



PUBALI BANK LIMITED
Mobile or Internet Banking Service
www.pi.pubalibankbd.com

**Terms and Conditions governing Mobile or Internet
Banking Service of Pubali Bank Limited**

THE CUSTOMER MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE. THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY ALL THESE TERMS AND CONDITIONS UPON REGISTRATION TO USE THE SERVICE.

1. Definitions:

- **“Bank”** means the **Pubali Bank Limited** having its Head Office at 26 Dilkusha Commercial Area, Dhaka-1000, Bangladesh and its branches in Bangladesh.
- **“PBL”** means Pubali Bank Limited.
- **“Service”** means **Mobile or Internet Banking Service** that Pubali Bank Limited makes available through the Internet Network to enable the electronic receipt and transmission of information and Instruction.
- **“Customer”** means the Account Holder or his authorized agent.
- **Eligible Account(s)** refers to Bank Accounts stated clearly either as Sole Account Holder or jointly with someone else but with operating instruction as **Either** or **Survivor**.
- **“User”** means the authorized and registered user for the Pubali Bank Mobile or Internet Banking Service.
- **“Account(s)”** means account(s) of the Customer with Pubali Bank Limited operable through its branches in Bangladesh, which the bank has registered as accessible by the Internet Service, including any new accounts opened.
- **“Account Holder”** means a person who has entered into a contract with the bank for the Service who has an Account in his/her own name or a Joint Account in respect of which the bank may act on the instructions of any one or more of the joint account holders.
- **“User ID”** means the Customer’s **Identification Code** (alpha-numeric) supplied to the Customer by the Bank for accessing the Mobile or Internet Banking Service.
- **“Password”** means the alpha-numeric identification number for accessing the Mobile or Internet Banking Service. The initial “Password” will be generated by the Bank and will be changed by the Customer at the time of first login. The Customer’s “Password” will be used every time the Customer logon to Mobile or Internet Banking Service.
- **“Instruction”** means any request or order to the bank which is effected through the Internet Service by use of a **User ID, Memorable Answer and Password**.
- **“Terms”** means these terms and conditions for Mobile or Internet Banking Service, as amended from time to time.
- **“One Time Password (OTP)”** is a security feature that has been implemented to provide second layer of protection for online banking transactions, in addition to your Pubali Internet login User ID and Password. It is a unique code that needs to be entered for specific online transactions.
- **“Loss”** means any and all losses, damages (financial and otherwise), injuries, embarrassments, costs, charges and/or expenses of whatsoever nature, including legal fees on a full indemnity basis.
- **“Officer”** means any employee of Pubali Bank Limited.
- **“Agreement”** means the terms and conditions of the Pubali Mobile or Internet Banking Agreement herein, as may be varied from time to time.
- **“Business Day”** means a day in which Pubali Bank Limited is open for business in Bangladesh.

2. About these Terms and Conditions:

- 2.1 These terms and conditions set out the rights and obligations of the Customer and the Bank in connection with the use of Pubali Bank Mobile or Internet Banking Service. All the terms and conditions of this agreement are legally binding.

- 2.2 This agreement is in addition to the terms and conditions that apply to the accounts the customer may be accessing through the Pubali Bank Mobile or Internet Banking Service and is in addition to the terms and conditions that have been agreed upon earlier at the time of opening of the account or later.
- 2.3 This agreement relates only to the eligible accounts registered with the Bank for the Mobile or Internet Banking Service.

3. Applicability and Acceptance of the Terms:

- 3.1 These Terms forms the contract between the Customer and PBL for Mobile or Internet Banking.
- 3.2 The Customer shall apply to PBL through **Apps** for use of Mobile or Internet Banking.
- 3.3 When the customer uses the Service, the customer acknowledges and accepts these terms. Notwithstanding anything contained herein, all Terms & Conditions pertaining to the accounts shall continue to apply
- 3.4 User must compensate for any loss that occurs as a result of his/her breach of any terms and conditions. Side by side bank may initiate legal action(s) if it becomes required against the user for the loss.

