

## Terms & Conditions for TDBL i-Banking/Mobile/SMS Banking

**Tourism Development Bank Limited (TDBL)**, 'The Bank' shall provide subject to terms and conditions set out herein, online services / facilities ('Services') through Bank's website – [www.tdbl.com.np/Mobile/SMS](http://www.tdbl.com.np/Mobile/SMS) to enable customers to communicate with the Bank and carry out following banking services/activities:

**Account Summary, Account Details, Account Activity, Electronic Fund Transfer, Bill/Merchant Payments, Statement Request, Cheque Status Inquiry, Cheque Book Request, Forex Rate Inquiry, Bulletins/News, Transaction Alerts, and Access of Transaction Log Report.**

1. The Bank reserves the right to determine and change from time to time the scope, timing and type of the services to be made available.
2. The User must be a customer of the Bank and maintain an account at a branch of the Bank.
3. By registering to use the Services, the customer warrants that all information provided by the customer to Bank in relation to the services is true, complete, relevant and up-to-date.
4. The services are for the sole and exclusive use by the customer authorized to do so by the Bank.
5. The customer shall not use or knowingly allow any other person to use the Services, the information and/or the reports contained in the internet site for and/or in connection with any illegal purpose or activity. The customer shall notify the Bank immediately if s/he becomes aware of such use. Bank will not be liable for any of the transactions allegedly performed by a third party.
6. Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the internet site or otherwise in response to an online inquiry is for reference only and is not binding.
7. The customer acknowledges that there may be a time lag in transmission of instructions, information or communication via the Internet/ SMS/Mobile for which the bank shall not be held liable.
8. 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') or PIN code (SMS/Mobile Banking) for identifying the customer for the purposes of the services.
9. The online customer may change the password at any time but user name cannot be changed. Whereas, mobile banking customers may change the PIN code anytime but they can't change the mobile number.
10. Customer must keep user name and related password/ PIN code confidential. At no time and under no circumstances shall the customer disclose the user name and/or the password/ PIN code to any other person.
11. The customer shall be fully responsible for any accidental / negligent and/or unauthorized disclosure of the user name and/or the password/PIN code to any other person and shall bear the risks of the user name and/or the password/ PIN code being used by unauthorized persons or for unauthorized purposes or transactions.
12. The customer is required to quote the user name and the password/ PIN code in order to log-on to the services and give instructions to the Bank online. Instructions in connection with the services must be given in the manner that is acceptable to the Bank. Instruction shall not be executed if given in the manner not acceptable to the Bank and Bank shall not be held liable for the consequences arising out of non execution of such instruction.

**13.** Any instruction given in connection with the services by the customer may not be rescinded or withdrawn. All such Instructions given, as understood and acted on by the Banking good faith, shall be irrevocable and binding on Application received on: the customer whether given by the customer or by any other person using the related user name and password. The Bank shall be under no duty to 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/ PIN code of the customer.

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

**15.** Advice or confirmation that an instruction has been received and/or a transaction has been effected through the services will be provided by the Bank online. 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 an advice or confirmation within the time usually required for a similar advice or confirmation to be received.

**16.** Bank insures the customer for the access of online i-Banking/Mobile/SMS Banking all the time but in rare case of system failure due to which customer will not access his account via iBanking/Mobile/SMS Banking or error will occur while responding or perform unsuccessful transactions. The bank shall inform about such incidents by mail/email or shall publish a notice on website/newspaper/broadcasting channel and settlement of customer unsuccessful transactions shall be finalized within a week.

**17.** Bank won't guarantee for Unsuccessful of customer transactions and access due to the misunderstanding or lack of proper instruction or usage from customer side.

**18.** Information relating to any account or transaction made available on the website are for reference only. The Bank's records of such account and transaction shall be conclusive unless and until the contrary is established.

**19.** 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. Similarly, if mobile is lost or stolen then customer needs to inform the Bank immediately. The Bank will not be liable, in case of unauthorized access of the lost or stolen mobile PIN code and its transactions.

**20.** 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 notice to the customer. The Bank shall determine and notify the customer of the rate of any fee from time to time, which shall be binding on the customer. 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/SMS/Mobile Banking facilities.

**21.** The customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Services.

**20.** The Bank is automatically authorized to share the information with any other person/entity, including its third party agents for the purpose of internet banking/mobile banking as and when necessary according to existing law.

**22.** The customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the services or any Internet Site/Mobile or any software comprised in them.

**23.** 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 property of the Bank and the respective information providers. Unless expressly permitted by these terms and conditions, the customer shall not, and shall not attempt to:

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.

**24.** The customer agrees that all right, title and interest 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, title or interest.

**25.** 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 neither supplied by any information provider nor assume any duty to check or verify any Information. The Bank does not accept responsibility for the legality, validity, completeness, effectiveness, adequacy or enforceability of the data therein.

**26.** 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.

**27.** 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/Mobile 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.

**28.** The Bank may, at any time, without giving notice or reason can suspend or terminate all or any of the services or their use by the customer.

**29.** The customer may terminate the use of the services at any time by giving to the Bank prior written notice of a seven days or reasonable period.

**30.** The Services shall cease to be valid 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 – provided it comes to the knowledge of bank or notified.

iii. The User (s) authority to operate the Designated Account is terminated, which is advised to the bank.;

iv. The Bank requests to stop the use Internet Banking/Mobile Banking Facilities.

v. Customer / user are blacklisted and / or default on a loan or other similar obligation.

vi. Customer / user fails to maintain the minimum balance as stipulated from time to time.

vii. Customer / user are creating illegal activities in the transaction/ Services.

**31.** 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 the Services on or after the effective date of variation.

**32.** Communications delivered personally, sent by post, facsimile transmission, telex, email or SMS shall be deemed to have been received by the customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the customer to the Bank. Communications sent by the customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

**33.** Each of the provisions of these terms and conditions is severable 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 or enforceability of the remaining provisions shall not be affected in any way.

**34.** All the customers shall be bound by these terms and conditions and be jointly and severally liable for all the transactions and dealings affected by using the Services.

**35.** Unless the context otherwise requires, ‘**person**’ includes an individual, firm, company, corporation and an unincorporated body of persons or any further amendments made to in terms & condition made by the Bank in future.

**36.** These Terms & Conditions will stand amended if law, government regulations or instructions issued regulatory bodies, necessitate such amendments.

**37.** The Services and these terms and conditions shall be governed by and construed in accordance with the laws of Nepal and the Bank and the customer submits to the non-exclusive jurisdiction of the Courts of Nepal.

**38.** The Bank will not be liable in case of (i) Disruption of Telephone Services (ii) Disruption Internet Services or damage/failure of any other kinds of communication methods.

I/We fully accept this above Terms & Conditions for **Internet Banking and Mobile/SMS Banking.**