

Terms and Conditions For Himal@net Internet Banking

These Terms and Conditions ("Terms") explain your responsibilities and obligations relating to services and information that you use or request From us, or we provide you, through HBL's Internet Banking, Himal@net

1. ABOUT THIS CONTRACT

1.1 In these Terms references to:

- "You", "Your" and "Yours" refer to you, our customer. Where more than one person is authorized to operate an account, every reference in these Terms to "you" is deemed to include each and all of the account holders and each and all of the persons authorized to operate the account, and all of you are jointly and severally liable under these Terms;
- "Our", "Ours", "Us" and "we" refer to Himalayan Bank Limited;
- "Services" refers to the services provided by us to you which is described in the Terms and by which you may access information and give us instructions in respect of certain of your accounts with us.
- "Terms" means these Terms and Conditions and any supplementary Terms and Conditions which we notify you of under Clause 13d below, as may be amended from time to time.
- "Contact" means the contract entered into between us and you when you accept the Terms in accordance with Clause 2a below.
- "Username/Internet Banking ID" is the unique identifier, by whatever name called, which is selected by you in connection with the services.
- "Password" includes all confidential passwords, phrases, codes, numbers or other forms of identification issued by you, which may be used to access Himal@net.
- "Memorable Word" means the unique randomly generated password issued by us and transmitted to you in a manner we deem fit to enable you to effect transactions which we deem to be high risk.
- "Security Device" means the security devices designated by us for use by you to generate Security Codes (one-time passwords) to access and transact Hima1@net services.
- "Security Code" means a one-time password generated by the Security Device.
- "Account" means the bank accounts with us that are associated with the Username/Internet Banking ID, Password and Security Device issued to you for the services;
- "HBL" means Himalayan Bank Limited and any of its branches;
- "Including" means including, without limitation to the generality of the surrounding words;
- "Information Provider" means a third party from whom we source information that we may provide to you as part of the services;
- "Instructions" is any request or instruction to us, which is issued through the use of one or more of the Username/Internet banking ID, Password, Memorable Word, Security Code and any other identifiers prescribed by us from time to time.

2. APPLICABLE TERMS

- a. The Terms may be accepted online by following the instructions set out on the relevant screen page. In addition you agree that any use of the services shall constitute your acceptance of the Terms.
- b. When you use the services, you must comply with these Terms and other applicable terms, including the terms relating to your account, the website from which you access the services and services that we source from other people. you must pay all the applicable fees, including our standard transaction fees.
- c. If these Terms contradict other applicable terms, these Terms will (in relation to your use of the services) override those other terms to the extent that there is a contradiction .
- d. Please carefully note your security duties set out in Clauses 3 and 10 below. If you breach any of your security duties you may be liable for transactions even if you did not authorize them.

3. YOUR SECURITY DUTIES

- a. You agree to comply with the Terms and follow the guidance and any security procedures mentioned in them and provided by us online.
- b. To use the services, you will need a unique identifier ("Username/Internet Banking ID"), a Password and a Security Device ("Security Device").
- c. It is your sole responsibility to apply to us for a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended .
- d. You agree to follow the guidance provided by us in designating the Username/Internet Banking ID, the Password , the Memorable Word, Security Code and any other authentication instructions from us to identify you .
- e. You may have change the Password at any time but any change shall be effective only if accepted by us.
- f. We use your Username/Internet Banking ID, Password, Memorable Word and/or Security Code to identify you. Clause 10 sets out your liabilities for everything that is done with your Username/Internet Banking ID , Password, Memorable Word and Security Code.
- g. You must keep your Password secret and secure at all times and exercise reasonable care and diligence to prevent unauthorized use of your Username/Internet Banking ID, Password, Memorable Word, Security Device and Security Code. At no time and under no circumstances shall you permit the Security Device to come into the possession or control of any other person(s) .
- h. Once you have logged on to the service, you must not leave the terminal or other device from which you have accessed the service at any time or let anyone else use it until you have logged off the service using the log off option. You will be responsible for ensuring that you have logged off the service at the end of any session.
- i. You must notify us immediately of any unauthorized access to the services or any unauthorized transaction or instruction that you know of or suspect or you suspect someone else knows your Username/Internet Banking ID, Password, Memorable Word , Security Device. You may do so in person or by calling the telephone number(s) listed on the website as we may from time to time prescribe. We may ask you to confirm in writing any details given. You must also change your Password immediately to a number of combination that you have not used before. Until the actual receipt of such notification, you shall remain responsible for any and all use of the services by unauthorized persons or for unauthorized purposes. We will need you to help the police and us in trying to recover any losses. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.
- j. we may have to ask you for your Username/Internet banking ID, but not your Password, in order to provide maintenance services to you. If you supply us with your Username/Internet Banking ID we will keep it secure. NEVER REVEAL YOUR PASSWORD TO ANYONE, not even an employee of the Bank.
- k. You agree that you are responsible for the performance and protection of any browser or Personal Computer used in connection with the service.
- l. You agree to check carefully your records of transactions and statements of accounts and inform us immediately of any discrepancy.

