

निवेदकको सिटिजन्स बैंक इन्टरनेशनल लि. मा भएका खाताहरू / Account(s) in Citizens Bank International Ltd.

खाता नं. / Account number खाताको नाम / Account name
1. 1.
2. 2.

निवेदकको अरु बैंकहरूमा खोलिएका खाताहरू / Account(s) with other Banks (Branch)

खाता नं. / Account number खाताको नाम / Account name
1. 1.
2. 2.

खाता संचालन :

Account Operation:

एकलौटी: Singly: संयुक्त: Jointly विशेष निर्देशन: Special Instruction: _____

खाता विवरणसम्बन्धी निर्देशन: Statement Instructions: आफैले बुझ्ने Collect हुलाकबाट पठाउने Post नेपाली पात्रोअनुसार Nepali Calendar अंग्रेजी पात्रोअनुसार English Calendar

निजी खाताबाहेक अरुका लागि:

Other than Individual Accounts:

आफूसँग सम्बन्धित संस्थाको नाम Name of Firm / Company	कार्यालयको ठेगाना र फोन नं. Office Address & Phone Number
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खाता संचालकहरूको नाम Name of Account Operators	पिता वा पतिको नाम Father/Husband's Name	बाजेको नाम Grandfather's Name	दर्जा Designation	घरको ठेगाना र फोन नं Home Address & Phone Number

- खाता संचालनसम्बन्धी बैंकको शर्तहरू पढे/पढ्यौं र बैंकको नियमहरूको पालना गर्न मेरो / हाम्रो मञ्जुरी छ ।
- I / We have read your Bank's conditions for conduct of Account and I/We agree to abide by the Bank's rules.
- खाता संचालन सम्बन्धमा समयसमयमा बैंकले प्रचलनमा ल्याएका नियमहरूलाई स्वीकार गर्न र तिनको पालना गर्न मेरो/हाम्रो मञ्जुरी छ ।
- I/We agree to comply with the prevalent rules of the Bank in force from time to time regarding conduct of the Account and agree to abide by them.
- आवश्यक सबै कागजातहरू यसैसाथ संलग्न छन् ।
- All required documents are enclosed herewith.

प्रमाणिक दस्तखत(हरू)/ Authorised Signature(s)	नाम / Name
1.	
2.	
3.	

परिचय / Introduction:

निवेदक(हरू) को परिचय, पेशा, ठेगाना दुरुस्त छ भनी प्रमाणित गर्दछु/छौं । I/We confirm the identify, occupation and address of the applicant(s).

नाम / Name:

दस्तखत / Signature

खाता नम्बर / Account Number

For Bank's use only /		बैंकको प्रयोजनको लागिमात्र	
Opened Date:	Initial	Documentation completed	Initial
Specimen Signature Card		Introduction confirmed	
Specimen Signature Card			Designation.....
Identification copies verified against originals			Date.....

