



## Terms and Conditions:

Corporate confirms and agrees to the following terms and conditions for use of "corporate PAY":-

1. The user information provided including Mobile Number, e-mail ID and other details for enrolment and linking of bank account/s is true, complete, relevant and up-to-date and authorize the bank to use the existing details with the bank and the signatories as provided in this form and /or already available with the bank for enrolment for "corporate PAY".
2. The bank reserves the right to determine and change the scope, timing and type of the services to be rendered from time to time.
3. Any changes in the information including addition/deletion required in Admin User, Transaction Initiator and Approver Users have to be timely notified to bank for necessary updates for using the "corporate PAY". Confirm that all users are well aware about securing their username, password, One Time Password (OTP) as second factor authentication (2FA) generated from Google Authenticator and other credentials of "corporate PAY". Confirm that the bank and/or NCHL shall not be held liable in any case of fraudulent transactions due to any kind of compromise of credentials by the corporate users intentionally or unintentionally and due to delay of user revocation by the corporate clients.
4. Authorise the corporate user who has been issued user name and password to use "corporate PAY" and to act on behalf of the corporate.
5. Authorise the bank to function based upon electronic instructions received through "corporate PAY" and provide authority to debit the corporate account mentioned in the form maintained with the bank for the purpose of processing the transaction through "corporate PAY" and for the applicable fees and charges as advised by the bank for use of "corporate PAY".
6. Ensure availability/sufficiency of funds in the bank account before the transaction is being processed and confirm for the validity and the legality of the transactions initiated through "corporate PAY" including compliance to the prevailing AML and CFT regulations. Corporate understands and agrees that the bank has right to suspend/reject and/or withhold any transactions that it deems violates any such policy/ regulations and the transaction requested beyond the allowed transaction limit/threshold/ceiling.
7. Confirm accuracy of the beneficiary identifier and/or beneficiary details including bank name, branch name, account number, account name (where required) apart from the transaction amount, transaction reference, etc. have been duly verified in a transaction and processed through "corporate PAY" and confirm that the bank and/or NCHL shall not be liable to verify and validate the accuracy of the transactions and shall not be held liable in case of any dispute in transactions due to any sort of deviation in beneficiary and transaction details furnished/provided.
8. The user must be a customer of the bank and maintain an account at a branch of the bank.
9. The services are for the sole and exclusive use by the customer authorized to do so by the bank.
10. The customer shall not use or knowingly allow any other person to use the services, the information and /or the reports contained in the internet site for and /or in connection with any illegal purpose or activity. The customer shall notify the bank immediately if it becomes aware of such use and Bank will not be liable for any of the transaction allegedly performed by a third party.
11. The customer acknowledges that there may be a time lag in transmission of instructions, information or communication via the internet for which the bank shall not be held liable.
12. The customer shall follow the guidance provided by the bank online in designating the user identification code (the 'User Name') and the password (the 'Password') for identifying the customer for the purposes of the services.
13. The customer may change the password at any time. The customer; however cannot change the User Name.
14. Customer must keep user name and related password confidential/secret. At no time and under no circumstances shall the customer reveal/discard the user Name and/or the Password to any other person.
15. The customer shall be fully responsible for any accidental/negligent and/or unauthorized disclosure of the User Name and/or the password to any other person and shall bear the risks of the User Name and/or the password being used by the unauthorized persons or for unauthorized purpose or transactions.
16. The customer is required to input the User Name and the Password in order to log-on to the services and give instructions to the bank online instructions in connection with the services must be given in the manner that is acceptable to the bank. Instruction shall not be carried out if given in the manner not acceptable to the bank and bank shall not be held liable for the consequences.
17. Any instruction given in connection with the services by the customer may not be rescinded/repealed or withdrawn. All such instructions given an understood and acted on by the bank in good faith, shall be binding on the customer where given by the customer or by any other person using the related User Name and Password. The bank shall be under no duty to verify the identify or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name and the Password of the customer.
18. The bank will not act on an instruction in so far as it is in the bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
19. Advice or confirmation that an instruction has been received and/or a transaction has been affected through the services will be provided by the bank online. Such advice or confirmation shall be deemed to have been received by the customer immediately after transmission and it is the duty of the customer to check such advice or confirmation it is also the duty of the customer to enquire with the bank if the customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
20. Information relating to any account or transaction made available on the internet site is for reference only. The bank's records of such account and transaction shall be conclusive unit & unless the contrary is established.
21. The Bank shall not liable for any computer/cybercrimes such as hacking, phishing, Trojans or other computer virus, etc. and shall not be liable for any unauthorized transactions and/or any transactions carried out by using illegal and fraudulent methods.
22. The bank reserves the right to change fees in relation to the use and/or termination of the services and to revise such fees at any time with or without notice to the customer. The bank shall determine and notify the customer of the rate of any fee from time to time which shall be binding on the customer. Fees shall be collected from the customer in such manner and at such intervals as the bank may specify. In addition to the fees, the bank may prescribe minimum balances to be maintained in accounts for availing the "Corporate PAY".
23. The bank shall have the discretion to charge service charge, administrative charge, renewal charge and PIN or Password reset charge as per the prevailing Standard Tariff of Charges (STC).
24. The customer shall provide necessary information as the bank may from time to time reasonably request for the purpose of providing the services.
25. The bank is automatically authorized to share such information with any other person/entity, including its third-party agents as and when necessary according to prevailing law.
26. The customer in any situation shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to delete or in any way tamper with or gain access to, any part of the services or any internet site or any software/hardware comprised in them.
27. The customer agrees that all right title and interest in and relating to the above and any and all related copyright, patent, trademarks, service mark proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the bank and the respective information providers. No right, title or interest other than the right to access the information and the Report subject to these Terms and Conditions is conveyed or the transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.
28. The information will be made available as it is supplied and will usually identify the information provider supplying it to the bank. The Bank does not endorse or express any comment or any information supplied by any information provider nor assume any duty to check or verify any information. The Bank does not accept responsibility for the legality, validity, completeness effectiveness, adequacy or enforceability of the data therein.

**Authorized Signatory**

Name:

Designation:

Official Stamp:

Date:

(To be signed by Authorized Signatory and Stamped in each Page)

**Authorized Signatory**

Name:

Designation:

**Authorized Signatory**

Name:

Designation:

**Authorized Signatory**

Name:

Designation:

**Authorized Signatory**

Name:

Designation:

29. The Customer shall be fully liable and responsible for all consequences emerging from or in connection with use of the Services, Password usage and/or access to any information in the internet site or any other information as a result of such use by the Customer or any other person whether or not authorized. The Customer shall indemnify the Bank, any information Provider and their respective offers and employees against all liabilities claims demand, losses, damages, costs, charges and expenses of any kind (including without limitation legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the services information/ Reports in the internet site except in the cases of wilful default of the Bank. The Customer shall indemnify the bank in case of making any transactions in nominated accounts under these facilities.
30. The Customer may terminate the user of the Services at any time by giving to the Bank prior written notice within a reasonable period.
31. The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time with or without notice to the Customer and shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.
32. Each of the provisions of these Terms and Conditions is several and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality validity or enforceability of the remaining provisions shall not be affected in any way.
33. Corporate shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealings effected by using the services.
34. Unless the context otherwise requires person includes firm, company, corporation ngos, Ingos, co-operatives and an unincorporated body of persons.
35. These Terms & Conditions will stand amended if Law, Government regulations or instructions issued by regulatory bodies, necessitate such amendments.
36. The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of Nepal and the Bank and the Customer submits to the non-exclusive jurisdiction of the Courts of Nepal.
37. The services shall cease to be valid and the Bank shall be entitled to the immediate restriction of the User in the event of:
  - Closure of Designated Account(s)
  - Demise/Death of Users- provided it comes to the knowledge of bank or notified.
  - The User (s) authority to operate the Designated Account in terminated which is advised to bank.
  - The Bank decides to stop the use "Corporate PAY" facilities.
  - Customer / User fails to maintain the minimum balance as stipulated from time to time.
38. Customer/User is suspected/found to be involved in fraudulent, hacking, phishing or any other cybercrime. Validity of the service agreement is for 12 months. Service will be discontinued even if the customer does not use the service for the long time within expiry date. The Bank may, suspend or terminate all or any of the services or their use by the Customer at any time without giving notice or reasons:
39. The customer acknowledges and agrees that the information, the Reports and their form format, mode or method of compilation, selection configuration, presentation and expression are the intellectual property rights (copyright trademark patent, design, creation, invention, etc.) trade secrets, confidential/ proprietary property of the bank and the respective information providers. Unless expressly permitted by these Terms and Conditions, the Customer shall not attempt to:
  - Sell, transfer disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any confidential information in any form or by any means to any other person or commercially exploit any confidential information.
  - Remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing including without limitation, any trademark or copyright notice or incorporate or combine the above with any other programs.
40. Any transactions carried out by customer should not be for the purpose of ML/TF or any other illegal activities.

