

Dear Customer,

For your convenience, the key Terms and Conditions governing the usage and operations of BOBNET and mBoB are given below:

1. You can only use BOBNET/mBoB to transact in accounts which you are authorised to operate as a single signing authority.
2. You must follow the prescribed authentication procedures and security measures required for transactions.
3. You are responsible for all transactions carried out with your login ID and associated passwords. You, therefore, agree not to reveal your login/ transaction password to any other person (including other joint account holders and/ or beneficiaries) or entity through any medium.
4. BoB is not responsible for any loss resulting from your violation of the terms and conditions and/or your non-compliance with the prescribed operating procedures. You also agree to indemnify BoB for any loss caused to the Bank by such violation.
5. You agree and confirm that you will not use BOBNET/mBoB for any illegal/ unauthorised purpose or in any manner inconsistent with the terms and conditions.
6. You understand, agree and confirm that BoB does not guarantee the successful completion of all transactions. BoB is not responsible for loss caused by delay, failure or non-availability of BOBNET/mBoB services.
7. BoB reserves the right to specify/ modify charges for various facilities/ transactions available in BOBNET/mBoB and to debit the charges to your account at periodic intervals.
8. BoB reserves the right to add, change and/or alter these Terms and Conditions governing the use and operation of BOBNET/mBoB.

These terms and conditions specify the rights and duties of a customer (herein referred to as she for all genders) and the Bank of Bhutan Limited (herein referred to as BoB) in connection with use of the services. This document shall be treated as the Agreement and shall be legally binding signing the document. **It is therefore important for you to read them carefully before you sign.** The terms and conditions shall apply to all individual and company 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 a single signing authority;
3. Corporate account where the mode of operation is single.

#### GENERIC TERMS

1. The User desirous of availing BOBNET/mBoB shall either be the account holder and sole signatory or authorized to act independently in case of a joint or corporate account. The other joint account holders shall expressly agree with the arrangement and give their consent for: All transactions arising from the use of BOBNET/mBoB in the joint accounts shall be binding on all the joint account holders, jointly and severally. BoB shall in no way be liable for any loss/damage whatsoever that may be incurred or alleged to be incurred by the other joint holder in such an event.
2. In case of accounts opened for and on behalf of minors, the natural guardian shall undertake to operate the account by himself and further undertakes not to reveal the User ID, Password, M-PIN and T-PIN to the minor, which if done so will beat that account in case if the account is operated by the minor. The User is solely responsible for all transactions with the User ID and credentials allotted to him and the transactions are binding on the user.
3. BoB shall have the right to 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 BOBNET/mBoB service extended to and/or used by the customers/users.
4. BoB shall not be held responsible, if the system do not pass the transaction on the transaction date due to system problem and if the payment confirmation is successful in the confirmation page but transaction failed at backend.

#### CUSTOMER COMPLIANCE

1. I, hereby agree to conform to the prescribed authentication procedures and security measures required for transactions and shall undertake all reasonable measures to ensure that the login/transaction password is not revealed to any third party, whatsoever. If there is misuse of any facility or service which might lead to losing money from my account, it shall be my own liability, and the BoB shall not bear any losses whatsoever.
2. I shall be allotted User ID, Password, M-PIN and T-PIN wherever applicable by the BoB in the first instance. I shall be required to change Password, M-PIN and T-PIN assigned by BoB on accessing the **BOBNET/mBoB** for the first time.
3. I shall be bound by the instructions initiated in the BOBNET/mBoB, making it clear that BoB does not have any liability when I carry out transactions using my BOBNET/mBoB credentials.
4. I understand and agree that the T-PIN is for the purpose of authenticating the transaction and shall have same effect as my specimen signature/authorized signatory.
5. In case I forget the Password and/or PINs, new Password/PINs may be obtained from the BoB upon submission of Request Form or online through mBoB. Online reset is only applicable to mBoB service.
6. I am responsible for taking due care of my mobile phone, authorized e-mail ID, Password and PINs for safekeeping confidentiality and secrecy, and shall be fully responsible and shall indemnify the BoB against any liability, cost or damages arising out of claims or suits by such third parties based upon or relating to such access and use.

#### CHARGES

The BoB reserves the right to charge and recover from the user, service charge for providing the BOBNET/mBoB. The user hereby authorizes BoB to recover the mBoB monthly service charge by debit to one of the accounts of the user as below:-

Sl No.	Limit	Monthly mBoB Service Charges (Nu)
1	1 ≤ 100,000	10
2	1 ≤ 500,000	50
3	1 ≤ No Limit	100

#### 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. I, however accept, that routine maintenance requirements, excess demand on the systems and circumstances beyond BoB's control may mean it is not always possible for the service to be available during its normal operating hours. In connection with the Service, BoB shall at any time:

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

#### EXCLUSIVITY CLAUSE:

I, hereby agree to use the BOBNET, mBoB and USSD strictly for my internal use and not for any illegal purpose or in any manner inconsistent with the terms and conditions. I agree not to use, transfer, distribute or dispose of any information contained in BOBNET, mBoB and USSD in any manner that could compete with the business of BoB or otherwise is against the interests of BoB.

In addition, I agree to notify BoB in written promptly upon becoming aware of any unauthorized access. I, further acknowledge that all the intellectual property in BOBNET, mBoB and USSD, and the services provided continues to vest with BoB and I shall not claim any right hereafter.

#### INDEMNITY CLAUSE

I agree to hold BoB harmless from any and all claims and agree that BoB 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 on the internet, unauthorized access, hacking, theft or any problems technological or otherwise or other condition beyond BoB's control, that might prevent me from entering or BoB from executing an instruction, order or direction. I further agree that I shall not be compensated by BoB for the orders, instructions or directions which could not be executed.

#### CLOSURE OF ACCOUNT

I agree that I shall be able to exercise the right to close the account(s) with BoB, only if there is no obligation pending to be met by me towards BoB. However, I agree to meet all required formalities to close or deactivate my BOBNET/mBoB service.

#### DECLARATION OF BANKING FACILITIES LINKED WITH THE ACCOUNT

The facilities granted under **BOBNET/mBoB** to me are not transferable under any circumstances to any third party. I also agree to inform BoB in writing about any change in the constitution and/or signatories of the banking facilities linked to my BOBNET/mBoB account. If I fail to notify the same to BoB in writing, BoB shall not be responsible for any transactions carried out through BOBNET/mBoB and shall not be liable for any loss, actual or perceived, caused directly or indirectly, by such transactions.

#### RIGHTS RESERVED

I agree that the terms and conditions are subject to change from time to time. Any change shall be notified by BoB on its website. Such notice/s shall have the same effect as a notice served personally.

#### SURVIVAL OF OBLIGATION

My duties and obligations under these terms and conditions shall continue to be in full force and effect, notwithstanding the termination of the BOBNET/mBoB Services. The termination of the services shall be without prejudice to any accrued right of BoB.

#### ARBITRATION

In case of any dispute arising between the parties hereto in connection with the validity, interpretation or implementation of 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 I do not use the BOBNET/mBoB service for a period exceeding 90 days, the Bank shall have the right to revoke my BOBNET/mBoB service.

#### UTILITY PAYMENT & BULK UPLOAD:

The user shall upon making the utility payment or bulk upload, crosscheck/confirm their payment or upload from "Bill Pay View" and "Bulk File View" menu respectively in BOBNET banking as given in the user manual.