



QR MERCHANT ESTABLISHMENT
APPLICATION FORM



Date:

To
The Manager

Branch

I/we hereby request the Bank to enroll me/us to accept QR based payment and provide the appropriate merchant ID required for the same: (Note: all the fields are mandatory.)

Contact Person Detail:

Contact Person's Name:

Alternate Contact Person's Name:

Contact Number: Alternate Contact Number:

Email Address: Alternate Email Address:

BUSINESS INFORMATION:

Business Name (As mentioned in Account Opening Form):

Business Type: Sole Proprietor/ Partnership/ Pvt. Ltd/ Public Ltd. (Please Tick "√")

Address: Nearest Landmark:

Province: District:

Account Number (if available) : Maintained At: Branch.

Municipality/Rural Municipality: Ward No:

PAN No: Business/Company Registration No:

Line of Business:

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

Authorized Signature:

Stamp:

Terms and Conditions:

Definition of Terms Used

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

1. "NIC ASIA" or "the Bank" means NIC ASIA Bank Limited, Service Provider of QR based payment service upon request of the Merchant.
2. "The Merchant" means the one who runs 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 non-Bank in the Payment Network who issues 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 NIC ASIA 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 NIC ASIA 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 NIC ASIA without any demur or protest by debiting Merchant's account maintained with any branches of NIC ASIA 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 NIC ASIA responsible for any claims, demands, actions, suits or proceedings, liabilities, losses, costs, expenses, legal fees or damages asserted against NIC ASIA 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.
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 NIC ASIA. 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 NIC ASIA.
16. NIC ASIA 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 with or without providing 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 NIC ASIA and the Merchant and shall remain in effect until terminated by either party by a written notice in advance of 30(thirty) days. NIC ASIA 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 NIC ASIA on Payment QR Code for a continuous period of 3 (three) months, NIC ASIA reserves the right to cancel the Merchant's affiliation in relation to the payment. Also, in case of excessive chargeable/ fraudulent transaction, NIC ASIA 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 per the Standard Tariff of Charges (STC) of the bank related with QR transactions and this fee 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.