Annexure-9 Corporate Pay User Enrollment Form (Related to clause 53. (8))



CORPORATE PAY USER ENROLLMENT FORM

नेपाल राष्ट्र बैंकबाट 'क' वर्गव	को इजाजत	पत्र प्राप्त	संस्था																			
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Table 1: Signatory (Mention the approve approver user from approve the transact	er user of 1st Hie ion.)	combin rarchy	nation appro	require ves th	ed fo	or appro ansactio	oving tr on as p	ansac er the	tions slal	b, appro	over fi	rom	sub	seq	uent	Hi	erar	chy	in sa	ame	slab (can
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Required Services: Fund Transfer □Fun	d Trans	sfer Bu	ılk □Sa	alary F	Payn	nents 🗆	Vendo	r Payı	ment	ts□ Gov	ernm	ent :	Payı	men	ıts 🗆	Cr	edite	or/N	Ierch	ant i	Paym	ent

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		ned in the application form.	equivalent) dated	to dumonize disers to							
2.		letails mentioned in and attached with the a	application form are correct	and the email ID and mobile							
3.	•		ing CornoratePAY								
4.											
5.											
6.	1	me. that the Bank charges one-time cost for iss	suance or replacement of mol	hile number							
7.	I/We have read and under Information provided her terms and conditions of t shall bear the damage and	estand and hereby agree to the terms and con- rein are correct and true. I/We hereby agree the bank governing CorporatePAY. In the eventh of the state of the eventh of the e	ditions governing CorporateF to accept, abide and be boun vent I/We fail to abide by suce e agree and fully bear for suc	PAY at Rastriya Banijya Bank. d by present and future rules, th terms and conditions, I/We							
8.	I/We have read and under	rstood below mentioned terms and condition	ns and agree to abide them.								
Au	thorized Signatory	Authorized Signatory	Authorized S	Signatory							
Na	me:	Name:	Name:								
Des	signation:	Designation:	Designation:								
Dat Red 1) (2) 1 3) (4) 1 5) 1	quired Documents: Company Registration Cert PAN or VAT Company Resolution for av KYC and Identity documen Memorandum of Association	railing CorporatePAY service, transaction linutes of users if they are different persons other and Articles of Association ranges are Registered in Company Registrar Office									
For	Bank's Use Only (For RB	B's Branch)									
use CB Sup	r for transacting through C S Code of Corporate: poorting Documents Verifie										
Co	rporate Profile:										
	ecked/Verified By:		Approved By	y:							
	me:		Name:								
Sta	ff ID:		Staff ID:								
Sig	nature:		Signature:								
Dat	te:		Date:								

For Bank's Use Only (Payment and Settlement Department)

Name:

Date:

Staff ID:

Signature:

Approved By:

Name:

Date:

Staff ID:

Signature:

Terms and Conditions

Corporate confirms and agrees to the following terms and conditions for use of CorporatePAY:

- 1. The user information provided including Mobile number, Email 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 CorporatePAY
- 2. The bank reserves the right to determine and change from time to time the scope, timing and type of the services to be made available.
- 3. The user must be a customer of the bank and maintain an account at a branch of the bank.
- 4. The services are for the sole and exclusive use by the customer authorized to do so by the bank.
- 5. 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 S/he becomes aware of such use Bank will not be liable for any of the transaction allegedly performed by a third party.
- 6. 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.
- 7. 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.
- 8. The customer may change the password at any time. The customer, however, cannot change the User Name.
- 9. Customer must keep user name and related password confidential. At no time and under no circumstances shall the customer disclose the user Name and/or the Password to any other person.
- 10. 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.
- 11. 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 executed if given in the manner not acceptable to the bank and bank shall not be held liable for the consequences.
- 12. Any instruction given in connection with the services by the customer may not be rescinded 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. The Bank shall not liable for any computer/cybercrimes such as hacking phishing, Trojans or virus, etc. and shall not be liable for any unauthorized transactions and/or any transactions carried out by using illegal and fraudulent methods.
- 17. 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 CorporatePAY.
- 18. 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).
- 19. The customer shall provide necessary information as the bank may from time to time reasonably request for the purpose of providing the services.
- 20. 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 existing law.
- 21. 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.
- 22. 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, and shall not attempt to: a. 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. b. 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.
- 23. 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.
- 24. 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

- 25. The Customer shall be fully liable and responsible for all consequences arising 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 indemnity 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 willful default of the Bank. The Customer shall indemnity the bank in case of making any transactions in nominated accounts under these facilities.
- 26. The Bank may, at any time without giving notice or reasons suspend or terminate all or any of the services or their use by the Customer. a. Validity of the service agreement is for 1 year. b. Service will be discontinued even if the customer does not use the service for the long time within expiry date.

 27. The Customer may terminate the user of the Services at any time by giving to the Bank prior written notice within a reasonable period.
- 28. 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)

 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 CorporatePAY facilities.

 Customer / User fails to maintain the minimum balance as stipulated from time to time.

 Customer/User is suspected/found to be involved in hacking, phasing or any other cybercrime.
- 29. 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.
- 30. 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.
- 31. All the Customers 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.
- 32. Unless the context otherwise requires person includes and individual, firm, company, corporation and an unincorporated body of persons.
- 33. These Terms & Conditions will stand amended if Law Government regulations or instructions issued regulatory bodies, necessitate such amendments.
- 34. 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.
- 35. Ensure availability 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 CorporatePAY 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.
- 36. 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 CorporatePAY 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.

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

Example:

Amount wise Transaction approving details:

Amount from	Amount to	Amount to No of approvers required List of users having authority to approve transaction		
		for given transaction range	(Enter corporate user name/s with Approver	2 or 3 etc.)
		(1 or 2 or 3 etc.)	transaction Role)	
0.01	500,000	1	User Name of Sr. Accountant, Accountant	1
0.01	500,000	1	User Name of CEO, Dy. CEO, CFO, COO	2
500,000.01	10,00,000	1	User Name of Sr. Accountant, Accountant, CFO, COO	1
500,000.01	10,00,000	1	User Name of CEO, Dy. CEO	2
10,00,000.01	20,00,00,000	1	User Name of Sr. Accountant, Accountant, CFO, COO,	1
			Dy. CEO	
10,00,000.01	20,00,00,000	1	User Name of CEO	2

(Example: In the above example, if transaction up to 5 lakhs have to be processed, either Sr. Accountant or Accountant will have to approve the transaction 1st then any one Signatory from higher level authority can approve the transaction to be processed. Hence, Hierarchy 1 should be assigned to Sr. Accountant and Accountant and Hierarchy 2 for rest of the corporate users for transaction up to 5 lakhs. Similarly, number of approvers required for another transaction slab and Hierarchy can be added as illustrated in the above table.)