

# Terms & Conditions and Privacy Policy for “EBL Skybanking”

Please read and accept the Terms & Conditions and Privacy Policy if you wish to continue to use “EBL Skybanking”.

The following will apply when you use this service:

1. In order to avail the “Locate EBL” service, you grant EBL the right to use your device’s actual location.
2. To use “Banking”, “Bills Pay” and “Fund Transfer” services of this, you agree to all Terms & Conditions related to EBL Skybanking as stated hereunder.

## Privacy Policy

This privacy policy (the “**Privacy Policy**”) sets out how we will use and handle your personal data, including any data collected. This Privacy Policy may change at any time in the future and your continued access to or use of this shall mean that you agree to the changes.

### Use of location data

Certain services, including the EBL locator, use information about your physical location sent from your device

- If you use these services, you consent to us, our partners and licensees, and Google accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using your location data to enable us and Google to provide the relevant functionality in accordance with the Terms and Conditions and Privacy Policy of this and those of Google.
- You will be asked to consent to the use of location services when you use the EBL Locator service for the first time.
- You may withdraw this consent at any time by turning off the location services settings on your device.
- Access to Google Maps APIs is subject to separate Google terms and conditions available at: [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and Google privacy policy available at: [www.google.com/privacy](http://www.google.com/privacy)

### Use of making and managing phone calls

This service allows you to call EBL hotline, our branches and different merchants and partner“ outlets. Standard call rates of your mobile operator shall apply.

This service does not access your contacts, media files or any other personal data.

### Terms and Conditions for Digital Banking Enrollment

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. Internet Banking Service- referred to as Skybanking (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.

### **Common Terms and Conditions**

All the terms and conditions of the Services and the Common Terms and Conditions are legally binding, so please read them carefully. Customer signature at the end of the terms and conditions of the Account opening or Card application form implies that he/she has read, understood and accepted the terms and conditions of EBL Digital Banking Products and Services listed below.

### **TERMS AND CONDITIONS FOR Skybanking ENROLLMENT**

EBL Skybanking is the internet banking service platform offered by Eastern Bank Limited (EBL) to you, our valued customer (hereinafter “Customer”) under the Terms and Conditions mentioned herein.

#### **1. Definitions**

1.1 EBL or Bank refers to Eastern Bank Limited.

1.2 EBL Skybanking refers to the internet banking service offered by EBL.

1.3 Account refers to any CASA and/or Savings Account.

1.4 Customer refers to individuals maintaining a CASA/Savings account or Card with EBL.

1.5 Card refers to EBL Credit Card/Prepaid Card/Debit Card held by customer.

1.6 User ID or EBL Skybanking ID refers to the User Identification Number, provided by EBL to the Customer in order to use EBL Skybanking.

1.7 Two Factor Security Token (2FA Token) is a software/hardware/SMS/Email token to generate one time Password for using Fund Transfer transactions.

1.8 BEFTN refers to Bangladesh Electronic Fund Transfer Network as per the rules of Bangladesh Bank and the amendments thereto, made from time to time.

1.9 NPSB refers to National Payment Switch Bangladesh as per the rules of Bangladesh Bank and the amendments thereto, made from time to time.

1.10 RTGS refers to Real Time Gross Settlement as per the rules of Bangladesh Bank and the amendments thereto, made from time to time.

1.11 Biller refers to a utility service provider to the Customer.

1.12 PCI DSS refers to Payment Card Industry Data Security Standard, is an information security standard created to increase controls around cardholder data to reduce fraud.

## **2. Services**

### **2.1 Device Requirements**

EBL Skybanking works on compatible devices with internet connectivity such as smartphones, tablets as well as on laptop, desktop computers via web browsers having the most updated versions, with Transport Layer Security (also known TLS) version 1.2.

### **2.2 Access**

2.2.2. You must keep the device secured and close/shut down the EBL Skybanking when you are not using it. If you suspect someone else of knowing your User ID and/or Password or other security details you must contact us immediately by calling our Contact Center. The same applies in the case of lost or stolen Password. If you fail to do so, you may be liable for any and all unauthorized transaction(s) on your account that may take place. It is recommended that you do not save your Skybanking ID or password in any of your devices or web browsers for future use.

