

Terms & Conditions and Privacy Policy for "EBL SKYBANKING" App

Please read and accept the Terms & Conditions of "EBL SKYBANKING" App (the "**App**") and Privacy Policy if you wish to continue to use the App.

By using this Application from your mobile device you understand the following will apply:

1. In order to avail the 'Locate EBL' service, you grant EBL the right to use our device's actual location.
2. To use 'Banking', 'Bills Pay' and "Fund Transfer" services of this App, you agree to all Terms & Conditions related to EBL SKYBANKING as stated hereunder.

Privacy Policy

This privacy policy (the "**Privacy Policy**") sets out how we will use and handle your personal data, including any data collected via this app. This Privacy Policy may change at any time in the future and your continued access to or use of this app shall mean that you agree to the changes.

Use of location data

Certain services, including the EBL locator, use information about your physical location sent from your mobile device

- 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.
- You will be asked to consent to the use of location services when you use the EBL Locator service for the first time.
- You may withdraw this consent at any time by turning off the location services settings on your mobile device.
- Access to Google Maps APIs through the App is subject to separate Google terms and conditions available at:
http://maps.google.com/help/terms_maps.html and Google privacy policy available at www.google.com/privacy

Use of making and managing phone calls

This App allows you to call EBL hotline, our branches and different merchants and partner' outlets. Standard call rates of your mobile operator shall apply.

This App does not access your contacts, media files or any other personal data.

Terms & Conditions

EBL SKYBANKING App is a form of online banking and account management service offered by Eastern Bank Limited (EBL) to you, our valued customer (hereinafter "Customer") under the Terms and Conditions mentioned herein. In order to use the EBL SKYBANKING App you are requested to carefully read and accept the Terms and Conditions that are legally binding. Your signature at the end of the Terms and Conditions implies that you have read, understood and accepted them.

1. Definitions:

1.1 IMEI number refers to 'International Mobile Station Equipment Identity' number which is used by a GSM network to identify valid devices and therefore can be used for stopping a stolen phone from accessing that network. It is usually found printed inside the battery compartment of the phone, but can also be displayed on-screen on most phones or Tab (with SIM Card option) by entering *#06# on the dial pad, or alongside other system information in the Settings menu on Smartphone or Tab operating systems. Maximum three IMEI numbers are permissible when using this App per customer so that you can use this App in three different devices that you own.

1.2 EBL or Bank refers to Eastern Bank Limited.

1.3 EBL SKYBANKING App refers to the mobile based online banking service offered by EBL.

1.4 Account refers to any CASA and/or Savings Account.

1.5 Customer refers to individuals maintaining a CASA or Savings account with EBL.

1.6 User ID or EBL SKYBANKING ID refers to the User Identification Number, provided by EBL to the Customer in order to use EBL SKYBANKING App.

1.7 Two Factor Security Token (2FA Token) is a software/hardware token to generate One time Password for using Fund Transfer transactions.

1.8 BEFTN refers to Bangladesh Electronic Fund Transfer Network as per the rules of Bangladesh Bank and the amendments thereto, made from time to time.

1.9 Biller refers to a utility service provider of the Customer.

2. Services

2.1 Account Requirements

To be eligible to use EBL SKYBANKING App, you must maintain at least one CASA (Current & Savings Account) with the Bank. The Bank reserves the right to deny access or to limit access or transactions or to revoke access to EBL SKYBANKING App without advance notice to you at its sole discretion.

2.2 Device Requirements

EBL SKYBANKING App works on all kinds of Smartphones and Tablet Computers also known as 'Tabs' (with SIM Card option) having Internet connectivity.

2.3 Access

2.3.1 To access EBL SKYBANKING App Services on Smartphones or Tabs you need to be registered with a Mobile Network Operator.

2.3.2 You will be solely responsible for obtaining the prescribed Smartphone or Tab and connection with a Mobile Network Operator and any related costs or expenses associated with these will be borne by you.

2.4 Customer ID, Password and Security

2.4.1 EBL shall provide you with unique EBL SKYBANKING ID or User ID and a system generated initial (one time) Password in the first instance with sealed PINMAILER. It is mandatory for you to visit any EBL branch to collect this User ID and Password.

2.4.2 You can log in to the EBL SKYBANKING App by using the User ID and Password provided. It is mandatory to change the password after you log in to the EBL SKYBANKING App for the first time as a safety measure. You are requested to change your Password frequently thereafter to avoid any possible hacking, inherent risk of misuse/fraudulent use etc. of your account(s) via the EBL SKYBANKING App.

2.4.3 You acknowledge that the User ID and the Password shall act as your authorized signature when using EBL SKYBANKING App. This authorizes and validates instructions given to the Bank by you through the use of EBL SKYBANKING App, and shall be treated in the same manner and have the same effect as an actual signature for the purpose of availing the Service. Every transaction that is made using the EBL SKYBANKING App including, but not limited to, accessing account information, making account transfers, giving transfer related instructions, paying bills, etc. initiated after entering the correct EBL SKYBANKING App password shall be deemed to be initiated by you.

2.4.4 You must keep the mobile device/Tab secure and close/shut down the EBL SKYBANKING App when you are not using it. If you suspect someone else of knowing your User ID and/or Password or other security details you must contact us immediately by calling our Contact Centre. The same Applies in the

case of lost or stolen Password. If you fail to do so, you may be liable for any and all unauthorized transaction(s) on your account that may take place.

2.4.5 After your initial registration we shall not contact you for your security details and we will not ask anyone else to do so on our behalf. If you receive any such request then it is likely to be a fraudulent one and you must not supply your security details under any circumstance. You should report any such activity to us immediately via our Contact Centre or by visiting any of our EBL Branches.

2.4.6 You must ensure that your account details, and other information you provided, are correct and up to date and notify us as soon as these change.

2.4.7 If you forget the Password, please make a formal written request at any branch of the Bank for the issuance of a new password.

2.4.8 For ensuring extra security in Fund Transfer through EBL Internet Banking & EBL SKYBANKING App, the Bank has made Two Factor Security Token (2FA Token) mandatory. If you have not availed such token yet, please visit your nearest EBL branch and register for one. It is your responsibility to ensure the safe keeping of the 2FA key (hardware or software), key number or secured PIN and these should not be shared with any person to avoid any fraudulent activities.

2.4.9 You hereby acknowledge and understand the inherent risk of accessing banking services over the Internet and availing the EBL SKYBANKING App in your Smartphone or Tab and accordingly are advised to take all necessary precautions to safeguard yourself from such risks.

2.5 Customer Authorizations and Instructions

2.5.1 You irrevocably authorize the Bank:

2.5.1.1 to act on all instructions given or Apparently given using EBL SKYBANKING App; and

2.5.1.2 to debit or credit the Appropriate Account accordingly without taking any further steps to authenticate the instruction.

2.5.2 If the instructions given are contrary to these EBL SKYBANKING App's Terms or otherwise, the Bank may at its discretion without advance notice to you and without affecting the other rights of the Bank:

2.5.2.1 refuse to execute those instructions,

2.5.2.2 reverse bill payments or inter-Account transfers made on those instructions,

2.5.2.3 require written confirmation from you of a particular instruction, and

2.5.2.4 suspend or stop the Account for any period of time. However if you ask the Bank to reverse an instruction after you have given it, the Bank may at its discretion do so to the extent that this is possible under the rules and practices of the banking system. You hereby agree that you will be responsible for any costs the Bank incurs as a result.

2.5.3 If the Bank comes to believe that an instruction may not have been properly authorized by the Customer, the Bank shall be entitled, after making reasonable efforts to check whether it was properly authorized, to take steps to reverse any action taken on the basis of that instruction without notifying the Customer. The Bank shall not be responsible for any loss to the Customer that results from such a reversal.