4. INSTRUCTIONS RELATING TO THE SERVICES

- a. You request and authorize us to (a) rely and act upon all apparently Valid instructions properly authorized by you, even if they may conflict with any other mandate given at any time concerning your accounts and (b) debit your accounts with any amounts we have paid or incurred with any instructions.
- b. An instruction will be considered as authenticated and accepted by us if it has been effected through the services using an appropriate Username/Internet Banking ID, Password, Memorable Word and/or Security Code and any other additional verification imposed by us, if applicable.
- c. When you send instructions in connection with the services using your Username/Internet Banking ID, Password and Security Code, the instructions cannot be changed or withdrawn without our consent. Instructions are binding on you as understood and acted on by us (or relevant members of HBL) in good faith.
- d. We reserve the right to decline your instructions or delay our response to any instructions while we verify your identity or details of the instructions. We may refuse to act on an instruction, for example is .a transaction exceeds a particular value or other limit, or if we know of or suspect a breach of security.
- e. Where we know of or suspect a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of your accounts or the services generally, we may, at our absolute discretion and without any liability, refuse to act on or delay acting on the instruction and in that event, we will, to the extent possible, inform you as soon as practicable.
- f. We are not liable for any failure, delay or other shortcomings by any third party with whom you have accounts or otherwise when they are executing our instructions to them where the incident is beyond our control.
- g. We may suspend any service provided to you without notice when we consider it necessary or advisable to do so, for example to protect you when there is a suspected break of security or we need to suspend the service for unanticipated maintenance or other emergency or contingency reasons.
- h. Interruptions can occur to computer systems. You acknowledge that instructions sent via the internet may not reach us. We shall have no liability in relation to any instructions sent to us that we do not receive for any reason beyond our control.

5. YOUR INFORMATION

- a. You must provide information that we reasonably request to enable us to provide the services. If you do not provide the information we request, we may not be able to provide all of the services to you. You must ensure that information you provide to us in relation to the service is true, complete and up-to-date.
- b. You acknowledge and agree that we will use, store and transfer (whether within or outside Nepal) and/or exchange your details and information to or with, all such persons as we consider necessary. This includes but is not limited to any member of Himalayan Bank for any and all purposes in connection with such service and/or for the purpose of promoting, improving and-furthering the provision of other financial services by us to you generally, and/or any other purposes and to such persons as may be in accordance with our general policy on disclosure of information as set out in statements, circulars, notices or other terms and conditions made available by us to you from time to time.
- c. Without prejudice to the above, you acknowledge that, where we consider it necessary or appropriate, we may transfer any such details or information to any service provider (whether situated in or outside Nepal), under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on our behalf to you (including third party service providers, sales and telemarketing ,agencies).
- d. You agree and acknowledge that overseas service providers may be required by law to disclose information received from us to third parties. Such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences. (AML)

6. PROHIBITED USES OF THE SERVICES

- a. You must not use the services for, or in connection with, any illegal purpose or activity. You must notify us as soon as possible if you become aware that the services are being used for, or in connection with, an illegal purpose or activity.
- b. You must not (and must not attempt to) tamper or interfere in any way with any part of the services (including any internet site, Security Device or any software relating to us or services). You must not (and must not attempt to) access anything relating to the services (including any internet site or any software relating to us or the services that we do not intend you to access), including anything protected, except with your Username/Internet Banking ID, Password, Memorable Word and/or Security Code.

7. COPYRIGHTS, TRADEMARKS AND COPYING MATERIALS

- a. Please note that HBL and our Laxmi logo are registered trademarks.
- b. We have a license for, or own all copyrights for our internet website through which you access the service and all trademarks and other materials used on it.
- c. You acknowledge that information provided in connection with the services ("Confidential Information") is confidential to us and any relevant Information Provider. You must not in any way (and must not attempt to):
 - i. Disclose (except to the extent you are required to do so by law), download (other than as reasonably required to use the services), copy or commercially exploit any Confidential Information.
 - ii. Remove or alter any proprietary marking, including any trademark or copyright notice, in or on the Confidential Information; or
 - iii. Incorporate or combine the Confidential Information with any other information or programme.
- d. You acknowledge that you have no right (and will not acquire any), title or interest in or relating to the Confidential Information or any related copyright, patent, trademark, service mark, proprietary property, trade secret or exclusive work. You must not make any representation or do anything that could be taken to indicate that you have such a right, title or interest.
- e. Note that nobody may use any part of our internet Website on any other Website , or link any other Website to our internet Website without our prior written consent.

