



United Commercial Bank Limited

Branch

Account Opening Form Organizational Account

Date

The Manager
United Commercial Bank Limited

Branch

For Bank use only

Account No
CIF

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)

বাংলায়

2. Type of Account (Mark-√) Savings Current Short Notice Deposit (SND) FC ERQ 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 Unet Enterprise Banking Debit Card (Proprietorship concern only) Others (Please Specify) _____
(If yes, please fill up UEB form) (Emboss Name)

SECOND PART: ORGANIZATION RELATED INFORMATION

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

প্রতিষ্ঠানের নাম (বাংলায়) : _____

2. Trade Licence No. : _____ Date _____ Issuing Authority _____

3. Registration No. : _____ Date _____ Issuing Authority & Country _____

Registered Address : _____

4. VAT Registration No./BIN : _____

5. E-TIN (if any) :

6. Business/Office Address : _____

Phone/Mobile No. _____ Email _____ (Please Use Block Letter)

7. Type of Organization (Mark-√) : Proprietorship Partnership Joint Venture Private Limited Company Public Limited Company
 NGO/NPO Club/Society Educational Institute Religious Institute Trust
 Others (Please Specify) _____

8. Type of Business : Trading Service Manufacturing Others (Please Specify) _____

9. Nature of Business (In Details) : _____

10. Annual Turnover : _____ Manpower _____ Fixed Asset _____ Excluding L&B

Bank Official's Signature with Seal & Date

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- 29.4 User is therefore responsible for maintaining the confidentiality 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 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.

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 activity.
 - 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 cover all 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 are 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)

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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

Name :

Date :

2. Signature with Seal of
Account Operator

Name :

Date :

3. Signature with Seal of
Account Operator

Name :

Date :

Bank Official's Signature with Seal & Date