

Dear Sir,

I/We hereby request you to kindly open bellow mentioned islamic banking account in your branch . I/We have furnished my/our information in details hereunder.

3. Currency

4. Mode of Operation

5. Initial Deposit (In number) In words

Taka

Singly

Jointly

Anyone

US Dollar

Euro

Others

GB Pound

## SECOND PART: ORGANIZATION RELATED INFORMATION

### FIRST PART: ACCOUNT RELATED INFORMATION

1. Name of Organization

In English (Block Letter) :.....

cÖwZövtþbi bvg (evsjvq) :.....

8. Type of Business :

9. Nature of Business (In Details) :.....

Trading

Service

Manufacturing

1. Account Title

In English

(Block

Letter)

evsjvq

United Commercial Bank PLC

The Manager

United Commercial Bank PLC

.....Branch

Date

DD

MM

YYYY

CIF

Account No

For Bank use only

Bank Official's Signature with Seal & Date

(Please Specify)

Others

(Please Specify)

Others ..... (Please S

Excluding L & B

(Mark- )✓

(Mark- )✓

(Mark- )✓

7. Type of Organization : Public Limited Company

Trust

NGO/NPO

Club/Society

Educational Institute

Religious Institute

Others .....

Proprietorship

Partnership  
Joint Venture  
Private Limited company  
(Please Specify)

2. Trade Licence No. : ..... Date.....

3. Registration No. : ..... Date .....

4. VAT Registration No./BIN : .....

5. E-TIN (if any) :

10. Annual Turnover : ..... Manpower : .....

6. Business/Office Address : .....

Phone/Mobile No. .... Email .....

Registered Address : .....

(Please Use Block Letter)

(Mark-√)

(Mark-√)

2.Type of Account Al-Wadia

Current

Mudaraba

Savings

Mudaraba

Short Notice Deposit (SND)

ERQ

FC

Others .....

Income Sharing Ratio (ISR):

(for Mudaraba deposit A/Cs)

CustomerBank

(Please Specify)

Branch

Account Opening Form

Organizational Account

6. Value Added Services Cheque Book

Debit Card (Proprietorship concern only)

Unet Enterprise Banking

(If yes, please fill up UEB form)

Others (Please Specify)(Mark- )√

(Emboss Name )

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I/We solemnly and sincerely declare in sound mind that the above furnished information is true and correct. I/We shall supply in that you may require at any time.

**BANK'S USE ONLY**

Account Opening Officer

Name, Seal & Date:

Checked by

Name, Seal & Date:.

Approved by

Name, Seal & Date:

**THIRD PART: INDIVIDUAL INFORMATION**

1. Name of Account Operator

(Block Letter) :

wnmve cwiPvjbvKvixi bvg (evsjvq) :

Photograph of

Account Operator

2. Date of Birth :

3. Father's Name (Block Letter) :

4. Mother's Name (Block Letter) :

5. Spouse's Name (Block Letter) :

6. Nationality :

P .O.Road/ Village Upazila/Thana

District Phone/Mobile Email

Account No

(Bank Use Only)

Resident Non-Resident (If yes, Country )

(Mark- )√8. Resident Status :

(Instructions of Guidelines for Foreign Exchange Transactions will be followed by Bank if necessary)

9. Occupation (In details) :

10. Relation with Organization : 11. E-TIN (If any) :

12. (A) Present Address :

P .O.Road/ Village Upazila/Thana

District Phone/Mobile Email

(B) Permanent Address :

1. Account Operator 2. Account Operator 3. Account Operator

Please attach Photograph here

(Account Operator)

Name & Date :

Signature with Designation Seal

Signature with Designation Seal

Signature with Designation Seal

Please attach Photograph here

(Account Operator)

Please attach Photograph here

(Account Operator) Name & Date : Name & Date :

(Mark- )√7. Gender Male Female Third Gender

Is customer eligible for FATCA compliance? (Mark-√)

If answer is Yes, FATCA compliance must be ensured. Necessary documents of customer/account holder must be collected as

Yes

No

1

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D

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M

Y

Y

Y

Y

(If the account holder is a foreign citizen, then copy of the passport with valid VISA must be obtained)

13. Identification Document :

(National ID No/Passport No with Expiry date & Country/Birth Certificate No/Other)

(Please Specify)

Account No

(Bank Use Only)Contact Number

(For Transactional Confirmation)

Comments:

Customer Category

AML Tracking No.

