

APPLICATION FORM FOR TELE-BANKING FACILITIES

Date: DD-MM-YYYY

TO:

The Branch Manager,
 Bank of Bhutan Limited,

(Branch Name).

(PLEASE COMPLETE THE FORM IN CAPITAL BLOCK LETTERS SO THAT YOUR INSTRUCTIONS ARE EASY TO READ)

Applicant's Name: With Salutation (Lyonpo/Dasho/Dr./Mr./Mrs./....)			
Date of Birth:		Nationality:	
Gender: (Tick One)	Male	Female	Citizenship/ Passport/ Work Permit No:
Permanent Address		Present Address: Full official Address for correspondence	
Village: Geog: Dungkhag Dzongkhag			
Telephone (O):		E-mail :	
Telephone (R):		Mobile No:	
My Account Types	Account Numbers (Please fill in all the possible nos)		
Savings Account No.	1.	2.	3.
Current Deposit No.	1.	2.	3.
Over Draft	1.	2.	3.
Fixed/ Recurring Deposit No.	1.	2.	3.
Loans	1.	2.	3.
Others	1.	2.	3.
	4.	5.	6.
Security Question List			
1.	Place of birth		
2.	What is your favourite sports team?		
3.	What is your favourite place to visit?		
4.	What is the name of your favourite movie?		
5.	What is your mother's name?		
*** Please note that for the purpose of identification we will ask for three or more of the above information when receiving telephone instructions ***			
General Conditions:		Declaration:	
1. Each joint account holder desirous of availing the service shall use a separate application form. 2. The account number and customer details should be as per the record maintained by the BoBL. 3. Transaction rights are strictly as per mode of operation registered in BoBL records. 4. The Contact Center Services is provided only in case of single and either or survivor type of joint accounts.		I hereby declare that I have read and understood the document containing the "Terms & Conditions" and "disclaimer" governing Bank of Bhutan's Contact Center Services as provided in the overleaf and Bank's Website - www.bob.bt and hence I accept the same. Further, I also agree that the services and requests executed in the above mentioned accounts through call center services under my account number shall be legally binding on me and I am responsible for maintenance of secrecy and confidentiality of the information passed on to me by the Bank through Internet/Mobile/Email/Telephone.	

Date:

SPECIMEN SIGNATURE

APPLICANT'S SIGNATURE

Affix Legal Stamp

FOR BRANCH OFFICE USE ONLY

Application Ref No.:

Customer ID _____

Signatures, account no. and names of the applicant/s verified and found correct as per the records of the BoBL. Recommended and per mitted for providing Tele banking services.

Date:

Branch Stamp

Signature of Officer (SS No.)

Signature of Branch in-charge

BANK OF BHUTAN TELE BANKING: TERMS AND CONDITIONS

These terms and conditions specify the rights and duties of a customer (you) and the BoBL (us) in connection with your use of the Tele Banking Service (Service). These terms and conditions are legally binding upon the customer. Therefore, it is important to read them carefully before you sign the application. The terms and conditions apply to the individual accounts that you may access while availing the service. If there is a conflict between the terms and conditions of this Agreement and any other relevant terms and conditions, these new terms and conditions shall prevail. These terms and conditions relate to:

1. Individual accounts in your sole name; and
2. Joint accounts but only if these may be operated by Either or Survivor.

By signing the form in these terms and conditions, you agree to be legally bound by the same. These terms and conditions are subject to change from time to time. Any changes shall be notified to you online/in writing.

CUSTOMER COMPLIANCE

The requirements as prescribed by BoBL for the purpose of due authentication shall be complied and confirmed by the customer. The customer hereby do agree to conform to the prescribed authentication procedure and security measures required for availing of balance enquiry or account instructions and shall undertake all reasonable measures to ensure that the personal details/ TPIN/ FTPIN are not revealed to any third party, whatsoever.

The various compliance in respect of customers is as follows: 1.

Herein after the Tele-Banking shall be called as **BOBCALL**

2. The Customer shall be allotted a 6 digit TPIN/FTPIN by the BoBL in the first instance. The user shall be required to change the TPIN/FTPIN assigned by BoBL on accessing the **BOBCALL** services for the first time. As a safety measure, the user shall change the TPIN/FTPIN as frequently as possible thereafter. In addition, BoBL may at its discretion advise the user to adopt such other means of authentication as it may deem fit.

3. The customer shall be bound by the instructions he/she has initiated in the **BOBCALL**, and the Bank does not have any liability when his/her instructions using the instructions are carried out. BoBL shall be deemed to have been duly authorized by the customer for carrying out the instructions of the customer on **BOBCALL**.

4. The customer understands and agrees that the transaction pin is for the purpose of authenticating the transaction and shall have same effect as the specimen signature of authorized signatory of the customer and the customer shall be bound by the transactions initiated by the use of transaction pin. .

5. In case the User forgets the Transaction Pin, a new Transaction Pin may be obtained from the BoBL based on the duly written request. Such replacements shall not be construed / deemed as the commencement of any new contract whatsoever. In such an event, the BoBL shall provide the new Transaction Pin within a reasonable period of time. However, till such time no transactions shall be effected. The BoBL may at its discretion levy charges for generation of new Transaction Pin.

6. The customers are totally responsible and shall exercise due diligence in respect of confidentiality/safekeeping/secretcy of the Transaction pin and User ID. If third party gains access to the service in the customer accounts, the customer shall be responsible the BoBL shall be indemnified against any liability, cost or damages arising out of claims or suits relating to such access and use.

7. The customer shall not attempt to access the information and other details stored with BoBL through any means other than the Tele-banking services provided. The customer shall also ensure that unauthorized persons do not access his/her/ their/its account(s). In case the third party succeeds in getting an order against the BoBL from the court, Forum, etc., due to violation of the above by the customer, then the customer agrees to indemnify the BoBL for the loss caused to the BoBL by such violation.

8. In case of accounts opened for and on behalf of minors, the natural guardian shall undertake to give all instructions relating to the operation of the account and further undertake not to reveal the personal information/ TPIN/FTPIN to the minor. In such an event, the transaction shall be deemed to have been undertaken by the guardian.

9. The BoBL 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 user's accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the **BOBCALL** service extended to and/or used by the customers/users.

NOTICE:

The method of giving notice by the BoBL and the customer are as under: 1. Electronically to the mail box of either party.

2. In writing by delivering them by hand/post/courier/fax/email to the last address given by the customer and in the case of BoBL to the Relationship Manager to whom the customers' account is linked or to the Branch/s where he/she is maintaining account.

3. Further, the BoBL may publish notice of general nature on its website, which is applicable to all customers. Such notices shall have the same effect as a notice serviced individually to each customer.

CHARGES

The BoBL reserves the right to charge and recover from the user, service charge for providing the **BOBCALL** service (including but not limited to the right of charging the user for the use of funds transfer). The user hereby authorizes BoBL to recover the service charge by debiting one of the Accounts of the user or by sending a bill to the user who shall be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by the BoBL in a manner as the BoBL may deem fit

along with such interest, if any, and/or suspension of the facility of **BOBCALL** without any liability to the BoBL.

OPERATING TIMES, CHANGES AND DISRUPTIONS

The Service shall usually be available for use at the times given in the User Guidance or at other times notified to you. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours. In connection with the Service, we are entitled at any time to:

1. Change the mode of operation; or
2. Add to, remove or otherwise change, end or suspend any of the facilities available; or end the Service.

If the BoBL decides to change or end the Service, the BoBL shall try to give you prior notice. The BoBL shall in no way be liable in case of such termination / end of service and / or for any loss caused / suffered in this regard.

EXCLUSIVITY CLAUSE:

The customer hereby agrees to use the Contact Center Services strictly for his/her/their/its internal use and not for any illegal purpose or in any manner inconsistent with the terms and conditions. The customer agrees not to use, distribute or dispose of any information obtained from the contact center in any manner that could compete with the business of BoBL or otherwise is against the interests of BoBL.

The customer agrees to notify BoBL in writing promptly upon becoming aware of any unauthorized access or use of the Contact center services by any party or any claim that contact center infringes upon any copyright, trademark or contractual, statutory or common law rights. The customer is allowed to make calls and obtain information in electronic mail box from the contact center on verification from the contact center employees and print individual pages on paper, photocopy and store such paper in an electronic form on desk for his/her/their/its exclusive personal use only. The customer further acknowledges that all the intellectual property provided by the contact center and the service provided continues to vest with BoBL and the customer shall not claim any right hereafter, whatsoever.

INDEMNITY/FORCE MAJUERE

The customer specifically agrees to hold BoBL harmless from any and all claims and agrees that BoBL shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, market regulation, war, strike, virus attack, equipment failure, communication line failure, system failure, data corruption, security failure, unauthorized access, theft or any problems technological or otherwise or other condition beyond BoBL's control, that might prevent the customer from entering or BoBL from executing an instruction, order or direction. Customer further agrees that customer will not be compensated by BoBL for the orders, instructions or directions which could not be executed.

CLOSURE OF ACCOUNT

The customer agrees that he/she/they/it shall be able to exercise the right to close the account(s) with BoBL, only if there is no obligation pending to be met by the customer towards BoBL.

RIGHTS RESERVED

The customer hereby acknowledges and agrees that any rights not expressed herein are reserved. The customer also agrees that the terms and conditions are subject to change from time to time and all the customers shall be automatically bound by such changes, irrespective of the time taken in displaying on the net. In the event of failure to intimate the same, the BoBL shall not be responsible for any action by the user whose authority has been revoked by the Customer.

CALL RECORDING

The customer hereby acknowledges and agrees that BoBL may record the voice and calls for quality, monitoring and training purpose, notwithstanding the termination of the **BOBCALL** Services. The termination of the services shall be without prejudice to any accrued right of BoBL.

SURVIVAL OF OBLIGATION

The duties of customers under these terms and conditions shall continue to be in full force and effect, notwithstanding the termination of the **BOBCALL** Services. The termination of the services shall be without prejudice to any accrued right of BoBL.

NON-TRANSFERABILITY

The facilities granted under **BOBCALL** services to customer/user are not transferable under any circumstances.

ARBITRATION

Any dispute arising between the parties hereto in connection with the validity, interpretation or implementation of the terms and conditions specified under this agreement, the matter shall be resolved mutually to the extent possible. If a mutual resolution is not possible, the matter shall be referred to Royal Court of Justice, Bhutan.

ACCOUNT CANCELLATION

In case the user closes the account with BoBL, the BoBL shall have the right to revoke such inactive TPIN/FTPIN.