

## Mobile Banking Service Application Form

I/We hereby request to provide Citizens Mobile Banking services in the name of the person(s) mentioned below to be operated through my/our below mentioned account:

First Name: <i>(Block Letters)</i>	<input type="text"/>
Middle Name <i>(Block Letters)</i>	<input type="text"/>
Last Name <i>(Block Letters)</i>	<input type="text"/>
Client Code	<input type="text"/>
Account 1	<input type="text"/>
Account 2	<input type="text"/>
Email	<input type="text"/>
Address	<input type="text"/>
Mobile No.	<input type="text"/>
Tel. No. (Res)	<input type="text"/>
Tel. No. (Off)	<input type="text"/>
Date Of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	DD                      MM                      YYYY

### Citizens Mobile Banking Facilities:

Please Select the Customer Type:

Individual or Joint A/C

Corporate or Company A/C

Please tick the required service below:

- A. Citizens SMS Banking Balance Inquiry (Scheme- I)** (Charge – NPR 100 p.a.)   
Inquiry (Balance, Mini statement), Request (cheque book, statement, stop cheque)
- B. Citizens SMS Banking with Alert (Scheme- II)** (Charge – NPR 100 p.a.)   
Inquiry (Balance, Mini statement), Request (cheque book, statement, stop cheque),  
Transaction alert.
- C. Citizens Normal M-Banking (Scheme-III)** (Charge – NPR 100 p.a.)   
Inquiry (Balance, Mini statement), Requests, Transaction alert, Utility bill payments,  
Merchant Payments, Fund Transfer to any account Within the bank.
- D. Citizens Limited M-Banking (Scheme-IV)** (Charge – NPR 100 p.a.)   
Inquiry (Balance, Mini statement), Request, Transaction alert, Utility bill payments,  
Merchant Payments, Fund Transfer (To designated 10 Accounts within the bank)

**Please provide the designated A/C details for Fund Transfer**

Account No.:

Account Name:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
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- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

**E. Citizens Advanced M-Banking (Scheme-V) (Charge – NPR 100 p.a.)**

Inquiry (Balance, Mini statement), Request, Utility bill payments, Merchant Payments, Fund Transfer (within the bank and to the member banks accounts and cash out/Withdrawals)

**F. Citizens Corporate M-Banking (Scheme-VI) (Charge – NPR 250 p.a.)**

Inquiry (Balance, Mini statement), Request (cheque book, statement, stop cheque), Transaction alert

**DECLARATION:**

I/We hereby agree that Citizens Bank International Limited reserves the right whether to accept or reject my/our application with you assigning any reason whatsoever. I/We also authorize Citizens Bank International Limited to verify any of the above information. I/We also, declare that information provided in this application is true and correct to the best of my/our knowledge. In case of misrepresentation and/or the information provided is proved to be wrong, I/We accept full responsibility of all the consequences. I/We have also read and understood the terms and conditions overleaf.

Signature of the Account Holder(s):

\_\_\_\_\_

Date:

DD                  MM                  YYYY

**FOR OFFICE USE ONLY**

Application & Signature Verified by: \_\_\_\_\_

Entered By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

Name: \_\_\_\_\_

# Terms and Conditions Governing SMS Banking Service Provided by Citizens Bank International Limited

1. Definitions, unless otherwise meant with reference to the subject or context, the following words and phrases in this document shall have the meanings as set below

a. "Bank" refers to Citizens Bank International Limited, a limited company operating banking business under prevailing laws of Nepal and having its registered office at Kamaladi, Kathmandu, Nepal.

b. "Customer" refers to a Customer of the Bank authorized to use the SMS Banking. In case the Customer is a minor, the guardian of such minor shall be permitted to use SMS Banking. C. "Person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

d. "Account(s)" refers to the Customer's bank account and/or credit card account and/or home loan account and/or automobile loan account and/or consumer durable loan account and/or any other type of account maintained with the Bank for operations through the use of SMS Banking

e. "Mobile Banking or M-Banking" refers to the SMS Banking service offered by the Bank which provides to the Customer the services such as balance enquiry, transaction details, account statement, transfer of funds and other services as the Bank may decide to provide from time to time. The availability/non-availability of a particular service shall be advised through email, web page of the Bank or written communication.

2. The Contract: The Terms and Conditions mentioned in this document together with the application made by the Customer and as accepted by the Bank shall form the Contract between the Customer and the Bank for SMS Banking.

3. Application for SMS Banking Service: The Customer shall apply to the Bank in the prescribed form for the use of SMS Banking. The Bank shall be entitled at its sole discretion to accept or reject such applications. For the purpose of availing SMS Banking, the Customer would need to have legal access to Mobile phone.

4. Precautions to Prevent Unauthorized Access: The Customer shall take all necessary precautions to prevent unauthorized and illegal use of SMS Banking.

5. Access to SMS Banking: The Customer would be provided with an SMS Banking secret access code (SMS PIN Code-4 digit secret number) by the Bank. As a safety measure, the Customer shall change the password as frequently thereafter as possible.

6. Password: The Customer unconditionally undertakes to have SMS Banking PIN of such number of letters/digits as may be notified by the Bank through SMS from time to time and ensure that the same is kept confidential and do not let any unauthorized person have access to the access code while the Customer is accessing the SMS Banking. In case the Customer forgets the SMS Banking password, the Customer may request for the issue of a new PIN by sending a written request to the Bank and this shall not be construed as the commencement of a new contract. The Customer agrees and acknowledges that the Bank shall in no way be held responsible or liable if the Customer incurs any loss as a result of information being disclosed by the Bank regarding his Account(s) or carrying the instruction of the Customer pursuant to the access of the SMS Banking and the Customer shall fully indemnify and hold harmless the Bank in respect of the same. The Customer shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake.

7. Eligibility:

- The Customer desirous of using the SMS Banking should both be the account holder and sole signatory and be authorized to act independently.
- In case of joint accounts, where the mode of operation is any one, all or any transactions arising from the use of the SMS Banking in the joint account shall be binding on all the joint account holders, jointly and severally. However, any account, where the mode of operation is joint, is not eligible for the SMS Banking.
- In case of minors account, the guardian cited in the account opening form will be eligible for the SMS Banking.

8. Charges: The Bank reserves the right to charge for the use of SMS banking services, amend them from time to time and recover such charges by debiting the a/c(s) of the customer.

9. Sufficient Balance: The Customer shall ensure that there are sufficient funds or prearranged credit facilities in the Account and the Bank shall not be liable for any consequences arising out of its inability to carry out the instructions due to inadequacy of funds and/or credit facilities provided always that the Bank shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the Customer and the Customer shall be responsible to repay with interest resulting overdraft, advance or credit thereby created and for all related to costs and charges.

10. Funds Transfer: The Bank will Endeavour to effect funds transfer transaction received through SMS Banking subject to availability of sufficient funds in the Account. The Customer shall not use or attempt to use the SMS Banking for funds transfer without sufficient funds in the relative Account or without a prearranged credit facilities with the Bank. The Bank shall specify from time to time the limit for carrying out various, kinds of funds transfer or any other services through SMS Banking. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its control.

11. Authority to the Bank: The Customer irrevocably and unconditionally authorizes the Bank to access all his/her Account(s) for effecting banking or other transactions performed by the Customer through the SMS Banking. The instructions of the Customer shall be effected only after authentication of the Customer in accordance with the prescribed procedure Clause 6 for SMS Banking; Bank shall have no obligation to verify the authenticity of any transaction received from the Customer other than by these means of verification. The SMSs received/sent by the Customer at the time of operation of the SMS Banking is a record of the operation by the Customer and shall be accepted as conclusive and binding for all purpose. All the records of the Bank generated by the transactions arising out of the use of the SMS Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction. While the Bank shall Endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying out the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. All the transactions arising through the use of the SMS Banking to operate a joint account shall be binding on all the joint account holders, jointly and severally.

12. Instructions: All instructions for operating the SMS Banking shall be given through SMS (Mobile) by the Customer in the manner indicated by the Bank. The Customer is also responsible for the accuracy and authenticity of the instructions provided to the Bank and the same shall be considered to be sufficient to operate the SMS Banking. The Bank shall not be required to independently verify the instructions; an instruction is effective unless countermanded by further instructions. The Bank shall have no liability if it does not or is unable to stop or prevent the implementation of the initial instruction. Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it deems fit. The Bank states that they have no liability or obligation to keep a record of the instructions to provide information to the Customer or for verifying Customer's instructions. The Bank may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the SMS Banking if it has reason to believe that the Customer's instructions will lead or expose to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the SMS Banking.

