

**QUICK RESPONSE (QR) MERCHANT****APPLICATION FORM**

I/we request the bank to enroll me/us to accept QR based payment and provide the Merchant ID required for the same. Detail information are as under.

BUSINESS INFORMATION									
Registered Name of Business									
PAN or VAT No.									Business Registration No:
District					Municipality				Ward No.
Business Category	<input type="checkbox"/> Grocery <input type="checkbox"/> Hotel/Restaurant <input type="checkbox"/> Clothing <input type="checkbox"/> Others								
Name of Local Place					Nearest Prominent Place				

PROPRIETOR'S INFORMATION										
Applicant's or Owner's Name										
Current Address							Email			
Citizenship No.					Issued District					
Mobile No. (1)					Mobile No. (2)					
Bank Account No.					Account Maintained Branch					

ESTIMATED DAILY TRANSACTION

No. of Transaction	Amount of Transaction

I/we hereby agree with the terms and conditions mentioned overleaf and hereby irrevocably authorize you to debit my/our account(s) for the full amount of any fee/commission occurred through the use of QR based payment acceptance into the account.

Authorized Signature

Stamp

FOR BANK'S USE ONLY	
Merchant Category Code (MCC)	Processed Date:
Inputter:	Authorizer:
Name:	Name:
Designation:	Designation:
Signature:	Signature:

Bank's Disclaimer

The Merchant understand that Global IME Bank Ltd. will not be held responsible of any kind, express or implied, including any assurance of merchantability for a particular purpose, in connection with the System Services provided to you under this Agreement. We do not and cannot assure that System will operate without errors, or that any or all System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, our employees will not be held liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of use or access to System, including damages resulting from lost profits, loss of prospective economic advantage or revenue, lost data or business interruption or use of data by any third party, whether in an action in contract on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through this System. Accordingly, customers will also be informed that the Bank shall not be held responsible for any system services provided under this agreement. Information to the customers will be forwarded and placed accordingly stating merchant will hold all the liabilities related to the services provided.

Terms and Conditions:

Definition of terms used

The terms used in this agreement shall have the following meaning:

1. "GIBL" or "the Bank" means Global IME Bank Limited, Service Provider of QR based payment service upon request of the Merchant.
2. "The Merchant" means the one who run a wholesale or retail business or service for the purpose of earning profit and request to the Bank for registration in QR based payment service provided by the Bank and shall agree the terms and conditions of QR based payment service signing on it.
3. "Valid Mobile Banking App" shall mean an unexpired Mobile Banking App issued by any bank designated to any customer for any electronic transaction.
4. "Mobile Banking App member/user" or "Member" shall mean a person using valid Mobile Banking App
5. "Valid Charge" means the transaction amount authorized by the Issuer and is charged to the member as per electronic notification acceptable to the Bank
6. "Issuer" refers to the Bank or none Bank in the Payment Network who issue Mobile Banking App.
7. "MSF" means the Merchant Service Fee that merchant shall pay to the bank as a commission fee in using the bank's service.
8. "QR Based Payment" means a contactless payment where payment is performed by scanning a QR Code from Mobile Banking App.
9. "Electronic Notification" means the Notification generated by App after performing transactions with amount matching with invoice of Valid Charge.
10. "Dispute" means unsuccessful transaction that occurs due to various technical issues.

Conditions

11. The Merchant agrees to permit a Mobile Banking App user to charge the purchase of goods and services normally sold by Merchant. The Merchant acknowledges that any purchase from it by the Mobile Banking App user creates direct obligations on GIBL to pay it and Merchant shall not bill the member directly. Merchant agrees that the prices charged to Mobile Banking App user will not exceed prices charged to the public or will not include any surcharge.
12. The Merchant agrees that any charge accepted by GIBL if proved to be uncollectable on any of the following circumstances shall be the financial responsibility of the Merchant. The Merchant agrees to the non- payment of such charge or the charging back of such uncollectable charges by GIBL without any demur or protest by debiting Merchant's account maintained with any branches of GIBL or by adjusting in future payments.
 - Any charge which a Valid Charge is not as defined hereinabove.
 - Any charge incurred outside the territory authorized for the use of the Mobile Banking System of the Bank.
 - Any charges for merchandise or services in an amount more than the advertised price.
 - Charges for undelivered merchandise or services.
 - If the Merchant fails to comply with any of the terms and conditions spelled in this agreement.
13. The Merchant will indemnify and not hold GIBL responsible for any claims, demands, actions, suits or proceedings, liabilities, losses, costs, expenses, legal fees or damages asserted against GIBL by the Member because of acts or omissions by the Merchant in connection with the sale of goods and services (by the Merchant) and the performance of this Agreement. The indemnity provided herein shall service the termination/cancellation hereof in so far as it pertains to events which transpired during the subsistence hereof.
14. The Merchant agrees to display stickers and any other standard payment network brand logo and to maintain promotional material supplied from time to time by GIBL. The Merchant's right to display such stickers shall continue only so long as the merchant agreement remains in effect and unexpired.
15. The rights obtained under this Agreement are not assignable or transferable without written prior approval of GIBL.
16. GIBL shall be absolutely entitled at its discretion from time to time to add, alter delete or modify any of the terms and conditions contained herein by written prior intimation thereof to the Merchant. Such changes, additions, alterations, deletions or modifications shall be binding on the Merchant.
17. All disputes and differences relating to charges or claims arising out of payment transactions or as to the interpretation or enforcement of this Agreement shall be subject to the exclusive jurisdiction of the courts at Nepal.
18. This Agreement supersedes all previous agreements between GIBL and the Merchant and shall remain in effect until terminated by either party by a written notice in advance of 30(thirty) days, GIBL will be entitled, without notice and without being required to prove actual breach, to terminate this Agreement immediately. In the event of the Merchant not transacting any business with GIBL on Payment QR Code for a continuous period of 3 (three) months. GIBL reserves the right to cancel the Merchant's affiliation in relation to the payment. If excessive chargeable/ fraudulent transaction, GIBL reserves the right to terminate the merchant without any prior notice.
19. 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.
20. 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 or the fee will be directly credited to commission account of the Bank at the time of transaction and account of the Merchant shall be credited by net amount after deduction of applicable fee.
21. 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.
22. 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.

(Signature with company stamp)

Authorized Person

In case of Partnership/ Pvt. Ltd /Public Ltd. Mandatory multiple signature required as per the NRB guidelines.