United Commercial Bank Limited

_____ Branch

Account Opening Form

Personal Account

Date DD MM YYYY

(For Bank use only)

The Manager
United Commercial Bank Limited
_____ Branch

Account No.

CIF

Dear Sir,
I/We hereby request you to kindly open bellow mentioned islamic banking account in your branch. I/We have furnished my/our account related and personal information in detail hereunder.

PART-1 : ACCOUNT RELATED INFORMATION

1. Account Title : (বাংলায়) _____

In English (Block Letter) _____

2. Type of Account [Mark ✓] ☐ Mudaraba Savings ☐ Al-Wadia Current ☐ Mudaraba SND ☐ FC ☐ NFCD ☐ RFCD ☐ Others _____ (Please Specify)

ISR (Income Sharing Ratio) for Mudaraba deposit A/Cs

Bank	:	Customer
	:	

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

4. Mode of Operation [Mark ✓] ☐ Singly ☐ Jointly ☐ Any One ☐ Either or Survivor ☐ Others _____ (Please Specify)

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

6. Value Added Service (Mark ✓) ☐ Cheque Book ☐ Debit Card (Emboss Name _____) ☐ Others _____ (Please Specify)

PART-2 : INDIVIDUAL INFORMATION [1]

Account Number (For Bank use only)

1. নাম (বাংলায়) _____

Name In English (Block Letters) _____

Account Holder's Photo

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

3. Father's Name (Block Letters) _____

4. Mother's Name (Block Letters) _____

5. Spouse's Name (Block Letters) _____

6. Nationality _____ 7. Gender [Mark ✓] ☐ Male ☐ Female ☐ Third Gender

(If the account holder is a foreign citizen, then copy of the passport with valid VISA must be obtained)

8. Resident status [Mark ✓] ☐ Resident ☐ Non-Resident

(Instructions of Guidelines for Foreign Exchange Transactions will be followed by Bank if necessary)

9. Profession (In details) _____ 10. E-TIN (If any)

11. Probable Monthly Income _____ 12. Source of Fund _____ (In details)

13. (a) Present Address _____ (House, Street, Block, Sector) Area/ Village _____

Post Office _____ Upazila/Thana _____ District _____ Post Code

Country _____ Phone/Mobile No. _____ E-mail _____

(b) Permanent Address _____ (House, Street, Block, Sector) Area/ Village _____

Post Office _____ Upazila/Thana _____ District _____ Post Code

Country _____ Phone/Mobile No. _____ E-mail _____

14. Identification Document : a. National ID No. _____

or, b. Passport No. / Birth Certificate / Others[2] _____ Expiry Date D D M M Y Y Y Y

1. Additional form for Individual information should be attached with this form for each of the account holders where there is more than one account holder and for guardian (Father/ Mother/Legal guardian) where account holder is minor.
2 Any identity document acceptable to the bank only for financial inclusion product.

Bank Official's Signature

c. Introducer's Information (For other identity document except NID)

Name _____

Account No./ National ID _____

Date of Birth | D | D | M | M | Y | Y | Y | Y | Signature of the Introducer with Date

PART-3 : INFORMATION OF NOMINEE [3]

Account Number (For Bank use only) | | | | | | | | | | | | | | | |

1. I/We hereby nominate the below mentioned person/persons to receive the proceeds of this account in the event of my/our death. I/we reserve the right to cancel or change the nominee at any time. I/We further agree that the Bank shall make payment as per our aforesaid instruction and, upon payment, obligations in respect of the concerned deposit shall be deemed fulfilled.

a. Name of the Nominee _____ Date of Birth | D | D | M | M | Y | Y | Y | Y |

b. Address _____

c. Percentage of Share _____ d. Relationship with Applicant _____

e. National ID/Valid Passport No./Birth Certificate No./Others _____ (Please Specify)

f. Phone/Mobile No. _____ E-mail _____

Nominee Photograph attested by account holder

2. As per provision of section 103(2) of the Bank Company Act, 1991, I/we hereby authorise the below mentioned person to receive the money on behalf of the nominee if the nominee remains minor at the time of my/our death.

a. Guardian's Name _____ Phone/Mobile No. _____

b Permanent Address _____

c. National ID/Passport No./Birth Certificate No./Others _____ (Please Specify) d. Relationship with Nominee _____

DECLARATION & SIGNATURE [4]

I/We also solemnly and sincerely declare 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.

Account Number (For Bank use only) | | | | | | | | | | | | | | | |

Special instruction [Mark ✓] ☐ Singly ☐ Jointly ☐ Any One ☐ Either or Survivor ☐ Others _____ (Please Specify)

1. First Applicant	2. Joint Applicant (2nd Applicant)	3. Joint Applicant (3rd Applicant)
Please attach Photograph here (First Applicant)	Please attach Photograph here (2nd Applicant)/Beneficial Owner	Please attach Photograph here (3rd Applicant)/Beneficial Owner
Signature with date	Signature with date	Signature with date
Name : _____	Name : _____	Name : _____

BANK'S USE ONLY

Remarks _____

AML Tracking Number _____ RM Code _____

Opened by	Checked by	Approved by
Name, Seal & Date : _____	Name, Seal & Date : _____	Name, Seal & Date : _____

Is customer eligible for FATCA compliance? ☐ Yes ☐ No

If answer is Yes, FATCA compliance must be ensured. Necessary documents of customer/account holder must be collected as proof of address.

3. If there is more than one nominee then information of each nominee should be attached separately as additional attachment with the part 3 of the Account Opening Form.
4. If the account holder is a minor then guardian of the account holder will sign in place of the applicant.

Account No
(For Bank use only)

Terms & Conditions

This is an agreement between Account Holders (the 'Customer') and United Commercial Bank Limited, Islamic Banking ('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 Personal 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 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 Account Holders 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:** Savings Account being inoperative for 2 (two) years will be transferred to Dormant status. The Bank reserves the right to close any account having zero balance & without transaction for 1 (one) year. An account will be transferred to unclaimed account status after 10 (ten) years if no transaction takes place.
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 & Profit 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 profit 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 Account Holder 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 honor 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 any financing and investment 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 authorized 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 Account Holders 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 authorized to endorse any such instrument on behalf of the Customers and to credit the same to the Account. (b) Any financing or investment obligations arise on the account or otherwise shall be the joint and other several liabilities each and every Joint Account Holder. In the event of the death or legal disability of any of the individuals constituting the Account Holders, 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, Driving License 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 Organizations 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 profit sharing ratio, 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. **Chequebook:** The Bank reserves the right to destroy any chequebook issued against the Account but not collected by the Account Holder within 3 (three) months from the date of issue.

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Terms & Conditions for Al-Wadia Current Accounts:

The deposit is accepted in the UCB Taqwa Current Account under the Al-Wadia principle of Islamic Shariah. Bank will ensure safekeeping of the deposited fund and will be obliged to return the same partially or fully as and when demanded by the customer. The deposited money is invested along with other deposits by the Bank according to Islamic Shariah and any profit earned will not be shared with the Customer.
In order to operate a UCB Taqwa Al-Wadia Current Account a minimum amount to be deposited and a minimum amount of balance is to be maintained. The Bank reserves the right to deduct different charges related to maintenance of the account from time to time. Transaction can be made more than once during the banking hour.

Terms & Conditions for Mudaraba Deposit Accounts:

The deposit is accepted in the UCB Taqwa Mudaraba deposit Accounts under the Mudaraba principle of Islamic Shariah. Here Customer is Shaheb-Al Mal and Bank is Mudarib. Bank manages the business and profit is shared between Customers and Bank at a pre-agreed Income Sharing Ratio (ISR). The deposited money is invested by the bank according to Islamic Shariah. In case of capital loss, it is borne by Customer as Shaheb Al Mal. Bank reserves the right to deduct different charges, Govt. duty related to the Account from time to time.
Income Sharing Ratio (ISR) between Mudaraba account holders and the Bank may be revised and it will be effective for both existing and newly opened accounts. ISR and Profit Rate for each month will be published at the Bank's website. Profit shall be credited to the Mudaraba Savings and SND Accounts at the end of June and December each year.

