United Commercial Bank Limited

_____ Branch

Account Opening Form

Govt., Semi-Govt. and Autonomous Organizational Account

Date | DD | MM | YYYY |

For Bank use only

Account No

CIF

The Manager
United Commercial Bank Limited
_____ Branch

Dear Sir,
I/We hereby request you to kindly open an Account in your branch . I/We have furnished my/our Account and Organization related information in details hereunder.

FIRST PART : ACCOUNT RELATED INFORMATION

1. **Account Title**
In English (Block Letter)

বাংলা _____

2. Type of Account [Mark ✓] ☐ Savings ☐ Current ☐ Short Notice Deposit (SND) ☐ FC
☐ Others _____ (Please Specify)

3. Currency [Mark ✓] ☐ Taka ☐ US Dollar ☐ Euro ☐ GB Pound ☐ Others _____ (Please Specify)

4. Mode of Operation [Mark ✓] ☐ Singly ☐ Jointly ☐ Anyone ☐ Others _____ (Please Specify)

5. Initial Deposit (In number) _____ In words _____

6. Value Added Services [Mark ✓] ☐ Cheque Book ☐ E-Statement ☐ Unet Enterprise Banking (If yes, please fill up UEB form) ☐ Others _____ (Please Specify)

SECOND PART : ORGANIZATION RELATED INFORMATION

Account No (Bank Use Only)

1. Name of Organization
In English (Block Letter : _____

প্রতিষ্ঠানের নাম (বাংলায়) : _____

2. Type of Organization : _____

3. Address Of Organization : _____ (House, Street, Block, Sector) Area/ Village _____
P.O. _____ Upazila/Thana _____ District _____
Phone/Mobile Number _____ E mail _____

4. Communication Address : _____ (House, Street, Block, Sector) Area/ Village _____
P.O. _____ Upazila/Thana _____ District _____
Phone/Mobile Number _____ E mail _____

Bank Official's Signature with Seal & Date

THIRD PART : INDIVIDUAL INFORMATION[1]

Account No (Bank Use Only) | | | | | | | | | | | | | | | |

1. Name Of Account Operator (Block Letter) : _____

   হিসাব পরিচালনাকারীর নাম (বাংলায়) : _____

2. Date of Birth D D M M Y Y Y Y

3. Nationality : _____
   (If the account holder is a foreign citizen, it is necessary to obtain a copy of the passport along with the visa.)

4. Resident Status (Mark– √) : ☐ Resident ☐ Non–Resident (If yes, Country _____)
   (Instructions of Guidelines for Foreign Exchange Transactions will be followed by Bank if necessary)

5. Occupation (In details) : _____

   Relation with Organization : _____

6. Identity Document : _____ (Please Specify)
   (National ID No/Passport No with Expiry date & Country/Birth Certificate No/Other)

7. Address : _____ (House, Street, Block, Sector) Area/ Village _____

   P.O. _____ Upazila/Thana _____ District _____

   Phone/Mobile Number _____ E mail _____

Photograph of Account Operator

DECLARATION & SIGNATURE

I/We solemnly and sincerely declare in sound mind that the above furnished information is true and correct. I/We shall supply information/documents relating to the account that you may require at any time.

Contact Number _____
(For Transactional Confirmation)

Account No (Bank Use Only) | | | | | | | | | | | | | | | |

Special Instruction (Mark– √) ☐ Singly ☐ Jointly ☐ Anyone ☐ Others _____ (Please Specify)

1. Account Operator	2. Account Operator	3. Account Operator
Please attach Photograph here (Account Operator)	Please attach Photograph here (Account Operator)	Please attach Photograph here (Account Operator)
Signature with Designation Seal	Signature with Designation Seal	Signature with Designation Seal
Name & Date : _____	Name & Date : _____	Name & Date : _____

BANK'S USE ONLY

Comments: _____ AML Tracking No. _____

RM Name: _____ RM Code _____

Account Opening Officer	Checked by	Approved by
Name, Seal & Date:.....	Name, Seal & Date:.....	Name, Seal & Date:.....

Is customer eligible for FATCA compliance? (Mark–√) ☐ Yes ☐ No
If answer is Yes, FATCA compliance must be ensured. Necessary documents of customer/account holder must be collected as proof of address.

[1] If account is operated by more than one person, individual information of every person requires to be attached with this account opening form as part 3 or attachment of part 3 separately.

