



To,

NABIL BANK LTD.

Branch: _____

Application for

MOBILE COMMERCE SERVICE

Full Name Mr/Mrs/Ms _____ (Customer)

Bank A/C Number

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Mobile Number

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Account Type _____

Branch _____

Terms & Conditions for PayBill facility (MCS)

I (the customer), personal details of whom are given above, hereby request NABIL BANK (the "Bank") to allow me to use / enjoy the Mobile Commerce Service (MCS) launched by the bank subject to the terms and conditions set out herein below:

1. Requirements for Registration

The customer affirming that his / her personal details written herein being true, correct, current hereby authorizes the Bank for mapping / connecting the above written valid mobile number duly registered in his / her own name to the bank account as a Payment Instrument to make Payment Transactions and pay fees and other obligations arising from use of the service. In case the Bank requires the customer to provide additional information as a condition of continued use of the service, or to assist in determining whether to permit the latter to continue to use the service, the same shall be furnished forthwith. The Bank, in its sole and absolute discretion, may refuse to approve or may terminate existing registrations with or without cause or notice, other than any notice required by any applicable law, and not waived herein.

By agreeing to these Terms of Service for Buyers, the customer ensures he /she is

- 16 years old or older
- Capable of entering into a legally binding agreement; and
- Maintaining a savings/current deposit account with Nabil Bank in his / her own Name.

2. Username and Password Information

The customer shall be responsible for: 1) maintaining the confidentiality of the PIN and all consequences of use or misuse of the PIN. The customer agrees to notify the bank immediately of any unauthorized use of the PIN or any other breach of security regarding the Service of which the user has knowledge. **The customer also undertakes to delete all messages relating to the service from the Inbox / Sent Items folder in the mobile phone.** The customer shall be responsible for all actions by agents, representatives and others, regardless of whether authorized by the customer that access the Service using the PIN.

3. Permissible Payment Transactions

The customer shall use the Service solely for processing a Payment Transaction for a Product that is purchased from a sub Merchant through a legitimate, bona fide sale of the Product and nothing else whatsoever.

The customer agrees that he / she shall not use the service to process Payment Transactions for any Products that violate these Terms of Service, other policies or rules applicable to the Service, or applicable law. The current policy that establishes the Products and other transactions that may not be paid for with the Service include: **1) Firearms 3) Explosives 4) Pornography materials and services of any kind whatsoever 5) Live animals 6) Banned / illegal drugs or other controlled substances 7) Fireworks or pyrotechnic devices or supplies 8) Hazardous materials, combustibles, corrosives 9) Web site access and / or web site memberships of pornography or illegal sites. 10) Gambling transactions. 11) or any other items not permitted by the law of the land** Failure to comply with these limitations may result in suspension or termination of use of the Service unilaterally by the Bank to which the customer agrees.

4. Payment Transaction Processing

The Service facilitates the processing of Payment Transactions to complete a payment for a purchase between the customer and a Merchant. The Service will store information from the customer, such as payment instruments and shipping information, and will process Payment Transactions on behalf of Merchants through the appropriate debit card network. The customer authorizes the bank for charge or debit to the payment instrument as necessary to complete processing of a Payment Transaction. The customer also authorizes the bank for crediting to the Payment Instrument in connection with reversals, refunds, or adjustments through the Service.

The customer acknowledges and agrees that purchases of products are transactions between the customer and the merchant and not with the Bank. The Bank is not a party to the purchase of products/services, and the Bank is not a buyer or a merchant in connection with any Payment Transaction.

5. Service Fees

The customer agrees that the service charges levied by the Bank from time to time for the use of the facility may be debited to the account from time to time. The Bank is at liberty to change / modify the service charges associated with the facility. These changes will be communicated through the Banks website (www.nabilbank.com.) or newspapers.

6. Refunds

The Bank is only a facilitator in making payments to the merchants. Any Refunds related to non delivery/ defective goods/service should be taken up with the merchant concerned by the customer, himself / herself.

