

## **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. (a) SMS Banking Service, (b) Internet Banking Service, (c) SKYBANKING App in Mobile devices (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. All the terms and conditions of the Services and the Common Terms and Conditions are legally binding, so please read them carefully. Customer's signature at the end of the terms and conditions of the Account opening 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 SMS BANKING SERVICE**

#### **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, FD 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 to 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 SKYBANKING ENROLLMENT**

EBL SKYBANKING App is a form of online banking and account management service offered by Eastern Bank Limited (EBL) to you, our valued customer (hereinafter "Customer") under the Terms and Conditions mentioned herein.

### **1. Definitions**

1.1 IMEI number refers to 'International Mobile Station Equipment Identity' number. Maximum three IMEI numbers are permissible when using this App per customer so that you can use this App in three different devices that you own.

1.2 EBL or Bank refers to Eastern Bank Limited.

1.3 EBL SKYBANKING APP refers to the mobile based online banking service offered by EBL.

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

1.5 Customer refers to individuals maintaining a CASA or Savings account with EBL.

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 App.

1.7 Two Factor Security Token (2FA Token) is a software/hardware 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 Biller refers to a utility service provider to the Customer.

### **2. Services**

#### **2.1 Device Requirements**

EBL SKYBANKING App works on compatible Smartphones and Tablet Computers also known as 'Tabs' (with SIM Card /WIFI option) having Internet Connectivity.

#### **2.2 Access**

2.2.2. You must keep the mobile device/Tab secure and close/shut down the EBL SKYBANKING App 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 Centre. 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.

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

3.1 You hereby acknowledge that Smartphones and Tabs used to access SKYBANKING App 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 App Banking Service on Smartphone or Tab. Any losses, charges and unauthorized transactions involving your account(s) that are incurred

through loss of your Smartphone or Tab or your failure to safeguard your security credentials (such as user names and passwords) to access the SKYBANKING App Banking Service on Smartphone or Tab will remain your responsibility.

3.3 Should the Smartphone or Tab requirements be modified with a view to improving or upgrading the SKYBANKING App Service on Smartphone or Tab, the Bank shall in no way be responsible for the resultant costs of any new Smartphone or Tab or service provider connection required so as to use the SKYBANKING App Banking Service on Smartphone or Tab, 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 Smartphone or Tab and/or Mobile 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 App Banking Service on Smartphone or Tab you agree that the SKYBANKING App Banking Service on Smartphone or Tab may require the use of your device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your service agreement with the mobile service provider. Certain services, including the ATM finder, will make use of location data sent from your device. 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.

3.7 After the first use of any of the EBL SKYBANKING App Banking Services, you shall be deemed to have accepted and be bound by terms and conditions of the relevant Services.

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

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

3.10 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 App 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 App.

## **TERMS AND CONDITIONS Common FOR INTERNET BANKING and SKYBANKING App SERVICES**

### **1. Account Requirements**

To be eligible to use Internet Banking and EBL SKYBANKING App services, customer must maintain at least one CASA (Current & Savings Account) with the Bank. However, Internet Banking and SKYBANKING App 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 Internet Banking and SKYBANKING App services without advance notice to you at its sole discretion.

### **2. Customer ID, Password and Security**

2.1 Upon the Customer's registration for the Internet Banking/SKYBANKING App Service, the Bank will provide each Customer with unique customer identification code (the "Customer ID"/"EBL SKYBANKING ID" or "User ID") and a temporary password (Password") which will allow the person to access the Customer's Account information. Once the Customer logged on through a correct Password the system will not request for any further authorization for any transaction except for 2FA transactions until he/she logs off and later logs in again.

2.2 Customer can log in to the Internet Banking and EBL SKYBANKING App services by using the User ID and Password provided. It is mandatory to change the password after the customer logs in to the Internet Banking and EBL SKYBANKING App 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 Internet Banking and EBL SKYBANKING App services.

2.3 Customer acknowledges that the User ID and the Password shall act as his/her authorized signature when using Internet Banking/EBL SKYBANKING App. This authorizes and validates instructions given to the Bank by the customer through the use of Internet Banking/SKYBANKING App, 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 Internet Banking/SKYBANKING App 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.

2.4 Customers must keep the mobile device/Tab, computers secure and close/shut down or log out of the SKYBANKING App/Internet Banking service when they are not using the services. If customers suspect someone else of knowing their User ID and/or Password or other security details they must contact the bank immediately by calling our Contact Centre. The same applies in the case of lost or stolen Password. If customers fail to do so, they may be liable for any and all unauthorized transaction(s) on your account that may take place

2.5 After the initial registration of customers bank shall not contact the customers for their security details and we will not ask anyone else to do so on our behalf. If customers receive any such request then it is likely to be a fraudulent one and they must not supply their security details under any circumstance. They should report any such activity to us immediately via our Contact Centre or by visiting any of our EBL Branches.

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

2.7 If they forget the Password, they should make formal written request at any branch of the Bank for the issuance of a new password.

2.8 For ensuring extra security in Fund Transfer through Internet Banking & SKYBANKING App, the Bank has made Two Factor Security Token (2FA Token) mandatory. If customers have not availed such token yet, they should visit any nearest EBL branch and register for one. It is their responsibility to ensure the safe keeping of the 2FA key (hardware or software), key number or secured PIN and these should not be shared with any person to avoid any fraudulent activities.

2.9 Customers hereby acknowledge and understand the inherent risk of accessing banking services over the Internet and availing the SKYBANKING App in their Smartphone or Tab and accordingly are advised to take all necessary precautions to safeguard yourself from such risks.

2.10 Customer shall be responsible for all transfer/transaction authorized through Internet Banking and SKYBANKING App services. The Customer shall be responsible for the proper and authorized use, confidentiality and authority of the Internet Banking/SKYBANKING App Password for access to each account whether through the Bank's website or via the SKYBANKING App and take every possible care to prevent unauthorized use of the Internet Banking/SKYBANKING App Password for the Account.

2.11 The Customer acknowledges that the Internet Banking/SKYBANKING App Passwords are not used for the purpose of detecting errors in communication and any such communication shall be deemed to be those of the Customer.

2.12 The Customer shall be responsible for all transfers, withdrawals, transactions and instructions initiated or originated by use of the Internet Banking/SKYBANKING 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/ SKYBANKING 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/ 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:

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 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.

### **4. Cut-off Time**

When the Customer gives an instruction via the Internet Banking/ SKYBANKING 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. Applicability of Other Terms**

Subject to the variance and changes made in these Internet Banking/SKYBANKING App terms, the Common Terms and Conditions so far practicable shall be applicable for the Internet Banking/SKYBANKING App service.

### **6. ON-LINE FUND TRANSFER**

6.1 Services

6.1.1 You shall be solely responsible for all financial transactions via EBL Internet Banking/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. Therefore, Bangladesh

Bank rules & regulations for BEFTN are applicable (please read the Terms and Conditions regarding this from the Bangladesh Bank website).

6.1.2 For Fund Transfers to accounts maintained with other Banks, EBL will send the fund transfer request through BEFTN. The time taken to process the transfer will depend on the beneficiary bank.

6.1.2 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.

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

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

6.1.5 No transaction is allowed from a non-convertible taka account to a convertible account through SKYBANKING App/Internet Banking portal. Transactions from Foreign Currency Accounts are also not allowed.

## **7. Anti-money Laundering**

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

4.1.2 You shall fully comply with the laws related to the money laundering and shall not use the Internet Banking/SKYBANKING App service for any unlawful, anti-terrorism or anti-state activities.

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

4.1.4 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**

### **8. Eligibility**

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

### **9. Subscriber ID**

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

### **10. 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.

### **11. Instructions**

11.1 The Customer, through the Bank's website (Internet Banking portal) or SKYBANKING App, 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 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.

11.2 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.

11.3 Payment instructions initiated through Internet Banking/SKYBANKING 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. 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.

## **12. Statements and Record Retention**

12.1 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.

11.2 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.

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

## **13. Transaction Value Date**

Any transaction made on holiday (Weekly, public or Bank holidays i.e. 1st July or 31<sup>st</sup> December) or after Bank's Internet Banking/SKYBANKING App 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.

## **14. Availability of the Service**

It is acknowledged by the Customer that the provision of the Electronic Utility Bill Payment Service and website access (Internet Banking) and SKYBANKING App 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 (Internet Banking) and SKYBANKING App 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 (Internet Banking) and SKYBANKING App 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.

## **15. Exclusion of Liability**

15.1 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 (Internet Banking) and SKYBANKING App 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 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 Internet Banking/SKYBANKING App 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 (Internet Banking) and SKYBANKING App access to the Account.

15.2 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/SKYBANKING App 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.