Account No
(Bank Use Only)

TERMS & CONDITIONS

This is an agreement between the undersigned, being the Chairman/Managing Director(s)/Partner(s)/Proprietor/Trustee(s)/Authorized Person of the Entity as the case may be and United Commercial Bank Limited ('UCB' or 'the Bank') setting the terms & conditions for each account with UCB. In consideration of the Bank opening an account, the Customer by signing the Account Opening Form (AOF) or by using an account, agrees to be bound by these terms & conditions, as amended by UCB from time to time. The Bank reserves the right to accept or reject the application without notifying the Customer.

1. **Governing Laws, Regulations & Rules:** These Terms & Conditions are applicable to the Bank's Customers (existing & new) and governed by the laws of the land, rules & regulations of the Central Bank of Bangladesh and policies & guidelines of the Bank.
2. **Acceptance of Terms & Conditions:** Any person opening an account with the Bank shall be deemed to have read, understood & accepted the terms & conditions herein governing the account.
3. **Information about Customers:** Bank shall not provide any services to customers engaged in illegal activities affecting the welfare of the society. Bank shall therefore obtain full information of the customer which is true & correct. The Customer agrees to provide the Bank such information, particulars & documents as the Bank may require from time to time in connection with the Customer's financial condition, background & dealings with banks & businesses. The Customer confirms that all information, particulars & documents that the Customer provides are true, correct & complete and that if there is any change to the information provided, the Customer will immediately inform the Bank in writing. The Customer authorizes the Bank to obtain any information that the Bank considers necessary from other banks, organizations and the sources that provide information relating to the Customers financial condition. It is the Bank's policy to maintain confidentiality of customer information. However, the laws & regulations in Bangladesh may require disclosure of customer information to Government organizations, regulatory organizations such as the Bangladesh Bank, any person to whom the Bank is required or authorized by law or court order to make such disclosure, to any bank or financial institution with which the Customer has dealings: regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country. The Bank may also consider sharing customer information in a way that it considers most suitable with other organizations to improve banking services. The Customer authorizes the Bank to disclose or share information at the sole discretion of the Bank and indemnify the Bank from any accidental disclosure of information during the process of printing, transportation and filing of information.
4. **Fees:** The Bank shall be entitled without notice to levy or impose fees and other charges and expenses (including collection fees and legal expenses) as per Bank's Schedule of Charges in respect of any account or in respect of any banking facility provided to the Customer by the Bank and to debit the relevant account(s) in accordance with the Bank's normal banking procedure. Such charges are not refundable upon termination of any or all of customer(s) account(s).
5. **Credit of the Account:** The Bank acts only as the collecting agent and assumes no responsibility for the realization of any items disposed with the Bank for collection. Thus, proceeds of cheques or other instruments deposited are not available for withdrawal until collected by the Bank. The Bank reserves the right to debit any account that may have been inadvertently credited with an item subsequently unpaid on collection.
6. **Issue & Safety of Cheque:** Cheques will only be issued to a Customer when all documentation considered necessary by the Bank has been obtained. It is the responsibility of the Customer to ensure that cheques in their possession are kept in secured place. The Customer must at all times exercise due care to prevent cheques, payment orders or other order of instruments from coming into the possession of unauthorized persons and to prevent cheques, payment orders or other order of instruments or instructions from being altered or forged in a manner which may facilitate fraud. In such events, the Bank is not responsible for any loss suffered by the Customer or any other person. Any loss of cheques, payment orders or other orders or instrument must be immediately reported to the Bank and confirmed in writing without delay.
7. **Inoperative Account:** I agree that an account in which no operation either deposit or withdrawal takes place for a certain period will be treated as Dormant/ inoperative account status fulfilling creating mentioned below:
   - Current Deposit Account: No transaction for last 1 year or period as specified by CHO
   - Savings Bank Account: No transaction for last 2 years or period as specified by CHO
   - Such Accounts shall be transferred to a system under"Dormant Account Category as a measure of precautions any fraud.
8. **Closure of Account:** The Bank reserves the right to close any account or related service without giving prior notice if the conduct of the account is unsatisfactory in the opinion of the Bank or for any other reason(s) whatsoever. The Bank shall pay to the Customer all available and finally collected balances after all dues to the Bank have been recovered/realized at the time of the closure of the account.
9. **Minimum Balance & Interest Payment:** The minimum average monthly balance as prescribed by the Bank from time to time is required to be maintained in Current, Savings & Other Accounts. The Bank reserves the right to change the minimum balance requirement. If the balance falls below the required minimum for the period, the Bank may not credit any interest for that period.
10. **Periodic Statements & Advices:** The Customer shall be provided with account statement on half yearly basis. The Customer is required to promptly notify the Bank of the failure to receive an expected statement or advice. If the Customer does not bring the errors, discrepancies or irregularities to the notice of the Bank in writing within 15 (Fifteen) calendar days after the mailing of the statement or advice, it will be construed that the transaction shown on the account statement or advice are correct & complete.