(Mark-√) SME-CMS SME-MID

Corporate

SME Code RM Code

1. If account is operated by more than one person, individual information of every person requires to be attached with this acco

Special instruction Singly

Jointly

Anyone

Others

(Please Specify)(Mark- )√

DECLARATION & SIGNATURE

## TERMS & CONDITIONS

This is an agreement between the undersigned, being the Chairman/Managing Director(s)/Partner(s)/Proprietor/Trustee(s)/Authorized Signatory of the Commercial Bank PLC, Islamic Banking ('UCB' or 'the Bank') setting the terms & conditions for each account with UCB. In consideration of the Account Opening Form (AOF) or by using an account, agrees to be bound by these terms & conditions, as amended by UCB from time to time, without the application without notifying the Customer.

**Governing Laws, Regulations & Rules:** These Terms & Conditions are applicable to the Bank's Customers (existing & new) and shall be governed by the laws, regulations, rules, and policies of the Central Bank of Bangladesh and policies & guidelines of the Bank.

**Acceptance of Terms & Conditions:** Any person opening an account with the Bank shall be deemed to have read, understood and accepted these terms & conditions of the account.

**Information about Customers:** Bank shall not provide any services to customers engaged in illegal activities affecting the welfare of the community. The Customer agrees to provide the Bank such information, particulars & documents as the Bank may require to know the Customer's financial condition, background & dealings with banks & businesses. The Customer confirms that all information, particulars & documents are true & complete and that if there is any change to the information provided, the Customer will immediately inform the Bank in writing. The Bank considers necessary from other banks, organizations and the sources that provide information relating to the Customer for the confidentiality of customer information. However, the laws & regulations in Bangladesh may require disclosure of customer information as the Bangladesh Bank, any person to whom the Bank is required or authorized by law or court order to make such disclosure, including the Customer's dealings; regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether the information is used or disclosed by such recipient in Bangladesh or another country. The Bank may also consider sharing customer information with other banks to improve banking services. The Customer authorizes the Bank to disclose or share information at the sole discretion of the Bank for the purpose of information during the process of printing, transportation and filing of information.

### a) Al-Wadia Current Accounts:

The deposit is accepted in the UCB Taqwa Current Account under the Al-Wadia principle of Islamic Shariah. Bank will ensure that the deposit is the same partially or fully as and when demanded by the customer. The deposited money is invested along with other deposits and the interest will not be shared with the Customer.

In order to operate a UCB Taqwa Al-Wadia Current Account a minimum amount to be deposited and a minimum amount of balance to be maintained. Different charges related to maintenance of the account from time to time. Transaction can be made more than once during the month.

### b) Mudaraba Deposit Accounts:

The deposit is accepted in the UCB Taqwa Mudaraba deposit Accounts under the Mudaraba principle of Islamic Shariah. Here, the business and profit is shared between Customers and Bank at a pre-agreed Income Sharing Ratio (ISR). The deposited money is at the risk of capital loss, it is borne by Customer as Shaheb Al Mal. Bank reserves the right to deduct different charges, Govt. duty related to the account. Income Sharing Ratio (ISR) between Mudaraba account holders and the Bank may be revised and it will be effective for both existing and new accounts. Profit and loss for each month will be published at the Bank's website. Profit shall be credited to the Mudaraba Savings and SND Accounts at the end of each month.

**Fees:** The Bank shall be entitled without notice to levy or impose fees and other charges and expenses (including collection fees, transfer fees, etc.) in respect of any account or in respect of any banking facility provided to the Customer by the Bank and to debit the relevant account with such charges. Such charges are not refundable upon termination of any or all of customer(s) account(s).

