



## M<sup>o</sup>Banking /e-Banking Service Application Form

I/We hereby request Sunrise Bank Limited to provide Sunrise e-Banking and M-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"/>	
Customer ID	: <input type="text"/>	A/C Type:
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"/>
	DD	MM
		YYYY

### Sunrise M-Banking (SMS) Facilities:

- |                                                |                                                                           |
|------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Enquiries             | <input type="checkbox"/> Alerts                                           |
| <input type="checkbox"/> Utility/Bill Payments | <input type="checkbox"/> Fund Transfer (Please tick the preferred option) |
|                                                | <input type="radio"/> Any A/C Fund Transfer                               |
|                                                | <input type="radio"/> Designated A/C Fund Transfer                        |

Designated A/C details for Fund Transfer

Account No.:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Account Name:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

## Sunrise e-Banking Facilities:

Enquiries

Utility/Bill Payments

Fund Transfer (Please tick the preferred option)

Any A/C Fund Transfer

Designated A/C Fund Transfer

Designated A/C details for Fund Transfer

Account No.:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Account Name:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

### DECLARATION:

I/We hereby agree that Sunrise Bank Limited reserves the right whether to accept or reject my/our application with you assigning any reason whatsoever. I/We also authorize Sunrise Bank 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

## OFFICE USE ONLY

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

### Sunrise e-Banking:

### Sunrise M-Banking:

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

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

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

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

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

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

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

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

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

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

## Terms and Conditions for using Sunrise Bank Limited's M-Banking (SMS Banking)/e-Banking facility:

The Customer understands that this is a Banking facility provided by the Bank to the 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 the 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 constructed 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 services provided by the Bank is online services to facilitate Banking transactions of the customer through which the customer may avail through the website link [www.sunriseBank.com.np](http://www.sunriseBank.com.np) and through the use of SMS for M-Banking. Under this facility, the customer may avail services namely balance enquiry, 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. However, if the Bank makes changes in the facility without 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 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 the 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 e-Banking/M-Banking(SMS 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 relation to use or avail of the facility is true, accurate, complete, relevant and up to date. Agrees to send SMS to and from the customer's nominated mobile phone number and the Bank's designated number. However, the Bank shall not be liable for any loss or damage the customer may suffer as a result of any person other than the customer accessing the services. Agrees the use of PIN provides sufficient authorities for the Bank to process transactions to designated accounts. The Bank may act on this authority and is not obliged to make further enquiries. Agrees not to disclose the User ID/PIN to any other person and further agrees not to keep any record of the PIN in written or electronic form. Agrees to delete all SMS messages to and from the Bank. 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 transactions performed on the basis of prices and information provided in the internet site, such information being only for reference. 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 Bank. The customer acknowledges and agrees the Bank shall act only upon the instructions 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 transactions 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 required 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/e-Banking/M-Banking (SMS Banking) facility (information/anyform/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 service being offered and the information available online are free from virus or other destructive features which may adversely affect the customers hardware, software or equipment.

In case of limited/partnership companies, confirms that all transactions are adequately authorized by respectively 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 incase the password is lost/confused/forgotten/stolen. No verbal or telephonic conversation shall be entertained.

### **Availability, Alteration, Authority and Disclosure:**

The Customer understands that while the Bank shall endeavor to make available all the possible services under e-Banking/M-Banking(SMS Banking) Facility, it is entirely upon the Bank to decide at its sole discretion what services may be made available to the Customers 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 username 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 e-Banking/M-Banking (SMS 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.

### **Limitations/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 instructions and even if such instructions are receive because of intervention or penetration into the electronic system by an unauthorized person.
2. Provide information as per instruction or complying with the instruction/s received from the Customer's username and password recorded/maintain verify 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 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 username 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. 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 Bank shall debit the nominated account(s) designated by the Customer for all transactions initiated including fund transfers by using e-Banking/M-Banking. The Customer unconditionally and irrevocably authorizes the Bank to debit his/her nominated account(s) with the amount of transaction(s) and charges associated with the transactions effected through the use of the services.

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 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 e-Banking/M-Banking(SMS Banking) facility with proper user name 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 facilities or failure to protect the e-Banking/M-Banking (SMS Banking) facility at all time 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 the 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, date of the user, termination of the users authority to operate the designated account, failure of the Customer to maintain a minimum balance with the Bank for using the facility and/or if the Customer is blacklisted and/or if the Customer is a defaulter on loan or other similar obligation, 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 services, by providing a reasonable notice.

### **Applicable Law:**

Any dispute arising out of this contract shall be settled in accordance with the terms and condition 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 his/she has read the terms and condition contained above agree to be bound by the same by putting his/her signature below:

Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Seal of Institution: \_\_\_\_\_