

Alternative Channel Enrollment Form

PLEASE USE CAPITAL LETTERS

For Bank's Use Only
Branch Code:
User ID:

Date:

d	d	m	m	y	y	y	y
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Available services are: 1. Internet Banking 2. SMS Banking 3. SMS Alert 4. Internet Banking on Mobile Phone

Request for services (please write here)

Customer Name:

Contact Phone: Off.

 Ext.

 Res.

Mobile

 Date of Birth

d	d	m	m	y	y	y	y
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E-mail:

1. Please Link the Following Account(s):

i)

 ii)

 iii)

iv)

 v)

 vi)

2. I wish to avail 'transfer to another EBL customer A/C service' (Please write Yes/No)

3. Amount for SMS ALERT Any amount BDTand Above

I/we confirm that I/we have read and understood the terms & conditions governing EBL Alternative Channel Services (as applicable) and agree to comply with the same. I/we also confirm that I/we have read and understood the bank's schedule of fees and charges and unconditionally accept the same.

I/we shall be solely responsible for any instruction/transaction done through Alternative Channel using my ID and PIN in the accounts mentioned above. I/we authorize EBL to debit my/our account for any fees and charges, if applicable, to get the Alternative Channel Services.

Customer Name	Customer ID	Signature with Date
1.		
2.		
3.		

- Conditions: 1. In case of Joint account all signatories must sign the enrollment form.
2. For Internet Banking ID, only primary account holder will receive the user ID and Password.

For Branch Use Only	Date: <table border="1" style="display: inline-table;"><tr><td>d</td><td>d</td><td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td></tr></table>	d	d	m	m	y	y	y	y
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Customer Signature verified by (Full Signature)..... Employee ID:.....									
Recommended by SSM/CSM (Full Signature)..... Employee ID:.....									
For Operations Use Only	Date: <table border="1" style="display: inline-table;"><tr><td>d</td><td>d</td><td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td></tr></table>	d	d	m	m	y	y	y	y
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Input by (Signature) Employee ID:.....									
Authorized by (Signature) Employee ID:.....									

TERMS AND CONDITIONS FOR ALTERNATIVE DISTRIBUTION CHANNELS

In consideration of your (hereinafter referred to as the “Customer”) acceptance of the terms and conditions for the alternative distribution channels of Eastern Bank Limited (the “Bank”), i.e. (a) SMS Banking Service, (b) Internet Banking Service, (c) Internet Banking Service-Bill Payment and (d) Internet Banking Service on Mobile Phone (hereinafter collectively referred to as the “Services”) and individually as a “Service”), the Bank agrees to provide the Services subject to their respective terms and conditions along with the Common Terms and Conditions hereunder. All the terms and conditions of the Services and the Common Terms and Conditions are legally binding, so please read them carefully.

TERMS AND CONDITIONS FOR SMS BANKING SERVICE

These terms and conditions for SMS Banking Service (“SMS Banking Terms”) along with the Common Terms and Conditions hereunder set out the rights and obligations of the Customer and the Bank in connection with the Customer’s use of the SMS Banking Service (i.e., Pull Service & Other Fundamental Banking Services, Alert Service via SMS or Mobile Web as detailed hereunder).

1. Service Supply

- 1.1 The Bank will provide SMS Banking Service for the Customer in accordance with these SMS Banking Terms as may be amended by the Bank from time to time at its sole and absolute discretion with or without any prior notice to the Customer.
- 1.2 Customer is entitled to send instructions via this Service as offered by the Bank and in accordance with the current regulations of Bangladesh, dealing with:
 - 1.2.1 Pull Service & Other Fundamental Banking Services: the Customer sends request to the Bank to view current account balance, mini statement, cheque status, PIN change, TD details and loan details.
 - 1.2.2 Alert Service: the Bank automatically sends alerts to Customer as the Customer registers with the Service about changes in their personal information i.e., account balance, account status change, cheque clearing and cheque stop.

2. Target Customer

- 2.1 This SMS Banking Service shall be provided to Customer of the Bank above or equal to age of 18 with complete civil capacity.
- 2.2 At least one Consumer Banking single or joint account shall have to be opened with the Bank with a pre-set valid mobile phone number.

3. Service Scope & Business Hour

- 3.1 The SMS Banking Service shall be provided in line with the Service scope & business hour of the Bank.
- 3.2 The Bank shall take feasible & plausible measures to ensure the availability or accessibility of the SMS Banking Service. But the Customer must accept the situation, which will cause the SMS Banking Service unavailable during normal business hours due to the regular maintenance, system overload necessity and other situation beyond the control of the Bank.
- 3.3 Without notice in advance, the Bank is legitimate to unilaterally:
 - 3.3.1 Add, remove, change, end, or freeze any available function;
 - 3.3.2 Change the business hour; or
 - 3.3.3 End the SMS Banking Service.