**Credit of the Account:** The Bank acts only as the collecting agent and assumes no responsibility for the realization of any items deposited. Cheques or other instruments deposited are not available for withdrawal until collected by the Bank. The Bank reserves the right to refuse to cash any cheque with an item subsequently unpaid on collection.

**Issue & Safety of Cheque:** Cheques will only be issued to a Customer when all documentation considered necessary by the Bank is provided. The Bank ensures that cheques in their possession are kept in secured place. The Customer must at all times exercise due care to prevent cheques from coming into the possession of unauthorized persons and to prevent cheques, payment orders or other order of instruments or instruments from being lost or facilitate fraud. In such events, the Bank is not responsible for any loss suffered by the Customer or any other person. Any loss or theft of cheques must be immediately reported to the Bank and confirmed in writing without delay.

**Inoperative Account:** I agree that an account in which no operation either deposit or withdrawal takes place for a certain period of time shall be treated as inoperative creating mentioned below:

Current Deposit Account: No transaction for last 1 year or period as specified by CHO

Savings Bank Account: No transaction for last 2 years or period as specified by CHO

Such Accounts shall be transferred to a system under "Dormant Account Category as a measure of precautions any fraud.

**Closure of Account:** The Bank reserves the right to close any account or related service without giving prior notice if the Customer is inactive for any other reason(s) whatsoever. The Bank shall pay to the Customer all available and finally collected balances after all due balances are cleared on closure of the account.

**Minimum Balance & Profit Payment:** The minimum average monthly balance as prescribed by the Bank from time to time is required to be maintained. The Bank reserves the right to change the minimum balance requirement. If the balance falls below the required minimum for the specified period, the Customer shall be liable to pay the minimum balance requirement.

**Periodic Statements & Advices:** The Customer shall be provided with account statement on half yearly basis. The Customer is responsible to check the statement or advice. If the Customer does not bring the errors, discrepancies or irregularities to the notice of the Bank within the specified period, it will be construed that the transaction shown on the account statement or advice are correct & complete.

**Deposits, Withdrawals & Banking Facilities:** The Bank shall meet its obligations exclusively at the Branch office where the account is opened.

telecommunication is possible, deposit or withdrawal of money may be made at any of the Bank's branches in Bangladesh subject to ensure that there are sufficient funds (or pre-arranged credits) for the Bank to honour cheques presented to the Bank. The Bank may refuse such inadequacy and may do so without seeking prior approval from or notice to the Customer and the Customer shall be responsible for any related charges.

**Suspicious Transaction:** The Bank may refuse to proceed any transaction on any account of the Customer if the Bank suspects that whether the transaction is or is likely to be involved a fraud or irregularity shall be final & conclusive and binding on the Customer.

**Instruments Deposited:** The Bank will not accept stale or post-dated instrument for deposit. The Bank may refuse to accept an instrument to "Bearer". The Bank will refuse to accept an instrument for deposit if the payee's name is not identical to the name of the Customer.

**Orders to Stop Payment or Amend Instruction:** A Customer may place a stop payment order for a cheque in writing. The Bank will act on such order.

**Nominee:** In the event of the death of a Customer, the Nominee shall receive/draw the amount of deposit held by the Bank in the account at the time of the death, the person authorised by the Customer shall receive the said amount on behalf of the minor nominee. In the absence of the legal successors to the deceased is appointed/determined by the relevant Court of Law.

**Service Disruption:** The Customer agrees that the Bank will not be liable for any loss or any damage if it is unable to provide service due to courier, electrical, mechanical, telecommunication or computer failure or an act of God, catastrophe, war, civil or industrial disturbance.

**No Liability of Loss:** The Customer agrees that the Bank will not be liable for any loss, damage or liability incurred by the Customer or agreed to be provided by the Bank or in action on part of the Bank or any of its officers, agents, employees and representatives. The loss or damage arising from: (a) Non discovery of any forgeries or fraud, except to the extent that the Bank has acted with gross negligence, (b) whatever reason whatsoever, (c) Directly or indirectly, the error, failure negligence, act of omissions, or any other person, system or process.