11. **Deposits. Withdrawals & Banking Facilities:** The Bank shall meet its obligations exclusively at the Branch office where the account is maintained by the Customer. When, appropriate telecommunication is possible, deposit or withdrawal of money may be made at any of the Bank's branches in Bangladesh subject to the terms & conditions of the Bank. The Customer shall ensure that there are sufficient funds (or pre-arranged credits) for the Bank to honour cheques presented to the Bank. The Bank may. at its, sole discretion carry out instruction notwithstanding such inadequacy and may do so without seeking prior approval from or notice to the Customer and the Customer shall be responsible to repay the resulting overdraft, advance or credit thereby for all related charges.
12. **Suspicious Transaction:** The Bank may refuse to proceed any transaction on any account of the Customer if the Bank suspects fraud or illegality therein. The decision of the Bank with regards to whether the transaction is or is likely to be involved a fraud or irregularity shall be final & conclusive and binding on the Customer.
13. **Instruments Deposited:** The Bank will not accept stale or post-dated instrument for deposit. The Bank may refuse to accept an instrument payable to "Cash" if the instrument is not payable to "Bearer". The Bank will refuse to accept an instrument for deposit if the payee's name is not identical to the name of the Customer in the Bank's record.
14. **Orders to Stop Payment or Amend Instruction:** A Customer may place a stop payment order for a cheque in writing. The Bank will not make the payment if it has reasonable opportunity to act on such order.
15. **Nominee:** In the event of the death of a Customer, the Nominee shall receive/draw the amount of deposit held by the Bank in the Customer's account. In the event, the Nominee remains minor at the time of the death, the person authorised by the Customer shall receive the said amount on behalf of the minor nominee. In the event there is no nominee, the account will be frozen until the legal successors to the deceased is appointed/determined by the relevant Court of Law.
16. **Service Disruption:** The Customer agrees that the Bank will not be liable for any loss or any damage if it is unable to provide services in connection with any customer accounts due to postal, courier, electrical, mechanical, telecommunication or computer failure or an act of God, catastrophe, war, civil or industrial disturbance.
17. **No Liability of Loss:** The Customer agrees that the Bank will not be liable for any loss, damage or liability incurred by the Customer in connection with any of its account with or services provided or agreed to be provided by the Bank or in action on part of the Bank or any of its officers, agents, employees and representatives. The Customer agrees not to hold the Bank liable for any loss or damage arising from: (a) Non discovery of any forgeries or fraud, except to the extent that the Bank has acted with gross negligence, (b) The Bank closing the Customer's account for whatever reason whatsoever, (c) Directly or indirectly, the error, failure negligence, act of omissions, or any other person, system, institution or payment infrastructure.
18. **Joint Account:** (a) Each of the Customer hereby authorizes and empowers each other to endorse for deposit & to deposit with the Bank any or all cheques, notes or other instruments for payment of money, payable to or purporting to belong to anyone or all of us and if any such instrument be received by the Bank without having been so endorsed then the Bank is hereby authorize to endorse any such instrument on behalf of the Customers and to credit the same to the Account. (b) An overdraft or other obligations incurred on the account or otherwise shall be the joint and other several liabilities each and every Customer. In the event of the death or legal disability of any of the individuals constituting the Customer, the other individual(s) shall immediately (but in any event not later than 10 days after such death or disability) and before affecting any transactions in the account, notify the Bank of such death or legal disability. (c In the event that there is no survivor or nominee, the account will then be frozen until the legal successor to the deceased or disable individual is appointed/ determined by the relevant Court or department.
19. **Indemnity:** The Customer shall keep the Bank indemnified at all the times against all losses, costs, damages, expenses (including legal fees), claims or demands arising in any way in connection with the Customer's accounts or in enforcing these terms & conditions and in recovering of any amount due to the Bank or incurred by the Bank in legal proceedings of whatever nature.
20. **Waiver:** No forbearance negligence or waiver by the Bank in enforcement of any to these terms & conditions shall prejudice the Bank's right to enforce the same thereafter. No waiver by the Bank shall be effective unless it is in writing and duly signed by the authorized signatories of the Bank.
21. **Variations:** The Bank reserves the right to alter or amend these terms & conditions at any time by giving not less than 14 (fourteen) days' notice to the Customer spacing the effective date of amendment. If the Customer uses any banking facility after the effective date of the amendment, the Customer shall be deemed to have received notice of the amendment and to have consent to such amendment and decided to continue to use the banking facilities upon the revised terms & conditions. The Customer further acknowledge that in the event of any changes being communicated to him/her, the Bank is not obliged to obtain the Customer's signature for receipt of such communication.
22. The Customer must have to provide either the copy of National ID, Passport or Birth Registration Certificate at the time of Account Opening, However, in case of Birth Registration Certificate, the Customer also have to provide an identification document with his/her photograph in addition to the Birth Registration Certificate. If identification document with photo is not available, then upon the Bank's satisfaction, the Customer must have to provide an ID/Testimonial with photograph from any considerable person* of the society.
    * Considerable Person means Member of the Parliament. City Corporation Mayor & Councillors, First Class Gazetted Officer, Public University Teacher, Upazila Parishad Chairman & Vice Chairman, Union Parishad Chairman, Pourashabha Mayor & Councillors. Principal of Private College, Head-Master of Government High School, Editor of National Daily Newspaper, Notary Public and Semi Government/Autonomous/Government Organization's and Government Bank's First Class Officer.

23. The Customer can close Term Deposit in advance at any time (prior to maturity) by providing closing instruction in writing. In this case, UCB shall apply prevailing premature encashment policy for the respective Term Deposit product and adjust the interest rate, income tax & other duties (as applicable) from the principal amount.
24. The Bank reserves the right to change the product parameters including premature encashment policy at any time without prior notice.
25. In case of missed instalment of scheme, the Bank shall apply prevailing penal charge policy for missed instalment for the respective Scheme product.
26. **Cheque Book:** The Bank reserves the right to destroy any chequebook issued against the Account but not collected by the Customer within 3 (three) months from the date of issue.

27. Debit Card:

27.1 Only Customer of United Commercial Bank Limited can apply for Visa/MasterCard Debit Card.

27.2 In these Terms and Conditions

a. 'Bank' means United Commercial Bank Limited and its successors and assigns.

b. 'Visa/Master Acquites1 mean, any bank or financial institution which is licensed by Visa/Master international to conclude agreements with merchants to accept VISA/Master cards of all description.

c. 'Card' means valid UCB Visa.Master Debit Card issued to a Card holder to avail of services and/or to punch use and/or to draw Cash Facilities by property presenting the same at the Bank or other Visa/Master authorized acquits: ATM and or POS.

d. 'Cardholder' means the Cardholder stated above.

e. 'Customer' means the Cardholder stated above.

f. 'Account' means an account maintained by the Bank in the name of the Cardholder.

g. ' Agreement' means contract between Bank & Customer.

27.3 a. All transactions initiated by the Card, whether electronically or otherwise, using the Card will be debited from the Designated Account.

b. The Bank shall debit the Designated Account for the amount withdrawn from any of the Visa/Master Debit Automated Teller Machine (ATM) or POS transactions for good and services obtained from Visa/Master authorized merchants in Bangladesh by the use of the Card.

The Bank records generated electronically or otherwise, shall be deemed to be conclusive proof of the correctness of the transaction notwithstanding the fact that there exists no debit voucher signed by the cardholder to support transactions through the ATM.

c. In consideration of issuing the cards, the cardholder undertakes to indemnify the bank against all losses claims actions proceedings demands damages costs and expenses incurred or sustained by the Bank or whatever nature and howsoever ensuring out of or in connection with the issuance of the use of the card, provided only that the bank acts in good faith.

d. The bank shall have the right to charge the customer any fee for issuance and use of the card on a yearly basis.

27.4 The Bank reserves the right to limit the total cash withdrawal or goods and services purchased at Visa/Master authorized merchants by the cardholder during a 24 hour period.

27.5 The Card shall at all times, remains the property of the Bank and the Bank may in its unfettered discretion and without giving any reason to withdraw the Card or the services thereby offered or any part of such services at any time without any prior notice whereby the Cardholder will be responsible for returning the Card as per request from the Bank.