चलित/बचत खातासम्बन्धी सामान्य नियमहरू

- खातावाला(हरू)ले सम्बन्धित खाता संचालन प्रयोजनका लागि बैंकले दिएको चेकबाट मात्र आफ्नो /उनको/उनीहरूको खाताबाट रकम फिक्न सक्नेछन् ।
- चेकमा गरिने दस्तखत बैंकलाई दिएको दस्तखत नमूनाअनुसार हुनुपर्छ र चेकमा केही हेरफेर गरिएमा पूरा दस्तखतद्वारा त्यसलाई प्रमाणित गर्नुपर्छ ।
- पछिल्लो मिति र म्याद नाघेका चेकहरूको मुक्तानी गरिनेछैन ।
- बैंकद्वारा प्रदान गरिएका चेक(हरू) खातावालाको सम्पत्ति हुन् र ती चेक(हरू) लाई खातावालाहरूले सुरक्षित राख्नुपर्नेछ । खातावालाहरूले ती चेक(हरू) हराएमा, चोरिएमा वा अन्य कुनै पनि तरिकाबाट भुटो दस्तखत भई मुक्तानी भएमा बैंकलाई जवाफदेही बनाउन पाइनेछैन ।
- चेकको मुक्तानी रोक्का गर्ने इअरको निर्देशनलाई बैंकले पञ्जित गर्नेछ, तर कथंकदाचित् मुक्तानी हुन गएमा बैंक त्यसको जवाफदेही हुनेछैन ।
- खातावाला(हरू) स्वयम्को जिम्मेवारीमा मात्र कलेक्शनका लागि चेक स्वीकार गरिनेछ । त्यस्तो चेकहरूको यथासम्भव सावधानी तथा शिघ्रताका साथ मुक्तानी लिने प्रयास बैंकले गर्नेछ, तर कुनै ढिलाई तथा हानीनोक्सानी भएको खण्डमा त्यसको जिम्मेवारी बैंकले लिनेछैन । खातामा जम्मा गरिनुअघि सबै चेक तथा कागजातहरूलाई रेखांकित गरिनु आवश्यक छ । खातामा रकम जम्मा गरिएको भएता पनि चेकवापतको रकमको मुक्तानी प्राप्त नभएसम्म रकम फिक्न पाइनेछैन । रकम मुक्तानी नभई आएको खण्डमा ग्राहकहरूको खाताबाट त्यस्तो रकम स्वर्च लेख्ने अधिकार बैंकसँग सुरक्षित रहनेछ ।
- ग्राहकको खातामा जम्मा तथा स्वर्च भएको रकमलाई शुद्धताका साथ अभिलेख गर्ने कुरामा बैंकले पूरापुर ध्यान दिनेछ, तर कारणबस कुनै गलति भएको खण्डमा विना सूचना खाता समायोजन गरी सच्याउने र ग्राहक(हरू)सँगालिन बाँकी अशुल गर्ने अधिकार बैंकलाई हुनेछ ।
- खातावाला(हरू) को ठेगाना कुनै परिवर्तन भएमा त्यसको जानकारी तत्काल बैंकलाई दिनुपर्नेछ । चिद्दीपत्र, रैमिटास आदि हस्तान्तरणका लागि हुलाक तथा यस्तै कार्यमा संलग्न एजेण्टहरूलाई खातावाला(हरू) को एजेन्ट मानिनेछ र ढिलाई, अपहुँच आदि कुराका लागि बैंकले कुनै पनि दायित्व स्वीकार्ने छैन ।
- अन्यथा सम्भ्रिता नभएको अवस्थामा दुई वा दुईभन्दा बढी व्यक्तिको नाममा रहेको कुनै खातामा रहेको रकम तीमध्ये एक वा एकभन्दा बढी व्यक्तिको मृत्यु भएमा मृतक(हरू)द्वारा कानुन इच्छयाइएको व्यक्ति(हरू) लाई सो रकम मुक्तानी गरिनेछ र खातामा बैंकलाई तिर्नुपर्ने रकम छ भने जीवित व्यक्ति(हरू) तथा मृतक खातावाला(हरू) को सम्पत्तिबाट संयुक्त तथा पृथक रूपबाट सोरकम मुक्तानी गर्नुपर्ने छ ।
- बैंकको तर्फबाट दिइने नगद रसिद, चेक, सुरक्षणपत्र आदि बैंकको मान्यताप्राप्त अधिकृतहरूको दस्तखत भएमा मात्र प्रमाणित मानिनेछ ।
- सूचना जारी गरी कुनै वा सबै नियमहरूमा थप गर्ने वा परिवर्तन गर्ने सर्वाधिकार बैंकसँग सुरक्षित रहनेछ र त्यस्ता परिवर्तन वा थप नियमहरू सबै ग्राहकका लागि तत्काल लागू हुनेछ ।
- खाता सन्तोषजनक ढंगबाट संचालन भइरहेको छैन भन्ने बैंकलाई लागेमा वा अन्य जुनसुकै कारणबाट पूर्वसूचना बिना कुनै खाता बन्द गर्ने अधिकार बैंकसँग सुरक्षित रहनेछ र यसो गर्नुको कारणबारे ग्राहक(हरू) लाई बताइरहन बैंक बाध्य हुनेछैन ।
- प्रत्येक खाताका लागि विशेष संख्या छुट्याइएको छ । खातासम्बन्धी सबै किसिमको लेखापढी र रकम जम्मा गर्दा वा फिक्का यो संख्या उल्लेख गर्नुपर्नेछ ।
- व्यक्तिगत खाता खोल्दा कृपया “नोमिनेशन” फाराम भर्नुपर्नेछ ।
- समयसमयमा बैंकबाट दिइने खाताको विवरणमा अन्यथा भएको जानकारी विवरण पठाएको सात (७) दिनभित्र हामीलाई प्राप्त नभएमा सो विवरण दुरुस्त भएको मानिनेछ ।
- खाता खोल्न अनुरोध गर्दा तल उल्लेखित कागजातहरू संलग्न गर्नुपर्नेछ :

