

# TERMS AND CONDITIONS OF CIVIL BANK DIGITAL ASSISTANCE

Listed here are the conditions (hereinafter referred to as Terms and Conditions) applicable to our civil bank digital assistance. Our Chatbot application allows you to interact with us via Facebook, Messenger and Viber platform. These Terms and Conditions are in addition to Civil Bank's terms and conditions for general banking services.

## DEFINITIONS

- CBL or We/ Our /Us refers to Civil Bank Ltd
- You and your refer to the person who uses the civil bank digital assistance.
- Civil bank digital assistance Agent refers to the Chatbot service application that enables you to interact with CBL via the Facebook Messenger and Viber platform, which enables you to have access information about CBL, your account/card information and other services as offered by us from time to time.
- Account means any account (current, savings, card) that you hold with us and which We allow you to access for use of any Service.
- Card means the credit card and/or Prepaid Card issued by Us in favor of You.
- Terms and Conditions mean these conditions.
- Service means the access to and use of the CIVIL BANK DIGITAL ASSISTANCE by You.
- One Time Password or OTP means an automatically generated password that We shall send to Your registered mobile number as a text message each time You wish to login to CIVIL BANK DIGITAL ASSISTANCE .
- Security Details means Your registered mobile number as per our record and OTP.
- Information refers to details of Your Account, Credit Card (issued by Us) including but not limited to account balance, credit card limit, outstanding balances etc. available on the CIVIL BANK DIGITAL ASSISTANCE .
- Equipment(s) means the devices that You use to access the CIVIL BANK DIGITAL ASSISTANCE via Facebook Messenger and Viber platform.
- Business Day means a work day when banks are open for general banking business excluding Fridays and Saturdays and all public holidays.

## TERMS AND CONDITIONS

1. You understand that the use of CIVIL BANK DIGITAL ASSISTANCE constitutes Your acceptance to be bound by these Terms and Conditions (as maybe amended by Us from time to time) and You represent and warrant that You have the right, authority, and capacity to enter into this agreement, and that You are at least 18 years old.
2. To access Information through CIVIL BANK DIGITAL ASSISTANCE You must have at least one Account with Us and activate Your access by providing Your mobile phone number as registered with Us and by agreeing to these Terms and Conditions.
3. In using the Service, You must:
  - Use the Service only on an Equipment that You own or control and only to access the Service;
  - Not copy or reverse engineer, amend, alter or adapt any part of the CIVIL BANK DIGITAL ASSISTANCE ;
  - Accept these Terms and Conditions without making any amendment to them;

4. We reserve the right to make operational changes to the Service and carry out maintenance that could limit the availability of the Service at any time
5. Whenever You use the Service, the use of Your Security Details authorizes Us to act on any Instruction We receive and provide the Service You requested and We will treat the use of Your Security Details as consent to conduct any payment or other instructions You give using the Service. If necessary, such authorization shall allow Us to debit Your Accounts with any amounts We have paid in connection with any such Instruction.
6. You must make sure that Your Instructions and any Information You give to Us is accurate and complete. If You do not and You suffer a loss, we shall not be liable. It is therefore important that You take care when issuing any Instruction.
7. It is your responsibility to update Us on any changes to Your mobile phone number as it is an integral part of Your Security Information that allows You to access CIVIL BANK DIGITAL ASSISTANCE.
8. When we send the OTP to Your phone, you must take all reasonable precautions to prevent anyone else from accessing Your confidential information including the OTP that will be sent to You.
9. When using the Service, You must take reasonable steps to keep Your Equipment(s) (including Your personal computer, any device and any mobile phone You have registered with Us for use of the Service) secure and do not leave Your Equipment unattended without locking access to it so that it cannot be used to access or use the Service.
10. If You lose Your Equipment, including any confidential, sensitive or personal information contained in it or if Your Equipment is stolen or You become aware that third parties have gained access to Your Equipment You must notify Us immediately. If You fail to tell Us then We are not responsible if Your account information becomes known to someone else or if You suffer any kind of loss as a result of the situations stated herein.
11. It is your responsibility to ensure that no other person can see or copy Your Security Details and You must never access Service from any computer, mobile phone or device connected to a public internet wi-fi network or access.
12. Information available through the CIVIL BANK DIGITAL ASSISTANCE concerning transactions and balances may not always be up to date. CIVIL BANK DIGITAL ASSISTANCE will usually record the transactions and available balance of an account up to the close of business of the previous Business Day, but may show the effect of some transactions since the previous Business Day. Information shown through CIVIL BANK DIGITAL ASSISTANCE at a particular time may be adjusted after that time to reflect the true balance of your Account.
13. The Information provided in the CIVIL BANK DIGITAL ASSISTANCE as is, as available. We do not warrant the accuracy, adequacy or completeness of the Information and expressly disclaim liability for errors or omissions in this Information. No warranty of any kind, implied or expressed or statutory including but not limited to non-infringement of third party rights, title, merchantability, fitness for purpose and freedom from computer/device virus, is given in conjunction with the Information. With the exception of gross or intentional negligence, neither CBL nor our employees may be held liable for any direct or indirect damages that you may suffer as a result of your use of CIVIL BANK DIGITAL ASSISTANCE Service or the inability to make use of the Service, for any reason whatsoever.
14. We shall not be held liable for the content of messages sent or communicated over the CIVIL BANK DIGITAL ASSISTANCE Service.
15. You agree that you will not use CIVIL BANK DIGITAL ASSISTANCE for any purpose that is unlawful or prohibited by the law or the Terms and Conditions. You also agree that You will not use CIVIL BANK DIGITAL ASSISTANCE in any manner that could damage, disable or impair the platform or interfere with any other party's use or enjoyment of CIVIL BANK DIGITAL ASSISTANCE.