27.6 The Card and PIN are issued to the Cardholder entirely at the Cardholder's risk and the Bank shall bear no liability whatsoever for any loss, financial or otherwise, or damage whatsoever caused from this issue. The Bank shall not be responsible for any losses or damages or expenses whatsoever arising whether directly or indirectly as result of any transaction made with the Card and shall be indemnified by the Cardholder, against any such loss or damage,

27.7 The Cardholder shall not disclose the PIN to anyone. The Cardholder will be liable to the Bank for any and all transactions made by the use of the Card and hereby agrees to indemnify the Bank for any losses or damages howsoever caused by any unauthorized use of Card or PIN, unless the Bank has received notice in writing of any loss, damage or theft of the Card or disclosure of the PIN or to any unauthorized use of the Card or PIN for this purpose, use of the Card by a person who obtained possession of the Card with the consent of the Cardholder constitutes authorized use to the Card.

27.8 The Bank shall debit the Designated Account for all related charges with respect to the Card and the use thereof and the charges as may be announced from time to time by the Bank or other Visa/Master authorized acquired as the case may be, including charges for any replacement of the Card.

27.9 The Bank reserves the right to refuse an application of the issuance of a Card and to with draw at any time and at its sole discretion all rights and privileges pertaining to the Card. The Bank shall not be responsible from any losses or damages or expenses whatsoever and howsoever arising whether directly or indirectly as a result of any malfunction of the Card or any of the Visa/Master Debit ATM. the insufficiency of funds in such a machine or otherwise.

27.10 The Bank does not warrant and will be responsible for the Card not being honoured for any reason whatsoever

27.11 In the event of replacement of the Card due to whatever reasons as requested by the Customer, the Bank will levy a charge set by the Bank's Authority.

27.12 In the event of resetting PIN, the Bank will levy a charge set by the Bank's Authority.

27.13 Cardholder will not use this card for any illegal transaction or anything unlawful, under the law of Bangladesh.

27.14 The Card shall cease to be valid and the Bank shall be entitled to the immediate return to the Card in the event of

a. Closure of the Designated Account

b. Death of the Cardholder

c. The Cardholder's authority to operate the Designated Account is terminated

d. The Cardholder ceases to be a customer of the Bank

e. The Bank requests for its return.

27.15 All notifications and/or questions concerning the use of the Card should be directed to the Branch Manager of the Cardholder's branch or the UCB Card Division.

27.16 All rules and regulations governing the operations or current and savings accounts will be applicable of the Card transactions relating to such accounts.

27.17 The Bank may at any time change terms and Conditions without prior notice to the Cardholder.

27.18 These terms and Conditions will stand amended if such amendments are necessitated by law. Government regulations or instructions issued by the Bangladesh Bank.

27.19 Fees and charges will be determined periodically be the Bank or other Visa/Master authorized acquires.

27.20 Cardholder may terminate this Agreement by serving 60 days prior notice to the Bank before its expiry,

27.21 In case of any act of God, war. riots, civil disturbances, changes of law over which the Bank has no control and when any such cases result in an impossibility for the Bank to perform this Agreement, the Bank may terminate this Agreement before its expiry without assigning any reasons whatsoever,

27.22 All disputes are subject to the jurisdiction of courts in Bangladesh only.

28. Internet & SMS Banking

28.1 Use of UCB Internet/SMS Banking Service is subject to the following terms and conditions which set out the general rights and obligations of the User(s) and United Commercial Bank Ltd. in connection with the use of United Commercial Bank Ltd. Internet/SMS Banking Service.

28.2 For the purpose of this document, "Internet/SMS Banking Services" refers to the Internet/SMS banking services provided by United Commercial Bank Limited through Internet/SMS or e-commerce banking such as balance enquiry, utility bill payment, fund transfer within the accounts of United Commercial Bank Limited services etc. or other services as may be made available by the United Commercial Bank Limited from time to time.

28.3 "User", "he/she" and/or "his/her" means United Commercial Bank Limited's bank Customer registered to use Internet/SMS Banking. "UCB" means United Commercial Bank Limited, a company duly incorporated under the Companies Act 1994 and a scheduled banking company licensed under the Banking Companies Act, 1991, having its Corporate Head Office at CWS (A) 1 Gulshan Avenue, Gulshan 1, Dhaka -1212 and its branches or its assigns in respect of which the service will be available.

28.4 APPLICATION FOR UCB Internet/SMS BANKING:

The User shall apply to UCB in the prescribed form for use of Intenet/SMS Banking Services subject to the terms and conditions stated herein including any other terms and conditions as modified or inserted by UCB from time to time. UCB at its sole discretion may accept or reject any such applications. Once the application is accepted by UCB, these Terms & Conditions shall form the contract and govern the relationship between the User and UCB in relation to use of Internet/SMS Banking Services.

By applying for Internet/SMS Banking for the first time, the User acknowledges and accepts these Terms & Conditions. Notwithstanding anything contained herein, all Terms & Conditions pertaining to the accounts shall continue to apply. In the event of any conflict between these Terms & Conditions and the Rules and Regulations governing the User(s) account with UCB. These Terms and Conditions shall prevail with regard to UCB Internet/SMS Banking.

29. Internet/SMS Banking Users Log In Access, Password & Security Procedures

29.1 UCB will provide the User with unique User Identification Number ("User ID") and a temporary Password in the first instance through email. The User(s) hereby authorizes and instructs UCB to email him/her the User ID and Password relating to his/her access/log-in to the Internet/SMS Banking Services to the email address given in the application at his/her own risk and responsibility. The User shall not be liable for any non-delivery or miss-delivery of User ID or Password unless such non-delivery is caused due to wilful misconduct of the Bank.

29.2 The User shall log in to the Internet/SMS banking by using the User ID and Password. As a safety measure, the User shall immediately change Password upon his/her first login. User is requested to change his/her Password frequently thereafter to avoid any possible hacking, inherent risk or misuse/fraudulent use of his/her account.

29.3 The User acknowledges that the Login ID (User ID) and the Password shall act as User's authorized signature. This signature authorizes and validates directions given just as an actual written signature does.

29.4 User is therefore responsible for maintaining the confidentially and secrecy of User ID and Password. User should not under any circumstances disclose his/her User ID and/or Password to anyone, including anyone claiming to represent the Bank or to someone giving assistance on a technical helpdesk in connection with the service. It is clearly understood that Bank employees do not need Password for any reason whatsoever. Bank shall not be held liable in any manner or in any form whatsoever in case of any unauthorized or fraudulent use of the User's account through Internet/SMS Banking Services or for loss, misplace or fraudulent use of the User ID and Password.

29.5 If User gives or shares his/her Password to anyone or fails to safeguard its secrecy, he/she does so at his/her own risk because anyone with User Password will have access to his/her accounts.

29.6 If User forgets the Password, he/she has to request for issue of a new password by sending a written request to UCB.

29.7 If User's password is lost or stolen, or is known by another individual, he/she must notify UCB in writing immediately. UCB upon receipt of written request from the User shall at the earliest stop operation of the Internet/SMS Banking Services of the respective User account. If bank receives any information orally or in written from anyone including the user, bank may immediately suspend the services in good faith for the safety and security of the user.

29.8 The User agrees and acknowledges that UCB shall in no way be held responsible or liable if the User incurs any loss as a result of information being disclosed by UCB regarding his Account(s) or carrying the instruction of the User pursuant to the access of the Internet/SMS Banking and the User shall fully indemnify and hold harmless UCB in respect of the same.

29.9 User hereby acknowledges and understands the inherent risk of using Internet/SMS and availing the Internet/SMS Banking Services and accordingly shall take all necessary precautions at his/her end to safeguard himself/herself from such risk. Bank shall not be held liable in any form whatsoever if the User suffers any loss or damages due to such inherent risk of Internet/SMS Banking Services unless such loss or damage is caused due to willful negligence of the Bank.

30. Service Software & Hardware Requirements

30.1 User is solely responsible for the maintenance, installations and operation of User's computer and for the software used in accessing Internet/SMS Banking.

30.2 UCB shall not be responsible if the Internet/SMS Banking System does not work properly or the service is interrupted due to failure of electronic or mechanical equipment orcommunication 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.

31. Charges

31.1 UCB shall initially provide the Internet/SMS Banking Services at free of cost. However. UCB reserves the right to change and recover from the User(s) service charges, as may be fixed by UCB from time to time. The User hereby authorizes UCB to recover such charges from his/her account(s).

31.2 Charges are subjected to change from time to time at UCB's discretion.

32. Unauthorized/ Fraudulent Activities

32.1 Upon obtaining User ID and Password, User is requested to check the list of his/her accounts with UCB. If any of User account is missing, please inform this to UCB immediately. If a third party account is linked to User's ID, please inform this to UCB also. Do not access it or do not perform any transaction on that account. Such activity, if done, will be treated as fraudulent

32.2 activity.

