

ALTERNATE DELIVERY CHANNELS TERMS AND CONDITIONS

These terms and conditions set out the rights and obligations of the customer (service beneficiary) and the Bank (service provider), in relation to availing related services under Alternate Delivery Channel (hereinafter "ADCS" or "Services") that include Internet Banking, Mobile Apps (DBL GO), Debit Card, unless otherwise amended or notified by the Bank from time to time. In consideration of the Bank agreeing to your (the Customer) request to provide you with the facilities of the ADCS mentioned aforesaid, you agree to use the ADCS (by the Bank) in accordance to these terms and conditions herein.

1. AGREEMENT:

- 1.1. These terms and conditions are intended for you (the customer) availing ADCS and to be regarded as integral part of separate Agreements (Internet Banking, Debit Card, Mobile app) which have already been executed and being exercised by the customer. All other terms and conditions of related Agreement(s) that have not been changed or modified by this Agreement shall remain unchanged. However, if any clause/term/condition gives rise to any confusion or ambiguity, the terms and conditions of this Agreement will prevail, overruling the existing, unless otherwise expressly stated herein.
- 1.2. You agree that you, availing the facilities offered by the ADCS will constitute your agreement and admitting to these terms and conditions and also your acknowledgement of the inherent risks in conducting any transaction and using the Services over the Alternate Banking Channels and that you authorize the Bank to follow/act upon your instructions over telephone/mobile/internet and/or other means, under ADCS terms and conditions herein.
- 1.3. You agree to pay all related fees and charges as may be associated with the use of the Services as per Bank's effective Charge Schedule. Furthermore, you do hereby authorize the Bank to collect, set-off, and/or adjust any such fees or charges from the account or accounts maintained by yourself.
- 1.4. In order to use the ADCS/Services you must meet the following preconditions:
 - 1.4.1. You have to maintain an Eligible Account or assign/mandate a person, authorized to operate an Eligible Account (as per requirement);
 - 1.4.2. You have to apply for ADCS through prescribed Form and must agree to the terms and conditions set out herein;
 - 1.4.3. You have to be registered with the Bank to use the Services and taking all necessary steps that the Bank may advise you to complete the registration process; and
 - 1.4.4. You must comply with the terms and conditions of the Credit Card and Account Agreement.
- 1.5. User Guidance and necessary information in addition to the prescribed terms and conditions on the operation of the Services will be made available at www.dhakabankltd.com. The Bank may notify you from time to time about changes the user guidance of the Services.
- 1.6. The Bank may, at its sole discretion, utilize the services of the external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services, provided to you.
- 1.7. The Bank shall be entitled to suspend or terminate the Services and to vary the Services available through the use of Alternate Delivery Channels or any such service at any time at its sole and absolute discretion without assigning any reason and without prejudice to any of its rights of action for any accidental breach of these terms and conditions by you. Termination will not affect your liability or obligations for the instructions processed by the Bank on your behalf

2. INTERPRETATIONS:

The following terms used shall have the meaning as stated herein, all through this agreement:

- (a) "DBL GO" is a service application to facilitate online banking and account management. This application is made available for all Dhaka Bank Account holders/customer, using Smart Phones from anywhere, all over the country. However, one must have to be 18 years or over to avail DBL Go services and facilities.
- (b) "Designated Electronic Mail Account" means the electronic mail account specified by you, the customer, on the subscription form or upon registration for the Service by such other means and in the absence of such details, any electronic mail account you provided in connection to your use of the Bank's services, or such other electronic mail account which you may designate to the Bank from time to time for purposes of receiving electronic mails in relation to your use of the Services, whatever the case may be.
- (c) "Designated Mobile Number" means the mobile number specified by you, on the subscription form or upon registration for the Service by such other means and in the absence of such details, any mobile number you provided in connection to your use of the Bank's services, or such other mobile number which you may designate to the Bank from time to time for purposes of communications in relation to your use of the Services, whatever the case may be.
- (d) "Eligible Accounts" means the Current account(s) maintained by you with the Bank and/or any other applicable accounts, including but not limited to savings, current, fixed deposit, loan or other accounts as determined by the Bank to be eligible to conduct Transactions on the Account using the Services under the Alternate Delivery Channel.
- (e) "We/Us/Our/Bank" means The Dhaka Bank Limited and includes its successors-in-interest and permitted assignees.
- (f) "You/Your/Customer/User" means you, the customer(s), who applied to use and/or use the ADCS and includes your successors, heirs, legal representatives, administrators, and permitted assignees.