4. Customer Identification

- 4.1 Customer must comply with the notice in the SMS messages issued from the Bank to set up the SMS Banking password (hereinafter to be referred as “SMS Banking PIN”) in order to enable the Bank to identify Customer.
- 4.2 Customer can change SMS Banking PIN anytime. The change comes into effect upon confirmation of the Bank.
- 4.3 Customer is responsible to properly keep the mobile phone number linked to the SMS Banking Service (hereinafter to be referred as “Identified Mobile Phone Number”). Customer has to change the Identified Mobile Phone Number in Bank branch if there is any need.
- 4.4 Customer should take all liabilities if his/her identification information is divulged to others under any circumstances and all the risk if the SMS Banking PIN and/or Identified Mobile Phone Number are used by unauthorized person or for unauthorized purpose.
- 4.5 Once Customer discovers or suspects the SMS Banking PIN has been known to someone else, or Identified Mobile Phone Number have been lost or the SMS Banking Service has been used by unauthorized party or used in unauthorized purpose, Customer must immediately inform the Bank personally, or inform the Bank via the prescribed Bank hotline.
- 4.6 Before the Bank actually receives the notice, Customer should take all responsibilities for SMS Banking Service used by any unauthorized party or used in unauthorized purpose.

5. Instruction, Authorization & Operation

- 5.1 Customer agrees that identifying the correct combination of Identified Mobile Phone Number & SMS Banking PIN is enough to confirm his/her identity. The Bank is authorized to implement Customer’s instruction (through correct combination of Identified Mobile Phone Number & SMS Banking PIN) without any notification.
- 5.2 The Bank is authorized to charge applicable transaction fee from Customer’s account after receiving transaction instruction via the SMS Banking Service whether authorized or unauthorized.
- 5.3 Customer is not able to override the instruction after it is sent out from his/her mobile phone via the SMS Banking Service.
- 5.4 If Customer requires the Bank to override his/her instruction after his/her submitting the instruction, the Bank may execute the request in terms of the sole and absolute judgment of the Bank and according to the system feasibility. The Customer agrees that he/she will be responsible for any costs incur to the Bank as a result of such overriding.
- 5.5 The Bank may, when it believes it is justified in doing so:
 - 5.5.1 Refuse to execute the instruction submitted via the SMS Banking Service; or
 - 5.5.2 Require Customer to submit a written confirmation regarding the special instruction.
- 5.6 If the Bank comes to believe receiving any unauthorized instruction from its perspective, the Bank is entitled to check whether the instruction is authorized by Customer or not via proper methods. If any unauthorized instruction is discovered or suspected by the Bank, the Bank is legitimated to override the transaction related to the instruction. The Bank is not accountable for the loss of Customer due to such overriding.
- 5.7 The business hour of the SMS Banking Service differs in the detail underlying functions, and notice of the Bank is conclusive:
 - 5.7.1 Pull Service & Other Fundamental Banking Services: 24 hours per day.
 - 5.7.2 When Customer sends a transaction instruction via the SMS Banking Service during the non-business hours, this instruction will be conducted during next business hour.

6. Applicability of Other Terms

Subject to the variance and changes made in these SMS Banking Terms, the Common Terms and Conditions so far practicable shall be applicable for the SMS Banking Service.

TERMS AND CONDITIONS FOR INTERNET BANKING SERVICE

These terms and conditions for Internet Banking Service (the “Internet Banking Terms”) along with the Common Terms and Conditions hereunder set out the rights and obligations of the Customer and the Bank in connection with the Customer’s use of the Bank’s website access to the account or accounts mentioned above opened or maintained with the Bank (collectively and individually “Account”) of the Customer, allowing the Customer to avail Internet Banking Service as may be made available from time to time by the Bank on its website. The Customer is liable for all transactions initiated through Internet Banking Service, including overdrafts, even if the Customer did not participate in a transaction, which resulted in an overdraft.

1. Account Requirements

To subscribe to Internet Banking Service, Customer must maintain at least one CASA (Current & Savings Account) with the Bank (the “Account”). However, Internet Banking Service will allow the Customer to access more than one Account. The Bank reserves the right to refuse to open an Account or to deny Customer the ability to access Internet Banking Service or to limit access or transactions or to revoke a Customer’s access to Internet Banking Service without advance notice to Customer.