अ. एकल स्वामित्व खाता

- एकल स्वामित्वको लिखत
- नवीकरण गरिएको प्रमाणपत्रका प्रतिलिपि
- खाता संचालकको परिचय
- आयकर प्रमाणपत्र

आ. साभेदारी खाता

- सबै साभेदारीहरूद्वारा हस्ताक्षरित साभेदारीको पत्र
- साभेदारी सम्भ्रिता/अधिकारपत्रको प्रतिलिपि
- साभेदारी दर्ता र नवीकरणको प्रमाणपत्र
- खाता संचालकको परिचयसम्बन्धी कागजात
- आयकर प्रमाणपत्र

इ. संस्थागत खाता : (गिठनकुराहरूको प्रमाणित प्रतिलिपि)

- कम्पनीको प्रवन्धपत्र तथा नियमावली
- खाता खोल्ने तथा संचालन गर्नेसम्बन्धी संचालक समितिको निर्णय
- घरको ठेगाना र फोन नम्बरसहित सम्बन्धित संचालकहरूद्वारा हस्ताक्षरित संचालकहरूको नामावली
- कम्पनी दर्ता प्रमाणपत्र
- खाता संचालकको परिचयसम्बन्धी कागजात
- आयकर प्रमाणपत्र

ई. वलब, सामाजिक संघ संस्था तथा संगठनहरूको खाता (सबै कागजातहरू दातव्या(व्यारिटी) बाट प्रमाणित हुनुपर्ने)

- पदाधिकारीहरूको नामावली र ठेगाना
- उपनियमहरूको /विधानको प्रतिलिपि
- खाता खोल्ने र संचालन गर्ने निर्णयको प्रतिलिपि
- खाता संचालन गर्न नियुक्त व्यक्तिहरूको नाम
- दर्ता नवीकरणको प्रमाणपत्र
- खाता संचालनको परिचयसम्बन्धी कागजात
- कम्पनीको प्रवन्धपत्र तथा नियमावली
- खाता खोल्न

उ. व्यक्तिगत खाता

- परिचय (नागरिकता प्रमाणपत्र, परिचयपत्र, पासपोर्ट आदि)

नोट: खाता खोल्न आउँदा कृपया सक्कल कागजातहरू प्रमाणित गर्नका लागि साथमा ल्याउनुहोला ।

GENERAL RULES FOR CURRENT/SAVINGS ACCOUNT

1. The constituent(s) can only withdraw sums from his/her/their account by means of cheque supplied to him/her them by the Bank for that particular account.
2. Cheques should be signed as per specimen signature supplied to the Bank and any alternation in the cheque must be authenticated by the drawer's full signature.
3. Post dated and stale cheques will not be paid.
4. Cheques issued by the Bank are the property of constituent(s) and they should take utmost care and keep in safe place under lock. The constituent(s) shall not hold the Bank liable if such cheques are misplaced, stolen or encashed in any way by fraudulent signature.
5. The Bank will register instructions from the drawer of a cheque for its payment, but it can not accept any responsibility in case such instructions are overlooked.
6. Collections are undertaken at the risk of the constituent(s) only. The Bank should endeavour to collect the cheques and the items as promptly and carefully as possible, but it can accept no responsibility in case of any delay or loss. All cheques and other instruments should be crossed before they are paid-in for credit of accounts. Uncleared items though credited in the account, shall not be available for being drawn against. The Bank shall have right to debit the customer's account, if they are not realised.
7. The Bank will take care to see that credit and debit entries are correctly recorded in the accounts of the constituents(s), in case of any error, the Bank shall be within its rights to make the correct adjusting entries without notice and recover any amount due from the constituent(s). The Bank shall not be liable for any damage, loss, etc., to constituent(s) on such errors.
8. Any change in the address or constitution of the constituent(s) should be immediately communicated to the Bank. The post office and other Agents for delivery shall be considered Agents of the constituent(s) for all delivery of letters, remittances, etc., and no responsibility can be accepted by the Bank for delay, non-delivery, etc.
9. In the absence of contract to the contrary the credit balance in any account in the name of two or more persons, on the death of one or more of them, shall be payable to survivor as lawfully appointed nominee(s) of the deceased and if there is a debit balance, the survivors and the estates of deceased constituent(s) shall be jointly and severally liable for repayment thereof.
10. A receipt of moneys, cheques, securities, etc., on behalf of the Bank is valid only if signed by duly authorised officers.
11. The Bank reserves to itself the right to add to or alter any or all of the rules after notification and such altered or additional rules shall immediately thereafter be deemed to be binding on all constituent(s).
12. The Bank reserves to itself the right to close (without previous notice) any account which, in its opinion, is not satisfactorily operated upon or for any other reason whatsoever which shall not be incumbent on the Bank to disclose to the constituent(s).
13. A distinctive number is allotted to each account which should be quoted in all correspondence relating to the account and when making deposits or withdrawals.
14. For personal accounts please fill in a "nomination" form.
15. Periodic statement of accounts shall be considered correct unless we receive from you in writing to the contrary within seven (7) days after dispatch thereof by us.
16. The following certified documents has to be submitted while requesting for opening of account:
 - I. **Proprietorship Account:**
 - (a) Declaration of Sole Proprietorship
 - (b) Copy of renewed Registration Certificate
 - (c) Identification paper of A/C operator(s)
 - (d) Income Tax registration/renewal certificate / PAN certificate
 - II. **Partnership Account:**
 - (a) Letter of Partnership duly signed by all partners
 - (b) Copy of Partnership Agreement/Deed
 - (c) Certificate of Partnership, Registration and Renewal
 - (d) Identification paper of A/C operator(s)
 - (e) Income Tax registration/renewal certificate
 - III. **Account of Corporate Bodies: (Certified copy of:)**
 - (a) Memorandum and Articles of the Company
 - (b) Resolution of Board of Directors to open and operate the account
 - (c) List of Directors duly signed by respective Directors with home address and phone numbers
 - (d) Company registration certificate
 - (e) Identification paper of A/C operator(s)
 - (f) Income Tax registration/renewal certificate
 - IV. **Account of Clubs, Societies and Associations (all documents to be duly certified by charity):**
 - (a) List of Office Bearers and Addresses
 - (b) Copy of By-Laws/constitutions
 - (c) Copy of Resolution to open and operate the Account
 - (d) Name and signature of persons authorised to operate the account
 - (e) Certificate of Registration and Renewal
 - (f) Identification paper of A/C operator(s)
 - V. **Personal Account:**
 - (a) Identification (Citizenship Certificate, Passport, etc.)

