

	В	<b>7</b> B		
	BANK OF	BHUTAN		
	A <b>dh</b> i d	Company Date: D D M M Y Y Y Y		
	ACCOUNT OPENII	NG FORM (Retail)		
Please fill form in CAPITAL LETTERS only. All fields marked * are MANDATORY  Please Tick the appropriate Product				
This section to be fi	lled by the Bank official receiving t			
CIF Number:		Account Number:		
This section to be fi	lled by the customer			
Any other existing Bo	B Account Numbers:			
1/\//o		uld like to avail the following products from your Bank.		
SAVINGS	(Dublis) Without Change Back O	RECURRING		
_	(Public) - Without Cheque Book (Public) - With Cheque Book	<ul><li>i. Simple Recurring Deposit for Public</li><li>ii. Simple Recurring Deposit for Staff</li></ul>		
iii. Savings Account		iii. Recurring Deposit Plus for Public		
	(Staff) - Security Deposit	iv. Recurring Deposit Plus for Staff		
v. Savings Account	Ξ	v. Flexi Recurring Deposit for Public vi. Flexi Recurring Deposit for Staff		
vi. Young Saver				
vii. Young Saver Plus viii. Empower Savings		Installment Amount: Month/Year:		
viii. Limpower Savings	,	CURRENT (INDIVIDUAL)		
<b>Unique Account Num</b>	nber: (Please provide 8 digit no. of your choice)	i. CA - Public		
FOREIGN CURRENC		ii. CA - BoB Staff		
i. FC I Bhutanese	0	SAFE DEPOSIT VAULT		
ii. FC I Non-Bhutane	ese 🔘			
Currency (please tick	<b>()</b> :	i. Safe Deposit Vault (Locker)		
USD O AUD O EU	JR O CHF O Others O ()	ii. Safe Custody  (*A separate lease agreement to be signed to avail this service)		
*Account will be opene	d only in convertible currency			
FIXED DEPOSIT				
i. Fixed Deposit - Pub	lic ii. Fixed Deposit - Staff	iii. Fixed Deposit - MOD		
Fixed Amount:	Months/Years:			
Interest Payment	On Maturity O Annually O	Half Yearly Quarterly Monthly Q		
Frequency:	Credit Amount to Account No.			
	Close and Credit Amount to Ac	count no.:		
Instruction on Maturity of Deposit:	Renew Principal & Interest			
riduality of Depositi	Renew Principal Only			
Mode of Operation:	Single Jointly Eith	ner OR Survivor Anyone OR Survivor		
	1st Applicant Name:	A/c No.:		
For Jointly/	2 <sup>nd</sup> Applicant Name:	A/c No.:		
Either OR Survivor/ Anyone OR Survivor	3 <sup>rd</sup> Applicant Name:	A/c No.:		
.,	Ath Applicant Name:	Λ/c No:		



BANK OF BHUTAN  A dhi company  Channel Facilities (Please tick the required services):				
Terms & C	onditions			
<ol> <li>I/We agree to abide by Bank of Bhutan's rules in force from time to time.</li> <li>In case of any wrong credit in my/our account, I/We agree to repay the same to the rightful owner/the Bank.</li> <li>Bank reserves the right to lien note my/our account against the cheque/debit authority presented for payment to the Bank, recovery of non-performing assets, overdrawn accounts, disputed transaction, properties for seizure and court order.</li> </ol>				
Signature/Thumb Impr	ression of Applicant(s)			
ACCOUNT SIGNATORY 1	ACCOUNT SIGNATORY 2			
ACCOUNT SIGNATORY 3	ACCOUNT SIGNATORY 4			



### TERMS AND CONDITIONS ON THE USAGE OF INTERNET BANKING & MBOB

These terms and conditions specify the rights and duties of a customer (herein referred to 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 upon signing this agreement. 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 can only use Internet Banking/mBoB to transact in accounts which you areauthorized to operate as a single signing authority.
- You must follow the prescribed authentication procedures and security measures required for transactions.
- 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.
- 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.
- You agree and confirm that you will not use Internet Banking/mBoB for any illegal/unauthorized purpose or in any manner inconsistent with the terms and
- 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 Internet Banking/mBoB services.
- BoB reserves the right to specify/ modify charges for various facilities/ transactions available in Internet Banking/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 Internet Banking/mBoB.

### GENERIC TERMS

- The User desirous of availing Internet Banking/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 Internet Banking/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. The User is solely
- BoB shall reserve 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, arising as a result of the Internet Banking/mBoB service extended to and/or
- used by the customers/users.

  I am responsible to cross check/confirm all transactions initiated from Internet Banking/mBoB and 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**

- I, hereby abide by 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 responsibility whatsoever liable.
- 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 Internet Banking/mBoB for the first
- 3. I shall be bound by the instructions initiated through Internet Banking/mBoB, making it clear that BoB does not have any liability when I carry out transactions using my Internet Banking/mBoB credentials.
- 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
- 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 Internet Banking, mBoB application..
- I am responsible for taking due care of my Internet Banking/mBoB credentials and authorized e-mail ID for safekeeping confidentiality and secrecy. I 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.

The BoB reserves the right to charge and recover from the user, service charge for

providing the Internet Banking/mBoB as determined by the bank. The user hereby authorizes BoB to recover the mBoB monthly service charge by debit to one of the

### **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:

- Change the mode of operation; or
   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.  ${\tt BoB}$ 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 Internet Banking, mBoB and USSD strictly for my personal use and not for any illegal purpose or in any manner inconsistent with the terms and conditions 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 Internet Banking and mBoB, and the services provided continues to vest with BoB and I shall not claim any right hereafter.

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 technologicalor 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, agree to meet all required formalities to close or deactivate my Internet Banking/ mBoB service

# **DECLARATION OF BANKING FACILITIES LINKED WITH THE ACCOUNT**The facilities granted under Internet Banking/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 Internet Banking/mBoB account. If I fail to notify the same to BoB in writing, BoB shall not be responsible for any transactions carried out through Internet Banking/ 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/social media. Such notice/s shall have the same effect as a notice served personally and is binding on the customer.

### 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 Internet Banking/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 Internet Banking/mBoB service for a period exceeding 90 days, the Bank reserve the right to revoke my Internet Banking/mBoB service without any prior information or notice to me.

### 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 Internet Banking as given in the user manual.

Signature (all signatories): Date	e:
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# **TERMS & CONDITIONS ON THE USAGE OF** VISA INTERNATIONAL/DOMESTIC DEBIT CARD/PROPRIETARY CARD

The Terms and Conditions under which the Card is issued are mentioned below for his/her guidance related to the usage of the Card by the Cardholder on his/her designated Account No.:

# 1. The abbreviations used in these terms and conditions shall be construed and understood as: a. "Card" means Bank Visa Credit Card issued to the customer. b. "Bank" means Bank of Bhutan Limited.

- "Cardholder" means customer of Bank who has been issued the Visa Credit Card.
- d. "Merchant" means shops/outlets that are authorized to accept cards as a mode of payment.
  "ATM" means Automated Teller Machine.
  "POS" means Point of Sale Terminal at Merchant outlets,
- where the cardholder swipes the cards, which are authorized to accept the cards as payment mode. g. "Add-on" means card issued to your immediate family
- member(s)
- "Account Number" means the account nominated by the cardholder that is to be debited for use of Card.
- "Skimming" means illegal copying of information from the magnetic strip of a credit Card.

- a. The Card is a property of the Bank at all times. b. Upon receipt of the Card, the Cardholder shall sign the Card immediately and such signature and/or use of the Card will constitute conclusive evidence of the agreement of the Cardholder to be bound by these Terms and Conditions (notwithstanding any lack of notice on the part of the Bank of the Cardholder's receipt of the Card).
- c. The Bank reserves the complete rights to seize or cancel the Card so issued to the Cardholder, if later found that the information submitted by the Cardholder is false, fabricated or certain information has been concealed and/or the Card has been misused.
- d. The card is non-transferable and shall be used exclusively by the Cardholder only and the Cardholder shall solely be responsible and liable for any lapses or offences arising out the use of the Card.The Cardholder shall not allow the Card or the PIN to be used by any other person. The Cardholder shall not use or allow any person to use the Card as security or collateral for any purpose. The Bank reserves the right to terminate membership, withdraw the privileges extended through the use of the Card or shall not renew the expired Card at any time and to call upon the Cardholder to surrender the Card.
- e. Upon termination of membership or withdrawal of privileges of the Card for any reasons whatsoever, the Card shall be returned to the Card Division within 7 days, from the date of receipt of notice. However, the Cardholder shall be liable for payment of all the outstanding bills arising out
- of use of the Card.

  f. Use of the Card after notice of withdrawal of the privileges or the termination of the membership is and shall be fraud and shall be subject to legal actions by the Bank in
- accordance with the prevailing laws of the Kingdom. g. The Cardholder shall provide written instructions to the Bank for the cancellation or non-renewal of the Card one month prior to the expiry date specified in the Card.

# 3. Validity of Card

a. The Validity of the card remains by the end of the month mentioned in the card in MM/YY format

# 4. PIN

- a. The Card issued and the PIN generated by the Cardholder are entirely at the Cardholder's risk and responsibility. The Cardholder shall not disclose the PIN or permit possession of the Card to any other person. The Cardholder undertakes full responsibility for any or all transactions made by the use of the Card with proper identification marked at the time of transaction.
- b. The Cardholder is advised in his own interest to change his/her PIN of choice. For this purpose, he/she may use the GENERATE GREEN PIN option provided in our Bank website.

- c. Usage of a wrong PIN three times would invalidate your
- Card till activated by Bank with proper verification. d.The Card should remain in Cardholder's possession and shall not be handed over to anyone else.
- e. The Card is issued on the condition that the Bank bears no liability for the unauthorized use of the Card. This responsibility is fully that of the Cardholder. The cardholder undertakes not to carry Card and PIN in his/her Wallet/ Purse and leave card unattended in any places. f. The Cardholder shall change the PIN immediately if it is
- accidentally divulged.
- g. The cardholder undertakes not to pass the card or disclose the PIN to any other persons or to a Third Party. Any such disclosure or inadequate protection of the confidentiality of
- the PIN is entirely at the Cardholder's risk. h. The Cardholder agrees to inform the Bank in writing regarding lost/stolen, damage of card and disclosure of PIN. The Cardholder will be liable for all the transactions received prior to the receipt and record of such notification by the Bank.

## 5. Loss of Card and PIN /Skimming of Card data

- a. Any financial loss arising out of unauthorized use of the lost /skimmed card till such time the Bank records the notice of loss/skimming of the Card shall be to the Cardholder's account and the Cardholder shall be fully be responsible and liable.
- b. The Cardholder undertakes to indemnify the Bank from and against all losses, damages, cost or expenses incurred /to be incurred by the Bank arising out of Cardholder's failure to observe any of the terms and conditions mentioned herein.
- c. The Cardholder shall be fully liable for all Card Transactions affected via the corresponding PIN as such Card Transactions are deemed effected by or in behalf of the Cardholder.
- d. The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose any PIN to any person.
- e. In the event that the Card is lost or stolen or card data is compromised, the Cardholder shall immediately notify the Bank of the loss, theft or compromised data together with particulars thereof at card\_team@bob.bt/02-334333 or contact center at 1095 (toll free). The Cardholder shall also notify the Police or equivalent authority of the country or jurisdiction where such loss or theft or disclosure occurred. Any transactions incurred prior to proper report of the loss, theft or disclosure shall be for the Cardholder's account.

  The Cardholder shall remain fully liable to the Bank for any and all debits to the Card Account arising from any Cardholder shall remain fully liable to the Bank for any and all debits to the Card Account arising from any Cardholder shall remain fully liable to the Cardholder shall be shall be
- Transactions, Cash Advances or ATM transactions effected through the use of the Card by any person whether the same be with or without the knowledge of or authority from the Cardholder.
- g. The Bank may in its absolute discretion issue a replacement for any lost or stolen Card, subject to a applicable card replacement fee for each Card replaced, or a new PIN for the relevant Card, all on such terms and conditions as the Bank may deem fit.
- h. In the event that the Cardholder recovers the lost or stolen Card, he shall immediately return it to the Bank without using it. The Cardholder shall not use the PIN after the Cardholder has reported to the Bank such PIN's disclosure to another person.

### 6. Termination

The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Cards. The Card Account shall be closed only after full payment of all charges and liabilities under the Card Account.

ignature (all signatories): Date	e:
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# **TERMS & CONDITIONS ON THE USAGE OF** VISA INTERNATIONAL/DOMESTIC DEBIT CARD/PROPRIETARY CARD

### 7. Debits to Cardholder's Account

The Bank shall debit the Nominated Account for all fees and charges as determined by the Bank relating to the Card and service thereby provided. Cardholder who have opted auto debit facility for credit card bill repayment, the Bank shall debit the nominated account on or before due date.

### 8. Transactions

- a. The transaction record generated by the ATM/POS shall
- be conclusive and binding, unless verified otherwise and corrected by the Bank. The verified and corrected amount shall be binding on the Cardholder to be paid at the earliest. b. Any sales slip signed by the Cardholder shall be the conclusive proof of the charges recorded therein any incurred by the Cardholder himself/herself and shall be charged by the Bank to the Cardholder.
- c. The Transaction Log of ATM transactions shall be the conclusive proof of the charges recorded therein as incurred by the cardholder himself/herself. The verification of PIN confirms the authenticity of the cardholder and the transaction.

### 9. Add On Card

The usage of the Add On Cards shall be deemed acceptance of these Terms and Conditions. The holder of any Add On Cards and the Primary Card Holder, authorising its issuance, are jointly and severally bound /liable by these Terms and Conditions for payment, however it shall be the Primary Cardholder's responsibility to ensure payment of all charges due and payable under the Add on Card. The Primary Cardholder shall indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank by reason of any legal disability or incapacity of the Add On Cardholder or any breach of these Terms and Conditions by the Add On Cardholder.

- a. It shall be the sole responsibility of the Cardholder to reconcile all the transactions with the account statement every month. Any dispute of the card transactions shall be lodged within 10 days of statement date to Card Division to avoid rejection due to delay in lodging the claim with Visa International. Failing to lodge complaint within the stipulated time-frame shall indemnify the Bank from all liabilities.
- b.In case of any dispute arising out of these Terms and Conditions, the same shall be mutually resolved to the extent possible.
- c. In the event that disputes cannot be resolved mutually between the Bank and Cardholder, the matter shall be referred to the Court for adjudication in accordance with the terms and Conditions enshrined herein and the relevant laws of the Kingdom. The Cardholder shall return this document after duly signed to authenticate that the Cardholder has carefully read and clearly understood all the terms and conditions stipulated herein and he consents to be fully/totally liable for violating the terms and conditions or misusing the Card.

### 11. Default

- a. That in the event of default, the Bank shall take any action as deem appropriate to realize the dues with interest from the sale proceeds of security(s) charged/pledged with the
- b. I agree that the Bank shall take such action as it may deem

- necessary to realize the dues in the event of my/our default in repayment on due date mutually agreed between us, or if I quit the service from my Ministry/Department/Company/Corporation/Agency, the Bank is hereby authorized to recover the amount from the provident fund/gratuity/any other retirement or post service benefits payable to me/us. c. That in the event of death before this loan is repaid in full,
- this document shall empower the Bank to realize from the aforesaid post service benefits payable to me/us or from my/our securities or from any other properties in my/our
- d. That this instruction shall become attached to my beneficiary(s) who wish(s) to claim my/our post service benefits/titles of my/our securities or any other properties in my/our names for liquidating the entire dues to the Bank.
- e. That for the purpose of foreclosing the mortgaged (fixed) properties charged with the Bank, the borrower, guarantor or mortgager or owner of the securities hereby has given undisputed rights/consents to the Bank to foreclose the properties in accordance with the provisions enshrined in the Movable and Immovable Property Act of the Kingdom of Bhutan.
- That in the event of failure to pay the amount dues, the Bank shall have right to recall the entire loan amount outstanding, including interest accrued thereon relating to all movable and immovable assets hypothecated/pledged/mortgaged with the Bank. For this purpose, the Bank shall seize the assets accordance with the Movable and Immovable Property Act of the Kingdom of Bhutan.

# 12. Others

- a. The Bank shall not be responsible in any way for non-availability of ATM services or POS terminals at Merchant outlets for any reason whatsoever and howsoever arising as a result of malfunctioning of the Card or ATM or POS, insufficiency of funds in such machines, mechanical or power supply failure or for the Act of God (such as disruption of service caused by the earthquake, flood, storm, landslides or any act which is beyond the control of the Bank).
- b. The Bank reserves the right to introduce new facilities/curtail the existing facilities, as and when warranted, without assigning any reasons for the same.
- c. The Cardholder undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, damages, costs or expenses incurred by the Bank arising out of Cardholder's failure to observe any of the terms and conditions mentioned herein.

### 13. Receipt of Funds in Excess of the Funds

13.1. In all cases where the Cardholder receives excess funds, the Cardholder agrees to repay to the Bank the said excess funds as may be specified by Bank, or may be deducted from the funds available on the Card upon such terms and conditions as the Bank shall specify or from any account of the Cardholder with Bank or by payment to Bank.

13.2. Bank reserves the right to debit any excess funds credited to Customer's Card Account by mistake or oversight or otherwise, with prior intimation/approval by the Cardholder

## 14. Amendments

The Bank reserves the right to amend these Terms and Conditions at any time with prior notice to the Cardholder and such amended Terms and Conditions shall be binding on the Cardholder.

l,	have read, understood and agree to comply with the above Terms and Conditions and
the rules of BoBL in force from time to ti	me governing the conduct of the Card/Account/Internet Banking/Mobile Banking.

Signature (all signatories): Date	e:
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A GHI (	Company			
LETTER OF UNDERTAKING				
In the event I avail the services of the Visa Domestic Debit/International Card/ Internet Banking/mBoB from the Bank of Bhutan Limited (BoBL), I hereby undertake to strictly abide by the above terms and conditions:				
Affix Legal Stamp  Name of Account Holder(s): Account Number:	WITNESS:         Signature:         Name:         CID No.:         Village:         Gewog:         Dungkhag:         Dzongkhag:         Account No. (if available):			
FOR BANK	USE ONLY			
Created By: (Signature)  Employee ID:  Date: D D M M Y Y Y Y	Authorized By: (Signature)  Employee ID:  Date: D D M M Y Y Y Y			