2. Customer ID and Password

- 2.1 Upon the Customer’s registration for the Internet Banking Service, the Bank will provide each Customer with a unique customer identification code (the “Customer ID”) and a temporary password (the “Internet Banking Password”) which will allow the person to access the Customer’s Account information. Once the Customer logged on through a correct Internet Banking Password the system will not request for any further authorization for any transaction until he/she logs off.
- 2.2 Every transaction over the Internet Banking Service, including but not limited to accessing account information, making transfers, giving transfer related instructions, initiated after entering the correct Internet Banking Password is deemed as initiated by the Customer.
- 2.3 Customer shall be responsible for all transfer/transaction authorized through Internet Banking Service. The Customer shall be responsible for the proper and authorized use, confidentiality and authority of the Internet Banking Password for the Bank’s website access to each Account and take every possible care to prevent unauthorized use of the Internet Banking Password for the Account. The Customer acknowledges that the Internet Banking Passwords are only for verification of authenticity of communications made in the name of the Customer through the Bank’s website access to the Account and not for the purpose of detecting errors in communication and any such communication shall be deemed to those of the Customer.
- 2.4 The Customer shall be responsible for all transfers, withdrawals, transactions and instructions initiated or originated by use of the Internet Banking Password.

3. Customer Authorizations and Instructions

- 3.1 The Customer irrevocably authorizes the Bank:
 - 3.1.1 to act on all instructions given or apparently given through the Bank’s website access to Account in the name of the Customer, and
 - 3.1.2 to debit or credit the appropriate Account accordingly without taking any further steps to authenticate the instruction.
- 3.2 If the Customer gives instructions contrary to these Internet Banking Terms or otherwise, the Bank may at its discretion without advance notice to the Customer and without affecting the other rights of the Bank:
 - 3.2.1 refuse those instructions,
 - 3.2.2 reverse bill payments or inter-Account transfers made on those instructions,
 - 3.2.3 require written confirmation from the Customer of a particular instruction, and
 - 3.2.4 suspend or stop the Account for any period of time.However if the Customer asks the Bank to reverse the instruction after the Customer has given it the Bank may at its discretion try to do so to the extent that this is possible under the rules and practices of the banking system. The Customer agrees that the Customer will be responsible for any costs the Bank incurs as a result.
- 3.3 If the Bank comes to believe that an instruction may not have been properly authorised by the Customer, the Bank shall be entitled, after making reasonable efforts to check whether it was properly authorised, to take steps to reverse any action taken on the basis of that instruction without notifying the Customer. The Bank shall not be responsible for any loss to the Customer that results from such a reversal.

4. Cut-off Time

When the Customer gives an instruction via the Internet Banking Service, the Bank will act on that instruction in accordance with the cut-off times notified to the Customer through the Internet Banking Service. From time to time the Bank may notify the Customer of changes to these cut-off times. Instructions given at any other time may not be acted on until the next business day.

5. Electronic Mail

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

6. Statements

- 6.1 The Bank may e-mail or deliver to Customer periodic statements for Customer’s Account as agreed in Customer’s deposit or credit agreements.
- 6.2 These statements will include any transfer or bill payment the Customer authorized through Internet Banking Service. The Customer agrees to review Customer’s periodic statements in accordance with these Internet Banking Terms and any other deposit or credit agreements governing Customer’s Account, for accuracy of all transactions through Internet Banking Service.
- 6.3 The Customer is advised to take printout of account statements at frequent intervals for reconciliation purpose.

7. Applicability of Other Terms

Subject to the variance and changes made in these Internet Banking Terms, the Common Terms and Conditions so far practicable shall be applicable for the Internet Banking Service.

TERMS AND CONDITIONS FOR INTERNET BANKING SERVICE—BILL PAYMENT SERVICE

These terms and conditions for Internet Banking Service-Bill Payment (the “IB Bill Payment Terms”) along with the terms and conditions for Internet Banking Service and the Common Terms and Conditions hereunder set out the rights and obligations of the Customer and the Bank in connection with the Customer’s use of the Bank’s website access to make payments from the Account or Accounts of the Customer to a utility service provider (the “Biller”) through the “Electronic Utility Bill Payment Service” initiated through Internet Banking Service on the Bank’s website, as may be made available from time to time by the Bank in its website. The Customer is liable for all transactions initiated through the Electronic Utility Bill Payment Service.

1. Eligibility

Electronic Utility Bill Payment Service is only available to Customers of the Bank who are already Customers of the Bank’s Internet Banking Service, and shall cover all the utility bill payments of different Billers with which the Bank has agreed in writing.