(Note: Please submit the original document while opening A/C, for verification purpose.

निवेदकले संलग्न गनुपर्ने कागजातहरू:

हालसालै खिचिएको पासपोर्ट साईजको फोटो	<input type="checkbox"/> लिएको	<input type="checkbox"/> नलिएको	
छविचित्र	<input type="checkbox"/> नागरिकताको	<input type="checkbox"/> पासपोर्ट	अन्य _____
ठेगाना पुष्टी हुने कागजात:	<input type="checkbox"/> पानी / विजुलीको बिल	<input type="checkbox"/> चालक अनुमती प्रमाणपत्र	
	<input type="checkbox"/> लालपूजा	<input type="checkbox"/> भाडा सम्झौता	
	<input type="checkbox"/> स्थानीय निकायको पत्र	<input type="checkbox"/> मतदाता परिचयपत्र	
कुनै निकाय वा संस्थाका कर्मचारीको हकमा परिचयपत्रको छविचित्र	<input type="checkbox"/> लिएको	<input type="checkbox"/> नलिएको	

डेरामा बस्नेको हकमा स्वघोषित नक्शा

ग्राहकको हस्ताक्षर

स्पष्टिकरण:

- (१) घर नं., टेलिफोन नं., मोबाइल नं., इमेल ठेगाना, पासपोर्ट, पेशा व्यवसाय, स्थायी लेखा नम्बर जस्ता विवरणहरू नभएका निवेदकको हकमा त्यस्ता विवरण उल्लेख गर्न अनिवार्य हुने छैन। तर सो विवरणहरू आफूसँग नरहेको व्यहोरा स्वघोषणा गर्नु पर्नेछ।
- (२) परिवार सम्बन्धी विवरणमा उल्लिखित परिवारका सबै सदस्यको नाम, थर तथा नागरिकता सम्बन्धी विवरण अनिवार्य रूपमा भर्नु पर्नेछ।
- (३) मृत्यु भइसकेको वा नागरिकता नलिएको वा विधिवत अंशवण्डा भैसकेको स्वघोषणा गरे नागरिकता सम्बन्धी विवरण भर्न अनिवार्य हुने छैन।
- (४) परिवारका सदस्यको नागरिकता सम्बन्धी विवरण तत्काल उपलब्ध हुन नसक्ने स्पष्ट कारण सहित निवेदकले स्वघोषणा गरेमा नागरिकता सम्बन्धी विवरण भर्न अनिवार्य हुने छैन। यस अवस्थामा समय तोकि निवेदन दिनु पर्नेछ।
- (५) परिष्कृत ग्राहक पहिचान पद्धति (Enhanced CDD) अपनाउनु पर्ने ग्राहकहरूको हकमा भने एकाघर परिवारका जिवित सदस्यहरूको नागरिकताको छविचित्र अनिवार्य पेस गर्न पर्नेछ।
- (६) शरणार्थीको हकमा नागरिकताको सट्टा नेपाल सरकार वा अन्य आधिकारिक निकायले दिएको परिचय पत्रको छविचित्र अनिवार्य पेस गर्न पर्नेछ।