2.6 Cut-off Time

When EBL receives an instruction via the EBL SKYBANKING App, the Bank will act on that instruction in accordance with the cut-off times notified to you through the EBL SKYBANKING App. From time to time the Bank may notify you of changes to these cut-off times. The Bank may not execute instructions given outside the cut-off time until the next business day.

2.7 Electronic Mail

You may contact the Bank via e-mail for general and non-urgent communication. As regular e-mail is not a completely reliable or secure method of communication, no sensitive communications/information, such as payment instructions, notices in connection with the terms of the EBL SKYBANKING App should be transmitted through e-mail. The Bank will not be responsible if any e-mail falls in the hands of a non-recipient.

3. TERMS & CONDITIONS FOR ON-LINE FUND TRANSFER

3.1 Services

3.1.1 You shall be solely responsible for all financial transactions via EBL SKYBANKING App. Fund Transfers can be made from your account to another account held with EBL. Fund Transfers can be initiated for a bank account maintained with other banks with the help of BEFTN. Therefore, Bangladesh Bank rules & regulations for BEFTN are Applicable (please read the Terms and Conditions regarding this from the Bangladesh Bank website).

3.1.2 For Fund Transfers to accounts maintained with other Banks, EBL will send the fund transfer request through BEFTN. The time taken to process the transfer will depend on the beneficiary bank.

3.1.2 You are fully responsible for putting in the correct account number and transaction amount for the fund transfer request. EBL will not be liable for any erroneous transactions arising out of or relating to you, the User, entering wrong account numbers and/or amounts.

3.1.3 Maximum amount of transaction limit is subject to change from time to time at EBL's sole discretion.

3.1.4 For transactions made after working hours or on public/bank holidays, value date will be the next working day.

3.1.5 No transaction is allowed from a non-convertible taka account to a convertible account through EBL SKYBANKING App. Transactions from Foreign Currency Accounts are also not allowed.

4. Anti-money Laundering

4.1 Services

4.1.1 You hereby agree and confirm that you will not use the EBL SKYBANKING App for money laundering or any other illegal, unlawful purpose.

4.1.2 You shall fully comply with the laws related to the money laundering and shall not use the EBL SKYBANKING App for any unlawful, anti-terrorism or anti-state activities.

4.1.3 EBL reserves the right to demand explanation from you regarding any matter pertaining to money laundering and anti-terrorism law of the country.

4.1.4 You undertake to fully indemnify the bank for any loss, economic or otherwise, should you be involved, directly or indirectly, in the act of money laundering.

5. TERMS & CONDITIONS FOR EBL SKYBANKING APP-BILL PAYMENT SERVICE

The terms and conditions for EBL SKYBANKING App-Bill Payment Service hereunder sets out the rights and obligations of you, and the Bank in connection with your use of the EBL SKYBANKING App access to make payments from your Account or Accounts to the account of a Biller through the "Electronic Utility Bill Payment Service" via EBL SKYBANKING App, as may be made available from time to time by the Bank. You shall be solely responsible for all transactions initiated through the Electronic Utility Bill Payment Service.

5.1 Eligibility for Electronic Utility Bill Payment Service

Electronic Utility Bill Payment Service is only available to Customers of the Bank who are already Customers of the Bank's Internet Banking Service or who have been given access to use the EBL SKYBANKING App, and shall cover all the utility bill payments of various Billers.

5.2 Subscriber ID

Each Biller will provide each subscriber availing Electronic Utility Bill Payment Service with a unique subscriber identification number called the Bill Payment Subscriber ID.

5.3 Scope of the Service

The Bank will provide Electronic Utility Bill Payment Service to Customers for paying utility bills through the EBL SKYBANKING App with payment instructions containing details of the Customer and utility bills as mutually agreed between the Bank and the Biller from time to time.

5.4 Instructions for payment of utility bills

5.4.1 The EBL SKYBANKING App will enable you to issue instructions to the Bank for payment of utility bills to the Biller's account by debiting your account at your own risk and responsibility. After satisfactory verification and transmission of such instructions for payment, you will be issued a unique confirmation reference number visible on the phone/tab screen. A printed copy of the page containing the unique confirmation reference number will be accepted by the Biller as proof of payment against the utility bill, subject to subsequent confirmation from the Bank.

5.4.2 It is your responsibility to select or type the correct payee's name, address, amount and account number of the Biller. The Bank shall not be responsible if you make any mistake by selecting the incorrect payee, providing an incorrect address or account number, or any other error or omission.

5.4.3 Payment instructions initiated through EBL SKYBANKING App against insufficient or unavailable funds in your Account and which are not covered by a prior overdraft agreement with the Bank, shall not be processed. There is no obligation on the part of EBL to notify you in case a payment does not go through either due to insufficient funds or for any other reason.

5.5 Transaction Value Date

Any transaction made on holiday (Weekly, public or Bank holidays i.e. 1st July or 31st December) or after Bank's EBL SKYBANKING App system cut-off time, the transaction value date will be the next working day. The Bank shall not be responsible for any loss of interest or liability incurred/suffered by you, including but not limited to, return of cheques, loss of interest or loss of exchange rate arising due to such transaction being not shown on the day the transaction was initiated.

5.6 Availability of the Service

You hereby acknowledge that the provision of the Electronic Utility Bill Payment Service and EBL SKYBANKING App access to Customer's Account is dependent upon the availability of communication, processing and function and other facilities of the Applicable systems. The Bank cannot warrant such availability at all times. The service can be interrupted due to several technical and/or other reasons. As the EBL SKYBANKING App requires uninterrupted internet service in your Smartphone or Tab (maximum three devices where the customer can use this App), Bank will not be liable or responsible if you face any difficulty or disturbance due to internet problems on your device(s). The Bank shall be entitled to suspend or disconnect or discontinue the provision of the Electronic Utility Bill Payment Service or EBL SKYBANKING App access to the Customer Account with or without any prior notice to the Customer and/or Biller for the purpose of carrying out of maintenance, upgrades or other works. In the event the Bank suspends, disconnects or terminates the Electronic Utility Bill Payment Service or EBL SKYBANKING App access to the Account upon the occurrence of any event over which the Bank has no control, the Bank shall not be held accountable or made liable for any loss, inconvenience or damage caused to you and/or Biller as a result of such suspension, disconnection or termination.

5.7 Exclusion of Liability for Electronic Bill Payment Service

5.7.1 Except as provided herein, the Bank shall not be liable to you or any other person for any claim, loss or damage arising directly or indirectly from the Electronic Bill Payment Service or EBL SKYBANKING App access to the Account or from the unauthorized use, interruption, unavailability or transmission of virus, failure to carry out instruction at the right time or any incorrectness, misstatements or omitted information or mistakes in utility bill payment or inter-account transfer or errors, deletion or failure that occurs as a result of any malfunction of the mobile, tab, software or system of the Biller or transaction reserved under these EBL SKYBANKING App-Bill Payment Terms, or breach of confidentiality arising directly or indirectly from any other causes, expense or damages, including but not limited to damages incurred, loss of anticipated profit or other economic loss in connection with the Electronic Utility Bill Payment Service or EBL SKYBANKING App access to the Account.

5.7.2 The Bank shall in no way be held responsible for any excess payment or partial payment made by you while paying through the EBL SKYBANKING App Banking Services.

5.7.3 BTRC rules will be Applicable in case of mobile recharge through EBL SKYBANKING App.

5.8 Suspension of the Service

The Bank may, at any time, without giving prior notice or reason, suspend or terminate all or any of the Bill Payment Service available to the Customer.

5.9 Other Terms

5.9.1 The Bank will not be responsible for disconnection of any utility service, whether for any reason by the Biller or otherwise;

5.9.2 The Bank is not an agent of the Biller. The Bank shall not be responsible for the maintenance of the utility services.

