



Date \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

Dear Sir/Madam,

I request you to kindly provide me the Mobile Banking service as details given below:

- New Mobile Banking Service Application       Amendment on current Subscription of Mobile Banking Service

**Customer Details**

Name:

Mobile No.:       Mobile Service Provider:

Email:       Primary A/C

**Fund Transfer Facility (Please choose any one):**

Option 1: I want to activate third party fund transfer option to any of the account maintained with NMB Bank.

Option 2: I want to activate fund transfer option limited to following accounts (maximum upto 10 accounts).

Account Name	Account Number	Account Name	Account Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**I would also like to subscribe to the following services:**

- Mobile Banking Third Party Payment Service: allows you to make Merchant Bill Payment at various NMB Bank's Certified Merchants that includes Supermarkets, Malls, Restaurants, Shops, Hotels, etc.
- Mobile Banking Cash Withdrawal Service: allows you to withdraw cash from your account through any of our authorized agents.
- Mobile Banking Remittance Service: allows you to remit money through our NMB Bank's Remittance Services.

**Transaction Alert Notification Options:**

- Debit alert       Credit alert       Both

**Authorization:**

I would like to subscribe to Mobile Banking services from your Bank. Please debit my account for this subscription and other applicable fees. I assure you to place sufficient balance in the account at the time of fee payment. I hereby agree to bear the charges with execution of this standing instruction until this instruction is revoked by me in writing. I have also read and understood the terms and conditions herein and understand that the Bank shall debit my account for any transactions instructed from my mobile number in the proper syntax and sole charge for protection of my mobile phone and PIN number resides solely with me.

\_\_\_\_\_  
 Authorized Signature

**For Bank's Use Only:**

- New Subscription  
 Modification on existent Subscription

**Checklist:**

- Alert service for requested account numbers is authorized by account holder.  
 Customer account debited with subscription fee and other necessary charges.  
 All necessary documentation for authorization has been obtained.

Created by \_\_\_\_\_

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

Approved by \_\_\_\_\_

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

## NMB BANK MOBILE BANKING - TERMS & CONDITIONS

NMB Bank ("the Bank") shall provide, subject to Terms and Conditions set out herein, mobile banking facilities ("Services").