Bank's Use Only

Account Risk Grading: <input type="checkbox"/> High Risk <input type="checkbox"/> Medium Risk <input type="checkbox"/> Low Risk <input type="checkbox"/> PEP/PIP Name listed in OFAC (Office of Foreign Assets Control)? <input type="checkbox"/> Yes <input type="checkbox"/> No Remarks / information if any: Branch Manager _____ Date: _____	Information Update in Core Banking System: <input type="checkbox"/> Yes <input type="checkbox"/> No Date Updated on: _____ Remarks if any: CSD Staff _____ Date _____
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CITIZENS e-BANKING APPLICATION FORM

The Manager
 Citizens Bank International Ltd.

_____ Branch

Date: _____

Dear Sir,

I/We hereby apply for Citizens Bank International Ltd. e-Banking facility to enable me/us to avail user access to my/our account(s) with you and carry out transactions through the use of Internet. In consideration of you providing me/us with this facility, I/we hereby agree to be bound by the Terms and Conditions stated overleaf, which I/we have read and understood.

My/Our account details are as follows:

Name (IN CAPITALS):

(First Name)	(Middle Name)
(Surname)	

Address:

Email:

--

Telephone Number:

--

 Mobile:

--

Accounts to be linked:	S.N.	Account Number	Account Title

Yours sincerely,

Applicant's Signature(s) _____

I/We acknowledge receipt of User Name and Password of Citizens Bank International Ltd. e-Banking facility.

Signature: _____

Date: _____

FOR BANK'S USE ONLY

Application Received on :

D	D	M	M	Y	Y
---	---	---	---	---	---

Verified by : _____

S.N. : _____

Recommended by : _____

Approved by : _____

Name : _____

Name : _____

Terms and Conditions Relating to the e-Banking Services

Definition:

For the purpose of these terms and conditions, the following expressions shall, except where the context otherwise requires, have the following meanings:

The Bank: Citizens Bank International Limited with Head Office at Kamaladi

User: Bank's customer having an account in any branch and having access to e-Banking (Internet Banking) system

Customer: Bank's customer having an account in any branch of the bank.

Citizens Bank International Limited shall, subject to these Terms and Conditions, provide below listed services/transactions/facilities ('Services') from time to time through any Internet site - a group of related web pages - established, operated and/or maintained by or on behalf of the Bank (Internet Site) to enable Customers to give instructions to and communicate with the Bank for the purpose of conducting banking, financial and other transactions and dealings of various nature and obtaining services, products, benefits and privileges from the Bank.

The services provided are as follows:

1. Enquiry:

- General Information: Information about the customer.
- Account Information: Information about selected customers account.
- Account Statement: To view the account statement.
- Tax statement: To view the tax statement.
- Interest Statement: To view the interest statement
- L/C List: To view the list of L/Cs outstanding list.
- G/T List: To view the outstanding guarantee list.
- TR Loan List: the details of Trust Receipt (TR) list can be viewed.
- Client Report: To view the liability report.
- Client Detail: Shows the detail information of customer.
- Obligor Report: Shows the Obligor Report of the customer.
- User History: To view the detail login history.

2. Request:

- Cheque pad: Requesting for cheque books.
- L/C opening: Opening a letter of credit (L/C)
- Demand Draft: Requesting for demand draft.
- Telex Transfer: Requesting for telex transfer.
- Cashier cheque: Application for Manager's cheque.
- Status: Show request status of customer.

3. Message:

- To Bank: Messages to the bank by the customer.
- From Bank: Message sent by the bank to the customer is viewed here.

4. Act Now:

- Balance transfer: To transfer balance from one account to another (of self)
- Third party transfer: To transfer balance to third party's account.
- Good for payment: To inform the bank to hold balance for specific cheque.
- Withdrawal notice: To pre-inform the bank about the withdrawal of substantial amount.
- Stop cheque: To inform the bank to disqualify particular cheque(s)

5. Utilities:

- Change password: To change password
- Change II password: To change II password.
- Security questions: These personal questions are asked during login time to enhance the login security.

