



Uttara Bank Limited

Terms & Conditions

(PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE SUBMITTING APPLICATION)

The usage of Uttara Bank Ltd. Internet-Banking Service is subject to the following terms and conditions which set out the general rights and obligations of the User(s) and Uttara Bank Ltd. in connection with the use of Uttara Bank Ltd. Internet-Banking Services. This shall be deemed to be Agreement between the Bank and the User availing Internet Banking Services.

In this document, 'Internet-Banking Service' refers to the internet banking services provided by Uttara Bank Ltd. through internet such as balance enquiry, fund transfer within the accounts of Uttara Bank Ltd. services etc. or other services as may be made available by Uttara Bank Ltd. from time to time.

'User' (he/she and/or his/her) means account holder(s) of Uttara Bank Ltd. who is registered to use Internet-Banking.

'Uttara Bank Ltd/Bank', means Uttara Bank Ltd., a scheduled banking company having its Head Office at 47, Shahid Bir Uttam Ashfakussamad Sarak (Old 90,Motijheel C/A) Dhaka - 1000, Bangladesh; and its branches or its assigns in respect of which the service will be available.

1. APPLICATION FOR UTTARA BANK LTD. INTERNET BANKING:

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

1.2. By applying for Internet 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 Uttara Bank Ltd., these Terms and Conditions shall prevail with regard to Uttara Bank Ltd. Internet Banking.

2. INTERNET BANKING USERS LOG IN ACCESS, PASSWORD & SECURITY PROCEDURES:

2.1. Uttara Bank Ltd. 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 Uttara Bank Ltd. to email him/her the User ID and Password relating to his/her access/log-in to the Internet 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 or mis-delivery is caused due to willful misconduct of Uttara Bank Ltd.

2.2. The User shall log in to the internet banking by using the User ID and Password through the URL : www.uttarabank-bd.com. 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.

2.3. 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.

2.4. User is therefore responsible to maintain the confidentiality and secrecy of User ID and Password. The 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 the 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 Banking Services or for loss, misplace or fraudulent use of the User ID and Password.

2.5. 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 and responsibility because anyone with User Password will have access to his/her accounts.

2.6. If User forgets the Password, he/she has to request for issuance of a new password by sending a written request to Uttara Bank Ltd.

2.7. If User's password is lost or stolen, or is known by another individual, he/she must notify Uttara Bank Ltd. in writing immediately. Uttara Bank Ltd., upon receipt of written request from the User, shall at the earliest stop operation of the Internet Banking Services of the respective User Account.

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

2.9. User hereby acknowledges and understands the inherent risk of using Internet and availing the Internet Banking Services and accordingly shall take all necessary precautions at his/her end to safeguard him/her from such risk. The 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 and Internet Banking Services unless such loss or damage is caused due to willful negligence of the Bank.

2.10. The User hereby agree that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, or for fraud prevention purposes.

3. UNAUTHORIZED/ FRAUDULENT ACTIVITIES:

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

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

3.3. 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 Uttara Bank Ltd. in writing.

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

4. SERVICE SOFTWARE & HARDWARE REQUIREMENTS

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

4.2. Uttara Bank Ltd. shall not be responsible if the Internet 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. Uttara Bank Ltd. reserves the right to impose charges on Internet Banking Services at any time and recover from the User(s) service charges, as may be fixed by Uttara Bank Ltd. from time to time. The User hereby authorizes Uttara Bank Ltd. to recover such charges from his/her account(s).

5.2. Charges are subject to change from time to time at Uttara Bank Ltd.'s sole discretion amount will be realized from the User's respective account.

6. ON-LINE FUND TRANSFER:

6.1. User shall be responsible for all transfers transactions. Fund Transfer can be made only from User account to another account maintained with Uttara Bank Ltd. No transfer can be initiated for a bank account maintained with other bank.

6.2. 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, Uttara Bank Ltd. will not be liable for any erroneous transactions incurred arising out of or relating to the User entering wrong account number and amount. Uttara Bank Limited shall not be liable if any electronic fund transfer request by the User is rejected by the system for mistake and/or non-compliance of any rules of fund transfer.

6.3. There will be a transaction amount limit though internet banking at sole discretion/decision of Uttara Bank Ltd.. Maximum amount of transaction limit can be subject to change from time to time at Uttara Bank Ltd.'s sole discretion.

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

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

6.6. In addition to the terms and conditions stated above, the existing policy of the Bank (including amendments from time to time) regarding fund transfer shall also be applicable so far it does not contradict with the provisions stated herein.

7. MAINTENANCE OF SUFFICIENT FUND:

7.1. The User shall ensure that there are sufficient funds (or prearranged credit facilities) in his/her account for transactions through the Internet Banking. All instructions of the User shall be carried out subject to sufficient fund in the respective accounts. Uttara Bank Ltd. shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.

8. ANTI MONEY LAUNDERING:

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

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

8.3. Uttara Bank Ltd. reserves the right to demand explanation from the User regarding any matter pertaining to money laundering and anti-terrorism law of the country.

9. PROPRIETARY RIGHTS:

9.1. The User acknowledges that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors or Uttara Bank Ltd. as the case may be.

9.2. The permission given by Uttara Bank Ltd. to access Internet Banking will not convey any proprietary or ownership rights in such software. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

9.3. User shall keep all information whether of the User, Uttara Bank Ltd. or any other third party/customer derived from the Internet-Banking Services strictly confidential and shall not disclose to any third party without prior written consent of Uttara Bank Ltd.

Right of set-off and Lien:

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the account(s) of the User to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking extended to and/ or used by the User.

10. GOVERNING LAW:

10.1. These Terms and/or the operations in the Accounts of the User shall be governed by the prevailing Laws of Bangladesh.

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

10.3. Any provision of the Terms for Internet 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.

11. CHANGES OF TERMS:

11.1. Uttara Bank Ltd. shall have the absolute discretion to amend or supplement any of the Terms at any time and such change to the Terms will be communicated to the User whenever feasible by hosting the same on the Website or in any other manner as decided by the Bank. The User shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the Website of the Bank. Such amended Terms will thereupon apply to and be binding on the User at the expiry of one month from the date of notice. If the User finds changes are disadvantages, the User may opt to discontinue with the Internet Banking Services without paying any charges within one month from the date of notice by intimating the of the same.

11.2. By using any new services as may be introduced by Uttara Bank Ltd., the User shall be deemed to have accepted the changed Terms.

12. TERMINATION ON INTERNET BANKING:

12.1. The User may request for termination of the Internet Banking at any time by giving at least 15 days prior written notice to Uttara Bank Ltd. 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.

13. BREACH OF TERMS & CONDITIONS:

13.1. User must compensate for any loss that occurs as a result of his/her breaking any term of these agreements. The User shall indemnify and hold the Bank, its directors and employees, representatives, agents as the case may be, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank's execution of the User instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking and/or loss and expenses incur by the Bank, its directors and employees, representatives, agents due to unauthorized use of Internet Banking by the User.

PERCAUTIONARY NOTE:

In order to prevent unauthorized transaction through Internet 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 his/her passwords when he/she is Logging in.
3. It is important to remember to click 'Log out' after completing his/her Internet Banking session.
4. User should not leave his/her PC unattended with the browser running and a valid user name and Password.

I hereby acknowledge that I have read and understood the terms and conditions for Internet-Banking and the risk involved in Internet Banking operation and further declare and affirm that by signing below, I apply for the Uttara Bank Ltd. Internet Banking Services subject to the aforesaid terms and conditions.

Signature & Date of the Accountholder's

If you need any help with the login process of Internet Banking or any other technical questions, please contact with the respective branch.

Uttara Bank Limited Internet Banking Support can be reached via e-mail at: ibanking@uttarabank-bd.com.