**Joint Account:** (a) Each of the Customer hereby authorizes and empowers each other to endorse for deposit & to deposit with the Bank for payment of money, payable to or purporting to belong to anyone or all of us and if any such instrument be received by the Bank or any of its officers, agents, employees and representatives to endorse any such instrument on behalf of the Customers and to credit the same to the Account. (b) Any financing or borrowing otherwise shall be the joint and other several liabilities each and every Customer. In the event of the death or legal disability of a Customer, the individual(s) shall immediately (but in any event not later than 10 days after such death or disability) and before affecting any transaction, inform the Bank of the death or disability. (c) In the event that there is no survivor or nominee, the account will then be frozen until the legal successor to the deceased is appointed by the relevant Court or department.

**Indemnity:** The Customer shall keep the Bank indemnified at all the times against all losses, costs, damages, expenses (including legal fees) incurred with the Customer's accounts or in enforcing these terms & conditions and in recovering of any amount due to the Bank or incurred by the Bank.

**Waiver:** No forbearance negligence or waiver by the Bank in enforcement of any to these terms & conditions shall prejudice the Bank's right. The Bank shall be effective unless it is in writing and duly signed by the authorized signatories of the Bank.

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The Customer can close Term Deposit in advance at any time (prior to maturity) by providing closing instruction in writing. In this case, the Bank will pay the principal amount to the Customer for the respective Term Deposit product and adjust the profit rate, income tax & other duties (as applicable) from the principal amount.

The Bank reserves the right to change the product parameters including premature encashment policy at any time without prior notice. In case of missed instalment of scheme, the Bank shall apply prevailing penal charge policy for missed instalment for the respective scheme.

**Cheque Book:** The Bank reserves the right to destroy any chequebook issued against the Account but not collected by the Customer.

## Debit Card:

Only Customer of United Commercial Bank PLC can apply for Visa/MasterCard Debit Card.

### In these Terms and Conditions

Variations: The Bank reserves the right to alter or amend these terms & conditions at any time by giving not less than 14 (fourteen) days written notice to the Customer. If the Customer uses any banking facility after the effective date of the amendment, the Customer shall be deemed to have accepted such amendment and decided to continue to use the banking facilities upon the revised terms & conditions. The Customer must have communicated to him/her, the Bank is not obliged to obtain the Customer's signature for receipt of such communication.

The Customer must have to provide either the copy of National ID, Passport or Birth Registration Certificate at the time of Account opening. The Customer also have to provide an identification document with his/her photograph in addition to the Birth Registration Certificate. Upon the Bank's satisfaction, the Customer must have to provide an ID/Testimonial with photograph from any considerable person.

\* Considerable Person means Member of the Parliament. City Corporation Mayor & Councillors, First Class Gazetted Officer, Principal, Chairman, Union Parishad Chairman, Pourashabha Mayor & Councillors. Principal of Private College, Head-Master of Government/Non-Government Public and Semi Government/Autonomous/Government Organization's and Government Bank's First Class Officer.

a. 'Bank' means United Commercial Bank PLC and its successors and assigns.

b. 'Visa/Master Acquires' mean, any bank or financial institution which is licensed by Visa/Master international to conclude agreements with description.

c. 'Card' means valid UCB Visa/Master Debit Card issued to a Card holder to avail of services and/or to punch use and/or to draw cash from or other Visa/Master authorized acquires: ATM and or POS.

d. 'Cardholder' means the Cardholder stated above.

e. 'Customer' means the Cardholder stated above.

f. 'Account' means an account maintained by the Bank in the name of the Cardholder.

g. 'Agreement' means contract between Bank & Customer.

a. All transactions initiated by the Card, whether electronically or otherwise, using the Card will be debited from the Designated Account.

b. The Bank shall debit the Designated Account for the amount withdrawn from any of the Visa/Master Debit Automated Teller Machines (ATMs) obtained from Visa/Master authorized merchants in Bangladesh by the use of the Card.