4. Eligibility for the Service:

- 4.1 To subscribe to Mobile or Internet Banking, Customer must maintain at least one Current or Savings Account with the Bank. Mobile or Internet Banking will allow Customer to access more than one Account.
- 4.2 The customer will be able to access information through Mobile or Internet Banking only for eligible accounts maintained with PBL.
- 4.3 The bank has the absolute discretion to accept or reject any application for Mobile or Internet Banking Service without giving any reason there for.
- 4.4 Pubali Bank reserves the right to refuse to open an Account or to deny Customer the ability to access Mobile or Internet Banking, or to limit access or transactions or to revoke a customer's access to Mobile or Internet Banking without advance notice to customer.

5. Joint Account:

- 5.1 In case of Joint Accounts, financial transactions through Mobile or Internet Banking will be available if the mode of operation is indicated as "either or survivor". The Customer desirous of using the Mobile or Internet Banking should either be the Account holder or sole signatory or authorized to act independently in case of a joint account.
- 5.2 For such joint accounts, different Login IDs and Password will be issued to each of the joint account holder(s) when requested. The joint account holder shall expressly agree with the arrangement and give their consent in writing on the application form for use of Mobile or Internet Banking.
- 5.3 In case of joint accounts operated by more than one Customer, PBL shall act on the instruction received first. All correspondence will be addressed to the first named person only.
- 5.4 All transactions arising from the use of Mobile or Internet Banking in the joint account shall be binding on all the joint account holders, jointly and severally.

6. Mobile or Internet Banking Access, Password and Security Procedures:

- 6.1 Pubali Bank Limited will provide the customer **Unique User ID** and a **Temporary Password** in the first instance for access to Mobile or Internet Banking.
- 6.2 As a safety measure, the User must immediately change the Password upon his/her first login. User is requested to change his/her Password frequently thereafter as far as possible.
- 6.3 The customer acknowledges that the User ID and the Password will act as User's authorized signature. This signature authorizes and validates directions given just as an actual written signature does.
- 6.4 User is responsible for maintaining the confidentiality of User ID and Password. User agrees that he/she will not under any circumstances disclose his/her Password to anyone, including

anyone claiming to represent the Bank or to someone giving assistance on a technical helpdesk in connection with the service. **It should be clearly understood that Bank employees do not need User's password for any reason whatsoever.**

- 6.5 If the User gives his/her Password to anyone or fails to safeguard its secrecy, he/she does so at his/her own risk and responsibility because anyone with User Password will have access to his/her accounts.
- 6.6 If the User forgets the Password, he/she has to request the bank for issue of a new password by sending a written request to Pubali Bank Limited.
- 6.7 If Customer's password is lost or stolen, or is known by another individual, he/she must notify Pubali Bank Limited immediately. The bank may provide to the police or any prosecuting authority any information they need if the bank thinks that it will help them to find out if someone else is using the User ID, password or any of the additional security detail.
- 6.8 The use of the Password assigned to the customer will indicate Customer's acceptance of the terms and conditions governing Customer's Account(s) and this Mobile or Internet Banking Agreement.
- 6.9 The Bank reserves the right to prevent Customer's access to Mobile or Internet Banking should the bank has reason to believe that the confidentiality of Customer's Password has been compromised.
- 6.10 The User agrees and acknowledges that Pubali Bank Limited shall in no way be held responsible or liable if the user incurs any loss as a result of information being disclosed by the bank regarding his/her Account(s) or carrying the instruction of the user pursuant to the access of the Mobile or Internet Banking and the user shall fully indemnify and hold harmless Pubali Bank Limited in respect of the same.
- 6.11 Customer understands that the bank has implemented a security procedure for the purpose of verifying the authenticity of the Instructions transmitted to the bank by the customer and not for the purpose of detecting errors in such instructions.
- 6.12 Customers agrees to be bound by any instruction issued by the Customer using the Password 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, arising from, the execution of instructions in good faith and in compliance with such security procedure.