15.3 BTRC rules will be applicable in case of mobile recharge through Internet Banking/SKYBANKING App service.

## **16. 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.

## **17. Applicability of Other Terms**

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

## **18. Other Terms**

18.1 The Bank will not be responsible for disconnection of the concerned utility service;

18.2 The Bank shall not be held responsible for disconnection of the utility service for any reason by the Biller;

18.3 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) 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:

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

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

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

- 1.8. To provide related information to authorized organizations according to the laws.
- 1.9. 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.
- 1.10. Customer acknowledges that there may be a time lag in transmission of instructions, information or communication via SMS/Mobile/Web/Internet.
- 1.11. 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) SKYBANKING App 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 Identified Mobile Phone Number, IMEI number, EBL SKYBANKING App 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 App for any reason or there is a delay in its use;

2.4.2. Any device, hardware or software you use in connection with the App is damaged or corrupted or fails to work;

2.4.3. EBL SKYBANKING App 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, you should change the EBL SKYBANKING App /Internet Banking 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 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 Banking

Eastern Bank Limited

Head Office: Jiban Bima Bhaban, 10 Dilkusha C. A.

Dhaka-1000, Bangladesh.

3.6. If you disclose or suspect that your EBL SKYBANKING App/Internet Banking Password/SMS Banking PIN 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 App /Internet Banking Services and EBL SKYBANKING/ Internet Banking App 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 App access to the account by prior notification in the App's 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 App 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 SMS Banking PIN, Internet Banking Password, and SKYBANKING App 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 SKYBANKING App Password he/she has used before;

7.2. Whenever Customer chooses a SMS Banking PIN and Internet Banking Password, or SKYBANKING App 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. Customer must take all reasonable steps to ensure that he/she safeguards his/her SMS Banking PIN, SKYBANKING App Password, 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, 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 SMS Banking PIN, Internet Banking Password, Bill Payment Subscriber ID, and SKYBANKING App 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 SMS Banking PIN, Internet Banking Password, Bill Payment Subscriber ID, and SKYBANKING App Password or any part of it is known to someone else, he/she must immediately change the SMS Banking PIN, Internet Banking Password, SKYBANKING App 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.

7.7. 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.

7.8. 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.

7.9. 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, SKYBANKING App 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.

7.10. 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 App (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.

8. 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.

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

10. Ownership Rights in Connection with the Service Software and Other Information 10.1 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:

10.1.1 Use them except in connection with accessing the Services;

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

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

10.1.4 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.

## **11. Termination**

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

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

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

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

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

12.2 If the Bank waives any of the terms and conditions of the EBL SKYBANKING App 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 App Services.

### **13. Assignment**

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

### **14. Governing Law and Jurisdiction**

The establishment, effectuation, implementation and explanation of terms and conditions for Internet Banking/SKYBANKING App Service shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh. 42.2 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.

### **15. 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 App 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.

### **TERMS AND CONDITIONS FOR EBL Access (2 FACTOR AUTHENTICATION-2 FA)**

These terms and conditions for the 2 FACTOR AUTHENTICATION (2 FA) (the "2FA terms") set out the rights and obligations of the Customer and Eastern Bank Limited (the "Bank") in connection with your use of the Bank's website access (Internet Banking) and SKYBANKING App access to the account or accounts mentioned above opened or maintained with the Bank and operable by one or joint signature (collectively and individually "Account") of the Customer or Customers named above (collectively and individually the "Customer"), allowing the Customer to avail Internet Banking service through the Bank's website and SKYBANKING App service through the Bank's SKYBANKING App. Each customer is jointly and severally liable for all transactions initiated through Internet Banking/SKYBANKING App service, including overdrafts, even if the Customer did not participate in a transaction, which resulted in an overdraft.

### **Services**

2 Factor Authentication (2 FA) is a secured way of processing transactions through any electronic channel for Internet Banking/SKYBANKING. In 2 FA, a PIN code is generated randomly by the 2FA application which is completely secured and confidential to the holder of the application only.

In EBL Internet Banking/SKYBANKING App platform, 2 FA is introduced for enabling fully secured financial transaction to the customers. 2 FA is applicable for initiating any sort of fund transfer from any EBL account to any other accounts maintained with EBL or any other banks in Bangladesh. 2 FA is not applicable for utility bill payment services through EBL Internet Banking/SKYBANKING App service. EBL Internet Banking/SKYBANKING App 2 FA is governed under the terms and condition set hereunder:

1. Customer will ensure due diligence in terms of safe keeping of the 2 FA key – Hardware or Software. Key number or secured PIN will not be shared with any person to avoid any fraudulent attempts.

