TERMS AND CONDITIONS

CONTACT CENTER (Phone Banking) SERVICE TERMS & CONDITIONS:

The following terms and conditions will govern the Contact Center Service (hereinafter referred to as the "Services") of the Eastern Bank Limited in Bangladesh (hereinafter referred to as the "Bank").

The Contact Center (Phone Banking) Service provided by the Bank covers:

Cards services:

- i) enquiry on card account available balances, last transactions (in relation to the card holder's card account), etc.
- request for statement, contact detail update, card and card cheque activation in relation to the card holder's card account; and
- iii) such other types of card services as the Bank may from time to time introduce.

Banking services:

- i) enquiry on account balances, loan queries, last transactions (in relation to the account holder's accounts), exchange rates, etc.
- ii) transfer of funds between any of the accounts of the account holder.
- iii) request for statement, bill payment, cheque book and stop payment of cheque in relation to the account holder's account; and
- iv) such other types of banking or investment services as the Bank may from time to time introduce. .

The Bank reserves the right to revise and/or suspend in whole or in part any of the Services, without any notice, provided through Contact Center (Phone Banking) and these shall be binding on the account holder. By using these Services, the account holder shall be deemed to have accepted these terms and conditions.

- 2. The Bank is authorized but not bound to act on the instructions of the card/account holder given by the card/account holder by telephone and the account holder agrees that the Bank is authorized to act on any such telephone instructions which the Bank in its sole discretion believes emanate from the account holder by the use of the TPIN (Telephonic Personal Identification Number) assigned to the account holder in relation thereto (or as substitute by the account holder for the purpose) and the Bank shall not be liable for acting in good faith in accordance with telephone instructions which emanate from unauthorized individuals or be under any duty to verify the identity of the person(s) giving the telephone instructions.
- 3. The account holder undertakes to keep the TPIN and all other information relating to this strictly confidential at all times and shall ensure that the same is not disclosed to any person voluntarily, accidentally, by mistake or any other reason whatsoever and shall report to the Bank immediately on the Bank's customer service number. In the event of failure of the account holder to do so, Bank has no responsibility for any consequence thereof. If he/she misplaces the TPIN or becomes aware that the TPIN or any other information has fallen into any unauthorized person, the Bank will not be liable for any consequence in this regard on behalf of the account holder.
- 4. The Bank may, in its absolute discretion issue a cheque book as per account holder's instruction using the TPIN. The account holder undertakes that all Cheque books issued by the Bank should be kept in a secured place and account holder immediately notify the Bank if any of the cheques contained therein, is lost or stolen. In the event of failure of the account holder to do so, Bank has no responsibility for any consequence thereof. The account holder must understand that the Bank may in its absolute discretion accept any instructions from The account holder regarding stop payment of cheque instructions (either orally or in writing) in cases where he/she have lost the relevant cheque or, in other circumstances in which it shall be allowed by law and agreed by the Bank, Should the Bank accept any such instruction from him/her or from some other person on behalf of the account holder.

The account holder undertakes and indemnifies the Bank against any loss, damage, cost (including any legal cost) or demand incurred by it as a result of, or in connection therewith.

The account holder agrees that he/she, himself/herself must visit Bank Branch with signed copy of the cheque requisition slip to receive the cheque book.

5. The Bank shall provide the Services to the account holder at the sole risk and responsibility of the account holder. The Bank shall not be liable to the account holder for any failure to carry out any telephone instructions for any reason whatsoever including but not limited to such reasons which are attributable, wholly or in part, to any cause beyond the Bank's control such as any equipment malfunction or failure and under no circumstances whatsoever shall the Bank be responsible to the account holder for any direct, indirect or consequential losses arising out of or in connection with the carrying out of such telephone instructions, and the Bank shall at all times be indemnified and kept harmless from all actions, proceedings, claims, losses, damages, costs and expenses which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting telephone instructions and acting or failing to act thereon. This indemnity shall continue after the termination of the Services. In view of the indemnity, the account holder hereby quits and waives all his/her rights and remedies available against the Bank under these terms and conditions and/or in law.

- The account holder's right to give telephone instructions pursuant to the terms and conditions
 herein shall at all times be subject to the discretion of the Bank and the Bank may, without any
 obligation or liability, at any time revoke such right without prior notice.
- Bank shall obtain the account holder's consent on payment of cheques for the amount of Tk.1.00
 lac and above (positive pay) received through BD Automated cheque clearing house. In this
 respect account holder's communication using the TPIN will be treated as final instruction.
- The Bank states that it has no liability or obligation to keep a record of the instructions to provide information to the account holder or for verifying the account holder's instructions.
- If the account holder notices an error in the information supplied to the Bank either in the application form or any other communication, he/she shall immediately advise the Bank and the Bank will endeavor to correct the error wherever possible on a "reasonable efforts" basis. Bank will not be responsible for any loss and injury occurred before correction of the said error.
- 10. The account holder shall ensure that there are sufficient funds in the account for the purpose to carry out the telephone or other instructions and the Bank shall not be liable for any consequences arising out of the Bank's failure to provide the same always that if the Bank shall at its sole discretion decide to carry out the instructions notwithstanding such inadequacy the Bank may do so without seeking prior approval from or notice to the account holder. In such an event, the excess amount of such transaction shall automatically become a loan of the account holders and shall be paid immediately on demand with interest and other fees and charges at the prevailing rate.
- The Bank reserves the right to impose service fees and/or other charges from time to time as the Bank in its absolute discretion thinks fit and proper.
- 12. The account holder hereby irrevocably and unconditionally authorizes the Bank to recover all charges related to Contact Center (Phone Banking) as determined by the Bank from time to time by debiting one of accounts of the account holder or sending a bill for the said to the account holder who would be liable to make the payment within the specified period. Failure to do so shall result in interest being payable at the rate specified at that point in time by the Bank. The Services shall be withdrawn if any charges remain unpaid, without any notice to the account holder and/or without the Bank incurring any liability or responsibility for such withdrawal.
- 3. The Bank reserves the right to add, delete or vary the scope of the Services and any of the terms and conditions herein from time to time, without assigning any reason whatsoever, as the Bank in its absolute discretion thinks fit. The Bank shall give notice of such modification to the account holder and will specify the business day, not being less than five (5) business days subsequent to the date of such notice, on which such modification shall take effect. If the account holder does not terminate the Services prior to the expiration of such period, the account holder shall be deemed to have agreed to such modification.
- 14. Telephone calls to the Bank may or may not be recorded for security and training purposes as may be determined by the Bank from time to time.
- 15. The Bank has no liability if it does not or is unable to stop or prevent the implementation of the initial instruction subsequently revoked by the account holder. Where the Bank considers the instructions to be inconsistent or contradictory it may seek clarification from the account holder before acting on any instruction of the account holder or act upon any such instruction as it thinks fit and proper.
- The account holder agrees that the Bank or their contractors may hold and process his/her personal information and all other information concerning with his/her account(s) on computer or otherwise in connection with the Services as well as for analysis credit scoring and marketing. The account holder also agrees that the Bank may disclose to Bangladesh Bank/Govt. Authorities/Law Enforcement Agencies or other institutions, such 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, for fraud prevention purposes.
- 17. The grant of the Services to an account holder is not transferable under any circumstance and shall be used only by the account holder.
- 18. The Services would operate during timings specified by the Bank from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction.
- The above terms and conditions shall be binding upon the account holder, legal heirs, successors-in-interest, legal representatives, administrators executors and assigns of the account holder.

Disclaimer:

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

EBL Consumer Banking

DANKING BANKING



EBL Phone Banking is your gateway to the entire spectrum of EBL products and services, and gives you the freedom of anywhere-anytime banking. All you need is your Phone Banking TPIN to check your account balance, pay bills and even transfer funds at any time from your home or office.

To apply for your Phone Banking TPIN, please visit your nearest EBL Branch today.

Subscribe to EBL Phone Banking services today and enjoy the freedom of banking on the go!



APPLICATION FORM FOR EBL PHONE BANKING **EBL PHONE BANKING SERVICES** To be filled up by Joint Account Holders Account information INDIVIDUAL hereby authorize each other (being account holders) to receive and use the Card related information Branch: EBL Phone Banking service. I/We confirm that I/We have read and understood the terms & conditions governing EBL Phone Banking/Phone Card activation Personal Information Banking Bill Payment Agreement (as applicable) and agree to comply with Customer Name the same. We will be solely responsible for any instruction/transaction Card lost/theft reporting done through Phone Banking in the account mentioned above. I/We also Address EBL product information authorize EBL to debit our account for applicable charges to avail Phone Banking service. Branch & ATM location City/District Exchange rate information Name: Date of Birth Fund transfer Telephone Bills payment Signature: Postcode Cheque Book requisition Email Address Any service request Name: ____ Customer ID Phone Banking Customer Acknowledgement Customer ID: TPIN: Signature: _____ TPIN: Customer ID: I would like to avail the EBL Phone Banking service. Please link EBL Phone Banking to following accounts I/we confirm that the information given above is true and complete and agree to TPIN: Customer ID: comply with the terms and conditions stated in the attached Agreement for TPIN: Customer ID: Phone Banking/Phone Banking Bill Payment Agreement (if applicable) and also agree to comply with the rules governing customer accounts with Eastern Bank acknowledge that I have received my Phone Banking default TPIN and have Limited. This Agreement shall apply to each and every account/product of called EBL contact center and have changed the TPIN. I also confirm that I have whatever nature hereinafter opened or continued in the same name(s) by the checked my account balance/s through Phone Banking and it agrees with my records. I also agree that, I will be solely responsible for any subsequent transac-Bank or its successors or assigns. tion done in my accounts through the use of my TPIN from now on. Signature: -Name: Signature: _ I hereby authorize debit of my following A/C for any applicable fee for availing Phone Banking service. Customer Signature Verified By: (For Bank Use Only) Customer Signature Verified By: (For Bank Use Only) Signature with date: Signature with date: Services required (please tick) Name Seal: Name Seal: ☐ Phone Banking Services ☐ Bill Payment Services ☐ Both