8. ACCURACY OF INFORMATION

- a. Information provided to you as part of the services is for your reference only and is not binding on us, HBL or any relevant Information Providers. You acknowledge that the information provided to you as part of the services may not be accurate. It is your sole responsibility to seek appropriate verification of any information you use, and to seek independent professional advice on the financial , legal and tax implications of your decisions.
- b. If there is any inconsistency between our internal records, and information relating to your account or your use of the services that is provided as part of the services, our internal records will prevail in the absence of evidence to the contrary.

9. EXCLUSION OF WARRANTIES AND LIMITATION OF OUR LIABILITY

- a. Subject to Clause 10, and to the maximum extent permitted by applicable law:
 - i. we, the HBL and the Information Providers give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the services, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and no-infringement; and
 - ii. in no event will we, the HBL or any Information Providers be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages.
- b. Due to the nature of the services, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the services unless such loss or damage is directly and solely caused by our negligence or deliberate default.

10. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

- a. Unless you have acted fraudulently or with gross negligence, you will not be responsible for any direct loss suffered by you as a result of unauthorized transactions arising from or in connection with your use of the services.
- b. If you let any other person use any one or more of the following: i) your Username/Internet Banking ID, ii) your Password, iii) Memorable Word, iv) your Security Device and/or v) your Security Code; you are liable for all claims, losses and consequences arising from or in connection with all transactions made using the services by or with the consent of that person.
- c. If you have contributed to an unauthorized transaction, you may be liable for some or all of the loss resulting from the unauthorized transaction. Ways you can contribute to an unauthorized transaction include, but are not limited to, failing to take reasonable steps to observe any of your security duties referred to in these Terms and/or unreasonable delay in notifying us of an actual or possible disclosure to any other person of your Username/Internet Banking ID or Password or Memorable Word or Security Code and/or unauthorized use, control or loss of your Security Device.
- d. If you have reported as soon as reasonably practicable an actual or possible disclosure of your Username/Internet Banking ID or Password or Memorable Word or Security Code and/or unauthorized use, control or loss of your Security Device to us, you are not liable for loss occurring thereafter unless you have acted fraudulently or negligently.
- e. You are not liable for loss caused by:
 - i. fraudulent or negligent conduct by our employees or agents, or parties (including HBL and any relevant Information Provider) involved in the provision of the services;
 - ii. faults that occur in our systems, including the systems used to provide the services, unless the faults are obvious or advised by a notice or message;
 - iii. unauthorized transactions occurring before you have established a Username/Internet Banking ID and Password;
 - iv. loss or misplacement of funds caused by unauthorized transactions conducted through the use of the service as a result of a computer crime which should have been prevented by the risks control and management measures adopted by us;
 - v. any other transactions where it is reasonably clear that you could not have contributed to the loss.

11. SECURITY DEVICE

We will make all reasonable efforts to ensure that the Security Device provided to you will perform as necessary to permit access to the services as and when required. You must notify us immediately if any Security Device fails to function correctly and the only obligations that we have in respect of such Security Device is to replace the same with a new Security Device for a fee which we shall determine the rate at our discretion from time to time (charges shall be as per the Bank's approved schedule of fees and charges), except under the following conditions:

- a. Upon the defective Security Device being returned to us within 90 days of its date of issue; and
- b. If we are satisfied that there is no default or negligence on your part which results in or contributes to the Security Device's failure to function correctly. Other than as specified in this Clause 11 (a), we shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, we cannot be held liable for any loss or damages incurred or suffered by you arising from your failure to safe-keep and/or use the Security Device in accordance with our instructions and recommendations.

