

Terms and Conditions of use of Janata Bank Nepal Limited Internet /SMS Banking Facility, agreed between Janata Bank Nepal Limited (“the Bank”) and the Customer.

Whereas, the customer has applied to the Bank to avail the Internet/SMS banking facility (“the service”) being offered by it and the Bank has determined the customer to be eligible to use the service, the two parties have agreed to offer and use the said service in accordance with the terms and conditions laid down hereunder.

Customer undertakings:

By applying for the use of internet/SMS banking services and agreeing to the terms and conditions of its use, the customer understands that he/she, among others:

1. Represents that the information provided by the customer to the bank in relation to the service is true, complete, relevant and up-to-date.
2. Agrees that the services are for the sole and exclusive use by the customer and understands that the Bank shall not be liable for any transaction allegedly performed by a third party whether the same becomes possible because of accidental, negligent or unauthorized disclosure of the username and the password by the customer or otherwise. The Bank shall not be under any obligation to verify the actual identity of the person making such instructions by using the customer’s username and password, and it shall be presumed to be acting in good faith and with due care as long as the user name and password match each other.
3. Agrees that he/she shall not let any other person to use the services for any purpose and any obligations arising out of such authorizations, or such use by any third party even without authorization by the customer, shall be his/hers.
4. Shall not hold the bank liable for any loss arising out of transactions performed on the basis of prices and information provided on the internet site, such information being only for reference purposes.
5. Agrees not to hold the Bank liable for any time lag between his/her instructions for a banking transaction made by use of the facility, nor shall he/she hold the bank liable for any non execution of instructions by the bank without assigning any reasons. Any instructions made online may not be withdrawn by the customer unless with the consent of the Bank and shall be irrevocably binding on the customer if by the time the customer approaches the Bank for rescinding such instructions the Bank has already acted upon it in good faith.
6. Agrees to follow the guidance provided by the Bank on-line to log onto the service by entering his/her username and password, which shall be their online identification. The customer further agrees that any instructions received by the bank by use of his/her username and password shall be treated as genuine instructions from the customer and the customer shall be solely liable for any obligations arising out of the same. The customer may change the password at any time but the same shall be effective only if accepted by the Bank.
7. Understands that the information about any account or transaction made available online is only for reference purposes and any inconsistency between the information so made available and the information in the Bank’s records shall be resolved in favor of the Bank’s records, unless the contrary is established.
8. Understands that the Bank shall not be liable for any cyber crimes such as hacking etc nor shall it be liable for any unauthorized transactions carried out by using illegal and fraudulent methods.
10. Agrees that the Bank is authorized to share information with any other person or entity including its third party agents as and when necessary in accordance with the prevailing laws.
11. Understands that the Bank does not warrant or represent that services being offered and the information available online are free from virus or other destructive features which may adversely affect the customer’s hardware, software or equipment.
12. In case of limited/partnership companies, confirms that all

transactions are adequately authorized by respective Board of Directors of the company. Accordingly the Board’s resolution submitted to the bank while opening this account does not prohibit such transactions.

Limitation of Bank Liability:

The Bank shall not be liable for any of the following –

1. Any unauthorized use of the customer’s username and password or for any fraudulent or erroneous instructions received, 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.
2. Any compliance in good faith with the instruction received from the customer’s username and password.
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 or data in transmission or any breach of confidentiality because of unauthorized access into the system by an unauthorized agent.
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, or for system failures at any time.

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 with proper username 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 username and password at all times from unauthorized use.

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/it has read the terms and conditions contained above and agrees to be bound by the same by putting his/her/its signature/seal below:



Janata Bank Nepal Ltd.
जनता बैंक नेपाल लिमिटेड

INTERNET/SMS BANKING APPLICATION FORM

The Manager,

Janata Bank Nepal Limited

..... Branch

Dear Sir,

Please provide me/us the following services;

Please tick as appropriate:

<input type="checkbox"/>	Internet Banking	<input type="checkbox"/>	SMS Banking
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Full name of customer :																
Account Branch :																
Address :																
Date of Birth:	B.S.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	A.D.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Account Number (s) :	<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"/>
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Email Address :														
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Mobile number (to be used for SMS Banking):														
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I/We hereby agree to the terms and conditions of the agreement printed on the back.

Applicant's Signature

Name:

Date:

FOR BANK'S USE ONLY

Facility provided

Prepared

Approved By