2. Subscriber ID

Each Biller will provide each subscriber availing Electronic Utility Bill Payment Service with a unique subscriber identification number (“Bill Payment Subscriber ID”).

3. Scope of the Service

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

4. Instructions

4.1 The Customer, through the Bank's website, shall issue instructions to the Bank for payment of an amount to the Biller's account against the Customer's utility bill by debiting designated Customer Account at his/her own risk and responsibility. After satisfactory verification and transmission of such instructions for payment, the Customer will be issued a unique confirmation reference number (the "Confirmation") visible on the screen. A printed copy of the page containing the Confirmation will be accepted by the Biller as payment against the Customer's utility bill, subject to subsequent confirmation from the Bank.

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

4.3 Payment instructions initiated through Internet Banking against insufficient or unavailable funds in the Account of the Customer and which are not covered by a prior overdraft agreement with the Bank, shall not be processed.

5. Statements and Record Retention

5.1 Periodically, the Bank shall e-mail or deliver statements of the Account of the Customer, which shall include utility bill payment details to the Customer.

5.2 The Customer shall review the periodic statement and inform the Bank in writing within ten (10) business days from the date of the statement of any discrepancies.

5.3 The Account information and transactions will be recorded and retained for one year so as to be usable for subsequent reference.

6. Transaction Value Date

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

7. Availability of the Service

It is acknowledged by the Customer that the provision of the Electronic Utility Bill Payment Service and website access to Customer's Account is dependent upon the availability of communication, processing and function and other facilities of the applicable systems. The Bank cannot warrant such availability at all times. The service can be interrupted due to several technical and/or other reasons. The Bank cannot always ensure access to its website. The Bank shall be entitled to suspend or disconnect or discontinue the provision of the Electronic Utility Bill Payment Service or website access to the Customer Account with or without any prior notice to the Customer and/or Biller for the purpose of carrying out of maintenance, upgrades or other works. In the event of the Bank suspends, disconnects or terminates the Electronic Utility Bill Payment Service or website access to the Account upon the occurrence of any event over which the Bank has no control, the Bank shall not be made liable for any loss or damage caused to the Customer and/or Biller as a result of such suspension, disconnection or termination.

8. Exclusion of Liability

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

8.2 The Bank shall be in no way responsible for any excess payment or partial payment made by the Customer while paying through the Internet Banking Service. It is the discretion of the Customer and he/she shall be solely responsible for any consequences as per the contract between the Biller and the Customer. The Bank assumes no responsibility on behalf of the Biller.

9. Suspension of the Service

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

10. Applicability of Other Terms

Subject to the variance and changes made in these IB Bill Payment Terms, the Internet Banking Terms and the Common Terms and Conditions so far practicable shall be applicable for the Electronic Bill Payment Service.

11. Other Terms

11.1 The Bank will not be responsible for disconnection of the concerned utility service;
11.2 The Bank shall not be held responsible for disconnection of the utility service for any reason by the Biller;
11.3 This agreement does not bind the Bank as an agent of the Biller. The Bank shall not be responsible for the maintenance of the utility services.

TERMS AND CONDITIONS FOR INTERNET BANKING SERVICE ON MOBILE PHONE

These terms and conditions for Internet Banking Service on Mobile Phone (the "Internet Banking on Mobile Phone Terms") along with the Internet Banking Terms and the Common Terms and Conditions hereunder set out the rights and obligations of the Customer and the Bank in connection with the Customer's use of the Bank's Internet Banking Services on mobile phone. The Customer is liable for all transactions initiated through Internet Banking Service on mobile phone, including overdrafts, even if the Customer did not participate in a transaction, which resulted in an overdraft.

1. Mobile Phone Requirements

Mobile Browser based Internet Banking works on all kinds of mobile phones having Internet connectivity.

2. Access

2.1 To access Internet Banking Service on mobile phone, the Customer must register with Mobile Network Operator before the commencement date.
2.2 The Customer will be solely responsible for obtaining the prescribed cell phone and the connection to the Mobile Network Operator and any related costs or expenses will be borne by the Customer.

3. Customer Responsibilities and Undertakings

3.1 The Customer acknowledges that smartphones and other Web enabled devices, including the mobile device used to access Internet Banking Service on mobile phone, are subject to the same security risks as computers that are attached to the Internet and agrees that it is the Customer's responsibility to maintain anti-virus and anti-spyware programs on his/her mobile device. The Customer also agrees not to use a mobile device that has been altered from the original factory settings. This type of altering is commonly referred to as "Jail Broken" or "unlocked".
3.2 The Customer agrees to exercise caution when utilizing the Internet Banking Service on mobile phone on his/her mobile device and to use good judgment and discretion when obtaining or transmitting information. Any losses, charges and unauthorized transactions involving his/her accounts that are incurred through loss of his/her mobile device or his/her failure to safeguard the security credentials he/she uses (such as user names and passwords) to access the Internet Banking Service on mobile phone will remain his/her responsibility.