## **3. Customer Responsibilities and Undertakings**

3.1 You hereby acknowledge that Smartphones and Tabs as well as web browsers used to access Skybanking Banking Services are subject to the same security risks as computers and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your device(s).

3.2 You agree to exercise caution when using the Skybanking Banking Service on your devices. Any losses, charges and unauthorized transactions involving your account(s) that are incurred through loss of your device or your failure to safeguard your security credentials (such as user name, password, fingerprint) to access the Skybanking Banking Service on your device will remain your responsibility.

3.3 Should the device requirements be modified with a view to improving or upgrading the Skybanking Service, the Bank shall in no way be responsible for the resultant costs of any new device or service provider connection required so as to use the Skybanking Banking Service on your device, and any such resultant costs will be borne by you.

3.4 In the event that you face problems with regards to connectivity or other access related difficulties relating to your device, web browser and/or network operator, it is your responsibility to liaise with the concerned service provider and attempt to find a solution to the relevant problem prior to contacting the Bank.

3.5 By participating in the Skybanking Service on any of the eligible devices you agree that the service may require the use of your device's data, location and text messaging capabilities and that standard data and text messaging charges apply in accordance with your service agreement with the mobile service provider. If you use these services, you consent to us the transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings on your device.

3.6 After the first use of any of the EBL Skybanking services, you shall be deemed to have accepted and be bound by terms and conditions of the relevant services.

3.7 You hereby agree that all information provided to the Bank in relation to the Services are true, up-to date and complete.

3.8 You hereby acknowledge that there may be a time lag in transmission of instructions, information or communication via Smartphone/Tab/Web/Internet.

3.9 You agree, understand and undertake to protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, employees and officers fully indemnified of, from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind (including legal costs) and howsoever arising which are imposed or may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that may be suffered by the Bank or be required to be paid by reason of or as a result of the Bank's compliance with your use of the EBL Skybanking and to fully, irrevocably and forever waive, release and discharge and relieve the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that you may have against the Bank (if any) by reason of or as a result of the Bank's compliance with your use of the EBL Skybanking.

#### **4. Account Requirements**

To be eligible to use Skybanking services, customer must either maintain at least one CASA (Current & Savings Account) or a credit or prepaid card with the Bank. However, Skybanking services will allow the customer to access more than one account. The Bank reserves the right to deny access or to limit access or transactions or to revoke access to Skybanking services without advance notice to customer at its sole discretion. The service shall be provided to Customer of the Bank above or equal to age of 18 with complete civil capacity.

#### **5. Customers Discretion to Customer ID, Password and Security**

5.1 Upon the Customer's registration for the Internet Banking, the Bank will provide each Customer with unique customer identification code ("EBL Skybanking ID") with a temporary password. Upon access, customer can log on to the using the provided password and will have access for any transactions (other than 2FA transactions) until the next login.

5.2 Customer can log in to the EBL Skybanking by using the User ID and Password via email/SMS after self-registration. It is mandatory to change the password after the customer logs in to the EBL Skybanking services for the first time as a safety measure. Customers are requested to change their Passwords frequently thereafter to avoid any possible hacking, inherent risk of misuse/fraudulent use etc. of their account(s) via EBL Skybanking services.

5.3 Customer acknowledges that the User ID and the Password shall act as his/her authorized signature when using EBL Skybanking. This authorizes and validates instructions given to the Bank by the customer through the use of Skybanking, and shall be treated in the same manner and have the same effect as an actual signature for the purpose of availing the Service. Every transaction that is made using the Skybanking including, but not limited to, accessing account/card information, making account transfers, giving transfer related instructions, paying bills, etc. initiated after entering the correct Password shall be deemed to be initiated by the customer.

5.4 Customer must ensure that their account or card details, and other information they provided, are correct and up to date and notify us as soon as these change.

