



**APPLICATION FORM**  
**QR Merchant Establishment**

**BUSINESS INFORMATION**

Business Name

Business type  Sole Proprietorship  Partnership  Pvt. Ltd.  Public Ltd.

Address 

Province	<input type="text"/>	District	<input type="text"/>
Municipality	<input type="text"/>	Tole	<input type="text"/>

PAN No.  VAT  Yes  No

Mobile No.  Email ID

Phone No.  -  FAX

Business/Company Registration No.

Category  Retail Store  Mart  Hotel  Stationary  Travel and Tours  Restaurant/Cafe  
 Others (Specify) .....

Registered with  Riural/Municipality  Department of Cottage and Small Industry  Department of Commerce  
 Office of Company Regiistra

Estimated Daily Transaction Count  Value

NEPALPAY  fone pay  Other Specify .....

**ACCOUNT DETAILS AND DEBIT AUTHORITY**

Finance Name  Branch

Account No.

Account Name  Account Type  Business  Personal

I/We hereby authorize Goodwill Finance Limited to debit my/our mentioned Finance account for the propose specified in this application form under the mentioned terms & conditions.

**BUSINESS PERSONNEL CONTACT INFORMATION**

Name

Mobile No.  Email ID

Phone No.  -  Job Title

Citizenship No.

**For Office use only**

Merchant Service Fee:

**Maker:**

Name: .....

Designation: .....

Signature: .....

Date:  -  -

**Checker:**

Name: .....

Designation: .....

Signature: .....

## Terms and Conditions:

### Definition of terms used

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

1. "Goodwill" means Goodwill Finance Limited, (Licensed by NRB as Financial Institution) 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 Goodwill for registration in QR based payment service provided by the Goodwill and shall agree the terms and conditions of QR based payment service upon signing on it.
3. "Valid Mobile Banking App" shall mean an unexpired Mobile Banking App issued by any Bank & Financial Institution 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 Goodwill.
6. "Issuer" refers to the Goodwill or a non Financing entity in the Payment Network who issue Mobile Banking App.
7. "MSF" means the Merchant Service Fee that the merchant shall pay to the Goodwill as a commission fee in using the Goodwill's service.
8. "QR Based Payment" means a contractless payment where payment is performed by scanning a QR code form Mobile Banking App.
9. "Electronic Notification " means the Notification generated by App after performing transaction(s) 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 form it by the Mobile Banking App user creates direct obligations on Goodwill 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 Goodwill 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 Goodwill without any demur or protest by debiting Merchant's account maintained with any branches of Goodwill or by adjusting in future payments.
  - a) Any charge which a Valid Charge is not as defined herein above.
  - b) Any Charge incurred outside the territory authorized for the use of the Mobile Banking System of the Goodwill.
  - c) Any Charges for merchandise or services in an amount more than the advertised price.
  - d) Charges for undelivered merchandise or services.
  - e) If the Merchant fails to comply with any of the terms and conditions spelled in this agreement.
13. The Merchant will provide indemnity and not hold Goodwill responsible for any claims, demands, actions, suits or proceedings, liabilities, losses, costs, expenses, legal fees or damages asserted against Goodwill 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 Goodwill . The Merchant's right to display such stickers shall continue only so long as the merchant agreement remains in effect and untermiated.
15. The rights obtained under this Agreement are not assignable or transferable without written prior approval of Goodwill.
16. Goodwill 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 to 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 Goodwill and the Merchant and shall remain in effect until terminated by either party by a written notice in advance of 30 (thirty) days. Goodwill 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 Goodwill on Payment QR Code for a continuous period of 3 (three) months. Goodwill reserves the right to cancel the Merchant's affiliation in relation to the payment. In case of excessive chargeable/fraudulent transaction by the Merchant, Goodwill 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 Goodwill 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 the 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 Goodwill 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 Goodwill 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 Goodwill to make final decision and thus the Merchant shall abide by such decisions made by the Goodwill.
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.

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(Signature with company stamp)

Authorized Person

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