3.3 Should the cell phone requirements be modified with a view to improving or upgrading the Internet Banking Service on mobile phone, the Bank shall in no way be responsible for the resultant costs of any new cell phone or service provider connection required so as to use the Internet Banking Service on mobile phone, and any such resultant costs will be for the Customer's own account.

3.4 In the event that the Customers experience connectivity or other access related difficulties the Cell phone and/or Mobile Network Operator, it is the Customer's responsibility to liaise with the Mobile Network Operator and attempt to find a solution to the relevant problem prior to contacting the Bank.

3.5 By participating in the Internet Banking Service on Mobile Phone the Customer agrees that the Internet Banking Service on mobile phone may require the use of his/her mobile device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with his/her service agreement with his/her mobile service provider. The Customer agrees that Bank is not responsible for any charges he/she may incur while using the Internet Banking Service on mobile phone.

4. Fees

The Customer agrees to pay for the Internet Banking Service on mobile phone (if any) in accordance with the Bank's current fee schedule and as amended from time to time. The Customer authorizes the Bank to automatically charge his/her account for all such fees incurred in connection with his/her use of the Internet Banking Service on mobile phone. In future, the Bank may add to or enhance the features of the Internet Banking Service on mobile phone. By using such added or enhanced features, the Customer agrees to pay for them in accordance with the fee schedule.

COMMON TERMS AND CONDITIONS

1. Applicability of Other Agreements

The terms and conditions of any deposit account agreement, rules, regulations, schedules, signature card, credit agreement, including any disclosure made pursuant to such agreements or authority executed by or made available to the Customer and any subsequent amendments to any of the foregoing, are incorporated herein by reference. Credit agreements may include credit card agreements the Customer has with the Bank. However, if there is any conflict or inconsistency between the terms and conditions stated in the other agreements and these terms and conditions, then these terms and conditions shall control to the extent of such conflict or inconsistency.

2. Customer's Undertakings and Liabilities

2.1 Customer undertakes to use the Services subject to the Bank's stated process.
2.2 After the Customer's first use of any of the Services, he/she shall be deemed to have accepted and be bound by terms and conditions of the relevant Services.
2.3 Customer warrants that all information provided by Customer to the Bank in relation to the Services are true, accurate and complete and should take liability for any consequences therefor.
2.4 Customer undertakes that the Bank has the right to use his/her personal information and account information, and the Bank will make efforts to ensure the information confidential in the Bank unless:
2.4.1 There are any requirements to disclose the information in any relevant laws or regulations or from the government or any supervisory organizations.
2.4.2 It is necessary to disclose the information so as to prevent fraud.
2.4.3 In order to provide the Services, some of the information must be disclosed according to the decision of the Bank.
2.4.4 To provide related information to authorized organizations according to the laws.
2.5 Only terms and conditions related to account officially provided by the Bank in writing are the basis the Customer could use as to execute his/her rights.
2.6 Customer acknowledges that there may be a time lag in transmission of instructions, information or communication via SMS/Mobile/Web/Internet.
2.7 Customer must compensate the Bank for any loss the Bank suffers as a result of his/her breaking any of the terms and conditions for: (a) SMS Banking Service, (b) Internet Banking Service and (c) Internet Banking Service - Bill Payment; (d) Internet Banking on Mobile Phone; and these Common Terms and Conditions.

3. The Bank's Liabilities

3.1 In any event, the Bank will not be liable for any loss or damage to Customer if any of the Services or any feature or functionality of any of the Services is not available to him/her, including any direct, indirect, consequential or special loss.
3.2 Examples of circumstances in which the Bank will NOT be liable to Customer for loss or damage resulting to Customer through use of the Services include (but are not limited to):
3.2.1 acting on an instruction which has been validly authenticated as coming from the Customer but which in fact was given by somebody else through Customer's Identified Mobile Phone Number, SMS Banking PIN, Internet Banking Password and Bill Payment Subscriber ID; or
3.2.2 Any incompatibility between any of the Services of the Bank and Customer's equipment and systems, e.g. mobile phone, mobile subscriber system, computer and/or software; or
3.2.3 Any machine, system or communications failure, industrial dispute or other circumstances beyond the Bank's control that leads either to any of the Services being totally or partially unavailable or to instructions given via the Services not being acted upon promptly or at all; or
3.2.4 Customer relying on any financial information provided as part, or by means, of the Services; or
3.2.5 Any misuse of Customer's aforesaid equipment and/or systems by the Customer or anyone else; or
3.2.6 Any access to information about Customer's accounts which is obtained by a third party as a result of Customer's using the Services.
3.3 In the event that Customer suffers any loss or damage as a result of using of the Services, the Bank shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by the Bank's gross negligence or willful default. Further, in no event whatsoever the total liability of the Bank in connection with any of the Services shall exceed the fees/charges actually received by the Bank from the Customer in the preceding six months period.

