

Terms and Conditions

MUDARABA AGREEMENT:

1. It is a Mudaraba Agreement between Shahjalal Islami Bank Ltd. and the Depositor(s) which is approved by Mudaraba Principle of Islamic Shariah.
2. Here the Depositor(s) is/are the Sahib-al-Maal (Owner of the Fund) and the Bank is the Mudarib (Business Organizer).
3. Bank collects the deposit based on Islamic Shariah based rules and regulations and invests the same under Shariah approved modes of investment.
4. 65% of profits generated from the investments are shared among the depositor(s) (Sahib-al-Maal) based on weightage. Any kind of loss incurred from investment will be shared by Sahib-al-Maal.
5. Shariah based other terms and conditions will also be applicable here.

OPENING AN ACCOUNT:

Eligibility, Profit, Fees & Charges, documentation requirements and other conditions are as per feature of the product. Bank's Customer Service Officer will explain details of the product to the customer(s) before opening of the accounts. The customer(s) will ask the Bank's Officer on the product features and fees & charges for different services related to operation of the account.

MINIMUM AVERAGE BALANCE:

The initial minimum deposit to open an account is as per bank's current Schedule of Charges.

Average minimum balance as per Schedule of Charges should always be maintained. The Bank reserves the right to close an account anytime in which the minimum balance is not maintained, without further notification to the account holders.

DEPOSITS, WITHDRAWALS:

A depositor can withdraw upto 25% of his/her balance from his/her Mudarabah Savings Bank account twice in a week. If any depositor withdraws more than 25% of the balance, the customer will not be entitled for profit for that month. The Bank acts only as the collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Thus, proceeds of cheques or other instruments deposited will not be available for withdrawal until collected by the Bank.

FEES AND CHARGES:

Customer is obliged to pay all applicable maintenance fee and other banking service related fees/charges in time as disclosed in Bank's Schedule of Charges which will be published on the bank website also.

CLOSURE OF ACCOUNT:

When an account is closed either by the constituents or by the Bank, the account holder is required to return all the unused cheques and cards if any to the Bank. A charge as per Bank's prevailing Schedule of Charges will be recovered from an account holder who closes an account.

POSITIVE PAY:

As per instruction of Bangladesh Bank on positive pay for clearing cheque, the account holder must inform the Bank in writing after issuance of cheque for the amount 5 (Five) lac and above. Otherwise, the Bank may return the cheque if presented through automated clearing house at the risk and responsibility of the account holder(s).

GENERAL RULES FOR ACCOUNT OPERATION AND CONTROL:

1. A newly opened account will be activated upon full completion of Know Your Customer (KYC) as per the Bank's policy.
2. The Bank reserves the right to close any account without assigning any reason after serving 7(seven) days prior notice to the recorded contact address/mobile no/other address.
3. Account may be closed by the Bank, if any account continues with zero balance for a period of 6 months from the date of opening the account.
4.
 - A. In case of death of a depositor, amount deposited in the account shall be paid to the nominee as mentioned in the account.
 - B. In case of more than one nominee, amount will be distributed among nominee as per declaration in the account opening form. In that case nominee's(s) has to submit documents for identification.

