



बैंक अफ काठमाण्डू लिमिटेड  
**BANK OF KATHMANDU LTD.**  
*we make your life easier*

The Branch Manager  
Bank of Kathmandu Ltd.

\_\_\_\_\_ Branch

Date: .....

**Subject:** Request for 3D Secure E-commerce Service from BOK's

Debit  Credit  International Card

Dear Sir/Madam

I/We herby request you to allow my/our debit/credit/international card to do online transactions.

Sincerely Yours,

Account holder's Signature: .....

Account holder's Name : .....

Account Number : .....

Card Number : .....

Card Expiry Date : .....

Mobile number : .....

Email Address : .....

**FOR BANK USE ONLY**

.....  
Signature of Account Holder verified by  
Date:

.....  
BM/BI/Department Head

# Terms and Conditions for 3D Secure E-commerce Service

## The user accepts and completely agrees to abide by the following terms and conditions

Your use of 3D Secure E-commerce service provided by Bank of Kathmandu Ltd. is subjected to the following Terms and Conditions ("T&C"). Please read the T&C carefully and make sure that you have understood it completely before using the service.

The following terms and expressions shall have the following meanings unless otherwise defined:

- "Card" means valid debit, credit and prepaid cards issued by Bank of Kathmandu to the Cardholder.
  - "Merchant" means any person who owns or manages or operates the Merchant Establishment through a website and is duly enrolled in the network through a member bank participating in the network; and accepts online payment made by the Cardholder using the Card for the product and/or service purchased through the Merchant's website.
  - "3D Secure" is a security protocol that is designed to provide an additional layer of security for online credit and debit card transactions.
  - "E-commerce" is the activity of buying or selling of products on online services or over the internet.
  - "3D Secure One Time Password" means the six (6) digit secret code that is valid for only one login session or transaction required for 3D Secure E-Commerce service for the purpose of authenticating the Cardholder while making online payment using the Card.
  - "Service" means the 3D Secure E-commerce service introduced by Bank of Kathmandu, after obtaining required authorizations from payment gateway for authenticating the Cardholder to make online payments with Card.
  - "Website" means the website of Bank of Kathmandu located at URL: <http://www.bok.com.np>
  - "Chargeback" means a dispute resolution mechanism available to the Cardholder to resolve his/her grievances against transactions processed through his/her card in accordance to the rights and duties endowed by the dispute resolution guidelines developed and updated from time to time by payment gateway.
1. The Cardholder shall apply for registration to the Service and generate the 3D Secure One Time Password (OTP) through Bank of Kathmandu's website or application form in the manner prescribed by Bank of Kathmandu for the usage of Service. Bank of Kathmandu shall be entitled at its sole discretion to accept or reject such applications.
  2. The Cardholder shall register for the Service by providing required card details and other details as shall be required by Bank of Kathmandu from time to time for generating the 3D Secure One Time Password (OTP). Bank of Kathmandu shall validate the details provided by the Cardholder to enable the Cardholder to generate the 3D Secure OTP. In the event any of the card details of the Cardholder is not as per the details with Bank of Kathmandu, Bank of Kathmandu shall at its sole discretion reject the generation of 3D Secure OTP. On successful generation of the 3D Secure OTP by the Cardholder, Bank of Kathmandu shall communicate the same to the Cardholder by sending the OTP in the mobile number and email address provided by the Cardholder.
  3. Bank of Kathmandu without any reference to the Cardholder shall validate the Card details provided by the Cardholder, during the course of an online transaction and the Merchant will not be privy to the same.
  4. Debit and Credit Cards can be used for online payments for merchants based/registered in Nepal, India and Bhutan only and USD Cards for online payments for merchants based/registered anywhere in the world.
  5. In case of online payment using Bank of Kathmandu's Card over the Internet, the Cardholder will not sign the charge slips at the time of making the online payment. Accordingly, the Cardholder accepts that, in the event of any dispute regarding the authenticity or validity of such payment after being authenticated through the Service, for any reason whatsoever, the Cardholder shall be liable to pay the outstanding amount payable. Bank of Kathmandu shall not be liable, in any manner whatsoever, for the same.
  6. Neither Bank of Kathmandu nor its officers, employees and agents shall be liable for any unauthorized transactions occurred through the use of the Service and the Cardholder hereby fully indemnifies and holds Bank of Kathmandu harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. Bank of Kathmandu shall under no circumstance be held liable to the Cardholder if the Service is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Bank of Kathmandu. Under no circumstances shall Bank of Kathmandu be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Cardholder or by any other person. Illegal or improper use of the Service shall render the Cardholder liable for payment of financial charges as decided by Bank of Kathmandu or will result in suspension of the Service.
  7. The Cardholder shall be solely responsible for the payments made through the Internet even in the event of the Cardholder claiming non-possession of the Card with him/her. The Cardholder shall further be solely responsible for any payments made using the Card through the Internet for travel and entertainment purposes and cannot claim the invalidity of the same.
  8. The Cardholder agrees and acknowledges that Bank of Kathmandu shall in no way be held responsible or liable if the Cardholder incurs any loss as a result of carrying the instruction of the Cardholder pursuant to the verification through the 3D Secure One Time Password and the Cardholder shall fully indemnify and hold harmless Bank of Kathmandu in respect of the same. The Cardholder shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The Cardholder agrees and acknowledges that any loss, damage, liability caused or suffered by the Cardholder due to disclosure of all information of confidential nature shall be borne by the Cardholder without transferring any liability or responsibility towards Bank of Kathmandu. The Cardholder shall comply with such guidelines, instructions or terms as Bank of Kathmandu may prescribe from time to time with respect to the 3D Secure One Time Password. The Cardholder is fully liable for the transactions if not performed at 3D secure merchants with the use of 3D Secure One Time Password or use of only Card Verification Value (CVV).