3. e-STATEMENTS and e-ALERTS

- 3.1. All statements and alerts shall be sent to you by the Bank through your designated e-mail address or designated mobile number through SMS. All statements whether sent through e-Statement via e-mail and/or e-Alert via SMS, service or other means of transmission by the Bank to the designated email accounts or designated mobile number for the respective Account shall be deemed/regarded as agreed and accepted by you as correct and authenticated.
- 3.2. You shall fully accept the risk and responsibility of any statements transmitted by the Bank. The Bank does not provide any warranty against any external factors affecting the privacy and/or security of emails during Internet transmission.
- 3.3. Bank have the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the e-Statement Service and/or e-Alert Service without giving any reason or prior notice.
- 3.4. e-Statement Service and e-Alert Service are available to you provided that you have appropriate internet and telecommunication services and equipment. You shall keep such equipment used for e-Statement Service and e-Alert Service secure and shall prevent anyone else from accessing any confidential information.
- 3.5. You shall inform the Bank of any changes in your email address or any request for discontinuing of the service. The Bank shall not be liable or responsible for data corruption, delay and/or interception of the information so given and the Bank reserves the right to update and vary such information from time to time and at any time.
- 3.6. Any information received by your pursuant to the e-Alert Services is for your (and not any other person's) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.
- 3.7. e-Statements shall also be available to you via DBL GO provided you install the application on your mobile phone and register for the services

4. CALL CENTER (PHONE BANKING)

- 4.1. The following services may be available through phone banking:
 - 4.1.1. **Cards Services:**
 - (a) Enquiry about card account balance, last transactions (in relation to the card holder's card account), etc.
 - (b) Request for statement, bill payment, cheque book requisition/activation, contact details update in relation to the card holder's card account.
 - (c) Card bill payment related issues or payment, and
 - (d) Such other type of card services as the Bank may from time to time introduce
 - 4.1.2. **Banking Services:**

Enquiry on account balance, loan queries, last transactions (in relation to the account holder's accounts), exchange rates, etc. transfer funds between any of the accounts as per the request of the account holder. Other Banking services include request for statement, bill payment, cheque book requisition/ activation, stop payment of cheque in relation to the account holder's account and such other types of banking or investment services, introduced by the Bank from time to time introduce.
- 4.2. To enable you to use the Service, the Bank shall assist you to generate a Telephonic Personal Identification Number ("TPIN"), which is generated automatically through Software, as you desire. You shall be solely responsible for proper safety, preservation and control of your TPIN. Your TPIN must not be disclosed to anyone, including your other joint account holder (in the case of joint account), or to a member of our staff, or to someone giving assistance on a service helpdesk or any other representative of the Bank. Without prejudice to the other clauses of these terms and conditions, you shall be liable for all transactions and/or the use of the TPIN with or without your knowledge or consent for whatsoever purpose.
- 4.3. It is your responsibility to ensure that there sufficient funds or prearranged credit facilities in your Account when giving the telephone or other instructions and the Bank shall not be liable for any consequences arising out of the Bank's failure to carry out such instructions due to insufficiency of funds and/or credit facilities.
- 4.4. If in any situation your Account is overdrawn as a result of Transaction conducted using Phone Banking Services, you shall forthwith pay on demand to the Bank, all such sums withdrawn, in excess of available funds together, with interest at the prevailing rate which the Bank charges on such overdraw amounts.
- 4.5. You acknowledge that any information pertaining to your accounts or transactions as reported through the Phone Banking Service may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by the Bank, require verification of the Bank, or are in progress. You agree that the information pertaining to the Service shall not use for any purpose whatsoever be taken as conclusive of your account balance or transaction status.
- 4.6. You acknowledge that any transaction made through the Phone Banking Service shall be undertaken through an Automatic Service Machine. If you become aware of any transaction on any of your accounts that has not been validly authorized by you, you must notify the Bank as soon as reasonably practicable.
- 4.7. All instruction given by you via Phone Banking Services shall be irrevocable, irreversible and unconditional. Thus it is your sole responsibility to provide accurate instructions to the Bank.
- 4.8. The Phone Banking Services are provided for your convenience. Consequently, the Bank shall not be liable for any error, mistake or damage which may arise in relation to the services, information or evidence relating to the use of Phone Banking Services. You shall not raise such error, mistake or damage as proof or evidence, in bringing a challenge or legal action against the Bank.
- 4.9. The Bank shall have the right (but not the obligation) to record your instruction in writing or by tape recording or otherwise. Any recorded instruction shall be final and binding on you. You irrevocably and unconditionally agree that the Bank may at any time refer to the recorded Instruction as evidence in the investigation or legal proceedings against you.
- 4.10. Bank may cancel your right to use the Phone Banking Services at any time without assigning any reason. Such cancellation of your right will not extinguish or affect your accrued liabilities, obligations and undertakings. You may request to terminate the use of Phone Banking Services by notifying the domicile branch of your account in writing and you shall be liable for all transactions until the Bank has terminated the use of Phone Banking Services.

You shall only register one mobile number with the Bank for availing phone banking services. If you use more than one mobile numbers for such services then all your phone Banking services will be cancelled.

5. DIRECT-BANKING (DIGITAL BANKING)

- 5.1. Your use of the Direct-Banking (Digital Banking) Services shall be governed by the Bank's prevailing terms and conditions, available in the Bank's website at www.dhakabankltd.com which forms integral part of these terms and conditions. When you use the Direct-Banking (Digital Banking) Services, you must comply with the terms and conditions and other applicable terms relating to your Account, Banking Services, Third Party Accounts and the terms of the Credit/Debit/Charge Card Agreements. By signing the Subscription/Enrolment Form and/or by using the services, it is declared that you have read and fully understood the terms and conditions and accept the same.
- 5.2. You instruct and authorize the Bank to email you or via paper hard copy (as you desire) the Direct-Banking (Digital Banking) User ID and Password (collectively 'Security Codes') relating to your access to the Direct-Banking (Digital Banking) Services to the Designated Email Address unless you instruct and authorize the Bank to send your Direct-Banking (Digital Banking) Password to a branch of your choice for collection by you or send to your mailing address through courier, according to Bank's procedures and the risk of non-receipt and/or non-disclosure of Security Codes to an unauthorized third party shall be fully borne by you. You also instruct and authorize the Bank to send your Direct-Banking (Digital Banking) One Time Password (OTP) to your Designated Mobile Number, as recorded in core banking system as per your instruction, relating to any fund transfer from your account.
 - 5.2.1. Subject to the Bank's prevailing terms and conditions governing the use of the Services you hereby authorize and instruct the Bank to act on any instructions received through the use of Security Codes and OTP, including but not limited to the transfer of funds (subject to limits as may be imposed by the Bank from time to time) from your account(s) with the Bank (which you are entitled to operate on a single signatory basis) to the third party accounts named under the heading 'Beneficiary Accounts; above, and, to any account which you may designate from time to time, for this purpose under the Bank's prevailing procedures.
- 5.3. We singly or jointly will have authority to do transaction through Direct-Banking as per rule & policy of the Bank:
 - 5.3.1. In case of retail CASA or JOINT account, both mandate or seizing of signature can be changed upon client written request through any Branch and at one go Branch will inform Direct-Banking authority regarding request of mandate or seizing of signature of the respective Account..

5.3.2. I/We singly or jointly do hereby undertake that if any fraud or misconduct occur regarding any transaction through Direct-Banking in that case I/we, do hereby unconditionally, absolutely and irrevocably declare and undertake that I/we will under obligation in case of any loss/damage arises for such transaction, I/we will bear all losses and expenses and the Bank will not be responsible under any circumstances whatsoever and transaction amount interest/charge/costs will be repaid from our own sources.

5.3.3. These Terms and Conditions shall be binding upon and inure to the benefit of us (CASA/Direct-Banking A/c: Holders) and our respective legal representatives, successors and assigns. These Terms and Conditions are not for the benefit of any other person, and no other person shall have any right Against the Bank hereunder.

6. SMS ALERT

6.1. For Push Services, the Bank will use the respective mobile phone operator's text mail service.

6.2. For Pull Service, the Cardholder/Accountholder will be able to obtain a range of financial information related to Credit Card/Account by typing a pre-defined Key Word with a 4-digit PIN as a message in the Designated Mobile Number and then sending this message to a prescribed SMS short code. You shall be solely responsible for proper safe custody and control of your Password and designated mobile number. You must not disclose your Password to anyone else, including to someone who is a joint account holder with you, or to a member of our staff, or to someone giving assistance on a service helpdesk or any other representative of the Bank. Without prejudice to the other clauses of these terms and conditions, you shall be liable for all transactions and/or the use of the PIN with or without your knowledge or consent for whatsoever purpose.

6.3. For this service, regular SMS charges of the respective Mobile Phone Operator will apply.

6.4. You are solely responsible to ensure the possession of the Mobile Phone/Connection assigned to SMS Banking Services to maintain the confidentiality of your financial information. If the mobile phone/connection is lost, stolen or sold to another individual, you shall immediately notify the Bank of the incident and cancel the SMS Banking Service. You hereby agree that The Dhaka Bank Limited/Mobile Phone Operator shall not be responsible for any disruption in SMS Banking Service due to any technical failure on the part of The Dhaka Bank Limited/Mobile Phone Operator.

6.5. SMS Banking Service shall remain effective until otherwise advised in writing by the Cardholder/Account holder, which should reach the Bank at least one week before the next statement is due.

6.6. You shall inform the Bank of any changes in your designated mobile number or any request for discontinuing of the service. The Bank shall not be liable or responsible for data corruption, delay and/or interception of the information so given and the Bank reserves the right to update and vary such information from time to time and at any time.

6.7. Any information received by you pursuant to the SMS Banking Services is for your (and not any other person's) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.

7. UTILITY BILL PAYMENT THROUGH ADC/ATM

7.1. Payment amount must be 100% accurate as per the bill. You must check & retain the advice slip for future reference (photocopy).

7.2. Last date of payment will be as per the utility bill and has to be made within 6:00 pm of that date. In case of any difference in payment, it will not be treated as a payment and will be refunded upon confirmation from the service provider (without any risk and responsibility on the Bank).

7.3. In case of any mechanical default on ATM, the Bank will not be held responsible.

7.4. The Bank will not be responsible for payment made through ATM after disconnection of the concerned utility service.

7.5. The Bank shall not be held responsible for disconnection of the utility service for any reason by the utility agency.

7.6. Bank is not an agent of the utility service provider and the bank neither guarantees the quality of service of the utility service providers nor gives any assurance for the maintenance of service. Bank will act as collecting banker of the utility service provider for the [Purpose set forth in this agreement with regard to bills of the said utility service provider. Bank shall not be a party to any dispute between the utility service provider and you. You by subscribing and using the Services do irrevocably indemnify the Bank from any liability for excess, insufficient, late or incorrect payment of the said bills or any consequence thereof.

7.7. The Bank shall obtain the account holder's consent on payment of cheques for the amount of Tk. 1 lac and above received through Bangladesh automated cheque clearing house. In this respect account holder's communication using the TPIN will be treated as final instruction.

7.8. You shall ensure that there are sufficient funds in the account for the purpose to carry out the telephone or other instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to provide the same always that if the Bank shall at its sole discretion decide to carry out the instructions notwithstanding such inadequacy the Bank may do so without seeking prior approval from or notice to the account holder. In such event, the excess amount of such transaction shall automatically become a loan of the account holders and shall be paid immediately on demand with interest and other fees and charges at the prevailing rate.

7.9. The account holder hereby irrevocably and unconditionally authorizes the Bank to recover all charges related to Call Center (Phone Banking) as determined by the Bank from time to time by debiting one of accounts of the account holder or sending a bill for the said to the account holder who would be liable to make the payment within the specified period. Failure to do so shall result in interest being payable at the rate specified at the point in time by the Bank. The services shall be withdrawn if any charges remain unpaid, without any notice to the account holder and/or without the Bank incurring any liability or responsibility for such withdrawal.

7.10. Bank is not liable for non-payment of utility bill due to any mechanical default in IVR or any circumstance beyond the Bank's control. It should be your responsibility to inquire and confirm whether the transaction has been processed or not.

8. Mobile Apps Application (DBL Go):

8.1. "DBL GO" is a form of online banking and account management available to customers we provide bank accounts and related services

8.2. Before you can use DBL Go you must register and match your mobile number with the Bank's current account. You will then be able to access and manage your accounts and related services.

8.3. **Registration Process for various customers:**

8.3.1. **Existing I-Banking. Direct Banking Users:**

(a) Since this group has already been registered through filling out forms, no separate form will be required to fill in and they are automatically registered for the services.

(b) The fund transfer limit for I-banking will be applicable for DBL GO, however, if any customer wishes to enhance the limit he/she may fill in separate form.

(c) Customers will just follow the TPIN (Telephonic Personal Identification Number) registration. Once TPIN is set, the customer can use TPIN to get registered with DBL GO to enjoy the service.

8.3.2. **Existing T-Pin Users:**

(a) Since the TPIN is already set, the customer can use TPIN to get registered with DBL GO to enjoy the service.

(b) The customer will be given a predefined limit to transfer fund internally and pay bills

(c) For enhancing the fund transfer limit in own account or other customer's account within or outside Dhaka Bank, the enclosed form need to be filled in.

8.3.3. **Existing Customer without TPIN:**

(a) The enclosed form to be filled in to get registered with TPIN, SMS Banking, DBL GO and other alternate delivery channel services.

8.3.4. **New to Bank Customer**

(a) The enclosed form to be filled in during the process of account opening to get registered with TPIN, SMS Banking, DBL GO and other alternate delivery channel services.

8.4. DBL Go is a form of online banking. This means that provisions of the General Terms relating to online banking apply to its operation.

8.4.1. **In addition, you must:**

(a) ensure you comply with any local restrictions on downloading, using or otherwise exporting the DBL GO app;

(b) not download the DBL GO app from anywhere other than a store approved by us or install or use it on a jail-broken or rooted device;

(c) not use DBL Go or the app in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the agreement, or act fraudulently or maliciously for example by hacking into or inserting malicious code into the DBL Go app or iOS, Android, BlackBerry or other operating systems;

(d) not attempt to derive income from the use or provision of DBL GO, whether for direct commercial or monetary gain or otherwise;

(e) not use DBL GO in a way that could damage, disable, overburden, impair or compromise DBL GO systems or security or interfere with other users; and

(f) not collect or harvest any information or data from DBL GO or our systems or attempt to decipher any transmissions to or from the servers running DBL GO.

8.5. SECURITY

8.5.1. Because DBL Go gives you access to your account, you must keep your mobile device secure and close the DBL Go app if you are not using it. The conditions relating to payment instruments set out in your General Terms apply in relation to the DBL Go App.

8.5.2. If you suspect that someone else knows your passcode or other security details you must contact us immediately by calling us on the number displayed in our branches or on your statements or advised to you from time to time. If you fail to do so, you may be liable for any unauthorized transactions on your account which are as a result of your security details becoming known to someone else.

8.5.3. After your initial registration we will never contact you to request your security details and we will not ask anyone else to do so on our behalf. If you receive such a request then it is likely to be fraudulent and you must not supply your security details in any circumstances. You should report any such activity to us immediately.

8.5.4. You must ensure that your account details and other information you provided are correct and up to date and notify us as soon as these change

8.6. LIABILITY

8.6.1. We will not be liable to you for any losses you suffer or costs you incur because:

(a) you are unable to access or use DBL GO for any reason or there is a delay in its use;

(b) any device, hardware or software you use in connection with the app is damaged or corrupted or fails to work;

(c) DBL GO does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these;

(d) you did not receive any SMS notifications in a timely manner; or

(e) there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.

9. APPLICABLE LAWS:

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

9.2. Bank may, in its absolute discretion, commence any legal action or proceedings arising out of breach or violation of any of the Terms for Internet-Banking in any other court, tribunal or other appropriate forum irrespective of the place from where the User access the Internet-Banking Services, and the User hereby consents to that jurisdiction.

9.3. Any provision of the Terms for Internet-Banking which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

10. ANTI MONEY LAUNDERING:

10.1. You should agree and confirm that you will not use this Internet-Banking facility for money laundering, illegal, unlawful purpose.

10.2. You shall fully comply with the laws related to the money laundering, terror financing and shall not use the Internet-Banking services for any anti-terrorism or anti-state activities. I/We shall comply with and be bound by all other relevant internal circulars, policies, rules and regulations of the Bank including any amendments made thereto from time to time to comply with these rules.

10.3. Bank reserves the right to demand explanation from the User regarding any matter pertaining to money laundering and anti-terrorism law of the country

11. Debit Card

The terms and conditions stated in this Agreement relate to the availing of cash withdrawal and other electronic transaction services by using Dhaka Bank Limited ATM/ Debit Card on the Cardholders accounts designated for the purpose.

- 11.1. In this Agreement unless otherwise specified:
 - a) This Agreement" means these terms and conditions as amended or supplemented;
 - b) "Designated Account" means the account(s) approved by the Bank to be accessed through the Card;
 - c) "Debit Card" means Visa/MasterCard branded ATM/Debit card issued by the Bank
 - d) "Cardholder" means the person to whom Card has been issued by the Bank
 - e) "PIN" means Personal Identification Number and/or Password and/or any other form of electronic identification/ signature issued by the Bank Cardholder at the Cardholders request;
 - f) "Transaction" means any transaction or instruction effected or issued, or purported to be effected or issued, by the Cardholder through the Card;
 - g) "Information" means information regarding the money or other relevant particulars relating to the cardholder, or the Account or any Transaction;
 - h) "VAT" means any value added tax, including any tax of a similar nature that may replace it or the levied in addition to it, by whatever name called;
 - i) "ATM" means Automated Teller Machine;
 - j) "POS" means Point Of Sale terminals.
 - k) "E-commerce" transaction means card used online in card not present environment
- 11.2. At the applicant's request, the Bank may issue the Cardholder a Card and PIN if the Applicant is a depositor of the Bank and maintains an account at any of its branches in Bangladesh. The Bank reserves the right to refuse on application for the issuance and/or renewal of a Card and/or PIN. If separate Cards are issued to holders of a joint account, then each cardholder Shall be jointly and severally liable to the Bank under this Agreement.
- 11.3. The Card is the property of the Bank and must be returned to the Bank on request or on cancellation or termination of the Card and/or this Agreement. The Card is to be used Solely by the Cardholder, and must not be transferred or pledged as security under any Circumstances.
- 11.4. The Cardholder shall collect and safeguard the PIN and/or card issued to him, and observe every procedural, security and other requirement of the Bank regarding their use. The Cardholder undertakes to notify the Bank immediately if (a) the PIN is lost or disclosed to any person or (b) the Card is lost or damaged or used by any other Person or (b) if any other event occurs which would, under the terms of this Agreement, allow the Bank to suspend or cancel the use of the Card. After receipt of any such notice purporting to come from the Cardholder, the Bank may suspend or cancel the Cardholder's use of the Card at any time. The Bank shall not be responsible for any occurrence of any such event, the Bank may at its discretion issue a replacement Card and PIN on the Prevailing terms and conditions and charge a replacement fee.
- 11.5. The Cardholder will be responsible for all Transactions made by the use of the Card by any person purporting to be the Cardholder, with or without the Cardholder's authority, Knowledge or consent. And may not claim against the Bank in respect of any such use or purported, use, any claims against or disputes with the Bank are to be settled between the Cardholder and the Bank.
- 11.6. The Bank may at any time, without notice to the Cardholders and without assigning any reason thereof, and without liability for any inconvenience, loss, damage or injury suffered by the Cardholder or any third party
 - (a) limit, suspend or terminate any or all use of the Card;
 - (b) disallow any Transaction or allow a Transaction subject to such conditions as the Bank sees, fit
 - (c) revoke or suspend the Cardholders right and authority to use the Card; or
 - (d) retain or reject any Card and/or PIN.
- 11.7. The Cardholder will pay such charges and fees for the provision of Card and/or PIN as the Bank may prescribe from time to time, whether or not the Cardholder in fact makes use of the Card and/or PIN. If VAT is payable, the Cardholder will pay such VAT in addition to all sums payable and indemnify the Bank against any payment the Bank is required by law to Collect and Make in respect of such VAT. The Bank is authorized to debit the Cardholder's Designated Account(s) for all charges, fees, withdrawals and payments for the provision and/or use of the Card and/or PIN and any other liabilities to, and loss suffered by, the Bank as a result of the provision and/or use of the Card and/or PIN, even if such debiting results in the Designated Account(s) becoming overdrawn.
- 11.8. If any payment has been made by the Bank as a result of the Cardholders use or purported use of the Card and/or PIN and the Designated Account was consequently debited, but the debit was reversed in error or the Designated Account was not debited at all then the Bank shall be entitled to correct the Designated Account by (a) debiting the Designated Account with the amount paid by the Bank, or (b) by dishonoring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Designated Account, as the case may be.
- 11.9. All Transactions including utility bill payment initiated by the use or purported use of the Card and/or PIN, whether electronically or otherwise, shall be debited from the Cardholders Designated Accounts. The records of Transactions of the Bank and, Generated electronically or otherwise, shall be conclusive and binding on the Cardholder except in the case of computation and/or manifest error. The amount displayed on the ATM screen and/or printed on the ATM transaction receipt. Shall not be taken as conclusive of the state of the cardholder's Designated Account(s) with the Bank.
- 11.10. The Bank shall determine the minimum balance the Cardholder is required to maintain in Designated Account(s) for the use of ATM, POS and other electronic payment services offered through the Card and/or PIN. The Bank may at any time with notice to the Cardholder (as set forth in Clause 15 below (determine and vary) the frequency and manner of use of Card, transaction limits, operating hours, types of facilities and services available through the Card. The Bank and reserves the right to set limitations on individual transactions, including daily limits on cash withdrawals and to decide on the denomination(s) that should be dispensed from the ATM.
- 11.11. If a deposit service is offered to the Cardholder through the use of Card and PIN at an ATM, the Cardholder undertakes that any cash or cheque deposited through ATM is solely at the Cardholder's risk and responsibility. The Bank assumes no responsibility for the realization of such items and the Cardholder accepts full responsibility for the genuineness, validity, signature and endorsements appearing thereon. Cash and cheques (including house cheques) deposited through the ATM cannot be withdrawn until collected and verified by the Bank and the Cardholders' Designated Account(s) will only be credited after realization. The Bank's determination of the amount deposited shall be conclusive against and binding to the Cardholder.
- 11.12. The Bank and/or ETKI shall not be responsible in any way for non-availability ATM/POS services for any reason whatsoever and howsoever arising as a result of the provision of the Card or ATIV, insufficiency of funds in such machines, mechanical or power supply failure or otherwise.
- 11.13. The cardholder will indemnify the Bank against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which the Bank may sustain or incur, directly or indirectly, by reason of our having made available the Card and/or PIN or having entered into this Agreement with the Cardholder or enforcement of the Bank's right under this agreement or In acting upon any instructions which the Cardholder any give in relation to the Card and/or PIN or any negligence, fraud and/or misconduct on the cardholders part or on the part of any agent or representative of the Cardholder or the Cardholder's breach of this Agreement.
- 11.14. The Cardholder will provide the Bank with any information and documentation that the Bank any reasonably request relating to the Cardholder's use of the Card and/or PIN and shall cooperate with the Bank in any related investigation or litigation. The Cardholder consents to the Bank disclosing any information, whether in Bangladesh or otherwise (a) to Bank who has a legitimate business purpose for obtaining such information, including offering the Cardholder products or services in connection with or to facilitate the use of the Card and/or PIN. (b) to any person using the Card and/or PIN purporting to be the Cardholder, or (c) where such disclosure is necessary to complete a Transaction.
- 11.15. All communications and/or questions regarding the use of the Card and/or PIN should be directed to the Banks Card Center. All notices or other communications given by the Bank to the cardholder if (a) sent by post or left of the Cardholders last known address will be deemed to be received by the Cardholder on the day following such posting or on the day when it so left, or (b) communicated through any print or electronic media as the Bank may select will be deemed to be notified to the Cardholder on the date of publication or broadcast, Each Cardholder of a joint account acknowledges that separate notice is not required.
- 11.16. This Agreement shall cease to be valid and the Card and/or PIN issued to the Cardholder must be returned to the Bank in the event of (a) expiration of the Card and/or PIN; or (b) the Bank requests the Cardholder to return the Card; or (c) closure of the Designated Account(s); or (d) the Cardholder's authority to operate the Design aged Account is terminated; or (e) death of the Cardholder. The Cardholder may terminate this Agreement by giving the Bank written notice and surrendering any Card and PIN issued to the Cardholder by the Bank. The Bank may without giving any reason terminate this Agreement at any time with or without notice to the Cardholder. Upon termination the Cardholder will not use or attempt to use the Card and/or PIN. Any such use shall be fraudulent.
- 11.17. In addition to this Agreement, usage of the card is also subject to the Bank's prevailing Terms and Conditions Governing the designated Accounts. If there is any conflict or inconsistency between this Agreement and the Terms and Conditions Governing Accounts, this Agreement will prevail. The laws of the People's Republic of Bangladesh govern this Agreement. The Cardholder and the Bank irrevocably submits to the exclusive jurisdiction of the court of the People's Republic of Bangladesh.
- 11.18. If any term of this Agreement is unlawful or unenforceable under any applicable law and/or instruction issued by the Bangladesh Bank, it will, to the extent permitted by such Law and/or instructions, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement. The Bank may be notice vary this Agreement, such variation to take effect on the date specified by the Bank. If the Cardholder uses the Card and/or PIN other such date, the Cardholder will be deemed to have accepted such variation without reservation. If the Cardholder does not accept the variation, the Cardholder must stop using the Card and/or PIN and terminate this Agreement.
- 11.19. The Bank is authorized to debit the Cardholder's Designated Account(s) for all bill payments made through the use of the Card and/or PIN.
- 11.20. The Cardholder will pay such charges and fees for the provision of Utility Bill Payment service as the Bank may Prescribe from time to time, whether or not the Cardholder in fact make use of such service. If VAT is payable, the Cardholder will pay such VAT in addition to all sums payable and indemnify the Bank against any payment the Bank is required by law to collect and make in respect of such VAT.
- 11.21. Holders of valid ATM/Debit Cards are eligible to enroll for the Utility Bill Payment service using the Card and/or PIN of ATM, POS and other payment terminals. The Bank and/or the Utility Company reserve the right to refuse on application for the enrollment of bill payment using the Card.
- 11.22. Upon enrollment, the Card may be used for payment of utility bills in accordance with the details given in the application form. The Cardholder undertakes to notify bank immediately of any change. Bank will act as an intermediary only in transferring funds from the Cardholder Designated Account(s) is settlement of the said bills. The Cardholder hereby irrevocably release the Bank from any liability for excess, insufficient, late or incorrect payment of the said bills or any consequence thereof (including, but not limited to, termination of service) or any other loss, damage, claims or proceedings that may arise as a result of the payment of such bills by using the Cardholder Card and/or PIN.
- 11.23. In case of disputes regarding the payment of bills by using the Card and/or PIN Bank shall not respond to, and shall not be a party to, any dispute regarding the correctness of the bills, or any utility services.
- 11.24. The Bank may at any time, without notice to the Cardholder(s) and without assigning any reason thereof, and without liability for any inconvenience, loss, damage or injury suffered by the Cardholder or any third party (a) limit, suspend or terminate the Utility Bill Payment service; or (b) disallow any Transaction or allow a Transaction subject to such conditions as the Bank sees fit, or (c) revoke or suspend the Cardholders right and authority to use the Card for such payments.
- 11.25. The Bank shall not be responsible in any way for non-availability of the Utility Bill Payment service for any reason whatsoever and howsoever arising.

12. DISCLAIMER

- a. Due to the nature of the Services, no oral or written information or advice given by the Bank or the Bank's employees shall create a warranty or in any way increase the scope of this warranty, and you may not rely on any such information or advice. Bank shall not be liable for any loss, damages or expenses that you may or shall incur, including without limitation, any loss or damage caused to data, software, computer, telecommunications equipment or other equipment in connection with the Services unless they are caused solely and directly by gross negligence or willful default of Bank.
- b. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF SAVINGS AND BUSINESS INTERRUPTION) OR SPECIAL OR EXEMPLARY DAMAGES (INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON AS A CONSEQUENCE OF USING THE SERVICES).
- c. The Bank reserves the right to refuse or discontinue the Instructions for the following events: (a) the insufficiency of your outstanding credit balance, (b) non-existence or suspension of any Bank's credit line granted to you, (c) transaction with the Bank which may lead to an excess of the credit line originally agreed between the Bank and you, (d) transaction which is related to or become a dispute pending the court's trial, (e) notice of the Bank informing you of any operation irregularity which arises prior to or at the time of the Bank's execution of the transaction, you fail to perform or comply with any terms or agreements with the Bank or a consequence of Act of God.
- d. You acknowledge that electronic mails sent by the Bank are/may not be encrypted; and the use of and transmission of information via electronic mail and/or the Internet cannot be guaranteed to be secure; and information transmitted may be susceptible to errors, viruses, delay, interception, modification or amendment by unauthorized persons.

I/We confirm that the information given above is true and complete and agree to comply with the terms and condition stated in the attached Agreement for ADC Services Payment Agreement (if applicable) and also agree to comply with the rules governing customer accounts with The Dhaka Bank Limited. This agreement shall apply to each and every account/product of whatever nature herein after opened or continued in the same name(s) by the Bank its successors or assigns. I/We hereby acknowledge that we have read and understood the terms and conditions related to the above service request mentioned in the Alternate Delivery Channels Enrollment Form and agreed to comply with them. I/We also hereby acknowledge that, we are fully aware of the associated risks of using of alternate channels for any types of financial and non-financial transactions and also agreed to bear that risk. I/We also accept that, use of the alternate channels services is subject to compliance of prevailing regulations and schedule of charges/pricing of DHAKA BANK ("The Bank").