1. Debit Card

1.1. Only account holders of United Commercial Bank Limited can apply for Visa/ MasterCard Debit Card.
1.2. 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 properly presenting the same at the Bank or other Visa/Master authorized acquites: 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 & Account Holder.
1.3.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 goods 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 howsover ensuing 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.
1.4. 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.
1.5. 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.
1.6. 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,
1.7. 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 prior 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.
1.8. 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.
1.9. 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.
1.10. The Bank does not warrant and will be responsible for the Card not being honoured for any reason whatsoever
1.11. In the event of replacement of the Card due to whatever reasons as requested by the Account holder, the Bank will levy a charge set by the Bank's Authority.
1.12. In the event of resetting PIN, the Bank will levy a charge set by the Bank's Authority.
1.13. Cardholder will not use this card for any illegal transaction or anything unlawful, under the law of Bangladesh.
1.14. 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.
1.15. 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.
1.16. All rules and regulations governing the operations or current and savings accounts will be applicable of the Card transactions relating to such accounts.
1.17. The Bank may at any time change terms and Conditions without prior notice to the Cardholder.
1.18. These terms and Conditions will stand amended if such amendments are necessitated by law. government regulations or instructions issued by the Bangladesh Bank.
1.19. Fees and charges will be determined periodically be the Bank or other Visa/Master authorized acquires.
1.20. Cardholder may terminate this Agreement by serving 60 days' prior notice to the Bank before its expiry,
1.21. 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,
1.22. All disputes are subject to the jurisdiction of courts in Bangladesh only.

2. Internet & SMS Banking

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 Limited in connection with the use of United Commercial Bank Limited Internet/SMS Banking Service.
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 and outside 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.
"User", "he/she "and/or "his/her" means United Commercial Bank Limited's account holder(s) 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.

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21. **APPLICATION FOR UCB Internet/SMS BANKING:**

2.2. The User shall apply to UCB in the prescribed form for use of Internet/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.

2.3. 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.

3 **INTERNET/SMS BANKING USERS LOG IN ACCESS, PASSWORD & SECURITY PROCEDURES:**

3.1. 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 mis-delivery of User ID or Password unless such non-delivery is caused due to wilful misconduct of the Bank.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

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

3.7. 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.

3.8. 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.

3.9. 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 wilful negligence of the Bank.

4. **SERVICE SOFTWARE & HARDWARE REQUIREMENTS**

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

4.2. 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.

5. **CHARGES:**

5.1. 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).

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

6. **UNAUTHORIZED/ FRAUDULENT ACTIVITIES:**

6.1. 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.

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

6.3. 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.

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

7. **ON-LINE FUND TRANSFER:**

7.1. User shall be responsible for all transfers transactions. Fund Transfer can be made only from User account to another account held with UCB or outside.

8. **UTILITY BILL PAYMENT**

8.1. 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).

8.2. 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.

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

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

8.5. 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

8.6. 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.
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

8.7. disconnection of utility services due to payment of less amount or whatsoever.
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.

8.8. **MAINTENANCE OF SUFFICIENT FUND:**

9. 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 User shall be

9.1. carried out subject to sufficient fund in the respective accounts.
UCB shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.

9.2. **ANTI MONEY LAUNDERING:**

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

10.1. 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.

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

10.3. **PROPRIETARY RIGHTS:**

11. 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

11.1. legal property of the respective vendors or UCB as the case may be.
The permission given by UCB to access Internet/SMS Banking will not convey any proprietary or ownership rights in such software.

11.2. 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

11.3. software.

11.4 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:

a. The User ID and Password should not be written anywhere accessible to third party including his/her family members.

b. User should make sure that no one is physically watching the passwords when he/she is Logging in.

c. It is important to remember to click 'Log out' after completing his/her Internet/SMS Banking session.

d. 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 not disclose to any third party without prior written consent of UCB.

Account No
(For Bank use only)

112. **GOVERNING LAW:**

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

12.2. 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.

12.3. 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.

13. **FORCE MAJEURE:**

13.1. 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.

14. **CHANGES OF TERMS:**

14.1. 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.

15. **TERMINATION of Internet/SMS BANKING:**

15.1 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.

16. **BREACH OF TERMS & CONDITIONS:**

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

17. **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.

18. **BANKING INSTRUCTIONS BY PHONE (CALL CENTER)**

United Commercial Bank Limited 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 (TPIN) 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 profit sharing ratio and rules & regulations to receive profit.

Signature of First Applicant	Signature of Joint Applicant (2nd Applicant)	Signature of Joint Applicant (3rd Applicant)
Name :	Name :	Name :
Date :	Date :	Date :