

## End User License Agreement

This CGPay mobile Application is provided by CGPay Private Limited. This End User License Agreement ("Agreement") is an agreement between YOU and CGPay and applies to your use of the Mobile application and related technology provided.

CGPay provides you with this Mobile application to enable you to access financial services offered under the CGPay (<https://www.cgpay.com.np>) service trademark. CGPay partners (Banks, merchants, financial and other institutions) in Nepal. You will be able to link your bank accounts ("your account") in partner banks ("your bank") within your CGPay account.

Before using this App, you should read this Agreement and your Bank's Terms and Conditions carefully.

1. By clicking "I Accept" you agree to the terms of this Agreement, and our Privacy Policy.
2. CGPay Private Limited, and not Apple or Google Inc. is responsible for the Mobile application and its content.
3. The financial services available through the Mobile application are provided by your Bank. CGPay does not offer direct financial transaction services or products by providing you with this Mobile application.
4. Data and SMS charges (including roaming charges) from your mobile service provider may apply wherever applicable and you are responsible for these charges.
5. You must not use this Mobile application on any device or operating system that has been modified other than original provided by vendor(s). Modified means and includes devices that are "jail-broken" or "rooted". For the purposes of this Agreement, a jail-broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval.
6. You agree that neither Apple, Google Inc., are under any obligation to provide any maintenance and support services for the App.
7. No Guarantees
  - This Mobile application is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. CGPay cannot guarantee that access to the Mobile application will be uninterrupted or that there will be no delays or failures. CGPay cannot also guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. You are responsible for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. CGPay are not responsible if you incur any loss as a result of any of the matters.
  - CGPay are not responsible for any third-party software that may be used in connection with the App.
8. Links to Third Party Sites or Content
  - By providing hyperlinks within the Mobile application CGPay do not endorse and are not responsible for any linked websites. CGPay recommend that you view the linked website's terms, privacy and cookie policy pages to understand how use of that website may affect you. CGPay are not responsible for the accuracy, timeliness or the continued availability or the existence of content, hyperlinks, or third-party websites or pages linked to the App.
  - The Mobile application may offer access to news services, market analysis, financial planning tools or other information provided by third parties. CGPay do not control, cannot guarantee, and are not responsible for, the accuracy, timeliness or even the continued availability or existence of such content.

- Certain services may use information about your physical location sent from your mobile device (e.g. GPS signals), and permissions for access to your device's camera function, contact list stored on your device, and access to SMS services.
- If you use these services, you consent to us, our partners and licensees, and Google accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using your data to enable us and Google to provide the relevant functionality in accordance with the terms and conditions and privacy policy of this Mobile application and those of Google.
- You will be asked to consent to the use of location services when you download the App, or, for iOS devices, the first time you use any of these services.
- You may withdraw this consent at any time by turning off the permission settings for these services on your mobile device.

#### 9. Trade Marks and Copyright

- "CGPay" is a trademark of CGPay Private Limited. You may not use or reproduce the mentioned trademark, logo or brand name. Copyright in the pages, screens, information, and all material in their arrangement, included in the Mobile application is owned by or licensed to us unless otherwise quoted.
- You may not use the Mobile application for any purpose unlawfully.
- Apple, Google Inc., and any mobile telephone network provider will not have any responsibilities or obligations to you in relation to this App
- CGPay will be responsible for any claims from you or a third party relating to the Mobile application or its possession or use, including alleged breaches of a third party's intellectual property rights, product liability claims, compliance with legal or regulatory requirements and consumer protection claims.

#### 10. Responsibilities

You are responsible for all claims, damages and costs arising from use of this app and information you provided.

#### 11. Miscellaneous

- You confirm that:
  1. you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
  2. you are not listed on any U.S. Government list of prohibited or restricted parties. Lists of these countries and parties may be found at [www.state.gov](http://www.state.gov) and [www.treasury.gov](http://www.treasury.gov).
  3. CGPay may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, CGPay can still insist on the strict application of this Agreement later on.
  4. All concerns to CGPay, questions or complaints must be addressed to and sent in writing to [support@cgpay.com.np](mailto:support@cgpay.com.np)
  5. CGPay may transfer all or any of our rights under this Agreement to a company affiliated with us or to any other party. You may not transfer your rights or obligations under this Agreement to anyone else.
  6. If for any reason a court of competent jurisdiction finds any provision or portion of the Agreement to be unenforceable, the remainder of the Agreement will continue in full force and effect.

## 12. Variation

- CGPay may change the terms of this Agreement and will provide you with notice before the changes take effect as follows: i. if Your Bank is located within Nepal, personally (for example by e-mail, SMS, by a message within the App), at least 1 months before the changes take effect
- CGPay may end this Agreement immediately if:
  1. You have seriously or persistently broken any of the terms of this Agreement or the Bank Terms including where you are, or CGPay reasonably suspect you have committed fraud; you were not entitled to download the App; CGPay have reasonable grounds for believing you have committed or are about to commit a crime in connection with your bank account; or if you have involved in any anti-money laundering requirements.
  2. If the Mobile application is withdrawn by Apple, and/or Google Inc.
  3. If CGPay reasonably consider that by continuing the contract: a. CGPay may break a law, regulation, code, court order or other duty; or b. CGPay may be exposed to action or censor from any government, regulator or law enforcement agency.
  4. CGPay will notify you immediately after CGPay have terminated the Agreement. This can include SMS, a message when you log onto the App, by post, by e-mail, by secure e-message, by a message on your statement, or in any other way that will be sent to you individually.
  5. CGPay may end this Agreement for any other reason by giving you at least 15 days' personal notice. This may happen if, for example, CGPay replace the App.
  6. You can end this Agreement at any time by deleting the Mobile application from your mobile device.

## 13. Jurisdiction

This Agreement is governed by the same laws as the terms and conditions that apply to the financial products you access using this App.

## Glossary

- "App" means an application that runs on a mobile operating system including, for example, Apple iOS or Android.
- "we," "us" or "our" means CGPay.
- "you", "your" and "yours" mean the person(s) downloading the App.
- "Your Bank" means the financial institution that you bank with, whose financial services you can access through the App.