



## **Customer Registration Form for CellPay Pinless Top-Up and Bill Payment Service**

I hereby request Tourism Development Bank Limited to register my bank account and mobile number for CellPay facility

Full Name Mr. / Mrs. / Ms. \_\_\_\_\_

Bank Account No. \_\_\_\_\_

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Account Type \_\_\_\_\_

Branch \_\_\_\_\_

### **Number to be registered for CellPay service**

Mobile Number \_\_\_\_\_

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### **Terms and Conditions for CellPay service**

These Terms of Service form an agreement between you and Bank (hereafter referred to as the Bank) that governs your access to and use of Payment through Pinless Top-Up and Bill Payment – CellPay.

#### Requirements for Registration

Your valid mobile number will be used to register your bank account as a Payment Instrument to make Payment via CellPay. 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 the 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 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, you represent that you are a) 18 years old or older, and b) capable of entering into a legally binding agreement.

#### Username and Password Information

You are responsible for: a) maintaining the confidentiality of your mPIN, b) any and all transactions by persons that you give access to or that otherwise use such mPIN, and c) any and all consequences of use or misuse of your mPIN. You agree to notify us immediately of any unauthorized use of your mPIN 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 Service using your mPIN.

#### Payment Transaction Processing

The Service facilitates the processing of Payment Transactions to complete a payment for a purchase between you and a Merchant. You authorize the charge or debit to your payment instrument as necessary to complete processing of a Payment Transaction. You also authorize 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.

#### 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.

#### Permissible Payment Transactions

You may only use the Service 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 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 2) Explosives 3) Pornography materials and services of any kind whatsoever 4) Live animals 5) Banned / illegal drugs or other controlled substances 6) Fireworks or pyrotechnic devices or supplies 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 Service.

#### 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).

#### 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, the truth or accuracy

**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 Bank’s Web Site. 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).

**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.

**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 attorney’s fees, including without limitation attorney’s 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.

**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).

**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.

**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

**Bank Account Details**

The Bank may share my account details with CellPay to facilitate payment through my account for services offered by CellPay.

**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.

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date

**For Bank's Use Only**

Application Received on: \_\_\_\_\_

Verified by: \_\_\_\_\_

Approved by: \_\_\_\_\_