5.5 The customer will be able to reset his Skybanking password by providing his card or account credentials. Based on verification, the customer would receive a temporary password to access his EBL Skybanking ID and would be asked to change the password.

5.6 For ensuring extra security in Fund Transfer through Skybanking, the Bank has made Two Factor Security Token (2FA Token) mandatory. The customer does not require to acquire new token for transaction as the 6 digit security passcode would be sent over to customers over SMS or email. It is their responsibility to ensure the safe keeping of the 2FA key, key number, secured PIN, SMS inbox and email and these should not be shared with any person to avoid any fraudulent activities.

5.7 Customers hereby acknowledge and understand the inherent risk of accessing banking services over the Internet and availing the Skybanking in their devices and accordingly are advised to take all necessary precautions to safeguard themselves from such risks.

5.8 Customer shall be responsible for all transfer/transaction authorized through Skybanking services. The Customer shall be responsible for the proper and authorized use, confidentiality and authority of the Skybanking Password for access to each account whether through the web or via the Skybanking app and take every possible care to prevent unauthorized use of the Skybanking Password for the Account.

5.9 The Customer acknowledges that the Skybanking Password is not used for the purpose of detecting errors in communication and any such communication shall be deemed to be those of the Customer.

5.10 The Customer shall be responsible for all transfers, withdrawals, transactions and instructions initiated or originated by use of the Skybanking Password.

## **6. Customer Authorizations and Instructions.**

6.1 The Customer irrevocably authorizes the Bank:

6.1.1 To act on all instructions given or apparently given through the Skybanking access to Account in the name of the Customer, and

6.1.2 To debit or credit the appropriate Account or Card accordingly without taking any further steps to authenticate the instruction.

6.2 If the Customer gives instructions contrary to these Skybanking Terms or otherwise, the Bank may at its discretion without advance notice to the Customer and without affecting the other rights of the Bank:

6.2.1 Refuse those instructions,

6.2.2 Reverse bill payments or inter-Account transfers made on those instructions,

6.2.3 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.

6.3 If the Bank comes to believe that an instruction may not have been properly authorized by the Customer, the Bank shall be entitled, after making reasonable efforts to check whether it was properly authorized, 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.

## **7. Cut-off Time**

When the Customer gives an instruction via the Skybanking Service, the Bank will act on that instruction in accordance with the cut-off times notified to the Customer through the Skybanking 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.

## **8. Applicability of Other Terms**

Subject to the variance and changes made in these Skybanking terms, the Common Terms and Conditions so far practicable shall be applicable for the Skybanking service.

## **9. FUND TRANSFER**

9.1 Services:

9.1.1 You shall be solely responsible for all financial transactions via EBL Skybanking. Fund Transfers can be made from your account to another account held with EBL. Fund Transfers can be initiated for a bank account maintained with other banks with the help of BEFTN, NPSB or RTGS. Therefore, Bangladesh Bank rules & regulations for BEFTN, NPSB and RTGS are applicable (please read the Terms and Conditions regarding this from the Bangladesh Bank website).

9.1.2 For Fund Transfers to accounts maintained with other Banks, EBL will send the fund transfer request through the chosen method- BEFTN, NPSB or RTGS. The time taken to process the transfer will depend on the beneficiary bank.

9.1.3 You are fully responsible for putting in the correct account number and transaction amount for the fund transfer request. EBL will not be liable for any erroneous transactions arising out of or relating to you, the User, entering wrong account numbers and/or amounts.

9.1.4 Maximum amount of transaction limit is subject to change from time to time at EBL's sole discretion.

9.1.5 For transactions made after working hours or on public/bank holidays, value date will be the next working day.

9.1.6 No transaction is allowed from a non-convertible taka account to a convertible account through Skybanking. Transactions from Foreign Currency Accounts are also not allowed.

## **10. Anti-money Laundering**

You hereby agree and confirm that you will not use the EBL Skybanking service for money laundering or any other illegal, unlawful purpose.

10.1 You shall fully comply with the laws related to the money laundering and shall not use the Skybanking service for any unlawful, anti-terrorism or anti-state activities.

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

10.3 You undertake to fully indemnify the bank for any loss, economic or otherwise, should you be involved, directly or indirectly, in the act of money laundering.

## **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 Skybanking Service, and shall cover all the utility bill payments of different Billers with which the Bank has agreement 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 Skybanking 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 Skybanking, 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 or credit/prepaid 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 computer/phone/tab screen. A printed copy of the page containing the unique confirmation reference number 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 or credit/prepaid/debit card 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 Skybanking against insufficient or unavailable funds in the Account or credit/prepaid card of the Customer and which are not covered by a prior overdraft agreement with the Bank, shall not be processed. There is no obligation on the part of EBL to notify you in case a payment does not go through either due to insufficient funds or for any other reason.

### **5. Statements and Record Retention**

5.1 Periodically, the Bank shall e-mail or deliver statements of the Account or card(s) 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 or Card information and transactions will be recorded and retained for one year 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 Skybanking 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 Skybanking 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 and Skybanking web or app access to the Customer Account or credit/prepaid card(s) 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 Skybanking 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 Skybanking access to the Account or from the unauthorized use, interruption, unavailability or transmission of virus, 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, wrong debit/credit/prepaid card number 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 Skybanking 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 Skybanking 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 Skybanking 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.

8.3 BTRC rules will be applicable in case of mobile recharge through Skybanking service.

## **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 Skybanking Bill Payment Terms, the Skybanking 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.

## **COMMON TERMS AND CONDITIONS FOR ALL DIGITAL BANKING SERVICES**

To be eligible to use any of the Digital Banking Services, you must maintain at least one CASA (Current & Savings Account) or a credit/prepaid card with the Bank. The Bank reserves the right to deny access or to limit access or transactions or to revoke access to the Digital Banking Services without advance notice to you at its sole discretion.

### **1. Customer's Undertakings and Liabilities**

1.1 Customer undertakes to use the Services subject to the Bank's stated process.

1.2 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.

1.3 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 therefore.

1.4 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:

1.4.1 There are any requirements to disclose the information in any relevant laws or regulations or from the government or any supervisory organizations.

1.4.2. It is necessary to disclose the information so as to prevent fraud.

1.4.3 In order to provide the Services, some of the information must be disclosed according to the decision of the Bank.

1.4.4 To provide related information to authorized organizations according to the laws.

1.5 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.

1.6 Customer acknowledges that there may be a time lag in transmission of instructions, information or communication via SMS/Mobile/Web/Internet.

1.7 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 Skybanking service; and these Common Terms and Conditions.

## **2. The Bank's Liabilities**

2.1 In any event, the Bank will not be liable for any loss or damage to you if any of the Services or any feature or functionality of any of the Services is not available to you, including any direct, indirect, consequential or special loss.

2.2 Examples of circumstances in which the Bank will NOT be liable to you for any loss or damage resulting from the use of the Services include (but are not limited to):

2.2.1 Acting on an instruction which has been validly authenticated as coming from you but which in fact may have been given by somebody else through the fraudulent use of your Mobile Phone Number, EBL Skybanking Password and Bill Payment Subscriber ID; or

2.2.2 Any incompatibility between any of the Services of the Bank and your equipment and systems, e.g. Smartphone, Tab, mobile subscriber system and/or software; or

2.2.3 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

2.2.4 Your reliance on any financial information provided as part, or by means, of the Services; or

2.2.5 Any misuse of your aforesaid equipment and/or systems by you or anyone else; or

2.2.6 Any access to information about your account(s) which is obtained by a third party;

2.3 In the event that you suffer any loss or damage as a result of using 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 proven, beyond reasonable doubt, to have been caused by the Bank's gross negligence or willful default. Furthermore, under no circumstances whatsoever will the total liability of the Bank in connection with any of the Services exceed the fees/charges actually received by the Bank from you in the preceding six months period.

2.4 Unless it can be proven beyond all reasonable doubt that the Bank is at fault, we will not be liable to you for any losses you suffer or costs you incur because of the following reasons:

2.4.1 You are unable to access or use EBL Skybanking for any reason or there is a delay in its use;

2.4.2 Any device, hardware or software you use for the mentioned banking service is damaged or corrupted or fails to work;

2.4.3 EBL Skybanking does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these; or

2.4.4 There is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.

## **3. Reporting Unauthorized Transaction and Error Resolution**

3.1 If you suspect that unauthorized transactions are being made from your Account or credit/prepaid card, you should change the EBL Skybanking Password immediately and notify the Bank.

3.2 If you find any periodic statement to be incorrect or want more information about a transaction or have reason to believe that the Bank has executed your instructions incorrectly, you should contact the Bank in writing or over telephone within ten (10) business days upon receiving your statement, with following information: Customer Name, Account or Debit Card/Credit Card/Prepaid Card Number, Transaction Details, Transaction Reference Number etc., Otherwise, you will be deemed to have accepted all the transactions, statements and Bank's execution of the instructions and take all the responsibilities/loss/liabilities.

3.3 We strongly advise you to check all bank statements for any unauthorized transactions.

3.4 Should any unauthorized transaction take place we shall carry out an investigation and notify you the result of the same within ten (10) business days upon receipt of the notification and will correct the error (if any) promptly. If the Bank needs more time to investigate, we will inform you accordingly and this may take up to ninety (90) working days.

3.5. You should contact the Bank's Contact Center at 16230 or +88-02-8332232 (or any other number the Bank may advise you from time to time for this purpose) or write to:

EBL Digital Channels  
Eastern Bank Limited  
Sabera Tower (5th Floor), House # 42, Road # 52, Gulshan North C/A,  
Dhaka 1212

3.6. If you disclose or suspect that your EBL Skybanking Password or any part of it is known to someone else, you must immediately change it personally through the Services. If this is not possible, you must notify the Bank immediately by calling 16230 or +88-02-8332232 (or any other number the Bank may advise from time to time for this purpose). The Bank may suspend use of the Services until you visit a branch to unlock it.

#### **4. Availability of Services and Disruption**

You hereby acknowledge that the provision of the EBL Skybanking Services and EBL Skybanking 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 is entitled to suspend, disconnect or discontinue the provision of the Services or EBL Skybanking access to the account by prior notification in the notification centers/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 EBL Skybanking access to the account upon the occurrence of any event over which the Bank has no control, the Bank shall not be liable for any loss or damage caused to you as a result of such suspension, disconnection or termination.

#### **5. Communications**

5.1 Any complaints in connection with the Services should be directed to the Bank's Contact Center as described above.

5.2 Except for the Bank's Contact Center, you can also notify the Bank by visiting any Bank branch where you have opened an account.

5.3 Please ensure that all your details, including your address is accurate and up-to-date as all correspondence shall be sent to the address given to the Bank. In case of a change in address or any details, you are required to inform the Bank immediately.

5.4 The Bank shall in no way, be responsible for any act or omission that occurs as a result of you failing to do so under this Clause.

## **6. 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, you have asked the Bank not to send you any marketing material, please be informed that this restriction will not apply to these advertisements.

## **7. Security Precautions**

7.1 The Customer should change his/her Skybanking Password regularly and shall do so whenever the Services require him/her to do so. Customer should not choose a Skybanking Password he/she has used before and must comply with the password change policy. After 90 days, customer would be prompted to change their login password.

7.2 Whenever Customer chooses a Skybanking 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;

7.3 For security purposes it is recommended that the customer must use the latest/updated version of their chosen website while using Skybanking web. Similarly, customer must update their smartphone software to their latest versions so that the devices are updated with the latest security patches, in order to ensure proper application security.