- C. In the absence of nominee, the amount will be given to the heirs of the depositor based on Certificate of Inheritance issued by the competent Court of Law.
5. Depending on account nature (i.e. MSD) statement of account will be provided on Monthly/ Quarterly/Half Yearly basis. In case of additional statement required by customer, applicable fee will be charged as per Bank's Schedule of Charges.
 6. In case of duplicate statement, charges will be applicable as per Schedule of Charges.
 7. Accounts upon which an attachment order or other legal notice prohibiting operation of the account has been received will be ruled off and no further operation will be allowed till such time as the prohibiting order is removed.
 8. Acountholders' transactions will be entertained during normal banking hours that may be in force from time to time.
 9. Account holders should notify the Bank of any change of address, phone no, e-mail in writing. Otherwise, Bank will not be liable for delivering account statement/Bank communication to the recorded address of the account holder
 10. Each account will be allocated a unique number which should be quoted by depositor(s) when writing to the Bank or when making deposit, etc.
 11. The Bank may without notice combine or consolidate account(s) with any liabilities to the bank and set-off or transfer any sum(s) standing to the credit of such accounts or any other suit(s) owing to the customer from the bank in or towards satisfaction or the customer's liabilities to the Bank on any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
 12. In addition to any general lien or other rights or remedies to the which the Bank shall be entitled, the Bank may at any and from time to time apply any credit balance to which the customer(s) is/are entitled on any account(s) with the Bank (including the above account(s)) in satisfaction of any of its indebtedness to the Bank, Further, any of the account(s) of the Customer(s) with any branch of the Bank shall be treated as one combined account.
 13. Operations of the Non-Resident accounts shall be governed as per the guidelines of Bangladesh Bank. Holders of Non-Resident accounts should advise the Bank immediately upon return to Bangladesh if they intend to take permanent residence in Bangladesh. It is also responsibility of the customer to inform the Bank in writing before leaving country,
 14. The Bank reserves the right to amend the terms and conditions, current Schedule of charges without any notice and customer is agreed to abide by the changes.
 15. The account holder is solely responsible for prompt examination of all entries in the statement and must give the Bank written notice within 14 days of the date of the relevant statement of any discrepancy that he believes exists between any such statement and his own records. In the absence of any such notice from the Account holder, he/she will be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.
 16. The Bank may refuse to process any transaction on any customers' account(s) if the Bank suspects fraud or illegality therein. The Banks' decision on whether the transaction is or likely to be involved a fraud or irregularity shall be final and conclusive and binding on the customer.
 18. The Bank will not execute any customer transaction over phone, fax and e-mail (unless standard indemnity arrangements are already in place).

BANK'S RIGHT:

1. The Bank reserves the right to debit any amount that may have been inadvertently credited with an item/transaction subsequently unpaid on collection of detected to be the wrong entry without giving any information to the customer.
2. Bank reserves the right to enquire the customer for source of fund as per Money Laundering Prevention Act-2012 (amended 20145) and ask for nominee as per Bank Company Act-1991.
3. Bank reserves the right to close any account if found unsatisfactory or may decline to issue fresh cheque book without assigning any reason.
4. Bank reserves the right to realize charges from any account as per prevailing norms of the Bank.
5. Bank is authorized to realize Excise Duty, Income Tax, VAT etc, as per government instruction.
6. Account may be closed by the Bank, if any account continues with zero balance for a period of 6 months from the date of opening the account.
7. The Bank may at its discretion and without assigning any reason stop issuance of new chequebook or any form to a customer.

8. The Bank may close the Account without assigning any reason therefor.

DORMANT & UNCLAIMED ACCOUNT:

- MSD account being in inoperative for two years will be transferred to Dormant Status.
- Accounts will be transferred to Unclaimed account status after 10 (ten) years if there has been no transaction in the said account by the customer as per section 35 of Bank Company Act 1991.
- No customers' initiated transaction is allowed in the Dormant account unless the account holder(s) apply to SJIBL in writing to regularize the status of account.

HOLIDAY PROCESSING:

Any transaction on a Bank Holiday or after Business Hours of the Bank shall be shown in the Account, at the sole discretion of the Bank, as having taken place on the succeeding Working Day and not the actual day of the transaction and all deductions/accretions on such amount shall be deducted/accrued as of such Working Day. Bank shall not be responsible for any loss of profit or exchange rate or liability incurred/suffered by the Customer including but not limited to return of cheques, loss of profit arising due to such transaction being not shown on the day the same actually occurred.

CONFIDENTIALITY AND DISCLOSURE OF INFORMATION:

I/We do understand and undertake that the Bank maintains strict confidentiality in all matters relating to my account (s) and business, I hereby authorize the Bank (and/or/any of its officers or employees) to disclose any information concerning me, my business, my accounts held with the Bank or another Group Member, or my relationship with the Bank or another Group Member, to any of the following. (a) any office or branch of the Bank or another Group Member; (b) any agent, contractor or third party service provider, or any professional adviser of the Bank or another Group member; (c) any regulatory , supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or another Group Member; any person to whom the Bank is required or authorized by law or court order to make such disclosure, (e) any person who is under a duty of confidentiality to the Bank;(f) any Bank or financial institution with which I have or proposes to have dealings; regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether such information will, following disclosure be held, processed used or disclosed by such recipient in Bangladesh or another country.

FORCE MAJEURE/ TECHNICAL PROBLEM:

Notwithstanding anything to the contrary contained herein, nothing herein shall apply if the Bank is prevented from discharging any or all of its obligation herein or otherwise due to any cause arising out of or related to Force Majeure or Technical Problem for any reasons beyond the reasonable control of the Bank.

GOVERNING LAW:

These terms and conditions shall be governed by and construed in accordance with, the laws of Bangladesh and I hereby irrevocably submit to the non-exclusive jurisdiction of the courts of law of Bangladesh. Such submission shall, however, not prejudice the rights of the Bank to bring proceedings against me in any other jurisdiction or courts of law elsewhere. However, all accounts shall be subject to the provisions of the guidelines/circulars together with any alteration/modification thereto effected by Bangladesh Bank from time to time.

INDEMNITY:

I/We also agree to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with the above account, these terms and conditions or, in enforcing these terms and conditions and in recovering of any amount due to the Bank of incurred by the Bank in any legal proceedings of whatever nature.

WAIVER:

No forbearance, negligence or waiver by the Bank in the enforcement of any of these terms and conditions shall prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing.

VARIATIONS:

The bank may amend these terms and conditions at any time by not less than fourteen (14) days notice to me specifying the effective date of amendment. If I use any banking facilities after the effective date of the amendment, I shall be deemed to have received notice of the amendment and have decided to continue using the banking facilities upon the revised terms and conditions, I further acknowledge that in the event of any changes being communicated to me, the bank is not obliged to obtain my signature for receipt of such communication.

E-STATEMENT:

1. I/We fully understand the risk and accept that the Bank does not use encrypted e-mail and generally internet is not encrypted and is not a secure means of transmission of the information. It involves the risk of unauthorized alteration, usage and disclosure of the information by the parties;
2. I/We fully understand the risk and accept that transmission of the information to a corporate ID involves the risks of the information to be viewed, altered, used or disclosed to third parties. Once authorized but afterward no more in the employment of the organization, in future. I/we agree to indemnify the Bank and hold the Bank indemnified and harmless from any and all costs, expenses, liabilities, loses, responsibilities, whether direct or consequential, arising out or in connection with such view, alteration, usage or disclosure of the information or otherwise caused by using the internet as a means of transmission and also for any error, delay or problem in transmission of the information;
3. That my/our legal representatives, executors, successors-in-profit and assigned are bound by this E-statement Enrolment;
4. That this E-statement Enrolment shall be governed by and construed in accordance with the laws of Bangladesh;
5. Electronic statement delivery will supersede hard copy statement delivery (if any);

DECLARATION FOR DIGITAL BANKING ENROLLMENT:

I/we confirm that I/we have read and understood the terms & conditions governing SJIBL Digital Banking services (as applicable) mentioned at SJIBL official website and agree to comply with the same. I/ we also confirm that I/ we have read and understood the bank's schedule of fees and charges and unconditionally accept the same. I/ we shall be solely responsible for any instruction/transaction done through SJIBL Digital Banking channels using my ID and PIN/ Password in the accounts mentioned in the form. I/ we authorize SJIBL to debit my/our account for any fees and charges, if applicable, to get the digital banking services.

APPLICANT'S DECLARATION:

1. I/We have read, understood and agreed to comply with the Bank's Schedule of charges, account rules and the Terms & Conditions governing customer account(s) and all other products and services as indicated above with Shahjalal Islami Bank Ltd. I/We have signed as a token of acceptance of the aforesaid Account Rules and Terms & Conditions and also agree to be bound by such account rules and the Terms & Conditions as may be amended or supplemented from time to time.
2. I/We declare that I/We am/are fully aware of the Money laundering prevention Rules and Anti-Terrorism Rules and I/We shall not do any act/transaction in contravention of the provisions of prevailing Money laundering prevention Rules and Anti-Terrorism Rules of the country. I/We also commit to provide necessary information/documents which may be required by the bank from time to time.

DEBIT CARD ENROLLMENT RULES:**TERMS AND CONDITIONS:**

Those Terms and Conditions are related to the Debit Card Operations of SJIBL

1. Only account holders of Shahjalal Islami Bank Ltd. can apply for SJIBL Debit Card.

2. In these Terms and Conditions:

a) "**Bank**" means Shahjalal Islami Bank Ltd. and its successors and assigns.

b) "**Acquirers**" means any bank or financial institution which is licensed by NPSB/Q-Cash/ Visa International to conclude agreements with merchants to accept cards of all description.

c) "**Card**" means valid SJIBL Card issued to a Cardholder to avail services and/or to purchase and/or to draw Cash Facilities by properly presenting the same at the Bank or other authorized acquirers: ATM and or POS and or E-Commerce.

d) "**Cardholder**" means the Applicant Customer mentioned in this Application Form, to whom and for whose uses the Card has been issued at his/her request.

e) "**Customer**" means the Cardholder stated above.

f) "**Account**" means an account maintained by the Bank in the name of the Cardholder.

g) "**Agreement**" means the Terms and Conditions along with the SJIBL Debit Card Application Form.

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

b) The Bank shall debit the Designated Account for the amount withdrawn from any of the Authorized Automated Teller Machine (ATM) or POS or E-Commerce transactions for goods and services obtained from authorized

merchants in Bangladesh by the use of the Card. The Bank's records generated electronically or otherwise, shall be deemed to be conclusive proof of the correctness of the transactions notwithstanding the fact that there exists no debit voucher would have been signed by the Cardholder to support transactions through the ATM.

c) If the Designated Account becomes overdrawn by the use of the Card, the Cardholder shall be charged with profit at such rate as the Bank determines from time to time and other fees and expenses as determined by the Bank at its absolute discretion. Any such overdrawn is repayable on demand.

d) In consideration of issuing the Card, the Cardholder undertakes to indemnify the Bank against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the issuance or use of the Card, provided only that the Bank acts in good faith.

e) The Bank shall have the right to charge the Customer any fees for issuance and use of the Card on a yearly basis.

4. The Bank reserves the right to limit the total cash withdrawal or goods and services purchased at authorized merchants by the Cardholder during a 24 (Twenty-Four) hour period.

5. The Card shall at all times, remain the property of the Bank and the Bank may in its unfettered discretion and without giving any reason whatsoever withdraw the Card or the services thereby offered or any part of such services at anytime without any prior notice, whereby the Cardholder will be responsible for returning the Card upon request of the Bank.

6. The Card and PIN are issued to the Cardholder entirely at the Cardholder's risk and the Bank shall bear no liability whatsoever for any loss, financial or otherwise, or damage whatsoever caused from this issue. The Bank shall not be responsible for any losses or damages or expenses whatsoever arising whether directly or indirectly as a result of any transaction made with the Card and shall be indemnified by the Cardholder, against any such loss or damage.

7. The Cardholder shall not disclose the PIN to anyone. The Cardholder will be liable to the Bank for any and all transactions made by the use of the Card and hereby agrees to indemnify the Bank for any losses or damages howsoever caused by any unauthorized use of Card or PIN, unless the Bank has received notice in writing of any loss, damage or theft of the Card or disclosure of the PIN prior to any unauthorized use of the Card or PIN for this purpose, use of the card by a person who obtained possession of the card with the consent of the cardholder constitutes authorized use of the Card.

8. The Bank shall debit the Designated Account for all related charges with respect to the Card and the use thereof and the charges as may be announced from time to time by the Bank or other Authorized Acquirer as the case may be, including charges for any replacement of the Card.

9. The Bank reserves the right to refuse an application of the issuance of a Card and to withdraw at any time and at its sole discretion all rights and privileges pertaining to the Card. The Bank shall not be responsible for any losses or damages or expenses whatsoever and howsoever arising whether directly or indirectly as a result of any malfunction of the Card or any of the Authorized ATM, the insufficiency of funds in such a machine or otherwise.

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

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

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

13. Cardholder will not use this card for any Sariah prohibited or illegal transaction or carry out any unlawful acts, under the laws of Bangladesh.

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

- a) closure of the Designated Account;
- b) death of the Cardholder;
- c) termination of the Cardholder's authority to operate the Designated Account;
- d) the Cardholder ceasing to be a customer of the Bank;
- e) the Bank requesting for its return.

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

16. All rules and regulations governing the operations of current, savings and SND accounts will be applicable of the Card transactions relating to such accounts.

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

18. These Terms and Conditions will stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Bangladesh Bank.

19. Fees and charges may be determined periodically by the Bank or other authorized acquirers without prior notice to the cardholder.
20. Cardholder may terminate this Agreement by serving 60 days prior notice to the Bank before its expiry.
21. In case of any act of God, war, riots, civil disturbances, changes of law over which the Bank has no control and when any such cases result in an impossibility for the Bank to perform this Agreement, the Bank may terminate this Agreement before its expiry without assigning any reasons whatsoever.
22. All disputes are subject to the jurisdiction of courts in Bangladesh only.
23. An annual SMS alert fee + VAT will be charged to the account.
24. The customer agrees to the terms and conditions at SJIBL Website related to cards, e-commerce and banking transactions.

