

**MBL QR Sub- Merchant Application Form**

Date: .....

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 as Sub-merchant: (Note: all the fields are mandatory.)

**Name of Master Merchant:** .....**SUB-MERCHANT DETAILS:**

Business Name: .....

PAN No.: ..... Business Registration No.: .....

Major Products/Services:.....

Address: .....

**CONTACT PERSON DETAILS:**

Name: .....

Mobile No.: ..... E-Mail ID: .....

Address.....

**ENROLLMENT DETAILS:**Enroll In:  Fonepay\_\_\_\_  Nepal QR\_\_\_\_  Smart QR \_\_\_\_  We Chat Pay \_\_\_\_  MOCO \_\_\_\_  
 .....**TERMS AND CONDITIONS:**

By signing the application form, the merchant understands and agrees to abide by the terms and conditions of the respective payment networks, and the terms and conditions set forth below for acceptance of QR payment:

**Definitions:**

- "Machhapuchchhre Bank Limited" or "MBL" or "The Bank" refers to Machhapuchchhre Bank Limited, an A class commercial provider, who is the service provider for QR based payments.
- "Merchant" refers to entity acquired as a Merchant by Machhapuchchhre Bank Limited, who accepts QR Payment/s against the sale of goods and/or services
- "Sub Merchant" refers to entity/division acquired/created by Merchant, who accepts QR Payment/s against the sale of goods and/or services.
- "Customer" refers to the party who makes QR Payment/s to the Merchant for purchase of goods and/or services.
- "QR payment" is a service which allows customer to make payments to a Merchant/Sub Merchant for goods and services using a unique two-dimensional quick-response (QR) code generated by the Merchant /Beneficiary. This service is available on customers' banking application or digital wallet/s.
- "QR Network" refers to the payment network provided by payment network service provider, where MBL is a member bank.
- "QR Payments" refers to payments from the customer into the Merchant's account using QR Scan and Pay. Customers make payment by scanning the Merchant's QR Code using the Application.
- Merchant Discount Rate/Merchant Service Fee: A service fee levied by Bank to Merchant as determined by QR Network or as prescribed by Nepal Rastra Bank.

**Terms and Conditions:**

- Machhapuchchhre QR Code shall be offered to business entities and individuals eligible to run business. Machhapuchchhre QR refers to the QR code offered to it's merchants under different networks such as Fonepay, Nepal Pay QR and any other networks added by the bank from time to time.
- Merchant agrees to download and install Merchant App/s provided by MBL to setup and use QR payment. Merchant is required to select an account to be used by Machhapuchchhre Bank for settlements of funds received via QR Payment, entire settlement of the transactions done via QR shall be settled in the mentioned account on T+1 basis or as per QR Network settlement rule.
- Maximum daily accumulated purchase transaction limit on MBL QR Payment shall be applicable as per the directives/circulars/notices issued by the Nepal Rastra Bank. The bank reserves the right to change/alter the transaction limits as per the directives/circulars/notices issued by NRB or as per the bank's policy.
- Merchants should ensure that it and its Sub-merchants shall duly comply with provisions of Assets Laundering Prevention Act, 2063 and directives issued by Nepal Rastra bank on AML/CFT regulations.

- Merchant is wholly responsible to ensure the correct amount and Customer's information is obtained prior to receiving the QR Payment. The amount entered by Merchant's and/or information transmitted via QR Code shall be deemed by MBL to be correct upon Customer's/Merchant's confirmation of the payment. MBL is under no obligation whatsoever to verify that the amount paid matches with the Merchant's amount.
- Merchant can enroll sub-merchants in line with directives issued by Nepal Rastra Bank by obtaining the duly filled application form as prescribed by MBL. If enrolled Sub-merchant is legally different entity, then Merchant shall assist MBL in completing KYC of its sub-merchant by submitting all the prescribed documents and information as prescribed by NRB or QR Network.
- Merchant shall be fully responsible for settlement of sub-merchant as per settlement procedures of QR Network. MBL shall not be liable for any pending settlements at Merchant end to its Sub-Merchant. MBL has every right to suspend/terminate the merchant/sub-merchant if any suspicious activities are found.
- Merchant agrees that it shall indemnify, defend and hold MBL, its employees and network partners (collectively, the "Indemnitees") harmless, from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities, suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of any failure of Merchant, its sub-Merchants, or their respective employees to comply with any provision of this agreement, applicable Law, directives issued by NRB or guidelines issued by QR network.
- Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by either the Merchant or customers), the settlement of such disputes shall be between the Customer and Merchant/ Beneficiary. MBL will NOT revoke and/or reverse successful QR Payments, play any part in the outcome or dispute settlement between the Customer and Merchant/Beneficiary. MBL shall not be held responsible amongst others for disputes arising from:
  - The customer/buyer not receiving any goods or services or Goods or services non-conformance to standard from the Merchant.
  - Miscommunication by the Merchant to the Customer.
  - Any wrong/fraudulent/unauthorized payment.
- Customer/Merchant shall take all reasonable precautions to prevent any unauthorized use of QR Payment due to loss or theft of their mobile device. In the event of any loss or theft of their mobile device, Customer/Merchant shall notify the Bank by telephone/writing immediately upon the discovery of such lost or theft to deactivate the use of QR Pay.
- Merchant will be liable for unauthorized transactions if Merchant
  - Acted fraudulently.
  - Delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the QR Pay and/or mobile device
- Failed to protect the security of their Password and device including but not limited to voluntarily disclosing the Password to another person; or allowing another person to use their mobile device.
- Any queries, complaints or report loss shall be directed to MBL any time.
- The rights obtained under this agreement are not transferable without written approval from MBL.
- The terms and conditions mentioned here in the agreement shall be added, altered, deleted or modified upon MBL's discretion, but shall be superseded by statutory guidelines issued by Government of Nepal or Regulatory guidelines issued by Nepal Rastra Bank.
- All disputes and differences relating to charges or claim arising out of QR transaction or as to the interpretation of this Agreement shall be subject to the exclusive jurisdiction of the courts at Kathmandu, Nepal.
- The merchant agrees that any charge accepted by MBL is proved to be uncollectable of any of the following circumstances; the financial responsibility will be of merchant. MBL reserves the rights to settle such amount either through debit to nominate account or adjusting in future payments:
  - Charges are not Valid Charge as defined above.
  - Charges were incurred beyond the date indicated as valid on the QR payment.
  - Charges incurred outside the authorized territory.
  - Charges incurred involving forgery.
  - Charges were submitted after 7 (seven) days of its occurrence.
  - Charges without approval in case of above floor limit transaction.
  - Charges in excess to the tagged price.
  - Charges for undelivered merchandise or services.
  - Charges for merchandise or services purchased were not as promised or defective.
  - Any charges with respect to which client's complaint or request for an adjustment has not been resolved by the merchant.
  - Charges for non-compliance with any other terms and conditions spelled in this Agreement.
- This Agreement replaces all previous agreement between the Bank and merchant and shall remain in effect until terminated by either party by a written notice in advance of 30 (thirty) days. In the event of merchant failing to comply the terms of this Agreement or committing breach hereof or the activities not acceptable to MBL, MBL reserves the right, without any notice or requisition to prove actual breach, to terminate this Agreement immediately.
- Merchant Discount Rate/Merchant Service Fee shall be agreed between the parties as and when it is applicable.
- Merchant is solely responsible for any financial cost involved during integration with its billing Vendor for generation of Dynamic QR.

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Authorized Signature/s and Stamp