

Terms & Conditions

1. Disclaimer of Liability:

- 1.1 The customer (having SMS Banking Service of the 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 or the Service access password.
- 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 Customer is solely responsible for protecting his Personal Identification Number (PIN) and access password given by the Bank for the use of the Service.
- 1.9 The Bank will not be liable for:
 - 1.9.1 any unauthorized use of the Customer's PIN and/or access password or mobile phone or any fraudulent, duplicate or erroneous instructions given by use of the Customer's PIN, password or mobile phone number; and any other identification number/code.
 - 1.9.2 acting in good faith on any instructions received by the Bank;
 - 1.9.3 error, default, delay or inability of the Bank to act on all or any of the instructions;
 - 1.9.4 loss of any information/instructions in transmission;
 - 1.9.5 unauthorized access by any other person to any information/instructions given by the Customer or breach of confidentiality;
- 1.10 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 any use of the Customer's PIN or access password 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, NIC Life saving, NIC Sikshya Kosh) 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..

Authorized Signature/ies