12. SECURE MAIL

- a. If we think this facility available to you, you may send us and we may send you secure-messages over the service through the "Email" function.
- b. If you send us a message we will aim to respond to you within two working days by email or by telephone as confirmation of receipt of your message. If this is not possible or we are not willing to answer your query or comply with your request within this timescale or at all we will aim to let you know this within two working days. On implementation we will send you a confirmation of the same. Please be aware that once you have sent a request we may not be able to reverse it before it is implemented.
- c. You must not send us messages:
 - i. in relation to matters for which there is a specific functionality on the services e.g. to notify us of a change to your address or to make a payment;
 - ii. which requires immediate attention (please telephone us instead);
 - iii. which are requests of a transactional nature e.g. share dealing or fund management instructions;
 - iv. reporting the loss or theft of cheques or credit cards (please telephone us instead);
 - v. which are offensive, frivolous or otherwise inappropriate;
 - vi. if you do so we may at our absolute discretion remove the "Email" facility or terminate our Contract in accordance with clause 13(g) below;
- d. Under no circumstances should any message sent by us be construed as an offer to provide a product or service to you on particular terms or at all.

13. FEES, SUPPLEMENTARY TERMS, CHANGES TO AND TERMINATION OF THE CONTRACT AND SERVICES

- a. We reserve the right to charge fees in relation to the use and/or termination of the services and to revise such fees. We shall determine and give reasonable notice to you of the rate of any fee from time to time before they become effective which shall be binding on you if you continue to maintain or use the services on or the effective date. Fees may be collected from you in such a manner and at such intervals as we may specify.
- b. You are liable for any telephone charges and any charges made by your Internet Service Provider as a result of the use by you of the services.
- c. You authorize us to debit any of your accounts with any charges for providing the services
- d. When we introduce new services under the services we may provide them on supplementary terms, which will be notified to

- you from time to time in accordance with these Terms.
- e. The site(s) or screens with which you access the services are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.
 - f. We reserve the right to change, revise or modify these Terms, the services and fees at any time, and you agree to be bound by all changes we make. We will give you at least 30 days notice of these changes. Notice of any changes to these Terms may be made by posting a notice on the service website, advertisement or such other means as we, acting reasonably, may determine. You can access the current version of these Terms from the service website.
 - g. We may, without giving you notice or reason, suspend or terminate all or any of the services or their use by you. You can request termination of your use of the services at any time by giving us written notice. Your termination will be effective when we disable the services.
 - h. Clauses 3, 5(a), 6, 9, 10, and any other provisions of these Terms that are intended to survive, will survive the suspension or termination of the services and will remain in full force and effect.
14. TERMS AND CONDITIONS GOVERNING BILL PAYMENT SERVICES
- a. We may provide bill payment services to enable you to pay bills issued by designated merchants (the "Merchants") to you and/or to third parties ("Bill Customers").
 - b. Customer's Warranties and Indemnity
 - i. You warrant that you shall be responsible for punctual payment of your own bills and the bills of any Bill Customer and shall pay any interest, charges and fees imposed by the relevant Merchant in connection with any late payment.
 - ii. Where you instruct us to pay any bill by debiting your account, you shall ensure that there are sufficient funds arranged credit available in the relevant account. We shall not be liable for any consequence arising from or in connection with any instructions not carried out by us due to insufficiency of funds and/or credit facilities. We may, however at our sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to you and you shall be fully responsible for any overdraft, advance or debit created as a result.
 - iii. You shall at all times indemnify us and our officers and employees, against all liabilities, claims, actions, proceedings, demands, losses." damages, costs, charges and expenses arising out of or in connection with the breach of any of the warranties given by you to us in connection with the Bill Payment Services.
 - c. Bank's Duty and Liability
 - i. We shall not be under any duty to ensure punctual payment of bills by you. Neither shall we be under any duty to monitor payment of bills or to notify any person of the late payment of any bill.
 - ii. We shall not be under any duty to keep records of all or any bill paid. You shall print out our acknowledgement page of bills paid if you wish to keep records.
 - d. Complaints concerning Bills Payments and Merchants, you shall resolve directly with the relevant Merchant and, where applicable, the relevant Bill Customer any query, complaint or dispute in connection with a bill payment made to that Merchant or in connection with that Merchant's website and/or other services, or issues relating to refunds claimed by you or due by the Merchant to you. We shall not be under any duty to assist in resolving any dispute including, without limitation, disputes concerning late payment of any bill and/or any interest, charges and fees imposed by the relevant Merchant.
15. USE OF BANK COMPUTING PROPERTY
- The provision of HBL's computing devices and/or terminals ("Computing Property") are for your use at branches, roadshows and other remote locations.
- By using or accessing any of the Computing Property, you agree to be bound by the following terms and conditions which we, at our sole discretion, may amend from time to time.
- a. You must not use the Computing Property for, or in connection with, any illegal purpose or activity. You must notify us as soon as possible if you become aware that the Computing Property is being used for, or in connection with, an illegal purpose or activity.
 - b. You are to abide by all applicable laws, statutes, including but not limited to the Electronic Transaction Act 2063 and the Copyright Act 2059.
 - c. Notwithstanding clauses (a) and (b) above, you may not engage in:
 - d. Obscene, objectionable material;
 - i. Obscene, objectionable material;
 - ii. Post or transmit information or software containing electronic worms, viruses or other harmful components;
 - iii. Break or attempt to break into computer systems;
 - iv. Persistently' send messages without cause or cause threat, harassment, embarrassment, inconvenience;
 - e. You shall not download, install or store any third party programmes.
 - f. You shall not copy, upload, post, publish, transmit, reproduce, distribute material that is copyright protected without obtaining permission from the copyright owner or rightsholder.
 - g. You should be aware that while we take all reasonable efforts to ensure that the Computing Property is operating properly and free from any viruses, spyware or any other malicious computing software to protect your privacy, usage of this Computing Property provided is entirely at your own risk and Username/Internet Banking ID, Passwords, Memorable Word, Security Codes and activities conducted via the Computing Property could be tracked and monitored by us and/or third party service providers.
 - h. We shall not be liable for any loss during the use of the Computing Property due to server or connection failures, errors, omissions, any third party network providers, browser providers, agents or their sub-contractors.
 - i. We reserve the right to prohibit anyone from using the Computing Property in the event of any breach or failure to observe any of the terms and conditions herein .
16. GENERAL
- a. Communications: Communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) 48 hours after posting if the address is in Kathmandu and seven days after posting if the address is outside Kathmandu or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by you to us. Communications sent by you to us are deemed to be delivered us on the day of actual receipt.
 - b. Malicious Computing Software: The services are accessed through the internet, which is a public system over which we have to control. It is therefore your duty to make sure the terminal or other device that you use (save for services accessed through HBL's Computing Property, the terms of which are set out in Clause 15 above) to access the services is free from and adequately protected against acquiring any malicious computing software ("Malware") which is any software that is developed for the