7.3 Customer must take all reasonable steps to ensure that he/she safeguards his/her Skybanking Password, mobile phone recording of Identified Mobile Phone Number and Bill Payment Subscriber ID at all times, whenever possible. He/she must not disclose any details of his Skybanking 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;

7.4 Customer must not record his/her Bill Payment Subscriber ID, and Skybanking Password in a way that could make it recognizable by someone else as password;

7.5 If the Customer discloses or suspects that his/her Bill Payment Subscriber ID, and Skybanking Password or any part of it is known to someone else, he/she must immediately change the Skybanking Password, Bill Payment Subscriber ID 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 or contacts the hotline to unlock it.

7.6 Customer must not allow anyone else to operate the Services on his/her behalf. Bank will not take responsibility to any activity, transactions occurred due to customer allowing someone else accessing their account.

7.7 Customer must not request any bank employee to set password on behalf of him to EBL Skybanking

7.8 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 online and the Customer ensures that he/she has gone off-line before leaving the branch.

7.9 Customer must not access the Services from any device connected to a local area network (or LAN), or internet connectivity through WIFI network in public places such as an office environment or restaurant 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.

7.10 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 Skybanking Password, Bill Payment Subscriber ID 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.

7.11 Customers hereby understand, acknowledge and confirm their awareness of the numerous risks inherent and associated in conveying Instruction to the Bank via internet and EBL Skybanking (including but not limited to damages incurred as a result of viruses within the machine or terminal, lack of clarity in the instruction and any risks associated with the Bank processing a forged/tampered instruction in good faith) and hereby confirm their acceptance of all risks and unconditionally agrees that all risks shall be fully borne by them and the Bank will not be liable for any losses or damages arising as a consequence the Bank acting (without being obliged to) on any instruction by them or purporting to be from them received by the Bank provided the Bank has acted in good faith.

7.12 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.

7.13 The Internet by itself is vulnerable to a number of frauds, misuses, hacking, phishing and other actions which could affect Skybanking service 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 Skybanking Service of the Bank. The customer shall separately evaluate all risks arising out of the same.

7.14 In order to comply with Payment Card Industry Data security (also known as PCI DSS) compliance requirements EBL reserves the right to make changes to the platform as required.

## **8. Ownership Rights in Connection with the Service Software and Other Information:**

8.1 By supplying the Service Software to access the Services, the Bank is granting you a non-exclusive, non-transferable, temporary license to use the Service Software for the purpose of accessing the Services, and for no other purpose. Therefore, you must not:

8.1.1 Use them except in connection with accessing the Services;

8.1.2 Make copies, sell, assign, commercially rent, sub-license, and otherwise transfer them to any third party;

8.1.3 Try to decompile, reverse engineer, input or compile any of the Service Software

8.2 If you use 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.

## **9. Termination**

9.1 The Bank may, at any time, without giving prior notice or reason, suspend or terminate all or any of the EBL Skybanking Services or their use. The Bank is not liable for any loss resulting from the action of the Bank.

9.2 Customers can terminate the Services by visiting any branch of the Bank and on submission of a written termination letter/instruction.

9.3 Upon termination the Bank shall not refund the Service fee and other related fee and charges that it has already charged.

## **10. The Validity of the Terms**

10.1 If one or part of the terms and conditions of the EBL Skybanking proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions.

10.2 If the Bank waives any of the terms and conditions of the EBL Skybanking Services 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 EBL Skybanking Services.

## **11. Assignment**

The Bank may assign its rights and delegate its duties under the terms and conditions for EBL Skybanking Services to any present and future, directly or indirectly, affiliated company or to any third party for performance.

## **12. Governing Law and Jurisdiction**

The establishment, effectuation, implementation and explanation of terms and conditions for Skybanking Service shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh. Each of the Services shall be provided by the Bank and the said Services will be availed by customer 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.

## **13. 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.

#### **16. Other Clauses**

16.1. The terms and conditions for the EBL Skybanking Banking Services shall prevail for the purpose of related Services.

16.2. Any notification from the Bank to you shall be deemed as received by you through the Bank's website or other publication.

#### **Amendments**

The Bank is entitled to revise the 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.