6. Customer Responsibilities and Undertakings

6.1 You hereby acknowledge that Smartphones and Tabs used to access EBL SKYBANKING App Banking Services are subject to the same security risks as computers and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your device(s).

6.2 You agree to exercise caution when using the EBL SKYBANKING App Banking Service on Smartphone or Tab. Any losses, charges and unauthorized transactions involving your account(s) that are incurred through loss of your Smartphone or Tab or your failure to safeguard your security credentials (such as user names and passwords) to access the EBL SKYBANKING App Banking Service on Smartphone or Tab will remain your responsibility.

6.3 Should the Smartphone or Tab requirements be modified with a view to improving or upgrading the EBL SKYBANKING App Service on Smartphone or Tab, the Bank shall in no way be responsible for the resultant costs of any new Smartphone or Tab or service provider connection required so as to use the EBL SKYBANKING App Banking Service on Smartphone or Tab, and any such resultant costs will be borne by you.

6.4 In the event that you face problems with regards to connectivity or other access related difficulties relating to your Smartphone or Tab and/or Mobile Network Operator, it is your responsibility to liaise with the concerned service provider and attempt to find a solution to the relevant problem prior to contacting the Bank.

6.5 By participating in the EBL SKYBANKING App Banking Service on Smartphone or Tab you agree that the EBL SKYBANKING App Banking Service on Smartphone or Tab may require the use of your device's data and text messaging capabilities and that standard data and text messaging charges Apply in accordance with your service agreement with the mobile service provider. Certain services, including the ATM finder, will make use of location data sent from your device. If you use these services, you consent to us the transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings on your device.

6.7 After the first use of any of the EBL SKYBANKING App Banking Services, you shall be deemed to have accepted and be bound by terms and conditions of the relevant Services.

6.8 You hereby agree that all information provided to the Bank in relation to the Services are true, up-to-date and complete.

6.9 You hereby authorize the Bank to use your personal information and account information if so required and for whatever purpose, and the Bank will take necessary measures to ensure the confidentiality of the information unless:

6.9.1 There are any requirements to disclose the information in any relevant law or regulation or from the government or any supervisory organizations;

6.9.2 It is necessary to disclose the information so as to prevent fraud;

6.9.3 In order to provide and improve the Services, some of the information must be disclosed according to the decision of the Bank;

6.9.4 To provide related information to authorized organizations according to the laws.

6.10 You hereby acknowledge that there may be a time lag in transmission of instructions, information or communication via Smartphone/Tab/Web/ Internet.

6.11 You hereby give the undertaking that you shall indemnify and compensate the Bank fully for any loss/damage/inconvenience the Bank suffers as a result of your breaking any of the terms and conditions for EBL SKYBANKING App Services.

6.12 You agree, understand and undertake to protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, employees and officers fully indemnified of, from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind (including legal costs) and howsoever arising which are imposed or may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that may be suffered by the Bank or be required to be paid by reason of or as a result of the Bank's compliance with your use of the EBL SKYBANKING App and to fully, irrevocably and forever waive, release and discharge and relieve the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that you may have against the Bank (if any) by reason of or as a result of the Bank's compliance with your use of the EBL SKYBANKING App.

7. The Bank's Liabilities

7.1 In any event, the Bank will not be liable for any loss or damage to you if any of the Services or any feature or functionality of any of the Services is not available to you, including any direct, indirect, consequential or special loss.

7.2 Examples of circumstances in which the Bank will NOT be liable to you for any loss or damage resulting from the use of the Services include (but are not limited to):

7.2.1 Acting on an instruction which has been validly authenticated as coming from you but which in fact may have been given by somebody else through the fraudulent use of your Identified Mobile Phone Number, IMEI number, EBL SKYBANKING App Password and Bill Payment Subscriber ID; or

7.2.2 Any incompatibility between any of the Services of the Bank and your equipment and systems, e.g. Smartphone, Tab, mobile subscriber system and/or software; or