- purposes of; doing harm to a computer system or, infringing on your personal and private information. Malware includes but is not limited to viruses, spyware, adware, "Trojan horses" and other destructive or disruptive components.
- i. Due to the nature of the services, We will not be responsible for any loss of damage to your data, software, computer, telecommunications or other equipment caused by you using the services unless such loss or damage is directly and solely caused by our negligence or deliberate default.
 - c. Indemnity: By your access, use and/or continued use of these services Website, you signify your agreement to indemnify and to keep indemnified HBL, its directors, employees, nominees and against fully against all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) suffered or incurred by us including but not limited to in connection with or arising from:
 - i. your use of the services;
 - ii. any unauthorized instructions (including but not limited to, instructions from unauthorized person(s) and/or instructions transmitted due to unauthorized use of the Username/Internet Banking ID, Password, Memorable Word and/or Security Code and/or Security Device) that might be transmitted through Himal@net or any instructions which are incomplete, inaccurate or garbled ;
 - iii. the recovery of or any attempt to recover from you any monies due to us or the enforcement of any terms herein;
 - iv. any breach or non-observance of any of these Terms by you or by any other unauthorized person(s) using your Username/Internet Banking ID, Password, Memorable Word and Security Device;
 - v. where you knowingly or unknowingly download or install any Malware in the terminal or other device that you use to access the services;
 - vi. reliance on any information feeds (including but not limited to stock quotes and foreign exchange rates), materials, products or services owned or operated by third parties through any links made available via the service, nor are we liable for any failures, omissions, errors, disruptions or delays due to such information feeds owned or operated by such third parties.
 - d. Severability: If any of this agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement.
 - e. Waiver:
 - i. A waiver by us of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.
 - ii. A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.
 - iii. Our rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by law.
 - f. Benefits to HBL: You acknowledge that where these Terms confer a benefit on us, the benefit is also conferred on each member of the HBL and is enforceable by us or any member of HBL. These Terms may be amended by us without the need to obtain the consent of any members of HBL or any Information Providers.
 - g. Governing Law and Jurisdiction: The services and these Terms are governed by and must be construed in accordance with the laws of Nepal. The parties submit to the non-exclusive jurisdiction of the Courts of Nepal. These Terms may be enforced in the Courts of any competent jurisdiction.

I have read and understood the aforementioned terms and conditions related to Himal@net and agree to abide by the same. I further declare that all transactions shall remain legitimate and Himal@net shall not be used for the purpose of Money Laundering. If the bank comes to know or suspect that the account is being used to process any illegal proceeds, I shall have no objection if the bank blocks the account and report the fact to the concerned authorities.

Signature of the Customer

Date: