

End User License Agreement

Please read all of this Agreement.

This App is provided by **Hamro Technology Pvt Ltd** ("HTPL"). This End User License Agreement ("Agreement") is an agreement between you and HTPL and applies to your use of the App and related technology provided by HTPL. HTPL provides you with this App to enable you to access financial services offered by the Banking Sector (A, B, C, D, E & other) in Nepal that you bank with ("your Bank"). Your Bank will also provide you with terms and conditions that apply to your use of this App ("Bank Terms and Conditions") once you have accepted this Agreement. If the Bank Terms and Conditions and this Agreement conflict, the Bank Terms and Conditions will apply, and Your Bank will be responsible for enacting those terms and conditions as mentioned in their offer and policy. Before using this App, you should read this Agreement and the Bank Terms and Conditions carefully. By clicking "I Accept" you agree to the terms of this Agreement, and our Privacy Policy.

END USER TERMS FOR SMS The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from your financial institution. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. The services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through the text messages sent to and from your financial institution. You must provide source indication in any messages you send (e.g., mobile telephone number, 'From' field in text message, etc.).

1. HTPL, not Apple, Google Inc., Microsoft Inc. or Blackberry is responsible for the App and its content.

2. The financial services available through the App are provided by Your Bank. HTPL does not offer financial services or products and by providing you with this App HTPL does not offer you any products or services.

3. Data and SMS charges (including roaming charges) from your mobile service provider may apply. You are responsible for these charges.

4. You must not use this App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This 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.

5. You agree that neither Apple, Google Inc., Microsoft Inc. nor Blackberry are under any obligation to provide any maintenance and support services for the App.

6. No Guarantees

6.1 This App is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that access to the App will be uninterrupted or that there will be no delays or failures. We 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. We are not responsible if you incur any loss as a result of any of the matters set out in this clause 6.

6.2 We are not responsible for any third party software that may be used in connection with the App.

7. Links to Third Party Sites or Content

7.1 By providing hyperlinks within the App we do not endorse and are not responsible for any linked websites. We recommend that you view the linked website's terms, privacy and cookie policy pages to understand how use of that website may affect you. We 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.

7.2 The App may offer access to news services, market analysis, financial planning tools or other information provided by third parties. We do not control, cannot guarantee, and are not responsible for, the accuracy, timeliness or even the continued availability or existence of such content.

7.3 Certain services may use information about your physical location sent from your mobile device (e.g. GPS signals).

7.4 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 location data to enable us and Google to provide the relevant functionality in accordance with the terms and conditions and privacy policy of this App and those of Google.

7.5 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.

7.6 You may withdraw this consent at any time by turning off the location services settings on your mobile device.

7.7 Access to Google Maps /Google Earth APIs through the App is subject to separate Google terms and conditions available at: Maps Terms – http://maps.google.com/help/terms_maps.htm Legal Notices – http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html AUP - http://maps.google.com/help/legalnotices_maps.html

7.8 You acknowledge and agree that HTPL has no control over the content of Google Maps.

8. Trade Marks and Copyright

8.1 “HTPL”, is a trademark of Hamro Technology Pvt Ltd. 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 App is owned by or licensed to us unless otherwise noted.

8.2 You may not use the App for any purpose which is unlawful, abusive, libellous, obscene or threatening.

8.3 Apple, Google Inc., Microsoft Inc., Blackberry, any mobile telephone network provider and any intermediary making the App available for download will not have any responsibilities or obligations to you in relation to the App.

8.4 HTPL will be responsible for any claims from you or a third party relating to the App 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.

9. Responsibilities

9.1 You are responsible for all claims, damages and costs arising from: (i) your use of the App, (ii) our reliance on information you have provided, (iii) any breach by you of this Agreement, of any intellectual property or other right of any person or entity.

10. Miscellaneous

10.1 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of this Agreement later on.

10.2 All notices to HTPL, questions or complaints must be addressed to and sent in writing to your Bank.

10.4 We 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.

10.5 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.

10.6 Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

10.6 License Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hardcopy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

10.7 Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) Decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) Redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

11. Variation

11.1 We 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, or

12. Termination

12.1 We may end this Agreement immediately if: (i) You have seriously or persistently broken any of the terms of this Agreement or the Bank Terms including where you are, or we reasonably suspect you have committed fraud; you were not entitled to download the App; we 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 not satisfied any antimoney laundering requirements. (ii) If the App is withdrawn by Apple, Google Inc., Microsoft Inc. or Blackberry. (iii) if we reasonably consider that by continuing the contract: (iv) if we may break a law, regulation, code, court order or other duty; or (v) if we, or another HTPL group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

12.2 We will notify you personally immediately after we 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.

12.3 We may end this Agreement for any other reason by giving you at least 15 days' personal notice. This may happen if, for example, we replace the App.

12.4 You can end this Agreement at any time by deleting the App from your mobile device.

13. Jurisdiction

13.1 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. "HTPL" or "HamroTechnology" means Hamro Technology Pvt Ltd, its subsidiaries and affiliated companies. "we," "us" or "our" means HTPL. "you", "your" and "yours" mean the person(s) downloading the App. "Your Bank" means the Co-Operative financial institution that you bank with, whose financial services you can access through the App. HTPL Privacy Policy The purpose of this Mobile App is to provide you a mechanism which will enable you to access the financial services offered by your Bank. To help us determine whether you have accepted this Agreement, we use "cookies." Cookies are small files that our web server places on your mobile device that allow us to identify your acceptance of this Agreement. HTPL does not gather any information from you, store any information related to you or provide any information about you to non-affiliated third parties. Please review your Bank's Privacy Policy with regard to its collection and use of information. If any dispute arises in respect of this agreement, the matter will be referred to a court of law at Nepal.