
THE CITY EXPRESS MONEY TRANSFER PVT.LTD IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

The Terms and Conditions set forth below describe the terms and conditions that apply to and govern Your access to and use of the www.ctxpress.com website (the "Website"). Do not use or access the Website or Services if You do not agree to be bound by such Terms and Conditions.

THE CITY EXPRESS MONEY TRANSFER SERVICE.

A CITY EXPRESS Money Transfer consumer that is located in various countries including Qatar Malaysia, Saudi Arabia, Japan, Australia, Korea, USA, UK, Kuwait, Russia et. Al. (the "Sender") may send an online money transfer through the Website (the "Service(s)") for cash payment to a designated recipient (the "Receiver") at a CITY EXPRESS's Agent location around the world or to the Receiver's bank or other account.

"You" or "Your" may be used to refer to the Sender and/or the Receiver depending on the context in which it is used. Money transfers will normally be paid to the Receiver in cash, cheque or a combination thereof, or in select Agent locations.

Regular money transfers are usually available within minutes for pick up by the Receiver, subject to the opening hours of the receiving CITY EXPRESS's Agent ("Agent") location. Account-based transfers generally make prompt response. However, exceeding amount limitations, regulatory restrictions or other restrictions in certain countries may delay the transaction. City Express does not act as the agent or representative of any bank for any purpose and does not accept deposits on behalf of any bank. All cash payments are subject to availability, the Receiver showing documentary evidence of their identity and providing all details about Your money transfer required by CITY EXPRESS, including Your and the Receiver's names, country of origin, approximate sum and any other conditions or requirements applicable at the Agent location, for example the money transfer control number(optional), which is mandatory for payout in some countries. Cash money transfers shall be paid to the person that Agents deem entitled to receive the transaction after verification of identity often through examination of identification documents. Such payment cannot be made when the form filled out by the Receiver contains errors. CITY EXPRESS or its Agents carry out a comparison of Your information against the "To Receive Money" form to verify the address given for the Receiver. You represent, warrant and certify to City Express that Your and the Receiver's use of the Services shall not in any way, directly or indirectly, (a) violate any law, statute, ordinance, contract or regulation, including but not limited to any law, statute, ordinance, contract or regulation relating to money laundering, illegal gambling activities, support for terrorist activities, fraud or theft, and/or (b) violate any of the Terms and Conditions of use. When required by applicable law, money transfers will be reported to federal, state, local or foreign authorities. In addition, City Express will cooperate with law enforcement in the prosecution of illegal activities to the fullest extent permitted by applicable law. You will be required to provide City Express with certain information to allow City Express, among other things: to verify Your identity; to receive appropriate payment authorization from your financial institution; and to complete the transaction. You agree that the information You provide is not false, inaccurate or misleading. Please contact City Express at the customer service

telephone number listed below to obtain information regarding the conditions applicable to the Service You have selected or Your expected payment location. Please refer to City Express's Online Privacy Policy 2019 for information concerning City Express's use of this information. By using the City Express Money Transfer service, You acknowledge that You have read and accepted City Express's Privacy Policy. City Express may amend these Terms and Conditions at any time by posting the amended terms on the Website, and all amended terms shall be effective immediately after they are posted to the Website.

FEES.

In consideration for the use of the Service, You agree to pay to CITY EXPRESS a fee for each money transfer initiated by You at the applicable rate then in effect (the "transfer fee"). The applicable transfer fee for Your transaction will be provided to You prior to Your final authorization of the transaction, in addition to any applicable fees for additional services. In certain cases, payment of a money transfer may be subject to local taxes and service charges.

REFUNDS.

REFUNDS OF PRINCIPAL AMOUNT and cancellation of the money transfer will be made upon Your written request if payment to the Receiver has not yet been made or credited at the time the request is processed by City Express. REFUNDS OF TRANSFER FEES will be made upon Your written request if the money transfer is not available to the Receiver nor been credited to his/her account within the time specified by City Express for the selected service, subject to the hours of operation that the Service is offered at the Agent location selected by the Receiver for payment and other special conditions. Refunds will be made within 45 days of receipt of Your valid written request. Transfer fees are not refunded if the transfer is stopped at Your request. Payment of some money transfers may be delayed as a result of the application of Nepalese or other applicable laws. The method of refund remains at the discretion of City Express.

ADMINISTRATION CHARGE

To the extent allowed by law, City Express may deduct an administrative charge from money transfers that are not picked up within one year of the send date. Charges applied by the service provider are the exclusive responsibility of You or the Receiver. City Express is not responsible for technical malfunctions that occur outside of its proprietary systems.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY NEPAL RASTRA BANK LTD, CITY EXPRESS AND ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, OR NON-DELIVERY OF ANY SUPPLEMENTAL MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THEIR EMPLOYEES OR AGENTS OR OTHERWISE, BEYOND THE SUM EQUIVALENT TO NRS. 10,000/- (IN ADDITION TO REFUNDING THE PRINCIPAL AMOUNT OF THE MONEY TRANSFER AND THE TRANSFER FEE). TO THE MAXIMUM EXTENT PERMITTED BY LAW, CITY EXPRESS AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING DISCLAIMER, NEITHER CITY EXPRESS NOR ITS AGENTS EXCLUDE LIABILITY FOR ANY CONDITION OR

WARRANTY THAT CANNOT BE EXCLUDED BY LAW INCLUDING ANY IMPLIED WARRANTY THAT IT WILL RENDER SERVICES WITH DUE CARE AND SKILL. CITY EXPRESS'S AND ITS AGENT'S LIABILITY FOR THE BREACH OF SUCH CONDITION OR WARRANTY SHALL BE LIMITED TO THE GREATER OF THE COST OF PROVIDING THE AFFECTED SERVICE AGAIN AND THE SUM EQUIVALENT TO NRS 10,000/-.

CITY EXPRESS DOES NOT GUARANTEE THE DELIVERY OR SUITABILITY OF ANY GOODS OR SERVICES PAID FOR BY MEANS OF A CITY EXPRESS MONEY TRANSFER. YOUR TRANSACTION DATA IS CONFIDENTIAL TO YOU AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN THE RECEIVER. YOU ARE CAUTIONED AGAINST SENDING MONEY TO ANY PERSON YOU DO NOT KNOW. IN NO EVENT SHALL CITY EXPRESS OR ANY OF ITS AGENTS BE LIABLE IF YOU COMMUNICATE TRANSACTIONAL DATA TO ANY PERSON OTHER THAN THE RECEIVER.

City Express reserves the right to limit the principal amount of a money transfer, or to reject a proposed money transfer, in its sole discretion. City Express reserves the right to refuse to provide the Services to You, at any time, for any reason deemed necessary to protect City Express's interests.

INDEMNITY.

You agree to indemnify, defend and hold harmless City Express, and all its officers, directors, owners, agents, employees, affiliates, licensors, licensees and third party service providers (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses of any kind related thereto (including, without limitation, legal costs on a full indemnity basis) incurred by the Indemnified Parties in connection with any claim arising out of, based upon or resulting from (i) Your access to and/or use of the Website, the App or Services including, without limitation, the money transfer services; and/or (ii) Your violation of the Terms and Conditions. City Express reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not in any event settle any matter without the written consent of City Express.

ELECTRONIC DELIVERY OF FUTURE DISCLOSURES.

You agree to accept all subsequent disclosures (including, without limitation, disclosures required under laws relating to privacy or electronic fund transfers) and other communications between You and City Express on Website, or at the primary email address You provided during registration. You may print and retain a copy of all such disclosures and communications by using Your personal computer and printer. In the event that Your primary email address changes, You must notify City Express. You may revoke Your consent at any time by contacting customer service.