2. Since 2 FA PIN is the secondary authentication code and customers' Internet Banking/SKYBANKING App ID & password is the primary authentication code, customer must ensure confidentiality of the Internet Banking/SKYBANKING App ID & password at all times.
3. The customer shall be responsible for all transfers, withdrawals, transactions and instructions initiated or originated by use of the Customer's Internet Banking/SKYBANKING App ID & password
4. In case of loss, damage or any sort of alteration of the 2 FA key, hardware 2 FA key, software 2FA key or PIN, Customer will inform the Bank immediately. Bank will not responsible for any misuse of the 2 FA key or PIN if shared with other person by customer or due to the loss of the key and late or no intimation to the bank.
5. If Hardware 2FA key is lost or damaged during use by the customer, the same to be replaced form the Bank. In such case charges will be applicable for replaced 2 FA key as per bank's standard tariff at that date.
6. The Customer will ensure that 2 FA software key is activated in his/her own device and the device is not shared with any person to avoid fraudulent attempts.
7. The Customer is responsible 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. Every transaction over the Internet Banking/SKYBANKING App Service, including but not limited to, accessing account information, making transfers, giving transfer related instructions, initiated after entering the correct Internet Banking/SKYBANKING App Password is deemed as initiated by the Customer.
8. The Customer acknowledges that the Internet Banking/SKYBANKING App Passwords are the only key for verification of authenticity of communications made in the name of the Customer through the Bank's website access (Internet Banking) and SKYBANKING App 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.
9. In case of any transaction made after working hours or on public/bank holidays, the transaction value date will be that of the next working day.
10. The Customer acknowledges that the software underlying the 2FA key as well as other Internet related software which is required for accessing Internet Banking/SKYBANKING App is the legal property of the respective vendors or EBL as the case may be.
11. All transaction through EBL Internet Banking/SKYBANKING App platform must comply with Anti Money Laundering (AML) Act 2012 and Bangladesh Electronic Funds Transfer Network (BEFTN) operating rules 2010.
12. If for any reason beyond its control including but not limited to system error, network problem, strikes, labor disputes, accidents, governments requisition, restrictions or regulations on travel, hospital operation, political disturbances, acts of war, acts of God, which may hamper to provide regular and normal service and unable to perform its obligations under this agreement that case EBL shall not be responsible.
13. The Customer undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred, or in any way related to it, of whatever nature and howsoever arising, out of or in connection with the use of the 2 FACTOR AUTHENTICATION (2 FA) Service by the Customer, except as may arise by reason of the gross negligence or willful misconduct of the Bank. The Customer acknowledges its approval and acceptance for any losses, which may be sustained by the Customer as a result of the risks to which the 2 FACTOR AUTHENTICATION (2 FA) may be subjected.
14. EBL shall have the absolute discretion to amend or supplement any of the Terms at any time and without prior notice to the customer. Such change to the terms shall be communicated to the Customer

post facto basis. By using any new services as may be introduced by EBL, the Customer shall be deemed to have accepted the changed terms and conditions.

15. The Bank shall provide and the Customer shall obtain the above 2 FACTOR AUTHENTICATION (2 FA) services from the Bank at the sole risk and responsibility of the Customer

16. It is acknowledged by the Customer that the provision of the Internet Banking/SKYBANKING App service, 2 FACTOR AUTHENTICATION (2 FA) services and website access (Internet Banking) and SKYBANKING App 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 Internet Banking/SKYBANKING App service, 2 FACTOR AUTHENTICATION (2 FA) services or website access (Internet Banking) and SKYBANKING App access to the account by prior notification in the website or through the App for the purpose of carrying out the maintenance, upgrades or other work. In the event the Bank suspends, disconnects or terminates the Internet Banking/SKYBANKING App service, 2 FACTOR AUTHENTICATION (2 FA) services or website access (Internet Banking) and SKYBANKING App 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.

17. The Bank, at any time, without giving prior notice or reason, suspend or terminate all or any of the Internet Banking/SKYBANKING App services, 2 FACTOR AUTHENTICATION (2 FA) services or their use by Customer. The Bank is not liable to Customer of any loss resulting from the action of the Bank. The Customer can terminate the Internet Banking/SKYBANKING App service, 2 FACTOR AUTHENTICATION (2 FA) services by visiting any branch of the Bank and on submission of a written termination letter/instruction. The instructions issued by Customer before the termination shall be effective immediately and Customer should take the liabilities thereof. Upon termination the Bank does not refund charged Service fee and other related fee.

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

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

20. Either party may terminate this Agreement by giving 15 (fifteen) days prior notice to the other party. Any transaction initiated prior to the termination will continue to be made until the Bank has had a reasonable opportunity to act upon the notice of termination. If the Bank terminates access to Internet Banking/SKYBANKING App service, 2 FACTOR AUTHENTICATION (2 FA) services and website access (Internet Banking) and SKYBANKING App access to the account, the Bank reserves the right to immediately stop making transfers or payments including those previously authorized.

21. This Agreement is 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, 2012. This Agreement may be amended at any time by EBL and the revised information will be made available at any EBL office and will be published on EBL website within reasonable time .

#### 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.