4. Reporting Unauthorized Transaction and Error Resolution

4.1 If Customer believes unauthorized transactions are being made from Customer's Account, Customer should change the SMS Banking PIN, Internet Banking Password, and Internet Banking on Mobile Phone Password immediately and notify the Bank.
4.2 If Customer finds any periodic statement wrong or wants to have more information about a transaction or if Customer regards the Bank executes his/her instructions incorrectly, he/she should contact the Bank in writing or over telephone within ten (10) business days, after the Bank has sent the Customer the first statement on which the problem or error appeared, with following information: Customer Name, Account Number, Transaction Details, Transaction Reference Number etc. , Otherwise, the Customer will be deemed to accept the unauthorized transactions, wrong statements and Bank's incorrect execution of the instructions and take all the liabilities.
4.3 For this purpose, Customer is reminded that he/she should check all bank statements for any unauthorized transactions.
4.4 The Bank will inform Customer the results of the Bank's investigation within ten (10) business days on receipt of the Customer's notification and will correct the error (if any) promptly. If the Bank needs more time to investigate, it will inform the Customer accordingly and may take up to ninety (90) days.
4.5 Customer should contact the Bank's Contact Center at 16230 or 8332232 (or any other number the Bank may advise Customer from time to time for this purpose) or write to:

EBL Internet Banking Help Desk
Eastern Bank Limited
Head Office: Jiban Bima Bhaban, 10 Dilkusha C. A.
Dhaka-1000, Bangladesh

5. Availability of Services and Disruption

It is acknowledged by the Customer that the provision of the Services and website/mobile network/platform access to the accounts is dependent upon the continued availability of communication, processing, function and other facilities of the applicable systems, and the Bank cannot warrant such availability at all times. The Bank shall be entitled to suspend, disconnect or discontinue the provision of the Services or website/mobile network/platform access to the account by prior notification in the website/mobile for the purpose of carrying out the maintenance, upgrades or other work. In the event the Bank suspends, disconnects or terminates the Services or website/mobile network/platform access to the account upon the occurrence of any event over which the Bank has no control, the Bank shall not be made liable for any loss or damage caused to the Customer as a result of such suspension, disconnection or termination.

6. Fees and Charges

- 6.1 Customer is obliged to pay the exact Service fee and other related fee and charges within the due dates to the Bank disclosed by the Bank's tariff requirements, and the requirements will be published on the Bank website and Schedule of Charges. Fees and charges are subject to change from time to time at the Bank's discretion.
- 6.2 Customer will be regarded as accepting the new fee tariff if he/she continues to use the Services after changes have been published on the Bank's website or notified to the Customer by e-mail or other mode of communication convenient to the Bank.
- 6.3 If the Customer fails to pay the Service fee on due dates then fees and charges for the Services will automatically be deducted from the Customer's account maintained with the Bank and/or terminate the Services or any one of them without prior notice.

7. Communications

- 7.1 Any complaints in connection with the Services should be directed to the Bank's Contact Center as described above.
- 7.2 Except for the Bank's Contact Center, Customer can also notify the Bank by visiting any Bank branch where he/she opened an account.
- 7.3 If the Bank needs to send the Customer a notice, it will use the address Customer has provided most recently to the Bank.

8. Service Quality: Recording Customers' Calls and Instructions

- 8.1 To protect both the Bank's customers and its staff, and to help resolve any disputes between Customer and the Bank, Customer authorizes and acknowledges that:
 - 8.1.1 The Bank will record all telephone conversations between the Bank and Customer for the Services; and
 - 8.1.2 The Bank will keep a record of all instructions given by the Customer via the Services; and
 - 8.1.3 The Bank may listen to telephone calls made in respect of the Services in order to assess and improve the quality of the Services.