7. Limitations on the Use of Service

The Bank may establish general practices and limits concerning use of the Service, including without limitation individual or aggregate transaction limits on the rupee amount or number of Payment Transactions during any specified time period(s). The Bank reserves the right to change, suspend or discontinue any aspect of the service at any time, including hours of operation or availability of the Service or any Service feature, without notice and without liability. The Bank also reserves the right to impose limits on certain service features or restrict access to parts or all of the Service without notice and without liability. The Bank may decline to process any Payment Transaction without prior notice to the customer or Merchant.

The Bank does not warrant that the functions contained in the Service will be uninterrupted or error free and shall not be responsible for any service interruptions (including, but not limited to, power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Payment Transactions or the Service).

8. No Responsibility of Products

The Bank does not undertake any responsibility of the product or the merchant whatsoever. Bank shall not be held liable for any type of misrepresentation on the product including its safety, quality, quantity, accuracy, reliability, integrity or legality of the Product.

9. Use of Electronic Communications

The Bank may communicate with the customer regarding and relating to this service including any changes and amendments thereto by means of electronic communications, including (a) sending electronic mail/text message to the email address/Mobile number the customer provided during registration, or (b) posting notices or communications on the Banks Web Site www.nabilbank.com. Electronic communications shall be deemed received by the customer when the Bank sends the electronic communication to the email address/mobile number the customer provided herein above or as revised by the customer thereafter in accordance with these Terms of Service, or when we post the electronic communication on the Banks website www.nabilbank.com.

10. The customer's Responsibility for Taxes

The reporting and payment of any applicable taxes arising from the use of the Service is the customer's responsibility. The customer hereby agrees to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Payment Transactions.

11. Indemnification

The customer agrees to indemnify, defend and hold harmless the Bank and its directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from: (i) use of the Service; (ii) any breach or non-compliance by the customer of any term of these Terms of Service or any of the Bank policies; (iii) any dispute or litigation caused by the customer's actions or omissions; or (iv) the customer's negligence or violation or alleged violation of any law or rights of a third party.

12. Termination of Service

The Bank may, at the customer's sole and absolute discretion without liability to the customer or any third party, terminate use of the Service for any reason, including without limitation inactivity or violation of these Terms of Service or other policies the Bank may establish from time to time. Upon termination of the use of the Service, the customer remains liable for all Payment Transactions and any other obligations the customer has incurred before the date of termination. Upon termination, the Bank has the right to prohibit access to the Service, including without limitation by deactivating the PIN, and to refuse future access to the Service by the customer (or the customer's relatives or known acquaintances or if a business entity, its parent, affiliates or subsidiaries or its or their successors).

13. Limitations of Liability; Force Majeure

To the fullest extent permissible by law, in no event shall the Bank be responsible or liable to the customer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including but not limited to damages for loss of profits, goodwill, use data, or other intangible losses which may be incurred in connection with any goods, services, or information purchases, received, sold or paid for by way of service, regardless of the type of claim or the nature of cause of action, even if the Bank has been advised of the possibility of such damage or loss. Each party hereof acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, the Bank shall not have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire, and flood or other acts of God, labor conditions, power / system failures and Internet disturbances.

14. Jurisdiction; Governing Law

The terms and conditions stipulated herein the application form shall be governed by and construed in accordance with the relevant Contract laws of Nepal. The Parties agree to submit to the exclusive jurisdiction of the Courts located in Kathmandu, Nepal

15. Acceptance of Terms & Conditions

I, the customer, have read through all the terms and conditions mentioned above and hereby agree to abide at all times by those terms and conditions and any amendments made thereto by the Bank from time to time at its own discretion.

Authorized Signature of Customer
Date:

For Bank's use only

Signature Verified and
Customer registered by
Name of the Staff:
Date:

Approved by
Name of the Staff:
Date: