एभरेष्ट बैंक लिमिटेड
EVEREST BANK LIMITED
(A Joint-Venture with punjab national bank, India)
Consistent, Strong & Dependable

APPLICATION FORM FOR DIGITAL BANKING SERVICE

The Manager,
EVEREST BANK LIMITED
..... Branch.

Date : day month year

Dear Sir/Madam,
I/We hereby request you to provide me/us the Banking facility as per the details given below:

Personal Details:

Primary Account Number* | | | | | | | | | | | | | | | | Name as on the Account * | | | | | | | | | | | | | | | |

TERMS AND CONDITIONS FOR DIGITAL BANKING SERVICE

The customer understands that this is a banking facility provided by the Everest Bank Limited (EBL) to its customer and agrees that it shall be governed in accordance with the terms and conditions mentioned below:

General:
The terms and conditions contained in this agreement shall form an integral part of this service and that the customer agrees to abide by all such terms and conditions included in the application form submitted by the customer to the EBL during account opening time and other conditions the EBL may agree to comply 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 availing or may avail in future from the EBL.

Application for use of facility:
The customer shall submit an application to the EBL for the use of facility in a prescribed format. The EBL may activate the facility within four working days after receiving a complete application.

Eligible Customer:
The customer intending to use this facility should be an account holder of the EBL and may be either a sole account operator of own account, or authorized person to operate the account of persons/firms of corporate institutions. The customer shall, in case of joint account, have to provide a written consent of other account holder/s authorizing him to use the facility. All or any transaction arising from the use of services in the joint account shall be binding on all joint account holders. The customer further agrees that in case of a joint account 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. In case of company, duly approved power of attorney has to submit to use the facility.

Availability, Alterations, Authority and Disclosure:
The customer understands that while the EBL shall endeavor to make available all the possible services under SMS/Mobile/Internet banking facility, it is entirely upon the EBL to decide at its sole discretion what services may be made available to the customer from time to time, and to make any changes or alterations in the services being offered without any reasons. The customer agrees that the facility being offered is available only to the customer that uses the mobile phone whose number is recorded/ registered in the system or verified by the system of the EBL and also accepts that the EBL shall not be responsible to provide any information enquired/instructed from the customer from other mobile phone number. The instruction of the customer shall be effective only after authentication of the customer by means of verification of the mobile phone number. The verification process may be altered by the EBL from time to time and the customer shall be deemed to have agreed to such changes. Until the facility is terminated, the customer hereby unconditionally and irrevocably authorizes the EBL to access his/her account to affect any banking or other transaction/s through the use of SMS/Mobile/Internet facility as well as authorizes to share account information with third party, if required, for the purpose of accepting/executing request of the customer.

Limitation/Disclaimer of the Everest Bank Limited (EBL):
The EBL shall not be liable or responsible for any of the following:

I. Any unauthorized use of the customer's mobile phone, 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 unauthorized person.

II. Provide information as per the instruction or complying with the instruction/s received from the customer's mobile phone number recorded/maintained/verified in the system of the EBL.

III. Any error, delay or inability on the Everest Bank Limited (EBL)'s part to comply with any of the instructions of the customer due to technical, operational, lack of network coverage or problem occurred in the network provider or force majeure.

IV. Any loss of data or information in transmission or any breach of confidentiality because of failure of the system, although adequate care has been taken to use sound technology to avoid such lapses.

V. Any improper use of facility of the customer whether knowingly or unknowingly sharing the information with any third person/party by the customer,

VI. Any direct or indirect or consequential loss that the customer may face as a result of his/her inability to accept instructions provided by the system for the facility.

VII. Failure from the part of customer to abide by any of terms and conditions contained herein and account opening form.

VIII. Bank shall send alert message on given mobile number.

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

The customer agrees to be bound by any modification in these terms and conditions, which may be introduced at the sole discretion of the Everest Bank Limited (EBL).

The EBL shall endeavor to inform the customer of such changes through a prior notice 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.

Indemnifications:
The customer hereby unconditionally and irrevocably agree to indemnify and hold the EBL and its affiliates harmless from any action, demands, legal suits/claims/proceedings, loss, damages or any other expenses or obligations whatsoever which the EBL 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 EBL and its affiliated harmless against any loss incurred by him/her in process of, or as a result of, his/her availing the facility, 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 EBL for such termination at least two working 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 EBL 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 associated directry with this facility shall result in the termination of the service.

Applicable Law:
Any dispute arising out of this facility shall be settled in accordance with the terms and conditions contained herein and in accordance with the laws of Nepal and directives/circulars issued by Nepal Rastra Bank from time to time. The applicant confirms that he/she has read the terms and conditions contained above agree to be bound by the same by putting his/her signature below:

Signature/s : _____

Name : _____

A/c Number : | | | | | | | | | | | | | | | |

Date : | | | | | | | | |
day month year

Seal of the Institution (where applicable): _____