The bank reserves the right to determine and change from time to time the scope and type of the services to be made available including without limitation.

- i. Expanding modifying or reducing the services at any time.
- ii. Imposing and varying any restrictions on the use of the services such as minimum and maximum daily limits with respect to the value of any transactions or dealing or any type of transactions of dealings which the customer may conduct by using the service; and
- iii. Prescribing and changing the normal service hours during which the service are available and any daily cut-off time for any type of services of transactions. Any instructions of the customer received by the bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones.

The user must be a Customer of the bank and maintain an account at any branch of the bank in Nepal.

To access the services for the first time. The customer is required to authenticate a prescribed format manually indicating his/her acceptance of all the terms and conditions governing the use of the services and to provide such information as the Bank may reasonable specify for identifying him/her and designate accounts approved by Bank to be accessed by the Customer to avail the services.

By registering for the use of services, the Customer warrants that all information provided by the customer to the Bank in relation to the service is true, complete, relevant and up to date.

The services are for the sole and exclusive use by the customer.

The customer shall not use or knowingly allow any other person to use the services, with any illegal purpose or activity.

The customer shall notify the Bank immediately if he/she becomes aware of such use, Bank will not be liable for any of the transactions allegedly performed by any third party.

An exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Site(s) or otherwise in response to an online inquiry is for reference only and is not binding to the bank.

The customer acknowledges that there may be a time lag in transmission of instructions, information or communication via the Internet for which the Bank shall not be held liable.

The customer shall follow the guidance provided by the Bank online in designating the user identification code (the 'User Name') and the password (the 'Password') for identifying the Customer for the purpose of availing the Services,

The Customer may change the password at any change shall be effective only if accepted by the Bank.

The Customer cannot change the User Name.

Under one User Identification Code (the 'User Name') and the password (the 'password') the customer can access aforementioned services for maximum of five (5) different accounts owned by the customer.

The Customer shall act in good faith; exercise utmost care and diligence in keeping the user Name and the Password secret. At no time and under no circumstances shall the customers disclose the user Name and/or the password to any other person. Should the customer do so, the bank shall not be liable for any transaction and/of financial loss that may occur to the customer.

The Customer shall be fully responsible for any accidental/negligent and/of unauthorized disclosure of the user Name and/or the password to other person and shall bear the risk of the user Name and/of the password being used by unauthorized persons of for unauthorized purposes or transactions.

The Customer is required to quote the user name and the password in order to log-on to the services and give instructions to the bank online. Instructions in connection with the services shall not be considered to be received by the bank unless they are given in such manner as the bank may prescribe from time to time and until the bank has actually received them.

Any instruction given in connection with the services by quoting the user name and the password of the customer, once given, may not be rescinded of withdrawn without the consent of the bank. All such instructions given, as understood and acted on by the bank in good faith, shall be irrevocable and binding on the customer whether given by the customer or by any other person purporting to be the customer. The bank shall be under on duty verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the user name and the password of the customer.

The Bank as a rule does not ask for a Customer password.

The Bank will only act on an instruction in so far as it in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and producer.

The Bank will provide online advice or confirmation that and instruction has been received and/or a transaction has been effected through the services. Such advice or confirmation shall be deemed to have been received by the customer immediately after transmission and it is the duty of the customer to check such advice or confirmation. It is also the duty of the customer to enquire with the Bank, if the customer does not receive and advice or confirmation within the time usually required for a similar advice or confirmation to be received.

Information relating to any account or transaction made available on the Internet Site(s) for reference only. The bank's records of such account and transaction shall be conclusive unless and until the contrary is established.

The bank reserves the right to restrict the user to debit into his/her account(s) beyond the credit limit and or the available credit balance in the User's account.

The bank shall not be liable for any computer/cyber crimes such as hacking etc. and shall not be liable for any unauthorized transactions and/or any transactions carried out by using illegal and fraudulent methods.

The bank reserves the right to charge fees in relation to the use and/or termination of the Services and to revise such fees at any time with or without giving prior notice to the Customer. The Bank may determine and notify the Customer of the rate of any fees from time to time, which shall be binding on the Customer if the Customer continues to maintain or use the services after the effective date for imposing the fee or the revised fee. Fees shall be collected from the Customer in such manner and at such intervals as the Bank may specify. In addition to the Fees, the Bank may prescribe minimum balances to be maintained in accounts for availing the Internet Banking facilities.