32.3 If User believes unauthorized transactions are being made with his/her account, he/she should change the Password immediately and notify the UCB.

32.4 The User should check the Statements for all of his/her accounts for any unauthorized transaction. In case of any discrepancy in details of any transactions carried out in respect of the account, in that event User should immediately inform UCB in writing.

Bank's only responsibility would be to use its best efforts to prevent such unauthorized transaction if already not been made.

PRECAUTIONARY NOTE:

33 On-line Fund Transfer

User shall be responsible for all transfers transactions. Fund Transfer can be made only from User account to another account held with any other Bank.

34. Utility Bill Payment

34.1 The Utility Bill Payment services is only available to Users of the UCB Internet/SMS Banking Service and shall coverall the utility bill payments of different utility service provider(s) (Billers) as mutually agreed between UCB and the utility service provider(s).

34.2 The User should accept that he/she will be responsible for putting in the correct account number and transaction amount for the fund transfer request. In such case, UCB will not be liable for any erroneous transactions incurred arising out of or relating to the User entering wrong account number and amount.

34.3 Upon UCB decision, there will be a transaction amount limit though Internet/SMS banking. Maximum amount of transaction limit can be subject to change from time to time at UCB's discretion.

34.4 Any transaction made after working hours or on public/bank holidays, the transaction value date will be the next working day.

34.5 No transaction is allowed from a non-convertible taka account to a convertible account.

34.6 In addition to the terms and conditions stated above, the existing policy of the Bank (including amendments from time to time) regarding Bill Collection shall also be applicable for Bill Collection so far it does not contradict with the provisions stated herein. The policy of the Bill Collection shall be available from the branches of the Bank.

34.7 Payment amount must be accurate as per the Bill. Any less payment or higher payment is the sole responsibility of the User and the Bank shall not held liable for any losses, damages or disconnection of utility services due to payment of less amount or whatsoever.

34.8 This agreement does not bind UCB as an agent of Utility agency. UCB shall not be held responsible for disconnection of the utility service for any reason by the utility service provider.

35. Maintenance of Sufficient Fund

35.1 The User shall ensure that there are sufficient funds (or prearranged credit facilities) in his/her account for transactions through the Internet/SMS Banking. All instructions of the Use shall be carried out subject to sufficient fund in the respective accounts.

35.2 UCB shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.

36. Anti Money Laundering

36.1 User should agree and confirm that he/she will not use this Internet/SMS Banking facility for money laundering, illegal, unlawful purpose.

36.2 User shall fully comply with the laws related to the money laundering and shall not use the Internet/SMS Banking services for any anti-terrorism or anti-state activities.

36.3 UCB reserves the right to demand explanation from the User regarding any matter pertaining to money laundering and anti-terrorism law of the country.

37. Proprietary Rights

37.1 The User acknowledges that the software underlying the Internet/SMS Banking as well as other Internet/SMS related software which ate required for accessing Internet/SMS Banking are the legal property of the respective vendors or UCB as the case may be.

37.2 The permission given by UCB to access Internet/SMS Banking will not convey any proprietary or ownership rights in such software.

37.3 The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet/SMS Banking or create any derivative product based on the software.

37.4 User shall keep all information whether of the User, UCB or any other third party/customer derived from the Internet/SMS Banking Services in order to prevent unauthorized transaction through Internet/SMS Banking Service, Users are advised to strictly maintain the following:

1. The User ID and Password should not be written anywhere accessible to third party including his/her family members.
2. User should make sure that no one is physically watching the passwords when he/she is Logging in.
3. It is important to remember to click 'Log out' after completing his/her Internet/SMS Banking session.
4. User should not leave his/her PC unattended with the browser running and a valid user name and Password cached as in such case anyone can gain access to the account, strictly confidential and shall disclose to any third party without prior written consent of UCB.

38. Governing Law

38.1 These Terms and/or the operations in the Accounts of the User shall be governed by the Laws of Bangladesh, in force.

38.2 UCB may, in its absolute discretion, commence any legal action or proceedings arising out of breach or violation of any of the Terms for Internet/SMS Banking in any other court, tribunal or other appropriate forum irrespective of the place from where the User access the Internet/SMS Banking Services, and the User hereby consents to that jurisdiction.