7.2.3 Any machine, system or communications failure, industrial dispute or other circumstances beyond the Bank's control that leads either to any of the Services being totally or partially unavailable or to instructions given via the Services not being acted upon promptly or at all; or

7.2.4 Your reliance on any financial information provided as part, or by means, of the Services; or

7.2.5 Any misuse of your aforesaid equipment and/or systems by you or anyone else; or

7.2.6 Any access to information about your account(s) which is obtained by a third party;

7.3 In the event that you suffer any loss or damage as a result of using the Services, the Bank shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is proven, beyond reasonable doubt, to have been caused by the Bank's gross negligence or willful default. Furthermore, under no circumstances whatsoever will the total liability of the Bank in connection with any of the Services exceed the fees/charges actually received by the Bank from you in the preceding six months period.

7.4 Unless it can be proven beyond all reasonable doubt that the Bank is at fault, we will not be liable to you for any losses you suffer or costs you incur because of the following reasons:

7.4.1 You are unable to access or use EBL SKYBANKING App for any reason or there is a delay in its use;

7.4.2 Any device, hardware or software you use in connection with the App is damaged or corrupted or fails to work;

7.4.3 EBL SKYBANKING App does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these; or

7.4.4 there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.

8. Reporting Unauthorized Transaction and Error Resolution

8.1 If you suspect that unauthorized transactions are being made from your Account, you should change the EBL SKYBANKING App Password immediately and notify the Bank.

8.2 If you find any periodic statement to be incorrect or want more information about a transaction or have reason to believe that the Bank has executed your instructions incorrectly, you should contact the

Bank in writing or over telephone within ten (10) business days upon receiving your statement, with following information: Customer Name, Account Number, Transaction Details, Transaction Reference Number etc. , Otherwise, you will be deemed to have accepted all the transactions, statements and Bank's execution of the instructions and take all the responsibilities/loss/liabilities.

8.3 We strongly advise you to check all bank statements for any unauthorized transactions.

8.4 Should any unauthorized transaction take place we shall carry out an investigation and notify you the result of the same within ten (10) business days upon receipt of the notification and will correct the error (if any) promptly. If the Bank needs more time to investigate, we will inform you accordingly and this may take up to ninety (90) working days.

8.5 You should contact the Bank's Contact Center at 16230 or +88-02-8332232 (or any other number the Bank may advise you from time to time for this purpose) or write to:

EBL Internet Banking Help Desk

Eastern Bank Limited

Head Office: Jiban Bima Bhaban, 10 Dilkusha C. A.

Dhaka-1000, Bangladesh.

8.6 If you disclose or suspect that your EBL SKYBANKING App password or any part of it is known to someone else, you must immediately change the EBL SKYBANKING App Password personally through the Services. If this is not possible, you must notify the Bank immediately by calling 16230 or +88-02-8332232 (or any other number the Bank may advise from time to time for this purpose). The Bank may suspend use of the Services until you visit a branch to unlock it.

9. Availability of Services and Disruption

You hereby acknowledge that the provision of the EBL SKYBANKING App Banking Services and EBL SKYBANKING App access to the accounts is dependent upon the continued availability of communication, processing, function and other facilities of the Applicable systems, and the Bank cannot warrant such availability at all times. The Bank is entitled to suspend, disconnect or discontinue the provision of the Services or EBL SKYBANKING App access to the account by prior notification in the App's notification centers/website/mobile for the purpose of carrying out the maintenance, upgrades or other work. In the event the Bank suspends, disconnects or terminates the Services or EBL SKYBANKING App access to the account upon the occurrence of any event over which the Bank has no control, the Bank shall not be liable for any loss or damage caused to you as a result of such suspension, disconnection or termination.

10. Fees and Charges

10.1 You are obliged to pay the exact Service fee and other related fees and charges within the due dates to the Bank disclosed by the Bank's tariff requirements, and the requirements will be published on the Bank website and Schedule of Charges. Fees and charges are subject to change from time to time at the Bank's sole discretion.

10.2 If you fail to pay EBL the Service fee on due dates then EBL reserves the right to deduct the same from your account maintained with the Bank and/or terminate the Services or any one of them without prior notice to you.

11. Communications

11.1 Any complaints in connection with the Services should be directed to the Bank's Contact Center as described above.

11.2 Except for the Bank's Contact Center, you can also notify the Bank by visiting any Bank branch where you have opened an account.

11.3 Please ensure that all your details, including your address is accurate and up-to-date as all correspondence shall be sent to the address given to the Bank.

In case of a change in address or any details, you are required to inform the Bank immediately.

11.4 The Bank shall in no way, be responsible for any act or omission that occurs as a result of you failing to do so under this Clause.

12. Service Quality: Recording Customers' Calls and Instructions

12.1 To protect both the Bank's customers and its staffs, and to help resolve any disputes between Customer and the Bank, Customer authorizes and acknowledges that:

12.1.1 The Bank will record all telephone conversations between the Bank and Customer for the Services; and

12.1.2 The Bank will keep a record of all instructions given by the Customer via the Services; and

12.1.3 The Bank may listen to telephone calls made in respect of the Services in order to assess and improve the quality of the Services.

13. The Bank's Advertisement

From time to time the Bank may advertise its own products and services and those of the subsidiary and holding companies of the Bank through the Services. If, in connection with other agreements with the Bank, you have asked the Bank not to send you any marketing material, please be informed that this restriction will not Apply to these advertisements.

14. Security Precautions

14.1 The Customer should change his/her EBL SKYBANKING App Password regularly and shall do so whenever the Services require him/her to do so. Customer should not choose a Password he/she has used before.

14.2 You are advised to ensure that your EBL SKYBANKING App Password cannot be easily guessed by anyone trying to access the Services pretending to be you. For example, you should avoid your own or a relative's birthday, or any part of your telephone number.

14.3 You must take all reasonable steps to ensure that you safeguard your EBL SKYBANKING App Password, mobile phone recording of Identified Mobile Phone Number at all times. You must not disclose any details of your EBL SKYBANKING App Password to anyone else, to a member of the Bank's staff, or to someone giving assistance on a technical helpdesk in connection with the Services.

14.4 You must not allow anyone else to operate the Services on your behalf.

14.5 You must not leave your system unattended while he/she is on-line to the Services.

14.6 It is advisable not to access the EBL SKYBANKING App Banking Services using the internet connectivity through Wifi network in public places such as an office environment or restaurant, without first making sure that no one else is able to observe or copy your access or obtain access to the Services pretending to be you.

14.7 You hereby understand, acknowledge and confirm your awareness of the numerous risks inherent and associated in conveying Instruction to the Bank via internet and EBL SKYBANKING App (including but not limited to damages incurred as a result of viruses within the machine or terminal, lack of clarity in the instruction and any risks associated with the Bank processing a forged/tampered instruction in good faith) and hereby confirm your acceptance of all risks and unconditionally agree that all risks shall be fully borne by you and the Bank will not be liable for any losses or damages arising as a consequence the Bank acting (without being obliged to) on any instruction by you or purporting to be from you received by the Bank provided the Bank has acted in good faith.

15. Service Software & Hardware Requirements:

15.1 EBL shall not be responsible if the EBL SKYBANKING App does not work properly or the service is interrupted due to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes, or any other causes beyond the reasonable control of the Bank.

15.2 It is your responsibility to ensure that the Service Software supplied to you is compatible with the Smartphone or Tab from which you access the Services and any software on that Smartphone or Tab that are tagged with the system of the Bank by the device's IMEI number while registering for the EBL SKYBANKING App Banking Services. If it is not, you shall be held liable and must compensate the Bank for any loss the Bank suffers as a result of your breach/negligence. The Bank shall not be liable to you for any loss that you may suffer as a result of any incompatibility between the Service Software and any Smartphone or Tab from which you access the Services which are tagged with the system of the Bank by

the device's IMEI number while registering for the EBL SKYBANKING App Banking Services.

15.3 The Bank shall not be responsible for any error, deletion or failure that may occur as a result of any malfunction of Customer System while accessing or using the Services through the EBL SKYBANKING App. The Bank shall not be liable for any indirect, incidental or consequential costs, expenses or damages (including loss of savings or profit, loss of data, business interruption or attorney's fees) for such errors, deletion or failure that may occur as a result of any malfunction of the Customer System of the Bank.

15.4 The Bank cannot be responsible for any third party services through which the Customer access the Services that are not controlled by the Bank, or for any loss the Customer may suffer as a result of the Customer using such a service. The Customer must comply with all the terms and conditions of such a service and pay all the charges connected with it.

16. Ownership Rights in Connection with the Service Software and Other Information

16.1 By supplying the Service Software to access the Services, the Bank is granting you a non-exclusive, non-transferable, temporary license to use the Service Software for the purpose of accessing the Services, and for no other purpose. Therefore, you must not:

16.1.1 Use them except in connection with accessing the Services;

16.1.2 Make copies, sell, assign, commercially rent, sub-license, and otherwise transfer them to any third party;

16.1.3 Try to decompile, reverse engineer, input or compile any of the Service Software 16.2 If you use the Services in other regions outside Bangladesh, Customer is responsible to comply with the local laws including but not limited to obtain necessary licenses/certificates to import/export the Service Software.

17. Termination

17.1 The Bank may, at any time, without giving prior notice or reason, suspend or terminate all or any of the EBL SKYBANKING App Services or their use. The Bank is not liable to you for any loss resulting from the action of the Bank.

17.2 You can terminate the Services by visiting any branch of the Bank and on submission of a written termination letter/instruction.

17.3 Upon termination the Bank shall not refund the Service fee and other related fee and charges that it has already charged.

18. The Validity of the Terms

18.1 If one or part of the terms and conditions of the EBL SKYBANKING App proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions.

18.2 If the Bank waives any of the terms and conditions of the EBL SKYBANKING App Services once, this may be on a temporary basis or as a special case only. Such waiver shall not be deemed to be a continuing waiver of the terms and conditions of the EBL SKYBANKING App Services.

19. Amendments

The Bank is entitled to revise the terms and conditions for EBL SKYBANKING App Services and/or introduce additional terms and conditions at any time and from time to time at its sole and absolute discretion. Any revision and/or addition to these terms and conditions shall take effect subject to the Bank giving reasonable notice to you which may be given by publishing or posting it on the notification center of the EBL SKYBANKING App or its website or by display, advertisement or other means as the Bank considers proper, and shall be binding on you if you continue to maintain or use the Services on or after the effective date of variation.

20. Assignment

The Bank may assign its rights and delegate its duties under the terms and conditions for EBL SKYBANKING App Services to any present and future, directly or indirectly, affiliated company or to any third party for performance.

21. Governing Law and Jurisdiction

21.1 The establishment, effectuation, implementation and explanation of terms and conditions for EBL SKYBANKING App Services shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

21.2 Each of the Services shall be provided by the Bank subject to the provisions of all Applicable operating circulars of Bangladesh Bank, the Bank and any other Applicable provisions or laws of the land including Anti Money Laundering Act.

22. Force Majeure/Technical Glitches

Notwithstanding anything to the contrary contained herein, nothing herein shall Apply if the Bank is prevented from discharging any or all of its obligation herein or otherwise due to any cause arising out of or related to Force Majeure event or Technical Glitches or for any reasons beyond the reasonable control of the Bank.

23. Other Clauses

23.1 The terms and conditions for the EBL SKYBANKING App Banking Services shall prevail for the purpose of related Services.

23.2 Any notification from the Bank to you shall be deemed as received by you through the Bank's website or other publication.

Disclaimer: The Bank may, at its sole discretion, utilize the services of external service provider/s or agents/s and on such terms as required or necessary, in relation to its products/services.