The Customer shall provide such information as the Bank may from time to time reasonably request for the purpose of providing the Services.

The Bank shall authorize to share the information with any other person/entry, including its third party agents, as and when necessary according to the existing laws, NRB directives, etc.

The Customer shall not attempt to decompile reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way temper with or gain access to any part of the services or any Internet Site or any software comprised in them.

The Customer acknowledges and agrees that the Information, the reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression are the intellectual property rights (copyright, trademark, patent, design, creation, invention etc.) trade secrets. Confidential/proprietary of the bank and the respective information providers. Unless expressly permitted by these terms and conditions, the customer shall not:

- i. Sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any confidential Information in any form or by any means to any other person or commercially exploit any confidential information,
- ii. Remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing including, without limitation. Any trademark or copyright notice or
- iii. Incorporate, or combine the above with any other programs.

The customer agrees that all rights, title and interests in and relating to the above and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the bank and the respective information providers. No right title or interest other than the right to access the information and the reports subject to these terms and conditions is conveyed or transferred to the customer. The customer shall not make any representation or do any act which may be taken to indicate that the customer has any such right or interest.

The information will be made available as it is supplied and will usually identify the information provider supplying it to the bank. The bank does not endorse or express any comment on any information. The bank does not accept responsibility for the legality, validity, completeness, effectiveness, adequacy or enforceability of the data therein.

The Bank will take reasonably practicable steps to ensure that its systems in connection with the services are installed with adequate security designs and to control and manage the risks in operating the systems. None of the bank or any information provider warrants or represents that the services, the information are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment. In no event shall the Bank or any Information Provider be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

The Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Services and/or access to any information in the Internet Site or any other information as a result of such use by the Customer or any other person whether or not authorized. The Customer shall indemnify the Bank, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, Information/reports in the Internet site except in the cases of willful default of the Bank.

The Bank may, at any time, without giving notice or reason suspend or terminate all or any of the Services or their use by the Customer.

The Customer may terminate the use of the Services at any time by giving days prior notice to the Bank.

The Services shall be deemed to cease and the Bank shall be entitled to the immediate restriction of the User in the event of

- i. Closure of Designated Account(s).
- ii. death of a User.
- iii. The User(s) authority to operate the Designated Account is terminated.
- iv. The User(s) ceases to be a Customer of the Bank.
- v. The Bank requests to stop the use of Internet Banking Facilities.
- vi. Customer user is blacklisted and/or defaults on a loan or other similar obligation.
- vii. Customer user fails to maintain the minimum balance as stipulated from time to time.

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time with or without notice to the Customer and shall be binding on the Customer if the Customer continues to maintain or use of Services on or after the effective date of variation.

Communications delivered personally, sent by post facsimile transmission, telex or email by the Bank at the last known address of the Customer shall constitute actual delivery of such communication to the Customer. Communications sent by the customer to the Bank shall be treated as delivered to the Bank on the day of acquittal receipt.

Each of the provisions of these Terms and Conditions is several and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity, enforceability of the remaining provisions shall not be affected in any way.

Where the account in question is a joint account the reference in these Terms and Conditions to 'Customer' shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealing effected by using the Services.

Unless the context otherwise requires, 'person' includes an individual, firm company, corporation and an unincorporated body of persons.

These Terms and Conditions will stand amended if law, government regulations or instructions issued by the Nepal Rastra Bank, necessitate such amendments.

The Services and these Terms and Conditions shall be governed by the construed in accordance with the laws of Nepal and the Bank and the Customer submits to the nonexclusive jurisdiction of the Courts of Nepal.

APPLICATION FORM FOR SMS BANKING SERVICE

Date:

Citizens Bank International Ltd.

..... Branch

Dear Sir,

I/We hereby request you to provide Citizens SMS Banking Service to me/us. The required details are as under:

Name of the Account Holder/s :

Account Number/s 1.

2.

3.

Mobile Number/s 1.

2.

Services : Balance Enquiry Transaction
 Cheque Request Statement Request
 Others

Remarks (If any) :

I/We fully agree with the terms and conditions related to this service as mentioned overleaf.