The Bank records generated electronically or otherwise, shall be deemed to be conclusive proof of the correctness of the transactions. The Cardholder shall sign by the cardholder to support transactions through the ATM.

c. In consideration of issuing the cards, the cardholder undertakes to indemnify the bank against all losses claims actions proceedings or damages sustained by the Bank or whatever nature and howsoever ensuing out of or in connection with the issuance of the use of the Card.

d. The bank shall have the right to charge the customer any fee for issuance and use of the card on a yearly basis.

The Bank reserves the right to limit the total cash withdrawal or goods and services purchased at Visa/Master authorized merchants.

The Card shall at all times, remains the property of the Bank and the Bank may in its unfettered discretion and without giving any notice to the Cardholder or any part of such services at any time without any prior notice whereby the Cardholder will be responsible for returning the Card to the Bank.

The Card and PIN are issued to the Cardholder entirely at the Cardholder's risk and the Bank shall bear no liability whatsoever in connection with the Card from this issue. The Bank shall not be responsible for any losses or damages or expenses whatsoever arising whether directly or indirectly from the Card. The Cardholder shall be indemnified by the Cardholder, against any such loss or damage,

The Cardholder shall not disclose the PIN to anyone. The Cardholder will be liable to the Bank for any and all transactions made using the Card. The Bank shall not be responsible for any losses or damages howsoever caused by any unauthorized use of Card or PIN, unless the Bank has received notification of disclosure of the PIN or to any unauthorized use of the Card or PIN for this purpose, use of the Card by a person who obtained the Card constitutes authorized use to the Card.

The Bank shall debit the Designated Account for all related charges with respect to the Card and the use thereof and the charges for any replacement of the Card. Visa/Master authorized acquired as the case may be, including charges for any replacement of the Card.

The Bank reserves the right to refuse an application of the issuance of a Card and to withdraw at any time and at its sole discretion. The Bank shall not be responsible from any losses or damages or expenses whatsoever and howsoever arising whether directly or indirectly from the Card. Visa/Master Debit ATM. the insufficiency of funds in such a machine or otherwise.

The Bank does not warrant and will be responsible for the Card not being honoured for any reason whatsoever.

In the event of replacement of the Card due to whatever reasons as requested by the Customer, the Bank will levy a charge set by the Bank's Authority.

In the event of resetting PIN, the Bank will levy a charge set by the Bank's Authority.

Cardholder will not use this card for any illegal transaction or anything unlawful, under the law of Bangladesh.

The Card shall cease to be valid and the Bank shall be entitled to the immediate return to the Card in the event of

a. Closure of the Designated Account

b. Death of the Cardholder

c. The Cardholder's authority to operate the Designated Account is terminated

d. The Cardholder ceases to be a customer of the Bank

e. The Bank requests for its return.

All notifications and/or questions concerning the use of the Card should be directed to the Branch Manager of the Cardholder's Branch.

All rules and regulations governing the operations or current and savings accounts will be applicable of the Card transactions related to the Card.

The Bank may at any time change terms and Conditions without prior notice to the Cardholder.

These terms and Conditions will stand amended if such amendments are necessitated by law. Government regulations or instructions. Fees and charges will be determined periodically by the Bank or other Visa/Master authorized acquirers. Cardholder may terminate this Agreement by serving 60 days prior notice to the Bank before its expiry, In case of any act of God, war, riots, civil disturbances, changes of law over which the Bank has no control and when any such Agreement, the Bank may terminate this Agreement before its expiry without assigning any reasons whatsoever, All disputes are subject to the jurisdiction of courts in Bangladesh only.

#### Internet & SMS Banking

Use of UCB Internet/SMS Banking Service is subject to the following terms and conditions which set out the general rights and connection with the use of United Commercial Bank PLC Internet/SMS Banking Service.

For the purpose of this document, "Internet/SMS Banking Services" refers to the Internet/SMS banking services provided by United Commercial Bank PLC e-commerce banking such as balance enquiry, utility bill payment, fund transfer within the accounts of United Commercial Bank PLC by the United Commercial Bank PLC from time to time.

"User", "he/she" and/or "his/her" means United Commercial Bank PLC's Customer registered to use Internet/SMS Banking. "UCB" means United Commercial Bank PLC incorporated under the Companies Act 1994 and a scheduled banking company licensed under the Banking Companies Act, 1991, 19, Avenue, Gulshan 1, Dhaka -1212 and its branches or its assigns in respect of which the service will be available.

#### APPLICATION FOR UCB Internet/SMS BANKING:

The User shall apply to UCB in the prescribed form for use of Internet/SMS Banking Services subject to the terms and conditions of use of Internet/SMS Banking Services modified or inserted by UCB from time to time. UCB at its sole discretion may accept or reject any such applications. Once the application is accepted, it shall form the contract and govern the relationship between the User and UCB in relation to use of Internet/SMS Banking Services.

By applying for Internet/SMS Banking for the first time, the User acknowledges and accepts these Terms & Conditions. Notwithstanding to the accounts shall continue to apply. In the event of any conflict between these Terms & Conditions and the Rules and Regulations, the Terms and Conditions shall prevail with regard to UCB Internet/SMS Banking.

#### Internet/SMS Banking Users Log In Access, Password & Security Procedures

UCB will provide the User with unique User Identification Number ("User ID") and a temporary Password in the first instance through email him/her the User ID and Password relating to his/her access/log-in to the Internet/SMS Banking Services to the email address provided by the User. The User shall not be liable for any non-delivery or miss-delivery of User ID or Password unless such non-delivery is due to the negligence of the User.

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User is therefore responsible for maintaining the confidentiality and secrecy of User ID and Password. User should not under any circumstances, including anyone claiming to represent the Bank or to someone giving assistance on a technical helpdesk in connection with the Internet/SMS Banking Services, disclose the User ID and Password to anyone. Bank shall not be held liable in any manner or in any form whatsoever in case of loss, misplace or fraudulent use of the User ID and Password.

If User gives or shares his/her Password to anyone or fails to safeguard its secrecy, he/she does so at his/her own risk because of the confidential nature of the accounts.

If User forgets the Password, he/she has to request for issue of a new password by sending a written request to UCB.

If User's password is lost or stolen, or is known by another individual, he/she must notify UCB in writing immediately. UCB upon receipt of the request shall suspend the services in good faith for the safety and security of the user.

The User agrees and acknowledges that UCB shall in no way be held responsible or liable if the User incurs any loss as a result of using the Internet/SMS Banking Services or carrying the instruction of the User pursuant to the access of the Internet/SMS Banking and the User shall fully indemnify and hold UCB harmless. User hereby acknowledges and understands the inherent risk of using Internet/SMS and availing the Internet/SMS Banking Services. User shall use the Internet/SMS Banking Services at his/her end to safeguard himself/herself from such risk. Bank shall not be held liable in any form whatsoever if the User suffers a loss or damage while using the Internet/SMS Banking Services unless such loss or damage is caused due to willful negligence of the Bank.

Service Software & Hardware Requirements

User is solely responsible for the maintenance, installations and operation of User's computer and for the software used in accessing the Internet/SMS Banking Services. UCB shall not be responsible if the Internet/SMS Banking System does not work properly or the service is interrupted due to failure of the User's computer, telephone lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather conditions or any other cause beyond the reasonable control of the Bank.

Charges

UCB shall initially provide the Internet/SMS Banking Services at free of cost. However, UCB reserves the right to change and recover such charges from time to time. The User hereby authorizes UCB to recover such charges from his/her account(s).

Charges are subjected to change from time to time at UCB's discretion.

Unauthorized/ Fraudulent Activities

Upon obtaining User ID and Password, User is requested to check the list of his/her accounts with UCB. If any of User account is linked to User's ID, please inform this to UCB also. Do not access it or do not perform any transaction on that account. If User believes unauthorized transactions are being made with his/her account, he/she should change the Password immediately. The User should check the Statements for all of his/her accounts for any unauthorized transaction. In case of any discrepancy in the statements, User should immediately inform UCB in writing.

Bank's only responsibility would be to use its best efforts to prevent such unauthorized transaction if already not been made.

PRECAUTIONARY NOTE:

On-line Fund Transfer

User shall be responsible for all transfers transactions. Fund Transfer can be made only from User account to another account. Utility Bill Payment

The Utility Bill Payment services is only available to Users of the UCB Internet/SMS Banking Service and shall cover all the utility bills payable by the User as mutually agreed between UCB and the utility service provider(s).

The User should accept that he/she will be responsible for putting in the correct account number and transaction amount for the transaction. Any erroneous transactions incurred arising out of or relating to the User entering wrong account number and amount.

Upon UCB decision, there will be a transaction amount limit though Internet/SMS banking. Maximum amount of transaction limit will be decided by UCB.

Any transaction made after working hours or on public/bank holidays, the transaction value date will be the next working day.

No transaction is allowed from a non-convertible taka account to a convertible account.

In addition to the terms and conditions stated above, the existing policy of the Bank (including amendments from time to time) relating to the collection of utility bills shall be applicable so far it does not contradict with the provisions stated herein. The policy of the Bill Collection shall be available from the branches of the Bank. Payment amount must be accurate as per the Bill. Any less payment or higher payment is the sole responsibility of the User and the Bank shall not be held responsible for disconnection of utility services due to payment of less amount or whatsoever.

This agreement does not bind UCB as an agent of Utility agency. UCB shall not be held responsible for disconnection of the utility services. Maintenance of Sufficient Fund

The User shall ensure that there are sufficient funds (or prearranged credit facilities) in his/her account for transactions through the Internet/SMS Banking Services. UCB shall not be held responsible for disconnection of the utility services if the User's account is not subject to sufficient fund in the respective accounts.

UCB shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.

Anti Money Laundering

User should agree and confirm that he/she will not use this Internet/SMS Banking facility for money laundering, illegal, unlawful or any other purpose.

User shall fully comply with the laws related to the money laundering and shall not use the Internet/SMS Banking services for any illegal or unlawful purpose.



UCB reserves the right to demand explanation from the User regarding any matter pertaining to money laundering and anti-terrorist activities.

### Proprietary Rights

The User acknowledges that the software underlying the Internet/SMS Banking as well as other Internet/SMS related software and services are the legal property of the respective vendors or UCB as the case may be.

The permission given by UCB to access Internet/SMS Banking will not convey any proprietary or ownership rights in such software or services.

The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet/SMS Banking or any related software.

User shall keep all information whether of the User, UCB or any other third party/customer derived from the Internet/SMS Banking Service, Users are advised to strictly maintain the following:

1. The User ID and Password should not be written anywhere accessible to third party including his/her family members.
2. User should make sure that no one is physically watching the passwords when he/she is Logging in.
3. It is important to remember to click 'Log out' after completing his/her Internet/SMS Banking session.
4. User should not leave his/her PC unattended with the browser running and a valid user name and Password cached as in such case the User shall be responsible for any confidential and shall disclose to any third party without prior written consent of UCB.

### Governing Law

These Terms and/or the operations in the Accounts of the User shall be governed by the Laws of Bangladesh, in force.

UCB may, in its absolute discretion, commence any legal action or proceedings arising out of breach or violation of any of the Terms of the T at the appropriate forum irrespective of the place from where the User access the Internet/SMS Banking Services, and the User hereby agrees to the jurisdiction.

Any provision of the Terms for Internet/SMS Banking which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be unenforceable but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

### Force Majeure

If for any reason beyond its control including but not limited to system error, network problem, strikes, labor disputes, accidents, natural disasters, hospital operation, political disturbances, acts of war, acts of God. Which may hamper to provide regular and normal service and the User shall not be responsible at anymore.

### Changes of Terms

UCB shall have the absolute discretion to amend or supplement any of the Terms at any time and will attempt to give prior notice of any change to the Terms shall be communicated to the User. By using any new services as may be introduced by UCB, the User shall be deemed to have accepted the change.

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- 9.
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- 9.2

- 10.
- 10.1
- 10.2
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- 14.1

The User shall log in to the Internet/SMS banking by using the User ID and Password. As a safety measure, the User shall immediately be requested to change his/her Password frequently thereafter to avoid any possible hacking, inherent risk or misuse/fraudulent use. The User acknowledges that the Login ID (User ID) and the Password shall act as User's authorized signature. This signature shall be the User's signature does.

- 3.2
- 3.3

Account No

(Bank Use Only)www.ucb.com.bdPage no ..... of total ..... pages UCB Taqwa Organizational Account Opening Form  
Termination of Internet/SMS Banking

The User may request for termination of the Internet/SMS Banking any time by giving a written notice of at least 15 days to UCB fifteen day. However, the User shall always be held liable for all accrued obligation or instruction given before or on the effective date of termination. Breach of Terms & Conditions

User must compensate for any loss that occurs as a result of his/her breaking any term of these agreements.

Lien and Set-off

In addition to any general Lien or other rights to which the Bank may be entitled, the Bank may at any time and without any notice of the account(s) of the Customer towards satisfaction of any or all sums of money which is currently due or at any time or times in the future. Customer.

Banking Instructions by Phone (Call Center)

United Commercial Bank PLC is irrevocably and unconditionally authorized and instructed to accept all instructions received by me, the customer, on the authenticity of and due authorization for any such instructions and regard the same as emanating from me, the customer. I authorize the Bank to use any information for identification purpose as may be requested by the Bank, including but not limited to Telephone Personal Identification Number (TPIN) to verify the identity of the customer and for the customer to validly issue instructions for availing any of the Services. I authorize the Bank to issue instructions by telephone (including any instructions required by or, given by me, in relation to these terms & conditions unless otherwise specified). The Bank shall, at its discretion, be at absolute liberty to refuse to accept or give effect to any instructions given verbally if, in the opinion of the Bank, it is doubtful or the Bank is otherwise unable to give effect to the Instructions for any reason whatsoever. I shall not reveal my Tel. No. or any instruction(s) identified by my correct Bank Account Number and TPIN shall be deemed to be proper. Accordingly, the Bank shall not be required to accept any such instruction from me, or from some other person purporting to be me, I hereby agree to indemnify the Bank against all losses incurred by the Bank as a result of or, in connection therewith. The Bank may in its absolute discretion require that written confirmation be obtained as the Bank may specify. Where any of the above accounts are opened by more than one person any such one person shall be deemed to be entitled to rely upon such instruction(s) according to mandate. The customer hereby permits and authorizes the Bank to use any information in connection with any communication with me, the customer, in order to record or verify the instructions. Any such voice and IVR recorded instructions so recorded. The customer acknowledges that the issuance of verbal Instructions in accordance with this Mandate for Banking Instructions involves inherent risks, including but not limited to risks associated with fraud and unintended /erroneous instructions. The call center implies that he/she fully understands the limitations and inherent risk of verbal instructions for carrying out transactions and the customer hereby absolves the Bank of all responsibility and accepts any and all risk associated with the execution of instructions. I/we hereby acknowledge that I/we have read, understood and agreed to all the Terms & Conditions as indicated above with the Bank. The information I/we have provided in this form are all correct & shall provide any further information that is required, I/we also declare that I/we have provided this account, debit card, SMS & internet banking and profit sharing ratio and rules & regulations to receive profit.

- 15.
- 15.1
- 16.

16.1

17.

18.

Bank Official's Signature with Seal & Date

Account No

(Bank Use Only)

1. Signature with Seal of  
Account Operator

Name :

Date :

3. Signature with Seal of  
Account Operator

Name :

Date :

2. Signature with Seal of  
Account Operator

Name :

Date :