



## **General Terms and Conditions for QR Code Merchant:**

Everest Bank shall provide an option for mobile payment facility via QR Code (Quick Response Code) to MERCHANT for payments related to the purchase of goods and services (hereinafter referred to as "goods") by MERCHANT under the QR code or Merchant Payment option of Mobile Banking facility.

1. MERCHANT will be the customer of Everest Bank and will maintain an account with Everest Bank and payments and collections received through the mobile banking QR Payment shall be deposited in merchant account number maintained with EBL on each day's end or after merchant's manual settlement.
2. After successful transaction, system confirmation will be sent automatically to both the user and Merchant. Merchant have to provide a trusted e-mail address and mobile number to EBL for the payment information in 'QR Code Merchant Application Form.
3. The merchant shall display the promotional material supplied by the Bank from time to time in the noticeable area.
4. The merchant shall not collect any charge on any of the following circumstances; if changed, the financial responsibility will be borne by the merchant. Bank reserve the right to settle such amount either through debit to nominated account or adjusting in future payments from merchant:
  - a. Charges incurred outside the authorized territory
  - b. Charges are not Valid Charge as defined.
  - c. Charges in excess to the tagged price.
  - d. Charges that were previously billed.
  - e. Charges incurred that involved incomplete or illegible.
  - f. Charges for undelivered merchandise or services.
  - g. Any charges with respect to which mobile banking user's complaint or request for an adjustment has not been resolved by the merchant.
  - h. Transaction prepared in any other currency than Nepalese Rupees.
  - i. Merchant fails to comply with any other terms and conditions spelled in this Agreement.
5. The service and the 'Terms & Conditions' of this application shall be governed by and construed in accordance with the internal rules and regulation of Everest Bank.
6. The customers are free to avail any payment mode option of the mobile bank service provide by the bank. This agreement doesn't prohibit the mobile bank's customers to make payment other than the QR code option.
7. Bank is not liable for any dispute arises between the merchant and the mobile banking customer about the service delivery, quality of service and goods as bank service transaction is based on real time.
8. Merchant will be solely responsible for the transactions carried out using this service. Terms and conditions stated in mobile banking's customers of EBL will remain applicable for any misuse.
9. All disputes and differences relating to charges or claim arising out of QR Code transaction or as to the interpretation of this 'Terms & Conditions' shall be subject to the exclusive jurisdiction of the courts at Nepal.
10. The rights obtained under this 'Terms & Conditions' are not transferable without written approval from Bank
11. Bank, at its own discretion, is entitled to add, alter, delete or modify any of the terms and conditions contained herein by prior written intimation to merchant.
12. Merchant can terminate this Agreement by giving thirty (30) days prior notice to the bank. However, in the event of merchant failing to comply the terms of this Agreement or committing breach hereof or the activities not acceptable to Bank, Bank reserves the right, without any notice or required to prove actual breach, to terminate this Agreement immediately.
13. This Agreement comes into effect once it is signed by merchant and remains valid until it is terminated with the clause mentioned above in clause no 12.
14. The Bank will charge the merchant with appropriate fee as agreed in this application by the merchant which may change from time to time. The fee will be debited from the account of merchant based on the debit authority signed by the merchant in this application form.
15. By signing this application, the Merchant represents that the signatory hereof has full authority to do so and execution of this Agreement by a signatory hereof creates a fully binding obligation on the Merchant.
16. The Merchant agrees to support the Bank by providing all necessary documents/information for resolution of any payment disputes lodged by its customers on account of QR based payment. For any disputed case unresolved due to whatsoever reason, the merchant hereby authorizes the Bank to make final decision and thus the Merchant shall abide by such decisions made by the Bank.
17. The Merchant should treat all its customers unbiasedly and should not charge the customer by extra amount on account of MSF/ any other such charges for availing QR Payment Option. Similarly, the merchant agrees to provide the discounts to QR pay customers unbiasedly whenever the merchant offers discounts on certain products/ services.

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**Merchant Stamp**

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**Merchant Authorized Signature**

Name :

Date: