

TERMS OF USE

Effective: September 2011

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For your convenience, the website contains facility for payments through online banking for the services and products provided by APCA Nepal. However in no condition does APCA Nepal stand liable for the monetary transaction between the bank and the customer. These transactions are based upon the proper understanding and review of the conditions of use and privacy statement as agreed upon between the bank and the customer. APCA Nepal stands only to ensure that the service and product as provided by APCA Nepal are delivered to the customer upon completion of proper payment as received from the customer directly or through the bank for the service or product requested.

The inclusion of any links to other websites does not imply direct affiliation, endorsement or adoption by APCA Nepal of those websites or the contents therein. We are not responsible for the contents, links or privacy of any linked website. Access to any other websites linked to the APCA Nepal website is at your own risk. When leaving the Site, you should carefully review the applicable terms and policies, including privacy of that third-party website.

6. REGISTRATION AND SECURITY

Whenever you provide us information on the APCA Nepal website, you agree to:

- (a) provide true, accurate, current and complete information and
- (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or having reasonable grounds to suspect that the information is untrue, inaccurate, not current or incomplete, APCA Nepal may without notice suspend or terminate your access to the website and refuse to provide for assistance and provision for services as required.

APCA Nepal reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the website and your usage, including without limitation requesting additional information to authorize transactions by made by you through the website. Under no circumstances shall APCA Nepal be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of APCA Nepal under this provision and (ii) any compromise of the confidentiality of your information.

While there is no such thing as complete security on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of the website is invulnerable to all security breaches, and that APCA Nepal makes no warranty, guarantee, or representation that use of any of the website is protected from viruses, security threats or other vulnerabilities.

7. ENFORCEMENT

APCA Nepal may access, use, and disclose transaction information and any content provided by you to comply with the law or based on the company's reasonable judgment that disclosure is necessary, or to enforce or apply our agreements (including these Terms), to initiate, render, bill, and collect for services, to protect our rights or property, or to protect users of the services, the website and other persons or entities from fraudulent, abusive, or unlawful use of the website or any such services. **Indirect, attempted or actual violations of these terms or any related policy by you or any third- party on your behalf shall be considered violations of these terms by you.**

Violating the security of the website is prohibited and may result in criminal and civil liability. APCA Nepal may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the website or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network.

8. PRIVACY POLICY

Please view our [Privacy Policy](#), which explains APCA Nepal's practices relating to the collection and use of your information through or in connection with the website. APCA Nepal's use of your information is governed at all times by our Privacy Policy, which is incorporated into these Terms. You understand that through your use of the website you consent to the collection and use of this information (as set forth in the Privacy Policy).

9. DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. Your use of the website is at your sole risk. Our website, including any content, software or information contained within the website is provided on an "as is" and "as available" basis. APCA Nepal expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
2. APCA Nepal makes no warranty that (i) The service will meet your requirements, (ii) The service will be uninterrupted, timely, secure, or error-free, (iii) The results that may be obtained from the use of the service will be accurate, complete or reliable, (iv) The quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) Any errors in the software will be corrected.
3. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
4. No advice or information, whether oral or written, obtained by you from APCA Nepal or through or from the website shall create any warranty. Advice or information received by means of our site should not be relied upon for significant personal, business, medical, legal or financial decisions and you should consult an appropriate professional to address your particular situation.

10. LIMITATION OF LIABILITY

You expressly understand and agree that APCA Nepal shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if APCA Nepal has been advised of the possibility of such damages), resulting from:

- (i) The use or the inability to use the website or the content, materials, software, information or transactions provided on or through the website,
- (ii) Any claim attributable to errors, omissions, or other inaccuracies in the website or the content, materials, software, information, products, or services on or available through the sites,
- (iii) Unauthorized access to or alteration of your transmissions or data,
- (iv) Statements or conduct of any third party on the website,
- (v) The delay or failure in performance resulting from an act of force majeure, including without limitation, acts of god, natural disasters, communications failure, governmental actions, wars, strikes, labor disputes, riots, shortages of labor or materials, vandalism, terrorism, non-performance of third parties or any reasons beyond reasonable control, or
- (vi) Any other matter relating to the website, even if APCA Nepal or its authorized representatives have been advised of the possibility of such damages. Your sole remedy for dissatisfaction with the site and/or site-related services is to stop using the site and/or those services.

11. INDEMNIFICATION

You agree to indemnify, defend and hold harmless APCA Nepal and its underlying content and service providers, licensors and suppliers, and each of their respective subsidiaries, affiliates, officers, agents, and employees, from and against any claims, liabilities, damages, losses, costs and expenses, incurred arising from (i) Your access to or use of the services or content; (ii) Your violation of these Terms including a breach of any representation or warranty made by you; or (iii) Your infringement or violation of any third party right, including without limitation any intellectual property right, privacy or publicity right, or misappropriation of trade secrets or rights in confidential information, or violation of any applicable law, regulation or agreement.

12. ACCEPTABLE USE

You agree to use the website and the content (whether provided by us or others), as well as any software provided in connection with website, in a manner consistent with all applicable laws and regulations. Additionally, you will not take any of the following actions with respect to the website, related software, or content, nor will you use the website or related software to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use the website in any manner that:

1. infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights;
2. removes any proprietary notices or labels on the content;
3. is deceptive in any way, such as impersonation of any person or entity or misrepresents an affiliation with a person or entity;
4. interferes with others using the website;
5. disrupts, interferes or inhibits any other user from using the website or other affiliated or linked websites, material, contents, products and/or services.
6. creates a false identity for the purpose of misleading others;
7. prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;
8. uses any APCA Nepal domain name as a pseudonymous return email address;

9. attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Content or the Sites;
10. reproduces, duplicates, copies, sells, trades, resells or exploits for any commercial purposes, any portion of the Sites or Content, use of the Sites, or access to the Sites;
11. publishes, publicly performs or displays, or distributes to any third party any Content, including reproduction on any computer network or broadcast or publications media;
12. systematically collects and uses any content including the use of any data mining, or similar data gathering and extraction methods; and/or
13. makes derivative uses of the website or the content unless you are participating in an area of the website that requires or encourages anonymity; we encourage you to use your real name.

13. MISCELLANEOUS

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If you have any questions about these Terms, please contact us at support@apcanepal.com.