38.3 Any provision of the Terms for Internet/SMS Banking which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

39. Force Majeure

If for any reason beyond its control including but not limited to system error, network problem, strikes, labor disputes, accidents, governments requisition, restrictions or regulations on travel, hospital operation, political disturbances, acts of war, acts of God. Which may hamper to provide regular and normal service and unable to perform its obligations under this agreement, that case UCB shall not be responsible at anymore.

40. Changes of Terms

UCB shall have the absolute discretion to amend or supplement any of the Terms at any time and will attempt to give prior notice of fifteen days for such changes wherever feasible. Such change to the Terms shall be communicated to the User. By using any new services as may be introduced by UCB, the User shall be deemed to have accepted the changed Terms.

Account No
(Bank Use Only)

41. Termination of Internet/SMS Banking

The User may request for termination of the Internet/SMS Banking any time by giving a written notice of at least 15 days to UCB, The termination shall take effect on the completion of the fifteenth day. However, the User shall always be held liable for all accrued obligation or instruction given before or on the effective date of termination.

42. Breach of Terms & Conditions

User must compensate for any loss that occurs as a result of his/her breaking any term of these agreements.

43. Lien and Set-off

In addition to any general Lien or other rights to which the Bank may be entitled, the Bank may at any time and without any notice to the Customer, may transfer or apply all or any credit balance of the account(s) of the Customer towards satisfaction of any or all sums of money which is currently due or at any time or times hereinafter may become due or owing to the Bank by the Customer.

44. Banking Instructions by Phone (Call Center)

The United Commercial Bank is irrevocably and unconditionally authorized and instructed to accept all instructions received by the customer via telephone, and the Bank may rely conclusively on the authenticity of and due authorization for any such instructions and regard the same as emanating from me, the customer where the issuer of such instructions correctly provides such information for identification purpose as may be requested by the Bank, including but not limited to Telephone Personal Identification Number (BTPINE3) issued by the Bank to the customer for able to verify the identity of the customer and for the customer to validly issue instructions for availing any of the Services. I authorize the Bank (in its absolute discretion) to follow/act on my oral or instructions by telephone (including any instructions required by or, given by me, in relation to these terms & conditions unless these terms & conditions otherwise expressly state to the contrary). The Bank shall, at its discretion, be at absolute liberty to refuse to accept or give effect to any instructions given verbally if, in the sole opinion of the Bank, the authenticity of such instructions is doubtful or the Bank is otherwise unable to give effect to the Instructions for any reason whatsoever. I shall not reveal my Telephone Personal Identification Number (TPIN) to anyone. My oral instruction(s) identified by my correct Bank Account Number and TPIN shall be deemed to be proper. Accordingly, the Bank shall be entitled to rely on any such instructions). Should the Bank accept any such instruction from me, or from some other person purporting to be me, I hereby agree to indemnify the Bank against any loss, damages, costs (including legal costs), or demands incurred by the Bank as a result of or, in connection therewith. The Bank may in its absolute discretion require that written confirmation of my oral instruction(s) be received by it within such period as the Bank may specify. Where any of the above accounts are opened by more than one person any such one person shall be entitled to give any such oral instructions and the Bank shall be entitled to rely upon such instruction(s) according to mandate. The customer hereby permits and authorizes the Bank to use voice-recording and IVR key strokes recording procedures in connection with any communication with me, the customer, in order to record or verify the instructions. Any such voice and IVR recording made by the Bank shall constitute evidence of the instructions so recorded. The customer acknowledges that the issuance of verbal Instructions in accordance with this Mandate for utilizing any of the Services through such verbal telephonic Instructions involves inherent risks, including but not limited to risks associated with fraud and unintended /erroneous instructions, which the Bank cannot eliminate. Customer's use of the Call center implies that he/she fully understands the limitations and inherent risk of verbal instructions for carrying out transactions and agrees to the Conditions of use in force at the time. The customer hereby absolves the Bank of all responsibility and accepts any and all risk associated with the execution of instructions in accordance with this Mandate.

I/we hereby acknowledge that I/we have read, understood and agreed to all the Terms & Conditions as indicated above with the United Commercial Bank Limited, I/we hereby also declare that the information I/we have provided in this form are all correct & shall provide any further information that is required, I/we also declare that I/we am/are aware of all the fees and charges related to this account, debit card, SMS & internet banking and interest rate and rules & regulations to receive interest.

1. Signature with Seal of Account Operator	2. Signature with Seal of Account Operator	3. Signature with Seal of Account Operator
Name :	Name :	Name :
Date :	Date :	Date :

Bank Official's Signature with Seal & Date