7. Risks in Mobile or Internet Banking:

- 7.1 The Customer hereby acknowledges that he/she will use the Mobile or Internet Banking facility at his/her own risk.
- 7.2 The Customer acknowledges that in case any third person obtains access to the account access information, he/she would be able to instruct fund transfers and provide Payment Instructions.
- 7.3 The Internet is susceptible to a number of frauds, misuse, hacking and other actions that could affect Payment Instructions to 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 that could affect Payment Instructions to the Bank. The Customer indemnifies the bank against all risks arising out of the same.
- 7.4 Transfer of fund through Mobile or Internet Banking Service would be required to provide correct information by the user. In the event of any inaccuracy in this regard, the funds may be transferred to incorrect accounts. In such cases, the Customer shall not hold the Bank responsible in any manner in the said transaction(s) and the Customer's sole recourse in this regard shall be with the beneficiary of the transaction.
- 7.5 The technology for enabling the transfer of funds and other services offered by PBL could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may also be possible that the website of the Bank may require maintenance and during such time it may not be able to process the request of the Customers. This could result in delays in

the processing of instructions or failure in the processing of instructions and other such failures and inability.

- 7.6 The Customer understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honor any Customer instruction for whatsoever reason. The Customer understands and accepts that the Bank shall not be responsible for any of the aforesaid risks and the Bank shall disclaim all liability in respect of the said risks.

8. Unauthorized/Fraudulent Activities:

- 8.1 The Customer shall take all necessary precautions to prevent unauthorized and illegal use of Mobile or Internet Banking and unauthorized access to the Accounts provided by Mobile or Internet Banking.
- 8.2 If Customer notices any unauthorized transactions in his/her account, he/she must change the Password immediately and must notify the Bank without any loss of time.
- 8.3 The User should check the Statements for all of his/her accounts for any unauthorized transaction. In case of any discrepancy, the User should immediately inform Pubali Bank Limited in writing otherwise it is to be considered as correct.
- 8.4 The Bank will not be responsible for any transaction in cases of Joint Account Holders (operating in either or survivor mode), where a transaction made by one account holder is not in agreement with the other joint account holder.

9. Precautionary Note:

In order to prevent unauthorized transaction through Mobile or Internet Banking Service, Users are advised to strictly maintain the following:

- 9.1 The password should not be written anywhere.
- 9.2 User should make sure that no one is physically watching his/her passwords when he/she is Logging in.
- 9.3 It is important to 'Log out' after completing his/her Mobile or Internet Banking session.
- 9.4 User should not leave his/her PC unattended with the browser running with a valid User Name and Password cached as in such case anyone can gain access to the Account.
- 9.5 User should not choose Save Password options for any Auto Form fillers at any Public PC or the PC which is not owned by him/her.
- 9.6 Avoid using Mobile or Internet Banking services at any public network (e.g.: Cyber Café, Public WIFI), Otherwise PBL is not liable for any incident of System Hack, Intrusions, Account Hack or System infection of Malwares or Virus occur.

10. Applicable Law:

- 10.1 This agreement is subject to the provisions of all applicable operating circulars of Bangladesh Bank, PBL and any other applicable provisions of laws of the land.
- 10.2 This agreement shall be binding upon the parties hereto and their respective legal representatives, successors and assigns.
- 10.3 If any provision of the Agreement is found to be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions of this Agreement.
- 10.4 Pubali Bank Limited will be at liberty to take/initiate legal action before competent authority for any loss arising out of violation of terms & conditions written in this instrument.

11. Anti Money Laundering:

- 11.1 User should agree and confirm that he/she will not use this Digital Banking facility for money laundering, terrorist financing, illegal, unlawful purpose etc.
- 11.2 User shall fully comply with the laws related to the money laundering & terrorist financing and shall not use the Digital Banking services for any terrorism, proliferation financing or anti-state activities.

- 11.3 Pubali Bank Limited reserves the right to demand explanation from the User regarding any matter pertaining to money laundering law of the country.

12. Service Software & Hardware Requirements:

- 12.1 User is solely responsible for the maintenance, installations and operation of User's computer and for the software used in accessing Mobile or Internet Banking.
- 12.2 Pubali Bank Limited shall have no responsibility if the Mobile or Internet Banking System does not work properly due to the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operating errors, severe weather, earthquakes, floods and strikes, or other labor problems.
- 12.3 Pubali Bank Limited will not be held responsible for any computer virus that affects customer's computer or the software while using Mobile or Internet Banking or by accessing Mobile or Internet Banking through the World Wide Web (WWW).
- 12.4 PBL also will not be liable for any malfunction of the third party software, like Internet Explorer etc. used by the Customer.

13. Proprietary Rights:

- 13.1 The User acknowledges that the software underlying the Mobile or Internet Banking as well as other Internet related software which are required for accessing Mobile or Internet Banking is the legal property of the respective vendors.
- 13.2 The permission given by Pubali Bank Limited to access Mobile or Internet Banking will not convey any proprietary or ownership rights in such software.
- 13.3 The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Mobile or Internet Banking or create any derivative product based on the software.
- 13.4 Further thereto, you shall not insert a hyperlink on this web site or the services herein or mirror" or frame the same or any portion thereof on any other web site(s) or servers.

14. Changes/Amendments of the Terms:

- 14.1 PBL shall have absolute discretion to change, amend, supplement or delete any of the Terms at any time and will endeavor to give prior notice for such changes wherever feasible. Such change to the Terms shall be communicated to the Customer through its website, newspaper or any other mass media, email, letter etc.
- 14.2 By continuing to use any existing or new services as may be introduced by PBL, the Customer shall be deemed to have accepted the changed Terms.

15. Disclosure of Information:

- 15.1 The Customer agrees that PBL may hold and process his Personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the Mobile or Internet Banking as well as for analysis, credit scoring, marketing and reports required for Bangladesh Bank or any other regulatory body.
- 15.2 The Customer also agrees that PBL may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, for fraud prevention purposes or to regulatory bodies for their requirements.

16. Non-Transferability:

The grant of Mobile or Internet Banking Service to a Customer is purely personal in nature and not transferable under any circumstance and shall be used only by the Customer.

17. General Notices:

PBL may publish notices of general nature, which are applicable to all Customers, in newspapers or on its web site or through any other media. Such notices will have the same effect as a notice served individually to each Customer.

18. Assignment:

- 18.1 PBL shall be entitled to sell, assign or transfer PBL's right and obligations under the Terms and any security in favor of PBL (including all guarantee/s) to any person of PBL's choice in whole or in part and in such manner and on such terms and conditions as PBL may decide. Any such sale, assignment or transfer shall conclusively bind the Customer and all other persons.
- 18.2 The Customer, his/her heirs, legal representatives, executors, administrators and successors are bound by the Terms and the Customer shall not be entitled to transfer or assign any of his rights and obligations.
- 18.3 PBL may sub-contract and employ agents to carry out any of its obligations under this contract and may assign the rights and delegate the duties under this Agreement to any present or future, directly or indirectly, affiliated company or to any third party for performance.

19. Charges/Fees:

- 19.1 The usage fees/charges for Mobile or Internet Banking will automatically be deducted from Customer's Account without prior notice.
- 19.2 Charges/Fees are subjected to change from time to time at the discretion of the Bank.
- 19.3 Notwithstanding the service charges or transaction fees imposed by the Bank, the customer is further liable for any charges levied by any of network service providers/payee company/corporation and/or any other third party as a result of the use of Mobile or Internet Banking Services by the Customer.
- 19.4 The Bank shall be entitled to levy or impose annual service charges or transaction fees and/or to vary such fees from time to time in respect of the Mobile or Internet Banking Service rendered to the customer as deem fit by the Bank.
- 19.5 The customer hereby authorizes the Bank to debit the customer's account with such fees, commissions and charges.
- 19.6 If balance in the designated Account is insufficient to pay any Mobile or Internet Banking related fees, the bank has the right to debit the fee from customer's account whenever the fees amount is available or by sending a bill to the customer who will be liable to make payment within the specified period. Failure to do so shall result in recovery of the charge/fees in a manner the bank may deem fit along with interest, if any, and/or withdrawal of the Mobile or Internet Banking Service without any liability of PBL.
- 19.7 Customer may also be assessed a fee for certain transactions.

20. Right of Set-Off and Lien:

PBL shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Mobile or Internet Banking extended to and/or used by the Customer.

21. Customer Responsibility:

- 21.1 Customer shall be responsible for all operations authorized through Mobile or Internet Banking. The customer shall be responsible for the proper and authorized use, confidentiality and security of the passwords for the website access to each account, and take every possible care to prevent unauthorized use of the password for the account.
- 21.2 The Customer irrevocably and unconditionally authorizes PBL to access all his/her Account(s) for effecting banking or other transactions performed by the Customer through the Mobile or Internet Banking.

- 21.3 The Customer is responsible for the correctness of information supplied to PBL for use of the Mobile or Internet Banking. PBL accepts no liability for any consequences whether arising out of erroneous information supplied by the Customer or otherwise.
- 21.4 If the Customer notices an error in the information supplied to PBL either in the registration form or any other communication, he/she shall immediately advise PBL in writing so as to allow PBL to correct the error wherever possible on a "reasonable efforts" basis.
- 21.5 Illegal or improper use of the Mobile or Internet Banking shall render the Customer liable for payment of financial charges as decided by PBL or will result in suspension of the operations through the Mobile or Internet Banking. Any penalties levied by any regulatory authority with regard to the Customer's use of Mobile or Internet Banking Services shall be purely to the Customer's sole account.
- 21.6 The customer acknowledges that the password is only for verification of authenticity of communications made in the name of the customer through PBL website access to the account, and not for the propose of detecting errors in communications, and any such communications shall be deemed to those of the customer. The customer shall be responsible for all instructions initiated or originating by use of the password.
- 21.7 The customer irrevocably authorizes PBL:
 - 21.7.1 To act on all instructions given or apparently given through PBL website access to an account in the name of the customer.
 - 21.7.2 If the customer gives instructions contrary to these conditions or otherwise, PBL may at its discretion without advance notice to the customer and without affecting other rights of PBL:
 - 21.7.2.1 Refuse those instructions
 - 21.7.2.2 Suspend or stop access to the account for any period of time.
- 21.8 Customer should obtain printed copy of the account statements at frequent intervals for reconciliation purposes.
- 21.9 Customers clearly understand that if the mobile phone used for verification or the mobile number registered with us is lost, stolen or goes out of actual control of customers, this might result in leakage of identity verification information and loss of customers' funds.

22. Pubali Bank's Responsibility:

- 22.1 PBL shall be responsible for performing services expressly provided for in this Agreement and shall not be liable for any error or delay so long as PBL has acted in accordance with the terms and conditions hereof.
- 22.2 While PBL shall endeavor to carry out the instructions promptly, it will not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law.
- 22.3 PBL shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly from any error, delay or failure in performance or any of its obligations hereunder which is caused by Fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstances beyond the control of the bank.
- 22.4 PBL do not accept the responsibility for any loss the customer or anybody else may suffer because any instructions or information the customer sent to PBL in error, fail to reach PBL or are distorted.
- 22.5 Customer agrees that, except as expressly stated herein, there is no warranty or merchantability, no warranty of fitness for a particular purpose, and no warranty of any kind, express or implied, regarding any aspect of Mobile or Internet Banking.
- 22.6 In the event of the Customer's Account receiving an incorrect credit be reason of a mistake, PBL shall be entitled to reverse the incorrect credit at any time whatsoever without prior notice to the Customer. The Customer shall be liable and responsible to PBL and shall accept PBL's instructions without raising questions for any unfair or unjust gain obtained by the Customer.

23. Indemnity:

- 23.1 In consideration of PBL providing Mobile or Internet Banking Service to the Customer, the Customer shall indemnify and hold PBL, including its officers, employees and agents, indemnified against all losses and expenses on full indemnity basis which PBL may incur, sustain, suffer or is likely to suffer in connection with PBL's execution of the Customer's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of PBL's providing a service through Mobile or Internet Banking or any action taken or omitted to be taken by PBL, its officers, employees or agents, on the instructions of the Customer.
- 23.2 PBL shall not be liable for any unauthorized transactions occurring through the Mobile or Internet Banking and the Customer hereby fully indemnifies and holds PBL harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

24. Termination of Mobile or Internet Banking:

- 24.1 The User may request for termination of the Mobile or Internet Banking at any time by giving a written notice of at least 15 business days to Pubali Bank Limited. The termination shall take effect on the completion of the fifteenth day.
- 24.2 PBL may withdraw or terminate the Mobile or Internet Banking Service at any time either entirely or with reference to a specific service without any prior notice and without having to assign any reason whatsoever, or in case of breach of terms by the Customer; or if the bank learns of the death, bankruptcy or lack of legal capacity of the Customer.
- 24.3 Any Transaction made within these 15 business days should be deemed to have been done by customer.

I/We hereby acknowledge that I/we have read and understand the aforesaid terms and conditions and risk involved in **Mobile or Internet Banking Service** and **agree** to comply with them.