13. Accuracy of Information: The Customer is responsible for the correctness of information supplied to the Bank for use of the SMS Banking. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the Customer. If the Customer notices an error in the information supplied to the Bank either in the application form or any other communication, he shall immediately advise the Bank which will Endeavour to correct the error wherever possible on a "reasonable efforts" basis.

**14. Disclaimer of Liability :** (a) The Bank shall not be liable for any unauthorized transactions occurring through the SMS Banking and the Customer hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Customer is liable for payment of financial charges as decided by the Bank or is liable for the result by the suspension of the operations for illegal or improper use of SMS Banking.

(b) The Bank shall under no circumstance be held liable to the Customer if the SMS Banking is not available in the desired manner 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.

**15. Indemnity :** In consideration of the Bank providing the Customer the SMS Banking, the Customer shall indemnify and hold the Bank including both their officers, employees and agents indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank's execution of the Customer's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through SMS Banking for any action taken or omitted to be taken by the Bank, its officers, employees or agents, on the instructions of the Customer. The Customer will pay the Bank such amount as may be determined to be sufficient to indemnify it against any such loss or expenses even though they may not have arisen or are contingent in nature.

**16. Disclosure:** The Customer agrees that the Bank or their contractors may hold and process the Personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the SMS Banking as well as for analysis, credit scoring, marketing, fraud controlling agencies.

**17. Change of Terms and Condition:** The Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions of this contract at any time and will endeavor to give prior notice of 15 (fifteen) days for such changes wherever feasible. By using any new services as may be introduced by the Bank, the Customer shall be deemed to have accepted the changed terms and conditions.

**18. Non-Transferability:** The grant of SMS Banking to a Customer is not transferable under any circumstance and shall be used only by the Customer.

**19. Termination of SMS Banking:** The Customer may request for termination of the SMS Banking any time by giving a written notice of at least 15 days to the Bank. The termination shall take effect on the completion of the fifteenth day. The Customer will remain responsible for any transactions made through the SMS Banking until the time of such termination. The Bank may withdraw or terminate the SMS Banking anytime either entirely or with reference to a specific service or Customer; or in case of breach of Contract by the Customer without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the Customer. Clause 13 & 16 shall survive the termination of the SMS Banking for any reason whatsoever.

**20. Notices:** Notices under this contract may be given to the Customer through SMS or in writing by delivering them by hand or post to the last address given by the Customer. In addition, the Bank may also publish notices of general nature in a newspaper or on its web site located at [www.ctznbank.com](http://www.ctznbank.com) Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

**21. Applicability to Future Accounts:** If the Customer opens further Accounts with the Bank and the Bank extends the SMS Banking to such Accounts and the Customer opts for use thereof, then this Contract shall automatically apply to such further use of the SMS Banking by the Customer.

**22. General:** (a) The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. (b) The Bank may sub-contract and employ agents to carry out any of its obligations under this contract. SMS Banking service would be available to the Customers in certain cities only and during timings specified by the Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. (c) The Customer would have to ensure that the mobile he/she uses meets the criteria; all costs incurred by the Customer including telecommunication costs to use the SMS Banking would be borne by the Customer.

**23. Assignment:** The Bank shall be entitled to sell, assign securities or transfer the Bank's right and obligations here-under. Any such sale, assignment, securitization or transfer shall conclusively bind the customer and all other persons. The Customer, his/her, legal representatives, executors, administrators and successors are bound by the Contract. However, the Customer shall not be entitled to transfer or assign any of his rights and obligations hereunder.

**24. Right of Set-Off and Lien:** The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account(s) to the extent of all outstanding dues, whatsoever, arising as a result of the SMS Banking extended to and/ or used by the Customer.

**25. Proprietary Rights:** The software underlying the SMS Banking as well as other SMS related software which are required for accessing SMS Banking is the legal property of the respective vendors to which the Customer hereby acknowledges. The permission given by the Bank to access SMS Banking will not convey any proprietary or ownership rights in such software. The Customer shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying SMS Banking or create any derivative product based on the software,

**26. Governing Law:** This Contract and/or the operations in the Accounts of the Customer shall be governed by the laws of Nepal and directives issues by Nepal Rastra Bank from time to time.

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Customer's Signature