाई सदैव सुरक्षित राख्नु उनीहरूको नै जिम्मेवारी हुनेछ । यी कागजातहरू चोरी भए वा हराएमा बैंकलाई तत्काल खबर गर्नुका साथै लिखित जानकारी समेत दिनुपर्नेछ । जारी गरिएको कुनै चेकको भुक्तानी रोक्का गर्न खातावालाले निर्देशन नदिएको अवस्थामा वा दिएको निर्देशन पालनाका लागि प्रयीप्त समय नभई भुक्तानी हुन गएमा बैंक जवाफदेही हुने छैन ।
- 5. The Bank shall take due care to ensure that credit and debit entires are correctly recorded in the accounts. In case of any error, the Bank shall be within its rights to make the correct adjusting entires without notice and recover any amount due from the accountholder(s).
  - ग्राहकहरूको खातामा गरिने जम्मा वा खर्च रकमलाई अभिलेख गर्ने कुरामा बैंकले पूरापूर ध्यान दिनेछ । कारणवश कुनै गल्ती भएको खण्डमा बिना सूचना खाता समायोजन गरी सच्याउने र खातावालासँग लिन बाँकी रकम असूल गर्ने अधिकार बैंकलाई हुनेछ ।
- 6. Any change in the address or account operators should be immediately communicated to the Bank. खातावालाको ठेगाना अथवा संचालनमा कुनै परिवर्तन भएमा त्यसको जानकारी तत्काल बैंकलाई दिनुपर्नेछ ।
- 7. It's the Bank's Prerogative to accept or reject any request for opening of accounts. The Bank further reserves the right to block any account without prior notice if in its opinion the account is not operating satisfactorily and it will not be incumbent on the bank to disclose reasons therefore.
  - खाता खोल्न दिएको निवेदनको आधारमा मात्र खाता खोल्न बैंक बाध्य हुने छैन । कुनै खाता सन्तोषजनक ढंगबाट संचालन भइरहेको छैन भन्ने बैंकलाई लागेमा बिना पूर्व सूचना खाता रोक्का गर्ने अधिकार बैंकसँग सुरक्षित रहने छ र सोको कारणबारे खातावालालाई स्पष्टिकरण दिन बैंक बाध्य हुने छैन ।
- 8. In the absence of a contract to the contrary which has been brought to the notice of the Bank by all operators of the joint account, on the death of one or more of them, the balance in the account shall be payable equally to the survivor(s) and legal heir of the deceased.
  - अन्यथा सम्फौता भएको अवस्थामा बाहेक दुई वा दुई भन्दा बढी व्यक्तिको नाममा रहेको कुनै खाताको रकम तीमध्ये कुनै व्यक्तिको मृत्यु भएमा जीवित खाता संचालक र मृत्यु भएका संचालकको कानूनी हकवालालाई बराबरी हिसाबले भूकानी गरिनेछ ।
- 9. Statement of account shall be provided on demand. Statement to the agent of account holder(s) shall be provided only after obtaining authority from the authorized signatories. Periodic statement of account shall be considered correct unless the Bank receives verified submission to the contrary in writing acceptable to the bank from the customer within fifteen (15) days from the receipt of the statement.
  - खातावालाले चाहेको बखतमा खाताको विवरण उपलब्ध गराइने छ । खातावालाको आधिकारिक दस्तखतको आधारमा मात्र अरू कुनै व्यक्तिलाई खाता सम्बन्धी विवरण दिइने छ । बैंकद्वारा जारी गरेको विवरण अन्यथा भएमा लिखित कारण समेत १५ दिन भित्र बैंकलाई जानकारी दिनुपर्नेछ । त्यस्ता कुनै जानकारी प्राप्त नभएमा सो विवरण दुरूस्त भएको मानिनेछ ।
- 10. If there is no debit transaction in the account for a period of six months or above the account shall become dormant. The account operator (s) shall be required to be present in the person or make a written request to the Bank to reactivate account.
  - ६ महिना वा सो भन्दा बढी खर्च कारोवार नभएको खातालाई निष्क्रिय खाता मानिनेछ । यस्तो खातालाई सिक्रिय गराउन खाता संचालक स्वयं बैकमा उपस्थित हुनुपर्ने छ वा बैकलाई लिखित अनुरोध गर्नु पर्नेछ ।
- 11. Cheque book will be delivered to the third party only upon the submission of authorization letter and identity documents of the receiver.
  - खातावालाको आधिकारिक दस्तखत सहितको मञ्जुरीनामा भएमा मात्र तोकिएको व्यक्तिलाई निजको परिचयपत्रको आधारमा चेकबुक हस्तान्त्ररण गरिने छ ।
- 12. The account holders shall not draw cheques without sufficient balance in the account. Cheque return charges will be levied as per bank's prevailing schedule of charges and the account holders can be black listed as per rules and regulation of Nepal Rastra Bank.
  - खातामा मौज्दात नभएको अवस्थामा खातावालाले चेक काटेको खण्डमा बैंकको नियम अनुसार शुल्क लाग्नेछ । साथै नेपाल राष्ट्र बैंकको परिपत्र अनुसार कालो सूचीमा समेत सूचिकृत गर्न सिकनेछ ।
- 13. Account holders can close account by giving one business day's written account closing request along with the submission of unused cheques and cards provided by the Bank in relation to the account. Account closing charges will be levied as per the Bank's prevailing schedule of charge.
  - खाता बन्द गर्नको लागि प्रयोग नगरिएको चेक बुक तथा कार्डहरू सहित एक दिन अगावै निवेदन दिनु पर्नेछ । खाता बन्द गर्दा लाग्ने शुल्क बैकले समय समयमा निर्धारण गरे बमोजिम लाग्नेछ ।
- 14. Accounts may be automatically closed if they carry nil balance for more than 6 months and there appears to be no apparent reason to continue maintaining the same.
  - खातामा ६ महिनाभन्दा बढी शुन्य मौज्दात रहेमा र संचालनको कृनै औचित्य बैंकले नदेखेमा खाता स्वतः बन्द गरिनेछ ।
- 15. Customers are advised to count their cash withdrawn before leaving the counter. The Bank shall not be held responsible for any shortfall/ shortages not brought to the notice of the Bank during cash withdrawal at the Bank's counter.
  - ग्राहक वर्गमा आफूले बुभिलिएको रकम ठिक भए नभएको पुष्टि गरि मात्र काउण्टरबाट जान अनुरोध गरिन्छ । नगद भुक्तानी लिंदाको अवस्थामा बैंक काउण्टरमा सूचना गरिएको स्थितिमा बाहेक अन्य अवस्थामा कम भुक्तनी पाएको भन्ने सुनुवाई बैंकले गर्ने छैन ।

- 16. The accounts will be subjected to commission(s) and/or services charge(s) for the services availed from the Bank as per the Bank's prevailing schedules of charges.
  - बैंकको विद्यमान शुल्क तालिका अनुसार खाताहरूमा कमिशन र /वा सेवा शुल्कहरू लगाईने छ ।
- 17. If conflicting instructions are issued by any of the signatories, the Bank may stop the operation of the account until the dispute is resolved to the satisfaction of the bank.
  - खाताका हस्ताक्षरी मध्ये कसैबाट विवादास्पद निर्देशन जारी भएमा विवाद सम्बन्धी सन्तोषजनक परिणाम नआएसम्म बैकले खाता संचालन रोक्का गर्न सक्नेछ ।
- 18. The Bank shall have no liability for loss or damage incurred to the account holder(s) in the event of any failure, interruption or delay in performance of any instruction resulting from breakdown, failure or malfunction of any telecommunication or computer system or from any circumstances resulting from natural calamities whatsoever not reasonably under the Bank's control.
  - दूरसंचार वा कम्प्युटर प्रविधिमा भएका प्राविधिक गडबडीहरू वा बैंकको क्षमता बाहिरको दैवी प्रकोपबाट उत्पन्न परिस्थितिका कारण खातावाला(हरू)लाई पर्न जाने नोक्सान वा क्षतिप्रति बैंक कुनै पनि किसिमले जिम्मेवार हुने छैन ।
- 19. The Bank shall make endeavors to preserve the secrecy of the account. Nevertheless the Bank shall disclose any information as required by any investigating or government authority provided the Bank believes it is obliged to release such information. खाताको गोप्यता कायम राख्न बैंकले सक्दो प्रयास गर्नेछ । तथापि प्रचलित कानून बमोजिम कुनै जाँच अधिकारी वा सरकारी अधिकारीले मागेको अवस्थामा बैंकले खाता सम्बन्धी आवश्यक सुचना सम्बन्धित निकायलाई उपलब्ध गराउन सक्नेछ ।
- 20. Customer account information will not be provided through the telephone.
  - खाताको जानकारी टेलिफोनको माध्यमबाट दिईने छैन ।
- 21. In respect of accounts opened in the name of minors, the Bank shall be entitled to act on the instructions received from the guardians named on the account opening form, until such time the Bank receives written intimation from the guardian or the minor himself / herself regarding attaining majority.
  - नाबालकको नाममा खोलेको खाताको हकमा अभिभावक वा नाबालक स्वयंले बालिग भएको लिखित जानकारी बैंकलाई नदिएसम्म खाता खोल्दाका बखत खाता खोल्ने फाराममा उल्लेखित अभिभावकले दिएको निर्देशन अनुसार बैंकले कार्य गर्नेछ ।
- 22. The Bank shall not be liable for any loss resulting from dealing in the account in the event of death of authorized signatory(s) unless and until the Bank has received written information of any such event along with such documents as required by the Bank.
  - खातावालाको मृत्यु भएको आवश्यक प्रमाणित कागजात सहित त्यसको लिखित जानकारी बैंकलाई प्राप्त हुनु अगाडि खातामा भएको कारोवारबाट हुन गएको क्षतिप्रति बैंक जिम्मेवार हुने छैन ।
- 23. Interest will be calculated on daily basis, and credited to the depositor's saving account as per the Nepali calendar on quarterly basis. Interest payment is subject to applicable taxes and charges.
  - ब्याजको गणना गर्दा खातामा रहेको दैनिक मौज्दातलाई आधार मानिने छ र नेपाली पात्रो अनुसार प्रत्येक ३ महिना (असार मसान्त, आश्विन मसान्त, पुष मसान्त र चैत्र मसान्त) मा खातामा ब्याज जम्मा गरिने छ । यस्तो ब्याजमा सरकारद्वारा निर्धारित कर तथा अन्य शुल्कहरू लाग्ने छ ।
- 24. The account holder must maintain the prescribed minimum balance as set by the Bank from time to time. The bank shall not honor any amount of cheque below prescribed minimum balance. Further, the bank is not liable to render other services if balance in account is lesser than prescribed minimum balance.
  - खातावाला(हरू) ले आफ्नो खातामा बैंकले समय समयमा निर्धारण गरे अनुसारको न्युनतम रकम राख्नु पर्नेछ । न्युनतम मौज्दात भन्दा कम मौज्दात भएको अवस्थामा बैंकले चेंकको भुक्तानी तथा अन्य सेवाहरू दिन बाध्य हुने छैन ।
- 25. The applicable rate of interest shall be published in National Daily on quarterly basis and is subjected to change without prior notice.
  - खातामा दिने ब्याजको विवरण राष्ट्रिय दैनिकमा त्रैमासिक रूपमा प्रकाशन गरिनेछ र यस्तो ब्याजदर बिना पूर्व सुचना परिवर्तन गर्न सिकनेछ ।
- 26. The Bank reserves the right to alter any or all the term and conditions specified above without prior notice and such altered or additional rules shall thereafter be deemed to be binding to all account holders(s).
  - माथि उल्लेखित व्यवस्था तथा शर्तहरूलाई विना पुर्व सूचना हेरफेर गर्ने अधिकार बैंकसँग सुरक्षित रहेको छ र त्यसरी हेरफेर वा थप गरिएका शर्तहरू खातावाला(हरू) का लागि तत्काल लागु हुनेछ ।

# Terms and Conditions of use of Himalayan Bank Limited SMS Alert Facility named as Himalayan SMS, agreed between Himalayan Bank Limited ("the Bank") and the Customer.

Whereas, the customer has applied to the Bank to avail the SMS Alert 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 account 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, Alternations, 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 banking facilities, it is entirly upon the Bank to decide at its sole discretion what service may be made available to particular customer from time to time, and to make any changes of alterations in the services being offered, with or without offering any reasons.

The customer further understands that the facility being offered is avaiable 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 of 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.
- 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 charges 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 Government 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:

Signature:

Date:

## TERMS AND CONDITIONS STATED HEREUNDER RELATE TO THE USAGE OF THE DEBIT CARD BY THE CARDHOLDER ON HIS/HER DESIGNATED ACCOUNT NUMBER

- The abbreviation used in these terms and conditions shall be constructed as:
  - a. "Card" means HBL Debit Card.
  - b. "Bank" means Himalayan Bank Limited.
  - c. "Cardholder" means who is availing Debit Card facility.
  - d. "ATM" means Automated Teller Machine.
  - e. "Merchant" means shop/outlets that are authorized to accept Cards as a mode of payment.
  - f. "POS" means Point of Sale Terminals at Merchant outlets, where the Cardholder swipes the Card, which are authorized to accept Cards as payment mode.
  - g. "Card Statement" means statement-containing detail Card usages of Cardholder reflected in Cardholder's nominee account.
  - h. "PIN" meas Personal Idenfication Number, specific to each Cardholder.
  - i. "Account Number" means the account nominated by the cardholder that is to be debited for use of Card.
- 2. The Card is a property of the Bank at all times.
- 3. The Card is non-transferable.

Signature (दस्तखत)

- The Bank reserves the rights to seize/cancel the Card so issued to any Cardholder, If the information submitted by such Cardholder is found to be false and /or the Card has been misused.
- 5. The bank shall debit the Account designated by the cardholder for all transactions initiated including cash withdrawals by using the Card for this purpose, the Cardholder irrevocably authorizes the Bank to debit his/her Nominated Account with the amount of transaction(s) effected through the use of the Card.
- Any sales 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.
- 7. The transaction log of ATM transactions shall be 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.
- 8. The Bank shall debit the Nominated account for all fees and charges as determined by the Bank relating to the Card and the services thereby provided.
- The bank reserves the right to terminate membership, withdraw the privileges attached to the Card or not renew the expired Card at any time and to call upon the Cardholder to surrender the card.

- 10. It shall be the sole responsibility of the Cardholder to reconcile the transactions with the account statement every month. Any dispute on the Card transactions should be lodged within 15 days of statement date to Card center to avoid rejection due to delay in lodging the claim with card parent companies. The Bank may provide a copy of sales slip on payment of service charge fixed by the Bank form time to time.
- 11. In case of Card transaction dispute, rules & regulations of Card brand scheme will be applicable in terms of dispute resolution time frame and settlement of dispute. So, transactions dispute complaint should be lodge with bank within time frame stated above.
- 12. In case of any dispute; prevailing rules and regulation of concern card brands shall prevail.
- 13. Use of Card after notice of withdrawal of the privileges or the termination of the membership is fraudulent and may be subject to legal action by the Bank in accordance with the prevailing law.
- 14. Upon termination of membership or withdrawal of privileges of the Card of any reason whatsoever, the card shall be returned to the Card Center within 7 days from the date of receipt of notice. The Cardholder shall be liable for the payment of the bills arising out of use of the card till Card is not surrendered to Bank.
- 15. The Cardholder shall provide written instructions to the bank for the cancellation or non renewal of the card one month prior to the expiry date specified in the card.
- 16. The Cardholder and PIN issued to the Cardholder are entirely at the Cardholder's risk and responsibility. The Cardholder shall not disclose the PIN or permit possession of the Card to any other person. The Cardholder undertakes full responsibility for any transactions made by the use of the Card whether or not made with his/her knowledge or authority.
- 17. The Cardholder agrees to inform the Bank in writing regarding lost/stolen, damage of Card and disclosure of PIN. The Cardholder will be held liable for all the transactions received prior to this notification.
- 18. For issuance of replacement Card of PIN due to lost/stolen, the fee fixed by the bank from time to time shall be charged.
- 19. The Bank reserves the right to limit daily cash withdrawal by the Cardholder and decide on denomination that would be dispensed from Bank's own ATM.
- 20. The Bank shall not be responsible in anyway for non-availability of ATM services or POS terminals

—————————————————————————————————————	दायाँ	बायाँ	 Authorized Signature (आधिकारिक दस्तखत)
	Introducer Dec	laration (परिचयकर्ताको घोषण	π):
T		. holder of A/c No	
Name (नाम)			Account No. (खाता नं.)
hereby declare that I know the appl निवेदक(हरू) को पहिचान, पेशा, ठेगाना माथि उ	* *		nd address provided above.

Screening done against PEP/Sanction	es 🔲 No					
The following documents have to be submitted original documents for verification purpose.	ed along with request for opening an accour	nt. Customers are requi	red to pre	esent the		
	For Bank's Use Only					
<ol> <li>Personal Account:</li> <li>Identification (Citizenship certificate/passp</li> <li>Two recent passport size photographs.</li> <li>Documents evidencing the address (which Utility bills of electricity/water, cable TV, Land line telephone/fixed telephone (les Land ownership certificate/Receipt of processing Certification of local authority</li> </ol>	Yes	No	N/A			
<ul> <li>For flat, building society's allotment letter</li> <li>Employee identification card, if applicable school/college run by Govt.)</li> <li>Identification of Nominee (Citizenship certification)</li> </ul>	entities, ID of					
Additional Documents:						
For Minor Account  Birth certificate  Documents evidencing FCY income source  For foreign national:  Passport with valid visa  Recommendation from related organization (if employed)  Recommendation from related embassy (optional if employed)  Contact address in Nepal  For Non Resident Nepali  Documents evidencing income source  Agreement/appointment letter of employer  For Recommendation from related embassy (optional if employed)  Registration certificate from Indian embassy  Recommendation from related organization (if employed)						
☐ Contact address in Nepal  Other Relevent Documents:	☐ Contact address in Nepal					
a	b		_			
Please refer NRB Directive No. 19 Annexture	19.1 for further clarification					
<ul> <li>a. Above documents collected and verified w</li> <li>b. Acceptable address verifying document obcomes</li> <li>c. Is account holder related to politically export fyes, please mention the name/affiliation</li> <li>d. Do you consider occupation/business of account as High</li> <li>f. Do you consider purpose of account as High</li> </ul>	otained ? osed person (PEP) ? ccount holder as High Risk ? h Risk ?	Yes	No			
A/c Screening: ☐ Yes ☐ No If yes	Remarks					
Unique ID No.						
Account opened by:  KYC Officer:  Approved by:  Follow-up required:		Category: Low r	um risk			
List of documents not submitted	Verified b	ified by				
Remarks:						
SMS Alert Facility Activated	Deactivated SMS Alert F	acility Charge Rs	debited from	n account.		
Activated/Entered Date:	d by Appr Date	roved by				
Card: ☐ Issued ☐ Not Issued Card Type: ☐	I VISA ☐ Master Card ☐ SCT Card ☐ Ott	hers Card No.				