



Terms and Conditions - UPAY Services

JANUARY, 2019

Upay Department

UNITED COMMERCIAL BANK LIMITED | UCB.COM.BD | UPAYBD.COM

A. Introduction

1. These terms and conditions ("Terms") apply to and regulate your use of United Commercial Bank Limited's (the "Bank's") or UCB' Upay Service. The Upay Service allows you to request (via a "Transaction Request"), using the UCB's Upay Customer App ("Application"), that the Bank carry out a transaction ("Upay Transaction") to pay an amount specified by you ("Purchase Amount") from your UCB bank or credit card or a Upay digital wallet account to your merchant ("Merchant") when you buy any good(s) or service(s) from that merchant.
2. In order to browse, use and/or access the Upay Site/Apps and/or the Services you are required to agree to, comply with and be bound by the following terms and conditions. You will be deemed to have accepted these terms and conditions by browsing, viewing, accessing and/or using the Site/Apps and/or the Services offered on the Apps.
3. If you disagree with any part of these terms and conditions, please do not continue to browse, use and/or access the Apps/Site and/or the Services.
4. In addition to these, there may be additional terms and conditions which apply to individual Services which you will be deemed to have accepted if you register for such Services.
5. In order to access/use or continue to access/use the Apps/Site and/or certain Services, you may be required to provide certain personal information. You agree to provide true, accurate, updated, and complete information when registering at the Site or for such Services.
6. You agree that you are solely responsible and liable for (and that Upay has no responsibility to you or to any third party for) any breach of your obligations under these terms and/or conditions and for the consequences (including any loss or damage which Upay may suffer) for any such breach.
7. The Upay Service allows you to request for the following types of Upay Transactions to be carried out:
 - o Transactions where you can buy good(s) or service(s) from a physical or an online merchant by directly debiting your bank or credit card account at UCB or by directly debiting your Upay virtual wallet or by means of a Upay Digital Cheque.
 - o Transactions where you can fund your Upay virtual digital wallet or a digital cheque by debiting your bank or credit card account at UCB and from other Bank using EFT, NPSB network.
 - o Transactions where your purchase authority is identified through a unique two-dimensional secured barcode generated by the Application ("QR Code") ("QR Transactions") with or without in conjunction of a secured One Time Password ("OTP") or such other means as prescribed by the Bank.

The term " Upay Service" shall be deemed to include any notifications, communications or services referred to in these Terms and/or any services, functions and features made available through such part of the Upay Services as relates any Upay Transaction.

8. The Upay Service is provided as part of UCB's latest Digital Banking Services, and accordingly these Terms are in addition to and shall be read in conjunction with:
 - o The UCB Terms and Conditions governing Electronic Banking Services (and any reference to the relevant Electronic Banking Service in the UCB Terms and Conditions governing Electronic Banking Services shall include a reference to the Upay Service) provided that in the event of any conflict or inconsistency, these Terms shall prevail over the UCB Terms and Conditions governing Electronic Banking Services to the extent of such conflict or inconsistency;
9. You must accept and agree to these Terms before you are able to use the Upay Service. By accepting and agreeing to these Terms, you acknowledge and agree that you have successfully opted-in for the Upay Service and will be able to perform the above services without the need for transaction signing (to secure and authorize transactions). Upon successfully opting-in for the Upay Service, you will be notified by SMS and/or email. To use the Upay Services, you will need to:

- Be Customer of UCB or any other Bank.
- Have installed the Upay Application on your mobile phone with your mobile number registered with the Bank or other bank.
- Have a valid and active Taka current or savings or credit card account with UCB or any other Bank ("Account");
- Verify your Upay wallet through UCBL or other bank account as per process.
- Have a valid NID/or SMART CARD; and
- Provide the image of your valid NID/SMART card during registration.
- Provide same identification number (either NID number or SMART Card number) during registration which is already captured in banking system.
- You can change your wallet static data as per Bank's prescribed process.
- Comply with this Terms.

B. QR Transactions

10. Where the relevant Upay Transaction is a QR Transaction, the Terms and Conditions for Registration for the UCB Upay via QR Service will additionally apply. There is no further T&C for registration.

C. Miscellaneous

11. You are responsible to verify the authenticity of the recipient(s) and the nature of the transaction(s) before doing any transaction using Upay. You are also responsible to verify the accuracy and to be careful about entering 'Receiver Upay Wallet Number', 'Merchant Account Number' 'Amount', 'Upay One Time Password', "Upay Password", and other information relating to your Upay Digital Wallet Account transactions. You must never share your 'Upay Password', 'Upay One Time Password' or any other information of a secure nature with anyone. Upay provides a secure transaction platform only, and will not be liable in any way for any human error, misrepresentation or fraudulent activity arising from use of the Upay Products and Services.
12. You are responsible for ensuring, and you warrant, the truthfulness, accuracy and completeness of all information provided in respect of such Transaction Request, including but not limited to the Recipient's contact details.
13. Once a Transaction Request has been submitted, you will not be able to withdraw, cancel or make any changes to such Transaction Request.
14. The Bank shall be entitled, at its absolute discretion, to reject or refuse to accept or process or to cancel any Transaction Request or Upay Transaction and shall not be required to give any reason for the same.
15. In relation to each Upay Transaction:
- You hereby instruct and authorize the Bank to debit your Account and transfer the purchase Amount to the designated merchant's account:
 - Linked to the QR Code (in the case of a QR Transaction) or such other means prescribed by the Bank from time to time.
 - You acknowledge and agree that the Bank need not process the Upay Transaction or transfer the Purchase Amount if there are insufficient funds in your Account.
 - The Bank shall, based on the manner of notification selected by you pursuant to paragraph 10, notify you were:
 - the Purchase Amount has been successfully transferred to the bank account designated by the Merchant;
 - Following the provision of the correct QR Code by yourself (where applicable), the Purchase Amount has not been credited, or has failed to be credited to the bank account designated by the Merchant (i.e. the relevant Upay Transaction is unsuccessful).
 - If a Upay Transaction is unsuccessful (as determined pursuant to paragraph 9) but the Purchase Amount has been debited from your Account, the Bank shall, where the Bank is in possession of the Purchase Amount or upon receipt by the Bank of the

Purchase Amount, arrange for the Purchase Amount to be credited back to your Account. For the avoidance of doubt, you will not be entitled to receive any interest in respect of the Purchase Amount.

16. Save for notifications sent in connection with you successfully opting-in for the Upay Service, you may choose the manner in which you receive notifications in relation to Upay Transactions, whether by (i) SMS, (ii) email, or (iii) both SMS and email. Unless you have chosen otherwise, the Bank will send notifications in relation to Upay Transactions to you by both SMS and/or email. All notifications to be sent to you under these Terms:
 - o By SMS will, if you have a valid mobile number registered with Upay, be sent to such valid mobile number; and
 - o By email will be sent to your valid email address registered with Upay.
17. You acknowledge and agree that, for the purposes of the Upay Service, the Application will be accessing and using the information in your Bank (i.e. UCB) and/or the contact details stored in your mobile phone, and you hereby consent to the Bank and authorize the Bank accessing and using such information for the provision of the Upay Service.
18. The Bank reserves the right to impose charges and to revise at any time such charges for the use of the Upay Service and/or the Application upon providing notice in Upay Site & Apps from time to time. Such charges or revisions shall take effect from the date stated in the notice. When you continue to use the Application or submit any Transaction Request after such notification, you shall be deemed to have agreed to and accepted such charges or revisions to such charges.
19. The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the Upay Service or in relation to the processing of or any other matter relating to any Transaction Request or Upay Transaction. Without prejudice to the foregoing, the acceptance by the Bank of your submission of a Transaction Request does not amount to a representation or warranty by the Bank that it will, and does not impose any obligation on the Bank to, process the Upay Transaction or transfer the Transfer Amount to the Recipient and the Bank does not represent or warrant that:
 - o The Upay Service will meet your requirements;
 - o The Upay Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time; or
 - o Your use of the Upay Service or the Bank's processing of any Transaction Request or Upay Transaction will be uninterrupted, timely, secure or free of any virus or error.
20. You acknowledge and agree that, to the extent permitted under applicable law, the Bank shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:
 - o The provision by the Bank of or your use of the Upay Service and/or the Application;
 - o The processing of any Transaction Request or Upay Transaction;
 - o Any Upay Transaction being unsuccessful or considered as unsuccessful or any Transfer Amount not having been transferred to the Recipient's designated bank account or transferred to a recipient other than the intended Recipient, whether or not arising from:
 - Your negligence, misconduct or breach of any of these Terms (including as a result of inaccurate information being provided by you); or in the printed version there should be indent.
 - Any failure, refusal, delay or error by any third party or third party system, equipment or device (including Bangladesh Bank's BEFTN/RTGS & NPSB payment systems) through whom or which any Upay Transaction is made;
 - o Any use of your mobile device(s) or any security procedure which is rejected by a merchant or any mobile device used to process a QR Transaction;

- Any malfunction, defect or error in any mobile device used to process a QR Transaction, or of other machines or systems of authorization or the inability of any mobile device, machine or system to accurately, properly or promptly transmit, process or store any data;
 - Any unauthorized access and/or use of your mobile phone, the OTP (in respect of OTP Transactions) or the Application;
 - The use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data:
 - Relating to you and/or any Merchant;
 - Transmitted through your use of the Upay Service and/or the Application; and/or
 - Obtained through your use of the Upay Service and/or the Application;
 - Any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or
 - The suspension, termination or discontinuance of the Upay Service.
21. To the extent that any of the limitations set out above are not permitted by law, the Bank's liability to you arising from or in respect of each Upay Transaction, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to the Bank's provision of the Upay Service and/or the Application and/or under or relating to these Terms shall not exceed the value of such Upay Transaction.
22. The Bank shall be entitled to exercise any of its rights and remedies under the UCB Terms and Conditions governing Electronic/Digital Banking Services (including the right to withdraw, restrict, suspend, vary or modify) whether in whole or in part.
23. The Bank, at its discretion, impose limit on the transaction amount through the Upay. Bank has the discretion to increase or decrease the transaction limit.
24. Bank will not be responsible if you give your login information or phone to any other person and they carry out transactions with your login information or phone without your permission.
25. You should Notify or inform Bank immediately if you find that -
- Your Upay Mobile Application Activated phone is stolen or lost.
 - Your account has been accessed by anyone unauthorized
 - There had been any unauthorized transaction or error in your account activity or transaction history
 - Any other suspicious activity or transaction in your account.
26. You should maintain the security of your Upay account by controlling and making sure that all IDs, passwords, security questions & its answers, PINs or other codes that you use for accessing Upay services are secured and not revealed to any other person.
27. You are authorize/permitted to change/or reset your login password once you forget password. In such case, you are responsible to create new password by providing the right answer of the security questions which you have set during registration or after 30th September 2018.

Information provided in your Upay Application form, also authorizes the Bank to update same information in all other system of the Bank.

D: Indemnity

28. You agree to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard shall be payable by you to the Bank.

E: Termination/ closure of wallet account

We may, in our sole and absolute discretion without liability to you or any third party, terminate your use of one or more Services or access to wallet for any reason, including but not limited to the circumstances listed below:

- a) we are required to close the wallet account by law or regulation; or
- b) we reasonably suspect that you've given us false information, which was a significant factor in our decision to activate your account (or to continue to provide it to you); or
- c) we reasonably suspect that your account is being used, or is planned to be used, for an illegal purpose; or
- d) we reasonably suspect that your account is used, or is planned to be used, for taking any unethical advantages of campaigns/offers etc. of Upay; or
- e) you have committed a serious breach of these terms and conditions or have repeatedly breached the terms and conditions; or
- f) you haven't provided us with information we have requested about your identity or liability for tax; or
- g) you've used your account for a purpose for which it was not meant for; or
- h) if we reasonably consider that by continuing with this account we may break an applicable Law of Peoples Republic of Bangladesh; or
- i) we reasonably consider that any activity through your wallet may Jeopardise Bank's interest.

Upon termination of your use of the Services or wallet access, you remain liable for all Payment Transactions, Wallet to Wallet Payments and any other obligations you have incurred under these Terms of Service. Upon termination, we have the right to prohibit your access to the Services, including without limitation by deactivating your username and password, and to refuse future access to the Services offered by Upay Digital Payment System.

I hereby acknowledge that I have read and understand the terms and conditions for Upay Payments (Upay) Service for Payers and the risk involved in Upay Payments (Upay) Service for Payers operation and further declare and affirm that by signing below, I apply for the United Commercial Bank Limited Upay Payments (Upay) Service for Payers subject to the aforesaid terms and conditions. I also authorize the bank to update relevant information of my UCB account maintained with the Bank as per the information provided in this form.

** General Conditions apply*

Specimen Signature of Applicant and Date

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