**Self-Declaration by Authorized Signatories:**

1. I/We accept that I/We are empowered by the Board Resolution (or equivalent) dated on \_\_\_\_\_ to authorize users to operate accounts mentioned in the application form.
2. I / We confirm that the details mentioned in and attached with the application form are authentic and the e-mail ID and mobile number provided are official.
3. I/We have read and agree to abide by the Terms & Conditions governing "Corporate PAY".
4. I/We hereby request Prabhu Bank Limited ("Bank") to activate "Corporate PAY" service offered by the Bank to transact using "Corporate PAY" in my/our account stated above to the stated Mobile/Cell Number/email of Authorized Officials. I/we give my/our consent to receive such information on the said Mobile numbers of the authorized user. I/We agree to provide any further information required and demanded by the Bank, from time- to-time, for providing this "Corporate PAY" facility.
5. I / We shall advise the Bank immediately in case of any change in the above details including the addition and deletion of user and the information given in the Application form. The bank will not be liable for any financial losses, if such information is not provided to the bank on time.
6. I/we understand and agree that the Bank charges one-time cost for issuance.
7. I/We have read and understand and hereby agree to the terms and conditions governing "Corporate PAY" at Prabhu Bank. Information provided herein are correct and true. I/We hereby agree to accept, abide and be bound by present and future rules, terms and conditions of the bank governing "Corporate PAY". In the event I/We fail to abide by such terms and conditions, I/We shall bear the damage and/or penalties as a consequences thereof.

<b>Authorized Signatory</b>	<b>Authorized Signatory</b>	<b>Authorized Signatory</b>	<b>Authorized Signatory</b>	<b>Authorized Signatory</b>
Name:	Name:	Name:	Name:	Name:
Designation:	Designation:	Designation:	Designation:	Designation:

Official Stamp:  
Date:

*(To be signed by Authorized Signatory and Stamped in each Page)*

**For Bank's Use Only**

**Document Checklist :-**

1. Original Verified Copy of Board Resolution to subscribe "Corporate PAY"/transact and mandate to operate.
2. Original Verified Copy of Board resolution for transaction limit/threshold/ceiling.
3. Original Verified Copy of Board resolution to authorized user's detail for providing access corporate PAY.
4. Original Verified Copy of Know Your Customer-KYC & relevant document related of authorized corporate PAY users.
5. I hereby confirm that the mode of operation of the account(s) and signature(s) of the client are verified, and limits assigned to each user for doing transactions through Corporate PAY are in conformity with the Board Resolution for operating the account (s).

**Created By:**

Name (with sign):  
Staff ID and Designation:

**Verified By:**

Name (with sign):  
Staff ID and Designation: