

MOBILE PAYMENT REGISTRATION FORM

I/We hereby request CITIZENS BANK INTERNATIONAL LTD. to register my/our bank account and mobile numbers mentioned below for Paybill facility.

Full Name Mr/Mrs/Miss : _____
 Father's/Mother's/Husband's Name : _____
 Account Number : _____
 Branch : _____ Mobile No.
 Email Address : _____

Signature of the Account Holder(S)

Date:

FOR OFFICE USE ONLY

Application Received on: _____	Recommended by : _____
Verified by : _____	Approved by : _____
Application sent on : _____	Serial Number : _____

TERMS AND CONDITIONS FOR PAYBILL FACILITY

These terms of service form an agreement between you and Citizens Bank International Ltd. (hereafter referred to as the Bank) that governs your access to and use of our payment through Mobile Banking Service.

1. Requirements for registration

Your valid mobile number will be mapped to your bank account number as a payment instrument to make payment transactions and pay fees and other obligations arising from your use of service. You must provide current, complete and accurate information and maintain it as current and accurate. The bank may require you to provide additional information as a condition of continued use of service, or to assist in determining whether to permit you to continue to use the service.

The Bank, in its sole and absolute discretion, may refuse to approve or may terminate existing registration 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, you represent that you are; 18 years old or older ; and Capable of entering into a legally binding agreement.

2. User name and password information

You are responsible for: 1) maintaining the confidentiality of your pin 2) any and all transactions by persons that you give access to or that otherwise use such Pin, and 3) any and all consequences of use or misuse of your PIN, you agree to notify us immediately of any unauthorized use of your PIN or any other breach of security regarding the service of which you have knowledge. **You also undertake to delete all messages relating to the service from the inbox / sent items folder in the mobile phone.**

You shall be responsible for all actions by agents, representatives and others, regardless of whether authorized by you that access the services using your PIN.

3) Permissible payment transactions

You may only use the services to process a payment Transaction for a product that is purchased from a merchant through a legitimate, bona fide sale of the product and nothing else whatsoever.

You agree that you will not use the service to process Payment Transaction for any products that violate these terms of services, 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 2) Explosives 3) Pornography materials services of any kind whatsoever 4) live animals 5) Banned / illegal drugs or others controlled substances 6) fireworks or pyrotechnic devices or suppliers 7) Hazardous materials, combustibles corrosives 8) web site access and /or web site memberships of pornography or illegal sites 9) Gambling transactions. Failure to comply with these limitations may result in suspension or termination of your use of the services.

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4) Payment Transaction Processing

The service facilitates the processing of payment transactions to complete a payment for a purchase between you and a Merchant. The service will store information from you, such as your payment instruments and shipping information, and will process payment transaction on behalf of merchants through the appropriate debit card network. You authorize the charge or debit to your payment instrument as necessary to complete processing of a payment transaction. You also authorized the crediting to your payment instrument in connection with reversals, refunds, or adjustments through the service.

You acknowledge and agree that your purchases of products are transactions between you and the merchant and not with the Bank. The Bank is not a party to your purchase of products / services and the Bank is not a buyer or a merchant in connection with any payment Transaction.

5) Service Fees

You agree that the services charges levied for the use the facility may be debited to your account from time to time. The Bank is at liberty to change /modify the services charges associated with the facility. These changes will be communicated through the Banks websites www.ctznbank.com

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 service, including without limitation individual or aggregate transaction limits on the rupee amount or the number of the Payment Transactions during any specified time period(s). The Bank reserves the rights to change, suspend or discontinue any aspect of the services 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 rights 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 services will be uninterrupted or error free and shall not be responsible for any services interruptions (including ,but not limited to; power outages ,system failure or other interruptions that may affect the receipt , processing, acceptance ,completion or settlement payment , Transaction or the services).

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, accuracy, reliability, integrity or legality of any product.

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 communication, 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 bank's websites www.ctznbank.com. Electronic communication 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 services, or when we post the electronic communication on the Bank's website www.ctznbank.com.

10) Your responsibility for taxes

The reporting and payment of any applicable taxes arising from the use of the services is your responsibility. You hereby agree to comply with any and all applicable tax laws, including the reporting and payments 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 cost incurred by the indemnified parties arising out of, related to, or which may arise from: i) your use of services; ii) any breach on 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 with sole and absolute discretion without liability to you or any third party, terminate your use of the service for any reason ,including without limitations 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 transaction and other any others 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 acquaintance 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 damages or loss. Each party acknowledges that the other party has entered into these terms of services 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 actions or acts of terrorism, earthquake, fire, and flood or the other acts of Gods, labor conditions, power failures and internet and 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 and conditions

I / We have read through all the terms and condition above mentioned and I/we do hereby agree to abide by those terms and conditions at all times.

PayBill Service
Citizens Bank international Ltd.
Head Office, Kamaladi
Kathmandu, Nepal
Tel no: 4169068
Fax No: 4169077
Web site: www.ctznbank.com

Signature of Account Holder(s)