9. The Bank's Advertisement

From time to time the Bank may advertise its own products and services and those of the subsidiary and holding companies of the Bank through the Services. If, in connection with other agreements with the Bank, Customer have asked the Bank not to send him/her any marketing material (or if he/she does so in the future), the Customer agrees that this restriction will not apply to these advertisements.

10. Security Precautions

- 10.1 The Customer should change his/her SMS Banking PIN, Internet Banking Password, and Internet Banking on Mobile Phone Password regularly and shall do so whenever the Services require him/her to do so. Customer should not choose a PIN, Internet Banking Password, or Internet Banking on Mobile Phone Password he/she has used before;
- 10.2 Whenever Customer chooses a SMS Banking PIN and Internet Banking Password, he/she must take care not to choose a number that is easily to be guessed by anyone trying to access the Services pretending to be him/her. For example, Customer should avoid his/her own or a relative's birthday, or any part of his/her telephone number;
- 10.3 Customer must take all reasonable steps to ensure that he/she safeguards his/her SMS Banking PIN, mobile phone recording of Identified Mobile Phone Number, Internet Banking Password and Bill Payment Subscriber ID at all times, whenever possible. He/she must not disclose any details of his SMS Banking PIN, Internet Banking Password and Bill Payment Subscriber ID to anyone else, to a member of the Bank's staff, or to someone giving assistance on a technical helpdesk in connection with the Services;
- 10.4 Customer must not record his/her SMS Banking PIN, Internet Banking Password, Bill Payment Subscriber ID, and Internet Banking on Mobile Phone Password in a way that could make it recognizable by someone else as password;
- 10.5 If the Customer discloses or suspects that his/her SMS Banking PIN, Internet Banking Password, Bill Payment Subscriber ID, and Internet Banking on Mobile Phone Password or any part of it is known to someone else, he/she must immediately change the SMS Banking PIN, Internet Banking Password, Bill Payment Subscriber ID, and Internet Banking on Mobile Phone Password personally through the Services. If this is not possible, he/she must notify the Bank immediately by calling 028332232 or 16230 (or any other number the Bank may advise him/her of from time to time for this purpose). The Bank may suspend use of the Services until Customer goes to any branch to unlock it.
- 10.6 Customer must not allow anyone else to operate the Services on his/her behalf.
- 10.7 Customer must not leave his/her system unattended while he/she is on-line to the Services. This applies whether the Customer's system is a device the Customer has sourced independently of the Bank or a device provided by the Bank to access the Services in one of the branches of the Bank. However, the public nature of our branches makes it particularly important that if the Customer access the Services from a device in one of the branches of the Bank the Customer does not leave that device unattended while on-line and the Customer ensures that he/she has gone off-line before leaving the branch.
- 10.8 Customer must not access the Services from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy access of the Customer or obtain access to the Services pretending to be the Customer.
- 10.9 Customer understands that the Bank has implemented a security procedure for the purpose of verifying the authenticity of the payment instructions transmitted to the Bank by the Customer, and not for the purpose of detecting errors in such instructions. Customer agrees that this procedure constitutes a commercially responsible method of providing security against unauthorized instruction. Customer agrees to be bound by any instruction issued by the SMS Banking PIN, Internet Banking Password, Bill Payment Subscriber ID and Internet Banking on Mobile Phone Password, and received and verified by the Bank in accordance with such security procedure, and Customer shall indemnify and hold the Bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instruction in good faith and in compliance with such security procedure.
- 10.10 Customer must comply with any other requirements designed to protect the security of his/her use of the Services which are notified by the Bank to him/her in any other way.
- 10.11 The Internet by itself is vulnerable to a number of frauds, misuses, hacking, phishing and other actions which could affect Internet Banking Service/Internet Banking Service on mobile phone of the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions which could affect Internet Banking Service/Internet Banking Service on mobile phone of the Bank. The customer shall separately evaluate all risks arising out of the same.

11. Service Software and Hardware

- 11.1 Each time the Customer accesses the Services, it may automatically provide the mobile phone, computer and/or other hardware and equipment and/or for the software and/or system used in accessing the Services (collectively the "Customer System") with the software (the "Service Software") used by the Bank to enable the Customer to access and operate the Services. Alternatively, the Service Software may be supplied to the Customer in some other way. It is the responsibility of the Customer to ensure that the Service Software supplied to him/her is