Thank you

Yours faithfully

 Authorised Signature/ies

For bank's use only

Application processed by : Checked / Authorised by :

Charge : Date :

Validity of Service :

Terms & Conditions

1. Disclaimer of Liability:

- 1.1 The customer (having SMS Banking Service of Citizens Bank) agrees that the Bank shall not be liable if:
 - 1.1.1 the Customer has breached any of the terms and conditions herein or
 - 1.1.2 the Customer has contributed to or the loss is a result of failure on part of the Customer to advise the Bank within a reasonable time about unauthorized access of or erroneous transactions in the account; or
 - 1.1.3 as a result of failure on part of the Customer to advise the Bank of a change in or termination of the Customer's Mobile Phone number
- 1.2 The Bank under no circumstance, shall be held liable if the Service is not available 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 the Bank. The Bank shall not be liable under any circumstances for any damages whatsoever whether such 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 Service shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the Service to the Customer.
- 1.3 The Bank is in no way liable for any error or omission in the services provided by any Mobile or any third party service provider (whether appointed by the Bank on its behalf or otherwise) to the Customer, which may affect the Service.
- 1.4 The Bank, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Service. The Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Service.
- 1.5 Without limitation to the provisions of these Terms and Conditions, the Bank, its employee shall not be liable for interruption, suspension, resolution or error of the Bank in receiving and possession the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any mobile service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Bank's system or the network of any Mobile service provider and/or any third party who provides such services as is necessary to the Service.
- 1.6 Notwithstanding anything in the contrary provided in these terms and conditions, the Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a Mobile services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise).
- 1.7 The Customer agrees that the Bank may hold and process his personal information concerning his/her accounts on computer or otherwise in connection with the Service as well as for analysis, credit scoring and marketing.
- 1.8 The Bank will not be liable for:
 - 1.8.1 any unauthorized use of the Customer's mobile phone or any fraudulent, duplicate or erroneous instructions given by use of the Customer's mobile phone number; and any other identification number/code.
 - 1.8.2 acting in good faith on any instructions received by the Bank;
 - 1.8.3 error, default, delay or inability of the Bank to act on all or any of the instructions;
 - 1.8.4 loss of any information/instructions in transmission;
 - 1.8.5 unauthorized access by any other person to any information/instructions given by the Customer or breach of confidentiality;
- 1.9 The Bank will not be concerned with any dispute between the Customer and any Mobile service provider and/or any third party service provider, through which the Service is being provided by the Bank. The Bank makes no representation or gives no warranty with respect to the quality of the service provided by any Mobile service provider and/or third party.

2. Instructions:

- 2.1 The Customer hereby agrees that the Customer authorizes the Bank to act on any instruction which is identified by the Customer's Mobile Number and this instruction shall be deemed correct, irrevocable, valid and binding on the Customer upon receipt by the Bank.
- 2.2 The Bank shall not be liable for any loss and damage which the Customer and/or any third party may sustain from the Bank acting on such Instruction(s), whether given by the Customer or someone purporting to be the Customer, authorized or unauthorized.
- 2.3 The Bank shall effect all instructions received at its absolute discretion and may, without notice and without giving any reason, cancel or refuse to execute any of the Customer's instructions at any time without incurring any liability.

3. Eligibility for the Service:

- 3.1 Any customer having saving (Normal, Rastra Sewak, Bidhyarthi Bachat) and/or current accounts with the Bank or should be authorized to act independently on behalf of the Customer.
- 3.2 In case of joint accounts, the written mandate of other account holders authorizing the customer to use the service would be required. All or any transactions arising from the use of the Service in the joint account shall be binding on all the joint account holders, jointly and severally.
- 3.3 In case of account maintained by minors only the guardian of the minor as per the account opening form shall be eligible to use the service.
- 3.4 The bank has the absolute discretion to accept or reject any application for SMS Banking Service without giving any reason there for.

4. Charges:

- 4.1 The Bank shall be entitled to levy or impose annual service charges or transaction fees and/or to vary such fees from time to time upon prior written notice of such variation in respect of the SMS Banking Service rendered to the Customer. The Customer continued use of SMS Banking Service/to which such charges and fees relate to shall be deemed to be acceptance of the same.
- 4.2 The Customer hereby authorizes the Bank to debit the Customer's Account with such fees, commissions and charges.
- 4.3 Notwithstanding the service charges or transaction fees imposed by the bank, the Customer is further liable for any charges levied by any of Network Service Providers, Payee Company/Corporation and/or any other third party as a result of the use by the Customer of SMS Banking Service.

5. Indemnity:

- 5.1 The Customer shall indemnify and hold the Bank harmless against any loss suffered by the Bank, their customers or a third party or any claim or action brought by a third party arising out of or in connection with any services provided to the Customer pursuant hereto.
- 5.2 The customer shall agree to abide with all rules and regulations applicable to this service and any other services related to this services that may be provided by the Bank in future.