  9. Any payment made on the Internet using the Cardholder's 3D Secure One Time Password shall be deemed as an instruction received from the Cardholder. The Cardholder's 3D Secure One Time Password generated by him/her, allows Cardholder to make payments through Internet and that Cardholder is the sole and exclusive owner of the Cardholder's 3D Secure One Time Password and accepts sole responsibility for use, confidentiality and protection of the 3D Secure PIN, as well as for all payments made using such 3D Secure One Time Password. The use of the Card by the Cardholder for making payments on the Website is at the Cardholder's own risk and is the Cardholder's sole responsibility.
  10. Bank of Kathmandu reserves the right to charge and recover from the Cardholder, service charges/other applicable charges for the Service enjoyed by the Cardholder immediately or any time after the transaction has occurred. The Cardholder hereby authorizes Bank of Kathmandu to recover the service charge by debiting the Card and/or Bank Account of the Cardholder opened with Bank of Kathmandu. Failure to obtain such charges may lead to suspension of the Service without any prior reference to the Cardholder or without any liability to Bank of Kathmandu. In the event of suspension of the Service, Bank of Kathmandu reserves the sole right to accept or decline the request for resumption of the Service.
  11. The Cardholder shall indemnify and hold Bank of Kathmandu, including its officers, employees and agents, indemnified against all losses and expenses on full indemnity basis which Bank of Kathmandu may incur, sustain, suffer or is likely to suffer in connection with the execution of the Cardholder's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing the Service.
  12. Bank of Kathmandu has no obligation to verify the authenticity of any payment made from the Cardholder's 3D Secure One Time Password other than by means of verification of the Cardholder's 3D Secure One Time Password.
  13. This Service shall be provided at the discretion of Bank of Kathmandu who reserves the right to add, revise, suspend in whole or in part any of the Services provided by it. By using the Service, the Cardholder shall be deemed to have accepted these Terms. Bank of Kathmandu shall have the absolute discretion to amend or supplement any of the Terms and/or terms and conditions stipulated by Bank of Kathmandu pertaining to the Service and/or to any services/facilities offered by Bank of Kathmandu at any time without any prior notice by hosting the same on the Website or in any other manner as decided by Bank of Kathmandu. The Cardholder shall be responsible for regularly reviewing these Terms and the terms and conditions stipulated by Bank of Kathmandu including amendments thereto as may be posted on the Website. Such amended Terms stipulated by Bank of Kathmandu will thereupon apply to and be binding on the Cardholder.
  14. Bank of Kathmandu shall have no obligation to verify the authenticity of any transaction / instruction received or supposed to have been received from the Cardholder other than by means of verification of the 3D Secure One Time Password. While Bank of Kathmandu shall endeavor to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. Bank of Kathmandu may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the discretion or otherwise of any instruction and have the right to suspend the Service if it has reason to believe that the Cardholder's instructions will lead or expose to direct or indirect loss or may require an indemnity from the Cardholder.
  15. The Cardholder reserves the right to lodge Chargeback with Bank of Kathmandu against any transaction posted in his/her card account, within 120 days from the day of transaction processing date. Bank of Kathmandu may accept the dispute (or Chargeback) lodged by the Cardholder subject to Dispute Investigation fee determined by Bank of Kathmandu from time to time which is independent and mutually exclusive to any fees and charges levied by Payment gateway in course of dispute resolution. The Cardholder authorizes Bank of Kathmandu to debit such fees and charges to the card account or bank account irrespective of the outcome of the dispute resolution process. In order to initiate and administer the Chargeback process, the Cardholder hereby authorizes Bank of Kathmandu to act on his/her behalf to lodge the dispute with the acquiring bank using the available chargeback rights prescribed in the dispute resolution guidelines of Payment gateway. The Cardholder shall be informed of the proceedings of the Chargeback from time to time. The Cardholder hereby agrees that the decision of Payment gateway's reviewing committee on the disputed transaction(s) is final and binding to him/her.
  16. The Cardholder duly accepts that s/he shall make the payments of posted transactions within the payment due date prescribed by Bank of Kathmandu despite the Cardholder has lodged Chargeback or wishes to lodge the Chargeback. In the event of dispute resolved in favor of the Cardholder, Bank of Kathmandu shall duly credit the proceeds in the same card account within the period prescribed by dispute resolution guidelines of payment gateway.
  17. During the currency of this agreement, the Cardholder acknowledges that s/he is familiar with and aware of the laws of the land and foreign exchange, Anti-money Laundering and Combating of Financing of Terrorism regulations prescribed by regulatory authorities and agrees to comply with them strictly. The Cardholder is solely liable for voluntary or involuntary indulgence in any illegal, money laundering or financing for terrorism activities using 3D Secure E-commerce service; and indemnifies Bank of Kathmandu harmless against any damages, claims or lawsuits or penalties arising out of the such involvement of the Cardholder including but not limited to purchases such as purchases of pornographic nature, online gambling etc.
  18. All disputes, if any, arising out of or in connection with, or because of this Terms and Conditions or otherwise relating hereto, shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Kathmandu only.
  19. Bank of Kathmandu shall make reasonable efforts to advise from time to time the software such as browsers, which are required for availing of the Service. There will be no obligation on Bank of Kathmandu to support all or any versions of the software as may be required for offering the Service. The Cardholder acknowledges that the software underlying the Service is the legal property of the respective vendors. The permission given by Bank of Kathmandu to access the service will not convey any proprietary or ownership rights in such software. The Cardholder shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the Service or create any derivative product based on the software.

Date:...../...../.....

.....  
Account holder's Signature