

## Terms and conditions

1. Only the person who uses 'UCB Fintech Limited ( upay )' financial service will be known as the customer of 'upay' and only he/she will be the only user of that mobile financial account.
2. According to the law of Bangladesh, rules, regulations, circulars, and transactions of 'upay' will be done by the law set by Bangladesh Bank and other regulatory authorities. Every customer of 'upay' must have to obey these rules and regulations.
3. 'upay' account number (.....) must be mentioned correctly in every document. 'upay' authorities will not be responsible for any losses due to the mention of the wrong account number.
4. 'upay' will not be held liable if transactions are not completed due to the lack of balance in the account.
5. Before confirming the transaction 'upay' customer must check if the cash in/cash out/payment etc. have done successfully from the 'upay' account. No further complaints will be accepted.
6. Before using 'upay' service to do a transaction, 'upay' customers should ensure the recipient. Be careful about recipient 'upay' account number, amount of money, pin number, and giving instruction about transactions. If you provide wrong information or wrong instruction or do transactions by becoming a victim of a scam, you and only you will be responsible for this. 'upay' will not take any responsibility to return those transactions money.
7. 'upay' has the authority to decide all costs and expenses (including valid charges) related to 'upay' service and all service costs and/or maintenance costs as per Bangladesh Bank regulations. All these costs will be deducted from the 'upay' account.
8. According to Money Laundering Prevention Act-2012, Anti-Terrorism Act-2009, and Circular policy issued by Bangladesh Bank, 'upay' customers are obliged to provide any information that 'upay' needed.
9. 'upay' will keep high privacy about 'upay' customer's accounts and transaction-related every information. But 'upay' reserves the ability to disclose/provide any customer information's for the following circumstances:
  - If the information is needed by 'upay' authorized controller, supervisor, government authority.
  - If the information is needed by a court order or a person authorized by law
  - To any service provider or financial institution or organization for the purpose of carrying out various activities approved by 'upay'.
10. 'upay' customer will not share his/her pin number with anyone else and he/she will be responsible for keeping it secret and protected. If there is a risk of abuse or breach the privacy of pin number, change it immediately. 'upay' will not be responsible if any 'upay' customer becomes victim of fraud and/or loss because of his/her negligence, carelessness, wrong or breach of privacy of pin number or abuse of pin number. If anyone losses his/her mobile sim, he/she should call 'upay' helpline 16268 to close his/her account and for further steps communicate with 'upay'.
11. No 'upay' customers should do transaction business by using 'upay' account. If anyone violate or try to violate this rule or 'upay' find suspicious behavior from any 'upay' customer, have complaint against the customer, security or any other valid reasons, 'upay' have the authority to immediately stop, ban or close that account. Also 'upay' can take punitive measures or take legal action against that client. In these case the decision taken by 'upay' will be final and the customer will be obliged to obey it.
12. 'upay' consumer is obliged to maintain any instructions given by 'upay' authority. Otherwise 'upay' can stop or ban that 'upay' customer account or take necessary or legal steps against him/her. In this case, the decision taken by 'upay' will be final and 'upay' customer is obliged to maintain it.

13. 'upay' customer will be responsible for sim card linked to 'upay' account and interchanging sim card related issues. 'upay' will not take any responsibilities for this.
14. Without mentioning customer before, 'upay' has the authority to make changes in the rules.
15. For promotion purpose, 'upay' has the right to send sms, phone call or IVR to the 'upay' customers.
16. If any customer wants to permanently delete his/her 'upay' account, he/she have to spend all the saving money in 'upay' account on any 'upay' services.
17. For any unwanted circumstances if there is a delay to open 'upay' account or give service to customer, 'upay' will not be responsible for this. 'upay' will make every effort to provide 'upay' service successfully without any kind of commitment.
18. For any complaint 'upay' customer will contact via 'upay' customer office or by calling on 'upay' Helpline 16268 or by mailing on [info@upaybd.com](mailto:info@upaybd.com) To resolve any problem of transaction 'upay' has the authority to call the investigation committee, complainer and/or accused person to the head office to stop or ban the account or take any necessary actions.