- compatible with any computer or other device from which the Customer accesses the Services and any software on that computer or other device. If it is not, the Customer must compensate the Bank for any loss the Bank suffers as a result. The Bank shall not be liable to the Customer for any loss the Customer suffers as a result of any incompatibility between the Service Software and any computer or other device from which the Customer accesses the Services.
- 11.2 The Customer is solely responsible for the maintenance, installations and operation of the Customer System used in accessing the Services. The Bank shall not be responsible for any errors, deletion or failure that occurs as a result of any malfunction of Customer System while accessing or using the Services through the World Wide Web (www). Customer agrees that the Bank shall not be liable for any indirect, incidental or consequential costs, expenses or damages (including loss of savings or profit, loss of data, business interruption or attorney's fees) for such errors, deletion or failure that occur as a result of any malfunction of Customer System.
- 11.3 Customer must take all feasible measures to ensure that the Customer System is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Services can be accessed through the Internet or other communication channels as the case may be, public systems over which the Bank has no control. The Customer must therefore ensure that any computer or other device he/she uses to access the Services is adequately protected against acquiring Viruses.
- 11.4 The Customer must not access the Services using any computer or other device which the Customer does not own unless the Customer has first obtained the owner's permission to do so. If the Customer breaks this rule, the Customer must compensate the Bank for any loss the Bank suffer as a result.
- 11.5 The Bank cannot be responsible for any third party services through which the Customer access the Services that are not controlled by the Bank, or for any loss the Customer may suffer as a result of the Customer using such a service. The Customer must comply with all the terms and conditions of such a service and pay all the charges connected with it.

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

- 12.1 By supplying Customer with the Service Software to access the Services, the Bank is granting the Customer a non-exclusive, non-transferable, temporary license to use the Service Software for the purpose of accessing the Services, and for no other purpose. The Customer must not:
 - 12.1.1 Use them except in connection with accessing the Services;
 - 12.1.2 Take copies, sell, assign, commercially rent, sub-license, and otherwise transfer them to any third party;
 - 12.1.3 Try to decompile, reverse engineer, input or compile any of the Service Software
- 12.2 If Customer uses the Services in other regions outside Bangladesh, Customer is responsible to comply with the local laws including but not limited to obtain necessary licenses/certificates to import/export the Service Software.

13. Termination

- 13.1 The Bank may, at any time, without giving prior notice or reason, suspend or terminate all or any of the Services or their use by Customer. The Bank is not liable to Customer of any loss resulting from the action of the Bank.
- 13.2 Customer can terminate the Services by visiting any branch of the Bank and on submission of a written termination letter/instruction.
- 13.3 The instructions issued by Customer before the termination shall be effective immediately and Customer should take the liabilities thereof.
- 13.4 Upon termination the Bank does not refund charged Service fee and other related fee and charges.

14. The Validity of the Terms

- 14.1 If one or part of the terms and conditions of the Services and/or these Common Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions.
- 14.2 If the Bank waives any of the terms and conditions of the Services and/or these Common Terms and Conditions once, this may be on a temporary basis or as a special case only. Such waiver shall not be deemed to be a continuing waiver of the terms and conditions of the Services and/or these Common Terms and Conditions.

15. Amendments

The Bank is entitled to revise the terms and conditions for: (a) SMS Banking Services, (b) Internet Banking Services and (c) Internet Banking Services-Bill Payment; (d) Internet Banking on Mobile Phone and these Common Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time at its sole and absolute discretion. Any revision and/or addition to these terms and conditions shall take effect subject to the Bank giving reasonable notice to the Customer which may be given by publishing or posting it on its website or by display, advertisement or other means as the Bank considers proper, and shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

16. Assignment

The Bank may assign its rights and delegate its duties under the terms and conditions for: (a) SMS Banking Services, (b) Internet Banking Services (c) Internet Banking Services-Bill Payment (d) Internet Banking on Mobile Phone and these Common Terms and Conditions to any present and future, directly or indirectly, affiliated company or to any third party for performance.

17. Governing Law and Jurisdiction

- 17.1 The establishment, effectuation, implementation and explanation of terms and conditions for: (a) SMS Banking Services, (b) Internet Banking Services and (c) Internet Banking Services-Bill Payment (d) Internet Banking on Mobile Phone and these Common Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.
- 17.2 Each of the Services shall be provided by the Bank subject to the provisions of all applicable operating circulars of Bangladesh Bank, the Bank and any other applicable provisions or laws of the land including Anti Money Laundering Act.

18. Force Majeure/Technical Glitches

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

19. Other Clauses

- 19.1 The terms and conditions for the Services alongwith the Common Terms and Conditions shall prevail for the purpose of related Services.
- 19.2 Any notification from the Bank to Customer is regarded as received by the Customer through the Bank's website or other publication.

Signature:

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

Customer Signature Verified by: (For Bank Use Only)
Signature with date:
Name Seal: