

**(Please read these Terms & Conditions carefully)**  
**Applicability of Terms**

These **Terms & Conditions** form the contract between the Client using the Unet Enterprise Banking service and United Commercial Bank Ltd (UCB). By applying for Unet Enterprise Banking service and accessing the Unet Enterprise Banking service, the Client acknowledge and accepts these **Terms & Conditions**. These **Terms & Conditions** will be in addition to the terms and conditions relating to any account of the Client.

**1. Application for Unet Enterprise Bank**

1.1 These Terms & Conditions form the contact between the Client and UCB for using Unet Enterprise Banking service. The Client shall have to apply in the prescribed form for use of Unet Enterprise Banking service. UCB at its sole discretion may accept or reject any such applications.

1.2 By applying for Unet Enterprise Banking service for the first time, the Client acknowledges and accepts these Terms & Conditions. Notwithstanding anything contained herein, all Terms & Conditions pertaining to the accounts shall continue to apply.

1.4 UCB may advise from time to time internet software such as Browser, which are required for using Unet Enterprise Banking service. There will be no obligation on United Commercial Bank Ltd. to support all the versions of this internet software.

**2. Unet Enterprise Banking Service**

2.1 Through Unet Enterprise Banking UCB shall endeavour to provide to the Client services such as enquiry about the balance in the Client's Account(s), type of assistance to the Client, details about transactions, statement of Account, Request for transfer of funds and such other facilities as UCB may decide to provide from time to time. These facilities shall be offered in a phased manner at the sole discretion of UCB. UCB May also make additions/deletions to the services offered through Unet Enterprise Banking at its sole discretion. The availability / no availability of a particular service shall be advised through email, web page of UCB, or written communication or through any other suitable means

2.2 The information provided to the Client through the Unet Enterprise Banking Service is not updated continuously but at regular intervals. Consequently, any information supplied to the Client through Unet Enterprise Banking Services will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Client. UCB shall not be liable for any loss, damage of reputation that the Client may suffer by relying on or acting on such information.

2.3 As part of the Unet Enterprise Banking Services, UCB may provide the Client access to data / information/ report compiled / provided by a third party. UCB does not give any representation or warranty as to the accuracy / veracity of such data / information / reports. Further, the Client shall not disseminate, publish or circulate such data / information / report or any part thereof without the prior consent of UCB. UCB may keep its records of the transactions in any form it wishes. In case of any dispute, UCB's records shall be binding as the conclusive and final evidence of the transactions carried out through Unet Enterprise Banking in the absence of any concrete proof to the contrary.

2.4 Any request for any service, which is offered as a part of Unet Enterprise Banking, shall be binding on the Client as and when UCB receives such a request.

2.5 If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation from the CLIENT, the bank should not be held responsible for the same.

2.6 In the case of any request for a service relating to any foreign currency transaction made by the Client, the exchange rate, the rate at which the transaction is given effect to would be the effective rate for all intents and purposes.

2.7 UCB shall take all reasonable care to ensure the security of and to prevent unauthorized access to the Unet Enterprise Banking using technology reasonably available to UCB.

2.8 The Client shall ensure that Unet Enterprise Banking or any related service is not used for any purpose which is illegal, or which is not authorised in these Terms and Conditions or which is improper.

**3. Unet Enterprise Banking Access**

3.1 The Client would be allotted a Unet Enterprise Banking User-Id and secret Password by UCB. In the first instance, the Client will be required to change the password assigned by UCB on accessing Unet Enterprise Banking for the first time. As a safety measure the Client should change the Password as frequently thereafter as possible.

3.2 In addition to User-Id and Password, UCB may at its discretion, advise the Client to adopt such other means of authentication including but not limited to digital certification and / or smart cards.

3.3 The Client shall ensure that he/she shall not use the facilities provided as a part of the Unet Enterprise Banking Service to attempt to access information stored in the computers of UCB that pertains to accounts of a third party with UCB or any transaction between UCB and any third party without the prior consent of UCB and such third party.

3.4 Any unauthorised use of Unet Enterprise Banking Services by the Client shall be dealt under the appropriate laws of the country. UCB shall not be responsible for any third person hacking into the Client's account.

**4. Password**

4.1 The Client shall be solely responsible for maintaining confidentiality and secrecy of the Unet Enterprise Banking User-Id and password. UCB shall not be responsible in anyway, either directly or indirectly, for the leakage/loss of the User-Id & Password and thereafter the misuse by third parties.

4.2 The Client understands and agrees that the Password is for the purpose of verifying the authenticity of the transactions undertaken by the Client and shall have the same effect as the specimen signature of authorised signatory of the Client and the Client shall be bound by the transactions initiated by use of Password.

4.3 If the Client forgets the User-Id and/or Password of Unet Enterprise Banking, the Client can request for change of the Password by sending a duly authorised written request to UCB. The selection of a new Password and/or the replacement of Unet Enterprise Banking User-id shall not be construed as the commencement of a new contract.

#### **5. Minimum Balance and Charges**

5.1 The Client Shall maintain, at all times, such minimum balance in ACCOUNT(S), as UCB may stipulate from time to time. UCB may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation, UCB may levy service charges for use of Unet Enterprise Banking which will be notified by UCB to the Client from time to time. Any charges in such service charges will also be notified to the Client. The Client authorises UCB to recover all charges related to Unet Enterprise Banking as determined by UCB from time to time by debiting one of the Client's ACCOUNTS.

5.2 UCB may withdraw the Unet Enterprise Banking Services, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the Client and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.

#### **6. Funds Transfer**

6.1 The Client is provided Initiator and Approver mode for funds transfer. The Client confirms that it will always keep confidential the log-in IDs and Password at all time and ensure that the log-in IDs & passwords will not be disclosed to third party.

6.2 The Client shall not use or attempt to use Unet Enterprise Banking for funds transfer without sufficient funds in the relative Account or without a pre-existing arrangement with UCB for the grant of an overdraft.

6.3 UCB will endeavour to effect such funds transfer transactions received through Unet Enterprise Banking provided there are sufficient funds available in the ACCOUNT. UCB shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of UCB.

6.4 If fund transfer is made available to the Client, it may be used for transfer of funds from the ACCOUNT of the Client to other accounts belonging to third parties maintained with UCB. Only such User who has been specifically authorised by the Client in this behalf shall operate the fund transfer facility. Such user will be allowed to transfer funds using Unet Enterprise Banking in accordance with the mandate / resolution submitted by the Client. However, UCB shall be entitled to impose limits on the amount of funds that may be transferred through use of Unet Enterprise Banking services. UCB will notify such limits to the Client.

6.5 For fund transfer and fund transfer dispute, UCB shall always follow the guidelines of the Central Bank

#### **7. CHARGES:**

7.1 UCB reserves the right to change and recover from the Client Service Charges, as may be fixed time to time. The Client hereby authorizes UCB to recover such charges from its account(s). Please refer to UCB's Charges Schedule for specific charges information.

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

#### **8. Authority to United Commercial Bank Ltd.**

8.1 Access to the Banking Transactions in the ACCOUNT (s) are permitted through Unet Enterprise Banking by UCB only after due authorization of the user nominated by the Client on its behalf by any means including Unet Enterprise Banking User-Id and Password. The Client grants express authority to UCB for implementing the instructions given by the Client. UCB shall have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the Client through Unet Enterprise Banking or purporting to have been sent by the Client via Unet Enterprise Banking other than by means of verification of the Unet Enterprise Banking User-id and Password.

8.2 The display or printed output that is produced by the Client at the time of operation of Unet Enterprise Banking is a record of the operation of the internet access and shall not be construed as UCB's record of the relative transactions. UCB's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes.

#### **9. Accuracy of information**

9.1 The Client is responsible for the correctness of information supplied to UCB through the use of Unet Enterprise Banking or through any other means such as electronic mail or written communication. UCB accepts no liability for the consequences arising out of erroneous/wrong information supplied by the Client.

9.2 If the Client suspects that there is an error in the information supplied to UCB, by him/her, he/she shall advise the same to UCB. UCB will endeavour to correct the error wherever possible on a 'best efforts' basis.

9.3 If the Client notices an error in the account information supplied to him through Unet Enterprise Banking or by the use of any of the Unet Enterprise Banking services, he/she shall advise UCB as soon as possible. UCB will endeavour to correct the error promptly.

## **10 Liability of the Client and United Commercial Bank Ltd.**

10.1 The Client hereby acknowledges and understands the inherent risk of using Unet Enterprise Banking and availing the Unet Enterprise Banking Services and accordingly shall take all necessary precautions at his/her end to safeguard him/her from such risk. UCB shall not be held liable in any form whatsoever if the Client suffers any loss or damages due to such inherent risk of Unet Enterprise Banking service unless such loss or damage is caused due to willful negligence of the Bank.

10.2 UCB shall under no circumstances be held liable if Unet Enterprise Banking access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the reasonable control of UCB. Under no circumstances shall UCB be liable for any loss / damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Client or any other person except where the damage caused can be solely attributed to willful negligence of UCB.

## **11. ANTI MONEY LAUNDERING**

11.1. The Client agrees and confirms that he/she will not use this Unet Enterprise Banking facility for money laundering or any other illegal, unlawful purpose or violate any law related to the money laundering.

11.2. UCB reserves the right to demand explanation from the Client regarding any matter pertaining to violation of money laundering/any other law of the country.

## **12. Indemnify**

12.1 The Client shall hold UCB harmless against any loss suffered by UCB or its customers of a third party or any claim or action brought by a third party which is in any way the result of the improper use of Unet Enterprise Banking by the CLIENT or breach of these Terms and Conditions by the Client.

## **13. Disclosure of Client Information**

13.1 The Client agrees that UCB may hold and process his information on computer or otherwise in connection with Unet Enterprise Banking services as well as for statistical analysis and credit scoring. The Client also agrees that United Commercial Bank Ltd. may disclose, in strict confidence, to other institution or governmental authorities, such information of the Client as may be reasonably necessary for reasons inclusive of but not limited to the following.

- for 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
- request by any authority duly empowered under law

## **14. Bank's Lien**

14.1 UCB shall have the right of set-off and lien, respective of any other lien charge, present as well as future on the deposits held in the Client's Primary Account and / or secondary 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 Unet Enterprise Banking service extended to and / or used by the Client.

## **15. Proprietary Rights**

15.1 The Client acknowledges that the software underlying the service as well as other internet related software which are required for accessing Unet Enterprise Banking are the legal property of UCB/the respective vendors of UCB. The permission given by UCB to access Unet Enterprise Banking will not convey any patent copyright, licence, proprietary or ownership rights in the above software to the Client.

The Client shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Unet Enterprise Banking or create any derivative product based on the software.

## **16. Change of Terms and Conditions**

16.1 UCB has the absolute discretion to amend or supplement these Terms and Conditions at any time and will endeavor to give prior notice of fifteen days for such changes. UCB may introduce new services or may discontinue any feature of the Unet Enterprise Banking service at its absolute discretion from time to time. The existing/ availability of the new functions will be notified to the Client as and when they become available. The changed terms and conditions applicable to the new feature of Unet Enterprise Banking services shall be communicated to the Client. By using these new features/services, the Client agrees to be bound by the changed Terms and Conditions. Any modification in these terms and conditions notified on the web site through which Unet Enterprise Banking is made available, shall be deemed to be notified to the Client.

## **17. Procedure for changing Users**

The Client can revoke the authority of an existing User, change his/her User Access Profile/authorize a new user by giving a resolution / mandate in the format prescribed by UCB. However, all the Terms and Conditions herein shall continue to apply. In case a user leaves the services of the Client, the Client shall immediately notify UCB to disable the user access, giving UCB reasonable time to do so.

#### **18. Non-Transferability**

The grant of facility of Unet Enterprise Banking to a Client is not transferable/assignable under any circumstances.

#### **19. Termination of Unet Enterprise Banking**

19.1 The Client may request for termination of the Unet Enterprise Banking Services any time by giving a written notice of at least 15 days to UCB. The Client will remain responsible for any transactions made on his/her ACCOUNT (S) through Unet Enterprise Banking prior to the time of such cancellation of the Unet Enterprise Banking services. UCB reserves the right to discontinue all or any of the Unet Enterprise Banking services to all or any of the Clients at any time without assigning any reason and without being liable for any loss/damage/cost of any nature whatsoever to the Client

Clause 12 shall survive the termination of this agreement for any reason whatsoever.

#### **20. Notice**

20.1 UCB and the Client may give notices under these Terms and Conditions:

- Electronically to the mailbox of either party. Such notices will be regarded as being in writing.
- In writing by delivering them by hand or by sending them by post/courier service to the last address given by the Client and in the case of UCB, to the above mentioned address.

20.2 In addition, UCB may also publish notices of general nature, which are applicable to all Clients of Unet Enterprise Banking on its web site. Such notices will have the same effect as a notice served individually to each Client.

#### **21 Governing Law**

21.1 These Terms and Condition and/or the operations in the accounts of the Client maintained by UCB, and/or the use of the services provided through Unet Enterprise Banking will be governed by the laws of the Bangladesh and shall be subject to exclusive jurisdiction of courts and Bangladesh.

21.2 UCB accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Peoples Republic of Bangladesh. The mere fact that the Unet Enterprise Banking service can be accessed through internet by a Client in a country other than Bangladesh shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the operations in the accounts of the Client and/or the use of Unet Enterprise Banking.

#### **22 General**

22.1 The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The Client shall not assign this agreement to anybody else. UCB may sub-contract and employ agents to carry out any of its obligations under this agreement.

22.2 These Terms and Conditions contain entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and UCB for Unet Enterprise Banking Services. The Client acknowledges that it has not relied on any representations made by UCB or any of its employees or agents and has made its own independent assessment of Unet Enterprise Banking. No Third party will have any rights or claims under these Terms and Conditions.

#### **23. Disclaimer**

23.1 It is the understanding that the Client shall make use of the Unet Enterprise Banking facility inter alia for carrying out valid and legal transactions and shall in no way violate the provisions of law in force from time to time. The Client shall be responsible for all of any such violation including any money laundering both attempted or otherwise. It is the understanding of UCB and the Client that all the transaction embeds out by the Client should be treated to be the valid transactions and shall not be disputed. The Client expressly agrees that use of the Website and the Mobile Application is at its sole risk. The Website and the Mobile Application are provided on an "as is" and "as available" basis. Except as warranted in the Terms and Conditions, UCB expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the Online Services. UCB does not warrant that access to the Website and the Online Services will be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use of the Services or as to the accuracy or reliability of the Online Services. UCB makes no warranty regarding the Transactions entered into through the Website and/or the Mobile Application. UCB will not be liable for any virus that may enter the Client's system as a result of the Client using the Online Services. UCB does not guarantee to the Client or any other third party that the Online Services would be virus free.

#### **24. BREACH OF TERM & CONDITIONS:**

The client must compensate UCB for any loss that occurs as a result of his/her breaching any clause of these terms and Conditions.

#### **25. PERCAUTIONARY NOTE:**

25.1 In order to prevent unauthorized transaction through Unet Enterprise Banking Service, Clients are advised to strictly maintain the following:

- The Password should not be written anywhere.
- Client should make sure that no one is physically watching my passwords when he/she is Logging in.

It is important to remember to click 'Log out' after completing his/her Unet Enterprise Banking session.

Client should not leave his/her PC unattended with the browser running and a valid user name and Password cached as in such case anyone can gain access to the account.

I/we hereby acknowledge that I/we have read and understand the aforesaid terms and conditions and risk involved in Unet Enterprise Banking operation and agree to comply with them.