IMPORTANT NOTIFICATION:

1. Cardholder has to call the Contact Center immediately in the event of a Phone theft/lost or Card theft/lost and stop the e-commerce transaction service to avoid any fraudulent activity. SJIBL will not take responsibility of any transaction if the customer fails to inform the authority in such cases
2. SJIBL will not be liable for any interruption in the service due to the disruption in mobile phone networks.
3. Ensuring cardholder's data security of online usage is completely cardholder's responsibility.

DECLARATION FOR DIGITAL BANKING ENROLLMENT:

I/we confirm that I/we have read and understood the terms & conditions governing SJIBL Digital Banking services (as applicable) mentioned at SJIBL official website and agree to comply with the same. I/ we also confirm that I/ we have read and understood the bank's schedule of fees and charges and unconditionally accept the same. I/ we shall be solely responsible for any instruction/transaction done through SJIBL Digital Banking channels using my ID and PIN/ Password in the accounts mentioned in the form. I/ we authorize SJIBL to debit my/our account for any fees and charges, if applicable, to get the digital banking services.

APPLICANT'S DECLARATION:

1. I/We have read, understood and agreed to comply with the Bank's Schedule of charges, account rules and the Terms & Conditions governing customer account(s) and all other products and services as indicated above with Shahjalal Islami Bank Ltd. I/We have signed as a token of acceptance of the aforesaid Account Rules and Terms & Conditions and also agree to be bound by such account rules and the Terms & Conditions as may be amended or supplemented from time to time.
2. I/We declare that I/We am/are fully aware of the Money laundering prevention Act and Anti-Terrorism Act and I/We shall not do any act/transaction in contravention of the provisions of prevailing Money laundering prevention Act and Anti-Terrorism Act of the country. I/We also commit to provide necessary information/documents which may be required by the bank from time to time.

TERMS & CONDITIONS FOR INTERNET BANKING AND MOBILE APP SERVICES:

Use of Shahjalal Islami Bank Limited Internet Banking Service is subject to the following terms and conditions which set out the general rights and obligations of the User(s) and Shahjalal Islami Bank Limited in connection with the use of Shahjalal Islami Bank Limited Internet Banking Service. The customer must read these terms and conditions carefully before using the Internet Banking Services offered by Shahjalal Islami Bank Limited. By registering to use the services, the customer shall be deemed to have accepted and be bound by all these terms and conditions.

1. ABOUT THESE TERMS AND CONDITIONS:

These terms and conditions apply to Shahjalal Islami Bank Limited (SJIBL) Internet Banking Service. These Terms and Conditions operate in conjunction with the Terms and Conditions applicable to Account(s) the Customer access using these services including the opening of any new accounts. If there is an inconsistency, these Terms and Conditions prevail. Please read these Terms and Conditions before using these services. If the customer does not understand any part of them, or if the customer has any question, please speak with Call Center:

Cell Phone Number : +8801755556316 / 16302

Land Phone Number : +88 02 9845457, +88 02 9848142 Ext: 444, 445, 460, Email: ibank@sjibld.com

2. DEFINED TERMS:

“**Account(s)**” means account(s) the customer have with SJIBL operable through its branches in Bangladesh, which SJIBL has determined is accessible by the service, including any new account opened.

“**Account Holder**” means a person who has entered in to a contract with SJIBL for the service who has an account in his/her own name or a joint account in respect of which SJIBL may act on the instructions of any one or more of the joint account holders.

“**Customer**” means the Account Holder. “**BDT**” means Bangladeshi taka.

“**SJIBL**” means Shahjalal Islami Bank Limited.

“**CASA**” Al-Wadiah Current Account/ Mudaraba Saving Deposit Account / Mudaraba Special Notice Deposit / Mudaraba Money Spinning Account/Mudaraba Savings Deposit Payroll (“Accounts”).

For the purpose of this document, “Internet Banking Services” or “i-Banking” refers to the internet banking services provided by SJIBL through internet or e-commerce banking such as balance enquiry, utility bill payment, fund transfer within the accounts of SJIBL services etc. or other bank services as may be made available by the SJIBL from time to time. “User”, “he/she” and/or “his/her” means SJIBL’s bank account holder(s) registered to use i-Banking.

