

NepaliPay Terms of Service

Effective Date: 18 February 2026

Jurisdiction: Australia

Service Status: Beta Release

1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the NepaliPay mobile application and related services (the "App" and "Services").

By accessing or using the Services, you agree to be bound by these Terms.

If you do not agree, you must not use the Services.

2. Beta Service Notice

NepaliPay is currently provided as an experimental beta-stage financial technology platform.

You acknowledge and agree that:

The Services are under active development.

Features may change, malfunction, or be discontinued.

Errors, outages, delays, or inaccuracies may occur.

The Services may not be suitable for high-value or mission-critical transactions.

You use the Services voluntarily and at your own risk.

3. Nature of the Service

3.1 Technology Platform

NepaliPay provides software that interfaces with third-party financial service providers.

NepaliPay:

Is not a bank.

Does not accept deposits.

Does not provide financial advice.

Does not guarantee fund protection beyond what third-party providers offer.

3.2 Third-Party Providers

Certain features rely on third parties, including but not limited to:

Stripe (payment processing)

Lithic (card issuing)

Plaid (bank linking)

SumSub (identity verification)

Circle or blockchain infrastructure providers

Web3Auth (authentication/key management)

Your use of those services may be governed by separate agreements with those providers.

NepaliPay is not responsible for independent decisions or actions taken by third-party providers.

4. Eligibility

You must:

Be at least 18 years old.

Have legal capacity to enter a binding contract.

Use the Services only in jurisdictions where permitted by law.

We may refuse or restrict access at our discretion where required for compliance, fraud prevention, or risk management.

5. Account Registration & Security

You agree to:

Provide accurate and current information.

Maintain the security of your device and authentication credentials.

Notify us promptly of unauthorized access.

If the Services rely on non-custodial authentication (e.g., Web3Auth), you acknowledge:

You are responsible for maintaining access to your authentication method.

Loss of credentials may result in loss of account access.

Recovery may depend on third-party providers.

6. Compliance & Identity Verification

To use certain features, you may be required to complete identity verification.

You agree that:

We may conduct KYC/AML screening.

We may suspend or restrict accounts pending compliance review.

We may freeze transactions where required by law or risk controls.

We are not liable for delays caused by compliance investigations conducted in good faith.

7. Transactions

7.1 General

Transactions may:

Be delayed

Be declined

Be reversed

Be subject to compliance review

Settlement timing is not guaranteed.

7.2 Card Deposits

Card payments are processed by third-party payment processors.

Chargebacks, reversals, or disputes are governed by card network rules.

7.3 Card Usage

Cards issued through the App are subject to a separate Cardholder Agreement with the issuing partner.

Card disputes are handled through the card issuer and network.

7.4 Peer-to-Peer Transfers

Transfers between users are generally final once processed.

You are responsible for verifying recipient details before sending funds.

7.5 Blockchain Transfers (If Applicable)

Blockchain-based transactions are irreversible once confirmed.

NepaliPay cannot reverse confirmed on-chain transactions.

8. Fees

Applicable fees will be displayed prior to confirmation of a transaction.

Third-party fees (network fees, bank fees, processor fees) may apply and are outside our control.

9. Prohibited Use

You must not use the Services for:

Illegal activity

Fraud

Money laundering

Sanctions evasion

Circumventing compliance controls

Unauthorized system access

We may terminate accounts engaged in prohibited activity.

10. Account Suspension & Termination

We may suspend, restrict, or terminate your access:

For compliance reasons

For suspected fraud

For breach of these Terms

At our discretion where permitted by law

Termination does not affect obligations that survive termination.

11. Assumption of Risk

You acknowledge and accept that:

Financial systems involve inherent risk.

Third-party outages may occur.

Technical errors may occur.

Authentication compromise may result in unauthorized transactions.

You voluntarily assume risks associated with use of the Services.

12. No Warranties

To the maximum extent permitted by law:

The Services are provided "AS IS" and "AS AVAILABLE."

We do not guarantee:

Continuous availability

Error-free operation

Accurate real-time balances during system synchronization

Nothing in these Terms excludes rights that cannot be excluded under Australian Consumer Law.

13. Limitation of Liability

To the maximum extent permitted by law:

NepaliPay is not liable for indirect, incidental, special, or consequential damages.

Our total aggregate liability is limited to:

AUD \$100; or

The total fees paid by you to NepaliPay in the 3 months preceding the claim,
whichever is greater.

Where liability cannot be excluded under law, our liability is limited to:

Re-supplying the Services; or

Paying the cost of having the Services re-supplied.

14. Indemnity

You agree to indemnify and hold harmless NepaliPay and its affiliates from any claims, losses, liabilities, damages, or expenses arising from:

Your misuse of the Services

Breach of these Terms

Violation of laws

Disputes between you and other users

15. Force Majeure

We are not liable for delays or failures resulting from events beyond our reasonable control, including:

Network outages

Provider downtime

Government action

Regulatory changes

Blockchain congestion

Natural disasters

16. Dispute Resolution

You agree to first contact us at:

contact@nepalipay.com

to attempt informal resolution.

If unresolved, disputes shall be subject to the exclusive jurisdiction of the courts of Australia.

Nothing in this section limits rights under Australian Consumer Law.

17. Changes to Terms

We may update these Terms periodically.

Continued use of the Services after changes indicates acceptance.

18. Contact

NepaliPay

Email: contact@nepalipay.com