

Sunrise Bank Limited
Application for Internet-Banking Facility
Individuals

Date: _____

Dear Sir,

I/We hereby apply for Sunrise Bank Ltd. Internet-Banking facility to enable me/us to avail user access to my/our account(s) with you and carry out transactions through the use of Internet. In consideration of you providing me/us with this facility, I/we hereby agree to be bound by the Terms and Conditions stated overleaf, which I/we have read and understood.

My/Our account details are as follows:

Name: _____

Address: _____

Email: _____

Phone : _____ (Office) _____ (Home) _____ (Mobile)

Required Facilities:

Balance Enquiry Statement Interest Statement Fund Transfer Cheque Book Request

Transaction Limit (Maximum of NRs. 100,000/- per transaction)

Amount in figure: Transaction per day (Maximum of 5 transactions per day)

Amount in words: _____

Authorized Signature/s _____

I/We acknowledge receipt of User Name and Password of Sunrise Bank Limited Internet-Banking facility.

Signature: _____ Date: _____

For Bank's use only

Checked by

Name:

Date:

Approved by

Name:

Date:

Facility enabled by:

Name:

Signature:

Date:

User Id assigned:

Terms and Conditions for using Sunrise Bank Limited's Internet Banking facility:

The customer understands that this is a Banking facility provided by the Bank to its customer and agrees that the stated Banking facility 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 these terms and conditions that the customer agrees to abide by including all such terms and conditions stated in the application form submitted by the customer to the Bank during account opening time and other conditions the Bank 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 Bank.

Services:

The service provided by the Bank is online services to facilitate Banking transactions of the customer through an internet site established, operated and/or maintained by the Bank which the customer may avail through the website link www.sunrisebank.com.np. Under this facility, the customer may avail services namely Balance Enquiry, Statement, Interest Statement, Fund transfer and Cheque Book Request and other facilities the Bank may introduce from time to time.

Application for use of facility:

The application referred to at the outset of this agreement shall be treated as the original application made for use of the facility and the customer shall apply separately for any change or alteration or enhancement of the facilities. However, if the Bank makes changes in the facility without an application from the customer and the customer does not object to the changes or continues to use the facility, he/she shall be deemed to have consented to the changes.

Eligibility:

The customer intending to use this facility should be an account holder of the Bank.

The customer may be either a sole account operator of own account, or authorized person to operate the account of persons/firms or 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 transactions 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 be submitted to use the facility.

Customer's undertakings:

The customer, while applying for the use of internet Banking facility and agreeing to the terms and conditions of its use, hereby undertakes to the Bank and: Represents that the information provided by the customer to the Bank in relation to use or avail of the facility is true, accurate, complete, relevant and up-to-date.

Agrees that the customer shall not give 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.

Shall not hold the Bank liable/responsible 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.

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 whatsoever. 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.

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. The customer acknowledges and agrees the Bank shall act only upon the instruction given by the Customer through the internet by using the given User Name and Password and shall fully be responsible for any instruction, whether it is willfully or erroneously, given to the Bank during the use of facility.

Understands that to access the service for the first time, the customer is required to authenticate his identity online, accept all terms and conditions governing the use of the services and to provide such information as the Bank may specify to identify him/her and designate accounts approved by the Bank to be accessed by the customer to avail the services.

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, the Bank's record (hard copy) shall be deemed to be true and authenticated.

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.

Agrees that the Customer shall always provide to the Bank any additional information as the Bank may from time to time require for the purpose of providing such services.

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.

Understands and agrees that all rights title or interest in relation to the computer system/internet Banking facility (information/ any form/ formats/ selection/configuration/ presentations/trade secret/ etc) and the intellectual properties are reserved with the Bank and he/she shall not claim on the same.

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.

In case of limited/partnership companies, confirms that all transactions are adequately authorized by respective BOD of the company. Accordingly the Board resolution submitted to the Bank while opening this account does not prohibit such transactions.

Agrees that he/she shall be physically present at the Bank to request change of password in case the password is lost/confused/forgotten/stolen. No verbal or telephonic conversation shall be entertained.

Availability, Alterations, Authority and Disclosure:

The customer understands that while the Bank shall endeavor to make available all the possible services under Internet Banking facility, it is entirely upon the Bank 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.

In addition, any and all instructions made by anybody using the customer's username and password entered in the Bank's records shall be deemed to have arrived at the Bank from the customer and the Bank shall not be liable for any loss caused or confidentiality breached or any other obligation that may arise in any way even if the individual making such use of the facility turns out to be is not the customer.

The instruction of the customer shall be effective only after authentication of the Customer by means of verification of the User Name and valid password by the system. The verification process may be altered by the Bank 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 Bank to access his/her account to affect any Banking or other transaction/s through the use of Internet Banking facility. The Customer further authorizes the Bank to share account information with third party, if required, for the purpose of accepting /executing request of the customer.

Limitation/Disclaimer of the Bank:

The Bank shall not be liable/responsible 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 unauthorized person.
2. Provide information as per the instruction or complying with the instruction/s received from the customer's user name and password recorded/maintained/verified by the system of the Bank.
3. Any error, delay or inability on the Bank's part to comply with any of the instructions of the customer due to technical, operational, non-availing the facility of the Internet Service Provider or problem occurred in the Service provider or force majeure.
4. 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.
5. Any improper use of facility by the customer, whether knowingly or unknowingly, sharing the User Name and Password with any third person/party by the customer,
6. 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. Further, 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.
7. Failure from the part of customer to abide by any of terms and conditions contained herein and account opening form.

Fees and Modification:

The Bank shall from time to time charge such fees as it may deem fit 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 changes of which will be communicated either in writing or electronically or through any other feasible means as determined by the Bank, he/she shall have the option to discontinue the use of such services, failing which he/she shall be deemed to have consented to the changes.

The customer agrees to be bound by any modifications in these terms and conditions, which may be introduced at the sole discretion of the Bank. The Bank shall, at its sole discretion, endeavor to inform the customer of such changes through a prior notice which may be given to the customer through email or by posting the changes in the website or by giving a public notice. 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.

Indemnification:

The customer hereby unconditionally and irrevocably agree to indemnify and hold the Bank and its affiliates indemnified and harmless from any actions, demands, legal 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 through Internet Banking facility 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 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 Internet Banking facility at all times from unauthorized use.

Termination:

The customer may terminate the use of the facility by requesting the Bank for such termination by giving a reasonable notice 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 Bank 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 pressing necessity during which time such services may have to be suspended.

The closure of the account with the Bank, death of the user, termination of the user's authority to operate the designated account, failure of the customer to maintain a minimum balance with the Bank for using the facilities and/or if the customer is blacklisted and/or if the customer is a defaulter on loan or other similar obligations, among others, shall result in the termination of the facilities. This provision shall operate without prejudice to the Bank's absolute authority to terminate any service, by providing a reasonable notice.

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 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:

Name: _____

Authorized Signature: _____

Seal of the Institution (where applicable) _____

Date: _____