INTELLECTUAL PROPERTY

The Website and Service, the content, and all intellectual property pertaining thereto and contained therein (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by City Express or third parties, and all right, title and interest therein and thereto shall remain the property of City Express and/or such other third parties. The Website and Service

may be used only for the purpose permitted by these Terms and Conditions. You are authorized solely to view and retain a copy of the pages of the Website for Your own personal, non-commercial use. You agree that You may not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Website and the Service or any portion thereof for any public or commercial use without the express written consent of City Express. The name City Express and other names and indicia of ownership of City Express's Service are the exclusive marks of City Express or third parties. Other product, service and company names appearing on the Website may be trademarks of their respective owners.

DATA PROTECTION

Your personal information is processed under applicable law and controlled by City Express. We use personal information you provide to us when using our products and services, as well as other information that is collected or generated during our relationship with you. This includes information from other services like money transfers, bill payments, previous use of our services history, and marketing choices. This information is used to provide you with the services you have asked for and for activities such as administration, customer service, anti-money laundering, compliance and legal duties, validate your details, to help us understand our consumers by doing analysis and research of the information we hold, to help prevent and detect fraud, debt and theft, to help us improve our products, services and operations, and, subject to your choices, send you commercial communications by email, telephone, post, SMS and by any other relevant channel.

City Express may use, collect from and share with other businesses that work with us, information from other products and services and convenience and/or rewards programs, for which you have registered. This information may be used for any of these purposes in this section. We will hold and retain the information that you give us about another person including the details of the receiver of our services in order to execute the transaction. Prior to providing this information you are obliged to notify and secure authorization from the other person on our use of this information as set out in this section. The provision of this information is optional information, but needed to execute the transaction and provide these services to you. Without it, City Express is unable to provide the money transfer, facilitate convenience activities or other requested services.

The categories of data transferred include personally identifiable information, contact details and information relating to the money transfer, transaction history, and any other Information supplied by you. We may also provide the information to other organizations, including those that help us run our business, if there is a reasonable need to do so, to carry out or aide the money transfer, future services, or for any of the reasons or uses set out in this section. We may add to information you provide with information from other businesses or individuals, including information to validate the accuracy of your information provided by you. City Express and our affiliates worldwide may disclose your personal information, including without limitation your name, customer ID number, address and bank account information, (i) if we are required to do so by domestic or foreign law or legal process or (ii) to law enforcement authorities or other government officials of Nepal for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.

The information we hold may be accessed by City Express and our affiliates including any authorized third party service providers for any of the reasons set out in this section or for other

purposes to which you have agreed. You have a right to ask us to see and get a copy of your information, for which we may charge a small fee. You can also correct, erase or limit our use of the information which is incomplete, inaccurate or out-of-date. And you may object at any time on legitimate reasons to the use of your information, where the processing is not required to complete the service, or required by law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from City Express, please call City Express using the number below during regular business hours or alternatively by contacting us via our website.

MISCELLANEOUS

These Terms and Conditions, together with all other items incorporated herein by reference, embody the entire agreement and understanding between You and City Express and supersede all prior agreements or understandings You have with City Express. City Express has the right to assign these Terms and Conditions to a subsidiary or affiliate company, or any third party, at any time without Your consent. You may not assign or transfer these Terms and Conditions without City Express's prior written consent. If any one or more of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable. You irrevocably submit to the non-exclusive jurisdiction of the courts of Nepal and any other jurisdiction to hear appeals from such courts and you waive any right to object to proceedings being conducted in the courts of that State. The Website and Service are directed to persons age 16 and over residing in Nepal The Website and Service are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation.

For consumer inquiries or comments, please write to: CITY EXPRESS (Nepal),K.M.C 1,
KAMALADI, P.O.Box 21766 .

FOR TELEPHONE CUSTOMER SERVICE, PLEASE CALL: +977 1 4431900, Toll Free No.
16600 11 12 13.

These terms and conditions apply for City Express transactions on or after 10th November 2019.