



# Terms And Conditions

1. By requesting any transfer of funds the customer agrees that such transfer shall be subject to these terms and conditions. The performance of this contract mentioned herein by NIC ASIA Bank Limited (hereinafter referred as the "Bank") is subject to all regulation, decrees, administrative rules orders and circulars of Nepal Rastra Bank and other competent authorities now or hereinafter affecting the same, and any events beyond the control of this branch of the bank including but not limited to war, political disturbance, civil disorder or expropriation. If for any of the aforementioned reasons any customer or counter-party suffers any loss or damage or incurs any cost and expense, this branch of the bank including principal office and other branches, subsidiaries and affiliates of the bank shall not be not responsible for the same.
2. Instructions/RTGS once executed cannot be stopped or cancelled. Charges as per Bank's Schedule of charges will be levied
3. The Bank accepts for transmission only and at the customer's risk for items not payable at this branch of the Bank. The Bank will not be responsible for any loss or delays which may be caused by strike or other causes beyond its control nor for any act, omission, neglect, default, failure or insolvency of any correspondents, agents or subagents or of its own or their employees.
4. Should refund from, or repurchase by the Bank of the amount of the RTGS/NEFT or funds transferred through any other mode by desired refund or repurchase shall be made subject to such conditions as may be prescribed by the Bank and at the buying rate prevailing on that day for the currency in question less applicable costs, charges or expenses, provided the bank is in possession of the funds for which the payment instructions were issued free from any exchange or other restrictions.
5. The Bank may take its customary steps for issuance of RTGS/NEFT or for remittance according to this contract and in so doing, the Banks shall be free on behalf of the customer to make use of any correspondents, sub agents or other agency but in no case will the Bank or any of its correspondents or agents be liable for mutilations, interruptions, omissions, errors of delays occurring in the wire or cable or on the part of any cable or wireless company or authority or any employee of such company or authority or through any other cause. The Bank may send any message relative to transfer in explicit language, code or cipher.
6. Please be advised that in case of RTGS/NEFT, the remittance is being sent by the Bank or its agent at your entire risk and cost and that the Bank or its agent cannot be held liable for any mistake, omission, delay etc. which may arise in the transmission thereof and which causes misinterpretation of message at destination.
7. Any taxes levied by the respective government of the country where funds are being remitted, such taxes shall be borne by the applicant/customer.
8. The exchange applied by the Bank to convert into Foreign value/Local Value the Customer's funds received by the Bank are deemed to be acceptable to customer.
9. All charges/commission outside Nepal are on beneficiary's account unless specified.
10. The Bank reserves the right to send this fund transfer from different places other than the one specified by the remitter in case of operational circumstances so required.
11. RTGS remittance is subject to any exchange control or other restrictions, which may be imposed by the rules and regulations of the country where payment to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations.
12. The Bank will use reasonable endeavors to process applications received by the Bank during banking hours and on the same day. Applications received after such cut-off time will be processed on the next working day. It should also be noted that due to cut-off times for transmissions imposed by International Convention, this payment may not be affected on the date of request and the Bank will not be liable for any loss as a result of delays in transmission or payment by its servants, employees, correspondents or third parties.
13. All RTGS remittances are subject to applicable charges as per Bank's schedule of charges as revised from time to time and such charges may be directly debited by the Bank from the relevant customer's account.
14. The Bank's obligations under the Scheme/this agreement/arrangement will be subject to any reason or occurrence beyond Bank's control (whether foreseeable or not) resulting in prevention from or delay or interruption in performing its obligations including, but not limited to civil commotion, sabotage, lockout, strike or labor disturbances of any kind interfering with or affecting the normal functioning of the Bank, said processing center, airlines, railways, couriers, transport agencies, postal services or other concerned persons or of the clearance, transmission, delivery or transport of cheques or drafts, accidents, fire, flood, explosion, epidemic, quarantine restrictions, damage to the Bank or any other concerned facilities, absence of usual means of communication or transport or any other cause, whether of the same or different nature, unavoidable period there after within which any such obligation in capable of being fulfilled.
15. The customer hereby waives any and all claims he may have against the Bank which arise from or relate to the fund transfer requested by the customer, which is subject to these terms unless such claim arises from the fraud or will default of the Bank.
16. Except where the laws of the country of conflict, the RTGS remittance shall be governed by the laws of the country of issue.
17. Bank will not be liable for any delay or loss arising due to incomplete/wrong information regarding account number, name, IFSC etc.
18. I/We hereby oblige by the prevailing statutory regulation for INR exchange.
19. I/We hereby confirm that, all the supporting documents submitted for this transaction are genuine, I/we shall be fully responsible in case of any duplicate/fraudulent documents identified in future.