16. You understand that and accept that We have the absolute discretion to amend or supplement any of the Terms and Conditions at any time, and We are not obligated to notify You in any manner whatsoever. The amended Terms and Conditions shall be available on CIVIL BANK DIGITAL ASSISTANCE. By using the Service, You shall be deemed to have accepted the amended Terms and Conditions.
17. We shall use reasonable endeavors to keep the Service free from viruses and corrupt files but cannot guarantee this. It is your responsibility to protect Your Equipment from viruses and attacks by third parties by using the latest anti-virus, personal firewall or any other protective measure as appropriate. We shall not be liable for any loss or damage You suffer if Your device is infected by a virus or corrupt file or third-party attacks.
18. The Customer, through CIVIL BANK DIGITAL ASSISTANCE service (Facebook Messenger or Viber), shall issue instructions to the Bank for payment of an amount to the Recharge Biller's account against the Customer's mobile recharge by debiting designated Customer Account or credit/prepaid at his/her own risk and responsibility. After satisfactory verification and transmission of such instructions for payment, the recharge shall take place.
19. It is the responsibility of the Customer to select or type the correct mobile number, recharge amount and selecting the account number or credit/prepaid card number of the Biller. The Bank shall not be responsible if the Customer makes any mistake by selecting the incorrect mobile number, wrong account or card, wrong recharge amount, or any other error or omission.
20. Mobile recharges performed through CIVIL BANK DIGITAL ASSISTANCE can range from amount of NPR 10 to NPR 1000. Any amount outside this limit or containing fraction amount will be deemed invalid.
21. Certain amounts may activate operator packages. In such cases, CBL will bear no responsibility for the recharges. The customer should contact the mobile operator for the resolution of any such issues.
22. In case of a failed mobile recharge, the transaction will be settled within 1-3 working days.
23. You understand and acknowledge that the internet per se is susceptible to a number of frauds, misuse, hacking and other actions which could affect Your systems. We cannot guarantee or assure or certify any security against such internet frauds, hacking and other actions which could affect Your system/Equipment. You understand and acknowledge that You will be availing the Service at Your own risk, value and assessment. We shall not be responsible for breach of security, fraud, data security compromises, or any mechanical or security failures, in any manner whatsoever.
24. You acknowledge that We shall not be responsible or liable in any manner whatsoever for any illegal, anti-social, objectionable, speculative, immoral activities or purposes, on account or violation of/or intrusion of privacy, misuse of any Information on CIVIL BANK DIGITAL ASSISTANCE.
25. You acknowledge that Information exchanged through the CIVIL BANK DIGITAL ASSISTANCE will be collected and used by Us in accordance with the Privacy Policy and by Facebook and Viber in accordance with its Data Policy.
26. You agree to pay all fees and charges (if applicable) incurred by You for use of the CBL and We reserve the right to change the fees as per Our absolute discretion.
27. The features and functions of the Service shall be available only through a third party service, namely, the Facebook Messenger and Viber platform, hence please note that if the third- party service becomes unavailable or Your or Our access to the third- party service is terminated by the third-party, then the Service may no longer be viable to You. Please note that Your relationship with the third-party service provider associated with your third-party account are governed solely by Your agreement(s) with such third-party service providers, and We disclaim any and all liability for information that may be provided by such third-party service providers.

28. You acknowledge and agree that We are only willing to provide services if You agree to certain limitations of Our liability to You and to third parties. You understand that, to the extent permitted under applicable law, in no event will We or Our officers, employees, directors, affiliates or agents be liable for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of revenues, profits, goodwill, use, data, lost opportunities, or business interruptions or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy), arising out of or related to Your use of or access to, or the inability to use or to access, the site, the Service or Your user data, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise.
29. These Terms and Conditions are governed by the laws of Nepal.
30. You understand and agree that these Terms and Conditions are in addition to, and not in derogation of, the applicable Terms and Conditions relating to Your usage of any other Bank services that You may be currently availing or may in the future avail