

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.

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 you 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 under take 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, accuracy, reliability, integrity or legality of any Product, the truth or accuracy

9. Use of Electronic Communications

The Bank may communicate with you 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 you provided during registration, or (b) posting notices or communications on the Banks Web Site www.everestbankltd.com. Electronic communications shall be deemed received by you when the Bank sends the electronic communication to the email address/mobile number you provided at the time of registration or as revised by you thereafter in accordance with these Terms of Service, or when we post the electronic communication on the Banks website www.everestbankltd.com).

10. Your Responsibility for Taxes

The reporting and payment of any applicable taxes arising from the use of the Service is your responsibility. You hereby agree 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

You agree 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) your use of the Service; (ii) any breach or non-compliance by you of any term of these Terms of Service or any of the Bank policies; (iii) any dispute or litigation caused by your actions or omissions; or (iv) your negligence or violation or alleged violation of any law or rights of a third party.

12. Termination of Service

The Bank may, at our sole and absolute discretion without liability to you or any third party, terminate your 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 your use of the Service, you remain liable for all Payment Transactions and any other obligations you have incurred. Upon termination, the Bank has the right to prohibit your access to the Service, including without limitation by deactivating your PIN, and to refuse future access to the Service by you (or your 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 you 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 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 failures and Internet disturbances.

14. Jurisdiction; Governing Law

This agreement 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 have read through all the terms and conditions above mentioned and I do hereby agree to abide by those terms and conditions at all times.

Date: _____

Applicant's Sign.