



लक्ष्मी बैंक लिमिटेड
Laxmi Bank Limited

**Application for
Mobile Money**

Date: ___ / ___ / 20___

Customer ID

Dear Sir/ Madam,

I request you to kindly provide me the Mobile Money service as details given below:

This application is for New Subscription Modification on existent Subscription

Customer Details:

Name: Mr / Ms / M/s / _____
First Name Middle Name Surname

Mobile No: **Email:** _____

Source Account No.:

I would like to make the payments to following destination accounts:

	Account Number	Account Names	Mobile Numbers	Short Codes
AC1	<input type="text"/>	_____	_____	<input type="text"/>
AC2	<input type="text"/>	_____	_____	<input type="text"/>
AC3	<input type="text"/>	_____	_____	<input type="text"/>
AC4	<input type="text"/>	_____	_____	<input type="text"/>
AC5	<input type="text"/>	_____	_____	<input type="text"/>
AC6	<input type="text"/>	_____	_____	<input type="text"/>
AC7	<input type="text"/>	_____	_____	<input type="text"/>
AC8	<input type="text"/>	_____	_____	<input type="text"/>
AC9	<input type="text"/>	_____	_____	<input type="text"/>
AC10	<input type="text"/>	_____	_____	<input type="text"/>

You can have maximum 10 destination accounts registered.

Authorised Signature

Bill Payment

I would like to register following number(s) for bill payment through Mobile Money service:

1. Telephone No./ Visa Card No.

2. Telephone No./ Visa Card No.

3. Telephone No./ Visa Card No.

4. Telephone No./ Visa Card No.

5. Telephone No./ Visa Card No.

6. Telephone No./ Visa Card No.

7. Telephone No./ Visa Card No.

8. Telephone No./ Visa Card No.

9. Telephone No./ Visa Card No.

10. Telephone No./ Visa Card No.

Authorisation

I would like to subscribe to Mobile Money service from your bank. Please debit my account for this subscription and other applicable fees. I assure you to place sufficient balance into the account at the time of fee payment. I hereby agree to bear the charges with execution of this standing instruction until this instruction is revoked by me in writing.

I have also read and understood the terms and conditions overleaf.

Authorised Signature

For Bank's Use Only

New Subscription

Modification on existent Subscription

Addition to the list of Peers

Addition to the list of Billers

Input By

Authorised By



लक्ष्मी बैंक लिमिटेड
Laxmi Bank Limited

Laxmi Bank Mobile Money - Terms & Conditions

Laxmi Bank ('the Bank') shall provide subject to Terms and Conditions set out herein, mobile payment facilities ('Services').

1. Definitions:

In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

1. Account shall mean bank account and/or credit card account and /or any other type of account so maintained by the Customer with the Bank or may be offered in future.
2. Customer shall mean a customer of the Bank or any person who has applied for the Services.
3. Mobile Payment Services: include but not limited to transfer of funds from source account to destination account, bill payments (Nepal Telecom mobile post-paid, pre-paid, PSTN lines and Laxmi Bank Credit Card or) etc and any other payments that may be added in future.
4. Source Account: Customer account maintained with the Bank. Customer instruction(s) for mobile payment facilities shall be debited to source account in settlement. Mobile payment service is available only on account which you designate as source account.
5. Destination Account: Account of beneficiary maintained with the Bank and where fund is transferred to.
6. Mobile Number shall mean the number specified by the Customer for the purpose of availing the Services.
7. PIN means personal identification number which is unique and generated randomly by the Bank's system. This is a confidential password used for authorized access to and use of the services. (also see the section headed "PIN" below).
8. Service Provider shall mean an entity that provides services to other entities, individual etc.
9. Nepal Telecom is a service provider and/or mobile network operator.

2. Applicability of Terms and Conditions

These terms and conditions together with the application made by the Customer and as accepted by the Bank shall form the contract between the Customer and the Bank, and shall be further subject to such terms as the Bank may agree with the other service providers.

3. Application

The Customer shall apply to the Bank for use of the Services as per the prescribed format of the Bank.

4. Eligible Customer

The Customer desirous of using the Services should be either a sole Account holder or authorized to act independently. In case of joint accounts, the written mandate of other account holders authorizing the Customer to use the services

Not all Mobile devices will be capable of accessing the Services. The bank shall not be responsible if the Customer cannot access the services on account of inability of the Customers's Mobile device, or for any loss or damage to the Customer's Mobile device resulting from use or attempted access or use of the Services.

5. Short Message Service (SMS)

SMS will be used as a mode of communications for the Services. The SMS will be sent to and from the Customer's nominated mobile phone number and the Bank's designated number (2002). 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 SMS with respect to the Services.

6. PIN

The customer acknowledges that use of PIN provides sufficient authority for the Bank to process transactions on designated accounts. The Bank may act on this authority and is not obliged to make further enquiries.

Further, the Customer acknowledges that SMS is not the safest mode of communication due to its inherent risks and dependence on Service Providers. Therefore, the Customer shall protect themselves by taking following control measures:

The Customer must:

- not keep any record of your PIN, in written or electronic form;
- not write it down;
- not disclose the PIN, or allow it to become known to any person, including family members or those in apparent authority, including the Bank staff;
- not negligently or recklessly disclose it. For example, failing to take reasonable care when keying it in to prevent others from identifying it;
- not leave the Mobile device unattended
- delete all SMS messages to and from Bank
- lock the Mobile device or take other steps necessary to stop unauthorised use of the Services; and notify the Bank immediately if the Mobile device is lost or stolen, or if the Mobile number is changed.
- take any and all other action necessary and desirable to prevent unauthorized access to the Services.

The PIN that the Customer selects must not be easily identifiable or guessed or based on easily accessible personal data (such as sequential numbers, birth months, telephone numbers etc.).

If the PIN has or may have been disclosed, the Customer must change it immediately. The Bank encourages the Customer to change the PIN on a regular basis..

7. Availability & Disclosure

The Bank shall endeavor to provide to the Customer, such services as the Bank may decide from time to time. The Bank may also make additions / deletions to the Services at its sole discretion. The Bank reserves the right to offer the Services for those Customers who are using the specific mobile network operator(s) only. Access of the Customer to the Services shall be restricted the designated Mobile Phone Number only.

Instructions of the Customer shall be effected only after authentication of the Customer by means of verification of the Mobile Phone Number and the allotted PIN or through any other mode of verification as may be stipulated at the discretion of the Bank.

The Bank shall not be responsible for the delay in carrying out the instructions due to any reason beyond its control whatsoever including failure of third party service provider, operational system or due to any requirement of law.



8. Authority to the Bank

The Customer irrevocably and unconditionally authorizes the Bank to access all his Accounts for effecting Mobile Payment. The Customer further authorizes the Bank to share the Account information with third parties if necessary, for the purpose of accepting / executing request of the Customers.

9 Records

All records of the Bank generated by the transactions arising out of use of the services, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to the Bank.

10 Instructions

All instructions for availing the Services shall be provided through the Mobile Phone Number in the manner indicated by the Bank. The Customer is responsible for accuracy and authenticity of the instructions provided to the Bank and the same shall be considered to be sufficient for availing of the Services.

11 Disclaimer of Liability

The Bank shall not be responsible for any failure on the part of the Customer to utilise the services due to the Customer not being within the geographical range within which the Services are offered. If the Customer has reasons to believe that his Mobile Phone Number is / has been allotted to another person and / or there has been an unauthorised transaction in his account and / or his mobile phone is lost, he shall immediately inform the Bank.

The Customer agrees that Bank shall not be liable if

- a) the Customer knowingly or unknowingly shares the PIN with third parties, which may result in improper use of the services
- b) the Customer has breached any of the terms and conditions herein
- c) the Customer has contributed to or the loss as a result of failure on the part of the Customer to advise Bank within a reasonable time about unauthorised access or erroneous transactions in the Account
- d) as a result of failure on the part of the Customer to advise the Bank of a change in or termination of the Customer's Mobile Phone Number.

The Customer agrees that the access to the services shall be only through the Mobile Phone Number and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer. Under no circumstance, the Bank shall be held liable if the Services are not available for reasons including but not limited to natural calamities, legal restraints, error & omission by the mobile network provider, network failure, third party service provider or any other reason beyond the control of the Bank. The Bank shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the services shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the services to the Customer.

12 Indemnity

In consideration of the Bank providing the services, the Customer agrees to indemnify and keep safe, harmless and indemnify the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever the Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by use of the services.

The Customer holds the Bank, harmless against any loss incurred by the Customer due to failure to provide the Services or any delay in providing the services due to any failure or discrepancy on part of the mobile network provider.

The Customer agrees to indemnify and hold the Bank harmless for any losses occurring as a result of:

- a) the Customer permitting any third parties to use the services
- b) the Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone.

11 Fees

The Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the services with or without prior notice to the Customer.

The Customer may also incur charges to the mobile network operator as a result of using the Services. Any such charges are solely the Customer's responsibility.

13 Modification

The Bank has the absolute discretion to amend or supplement any of the terms and conditions at any time and such amended terms and conditions will thereupon apply to and be binding on the Customer.

14 Termination

The Customer may request for termination of the services any time by giving a written notice to the Bank. The Customer will remain responsible for any transactions made through his Mobile Phone Number prior to the time of such cancellation of services.

The Bank may, at its discretion, withdraw temporarily or terminate the services, either wholly or in part, at any time without giving prior notice to the Customer. The Bank may, without prior notice, suspend the services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the services. The Bank may or may not give a reasonable notice for withdrawal or termination of the services.

The closure of Accounts of the Customer will automatically terminate the services. The Bank may suspend or terminate services without prior notice if the Customer has breached these terms and conditions or if the Bank learns of the death, bankruptcy or lack of legal capacity of the customer or any other situation as the Bank may deem fit.