1. **Definitions:** In this document the following words and phrases have the meaning set below unless the context indicates otherwise:
  - a. Account shall mean bank account and/or any other type of account so maintained by the Customer with the Bank or may be offered in future.
  - b. Customer shall mean a customer of the Bank or any person who has applied for the Services.
  - c. Mobile Payment Services include but not limited to transfer of funds from Primary account to destination account, bill payments (mobile post-paid, pre-paid, PSTN lines or) etc and any other payments that may be added in future.
  - d. Primary Account is the Customer account maintained with the Bank. Customer instruction(s) for mobile payment facilities shall be debited to Primary account in settlement. Mobile payment service is available only on Primary account.
  - e. Destination Account is the account of beneficiary maintained with the Bank and where fund is transferred to.
  - f. Mobile Number shall mean the mobile phone number specified by the Customer for the purpose of availing the Services.
  - g. PIN means Personal Identification Number which is unique and generated randomly by the Bank's system. It is confidential password used to authorize requests in the Services.
  - h. Service Provider shall mean an entity that provides services to other entities, individual etc.
  - i. Nepal Telecom and NCell both are Service Providers and/or mobile network operators.
2. **Enforceability of Terms and Conditions:** These terms and conditions together with the application made by the Customer and as accepted by the Bank shall form 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. **Application for the Services:** The Customer shall apply to the Bank for use of the Services by filling up the prescribed Mobile Banking Application form provided by the Bank.
4. **Eligibility for Application for the Services:** The Services is available only to Sole Account Holders of the Bank or to the person authorized to perform banking transactions individually. A written mandate from other account holder(s) is a must to avail the Services in case of Joint Account. Mobile Banking works in most but not in all Mobile Devices. The bank shall not be responsible for unavailability of Services for reasons including incompatibility of Customer's Mobile Phone with the Service Platform, or for any loss or damage to the Customer's Mobile device resulting from use or attempted access or use of the Services.
5. **Communication Mode:** At present, Short Message Service (SMS) will be used as a mode of communications for the Services. The SMS will be sent to and from the Customer's nominated mobile phone number and the Bank's designated number (7447). However, the Bank shall not be liable for any loss or damage the Customer may suffer as a result of any person other than the Customer accessing the SMS with respect to the Services.
6. **PIN:** The customer acknowledges that use of PIN provides sufficient authority for the Bank to process transactions on designated accounts. The Bank may act on this authority and is not obliged to make further enquiries. Further, the Customer acknowledges that SMS is not the safest mode of communication due to its inherent risks and dependence on Service Providers. Following s are the measures Customers shall adopt to protect themselves:
  - Don't keep any record of your PIN, in written or electronic form; and don't disclose the PIN to anyone;
  - Always keep your mobile phone alongside and not allow others to use it;
  - Delete all SMS messages to and from the Bank;
  - Inform the Bank immediately if the Mobile Phone is lost or stolen, or if the Mobile number is changed.
  - Ensure that no unauthorized access is made to their mobile phone and /or the Services.
  - Change the PIN on a regular basis.
  - The bank, upon receipt of subscription confirmation of SMS from your mobile number, will immediately activate the Services.
7. **Availability & Disclosure:** The Bank shall endeavor to provide the Services to the Customer. The Bank may alter the Services availed to the Customer with or without giving prior notice. The Bank reserves the right to offer the Services for those Customers who are using the specific mobile network operator(s) only. Access of the Customer to the Services shall be restricted to the designated Mobile Phone Number only. Instructions of the Customer shall be effected only after authentication of the Customer by means of verification of the Mobile Phone Number and the allotted PIN or through any other mode of verification as may be stipulated at the discretion of the Bank. The Bank shall not be responsible for the delay in carrying out the instructions due to any reason beyond its control whatsoever including failure of third party service provider, operational system or due to any requirement of law.
8. **Bank's Authority:** By accepting this agreement the Customer irrevocably and unconditionally authorizes the Bank to access all his Accounts for effecting all Mobile Banking transactions. The Customer further authorizes the Bank to share the Account information with third parties if necessary, for the purpose of accepting / executing Customer's request.
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 reasons to believe that his Mobile Phone Number is / has been allotted to another person and / or there has been an unauthorized transaction in his account and / or his mobile phone is lost, he shall immediately inform the Bank. The Customer agrees that Bank shall not be liable on following conditions:
  - a) the Customer knowingly or unknowingly shares the PIN with third parties
  - b) the Customer has breached any of the terms and conditions herein
  - c) the Customer fails to advise Bank within a reasonable time about unauthorized access or erroneous transactions in their Account
  - d) the customer fails to advise the Bank about the change in/termination of the Customer's Mobile Phone Number.

The Customer agrees that the access to the services shall be only through the Mobile Phone Number and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer. Under no circumstance, the Bank shall be held liable if the Services are not available for reasons including but not limited to natural calamities, legal restraints, error & omission by the mobile network provider, network failure, third party service provider or any other reason beyond the control of the Bank. The Bank shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the services shall make the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the services to the Customer.
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 a consequence of acting on or omitting or refusing to act on any instructions given by use of the services. The Customer holds the Bank, harmless against any loss incurred by the Customer due to failure to provide the Services or any delay in providing the services due to any failure or discrepancy on part of the mobile network provider. The Customer agrees to indemnify and hold the Bank harmless for any losses occurring as a result of:
  - a) the Customer permitting any third parties to use the services
  - b) the Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone.
  - c) in the event of change in mobile number specified herein this application, the customer shall inform the Bank immediately. Failure to do so shall not make the Bank liable and responsible for any consequences of whatsoever nature arising there from.
11. **Fees:** The Bank shall have the sole discretion to set specific fees chargeable on the Services and may revise the same from time to time as and when deemed necessary with or without prior notice to the Customer. Further, it is the sole liability of the Customer to pay for all the fees charged to them by the Mobile Network providers for using the mobile network such as NTC & NCell.
12. **Amendment:** The Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time and such amended terms and conditions will thereupon apply to and be binding on the Customer.
13. **Termination:** To terminate the Services, the Customer shall notify the Bank through a written notice. The Customer will remain responsible for any transactions made through his Mobile Phone Number prior to the time of such cancellation of services. The Bank may, at its discretion, withdraw temporarily or terminate the services, either wholly or in part, at any time with or without giving prior notice to the Customer. The Bank may, without prior notice, suspend the services at any time for reasons including maintenance work or repair or in case of any emergency or for security reasons. The closure of Accounts of the Customer will automatically terminate the Services. The Bank may suspend or terminate services without prior notice if the Customer has breached these terms and conditions or if the Bank learns of the death, bankruptcy or lack of legal capacity of the customer or any other situation as the Bank may deem fit.

Authorized Signature