SJIBL, a company duly incorporated under the Companies Act 1994 and a scheduled banking company licensed under the Banking Companies Act, 1991, having its Head Office at Shahjalal Islami Bank Tower, Plot No: 4, CWN(C), Gulshan Avenue, Dhaka-1212; and its branches or its assigns in respect of which the service will be available.

3. APPLICATION FOR SJIBL INTERNET BANKING:

3.1 Shahjalal Islami Bank’s Internet Banking service is available for CASA account holder of the bank. But the account holders need to register for the service by themselves.

3.2 Joint Accounts or Partnership Account or Organization accounts with multiple owner/director or any Closed CASA Accounts are not permitted for Internet Banking self-registration.

3.3 Joint Accounts or Partnership Account or Organization accounts with multiple owner/director or any Closed CASA Accounts need to obtain permission from Banking Operations Division through Branch for Internet Banking facilities.

3.4 E-mail Id, Mobile Number & Date of Birth fields will be made mandatory in CBS (Core Banking Software) for Internet Banking registration during new account opening.

3.5 Existing Account Holders can Self-Register for Internet Banking service from the ibank Login page (<https://ibank.sjibld.com/iBankUltimus/LoginUI.aspx>), using his/her CASA Account/Credit card only in view mode. For financial transaction customer needs to fill up a form and submit to his/her respective branch

4. INTERNET BANKING USERS LOG IN ACCESS, PASSWORD & SECURITY PROCEDURES:

4.1 SJIBL will provide the User with unique User Identification Number (“User ID”) and a temporary Password in the first instance through email. The User(s) hereby authorizes and instructs SJIBL to email him/her the User ID and Password relating to his/her access/log-in to the Internet Banking Services to the email address given in the application at his/her own risk and responsibility. The Bank shall not be liable for any non-delivery or miss-delivery of User ID or Password unless such non-delivery or miss-delivery is caused due to willful misconduct of the Bank.

4.2. The User shall log in to the internet banking by using the User ID and Password. As a safety measure, the User shall immediately change Password upon his/her first login. User is requested to change his/her Password frequently thereafter to avoid any possible hacking, inherent risk or misuse/fraudulent use of his/her account.

4.3. The User acknowledges that the Login ID (User ID) and the Password shall act as User’s authorized signature. This signature authorizes and validates directions given just as an actual written signature does.

4.4. User is therefore responsible for maintaining the confidentiality and secrecy of User ID and Password. User should not under any circumstances disclose his/her User ID and/or 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 is

clearly understood that Bank employees do not need Password for any reason whatsoever. Bank shall not be held liable in any manner or in any form whatsoever in case of any unauthorized or fraudulent use of the User's account through Internet Banking Services or for loss, misplace or fraudulent use of the User ID and Password.

4.5. If User gives or shares his/her Password to anyone or fails to safeguard its secrecy, he/she does so at his/her own risk because anyone with User Password will have access to his/her accounts.

4.6. If User forgets the Password, he/she has to recover by herself/himself from login page.

4.7. If User's password is stolen, or is known by another individual, he/she has to reset by herself/himself password recovery from login page.

4.8. The User agrees and acknowledges that SJIBL shall in no way be held responsible or liable if the User incurs any loss as a result of information being disclosed by SJIBL regarding his Account(s) or carrying the instruction of the User pursuant to the access of the Internet Banking and the User shall fully indemnify and hold harmless SJIBL in respect of the same.

4.9. User hereby acknowledges and understands the inherent risk of using Internet and availing the Internet Banking Services and accordingly shall take all necessary precautions at his/her end to safeguard himself/herself from such risk. Bank shall not be held liable in any form whatsoever if the User suffers any loss or damages due to such inherent risk of internet and Internet Banking Services unless such loss or damage is caused due to willful negligence of the Bank.

5. ON-LINE FUND TRANSER:

5.1. User shall be responsible for all transfers transactions. Fund Transfer can be made only from User's one account to user's another account held with SJIBL.

5.2. User shall be responsible for all transfers transactions. Fund Transfer can be initiated for User's one account to another user's account maintained with SJIBL or any bank account maintained with other bank.

6. UTILITY BILL PAYMENT:

6.1. The Utility Bill Payment services is only available to Users of the SJIBL Internet Banking Service and shall cover all the utility bill payments of different utility service provider(s) (Billers) as mutually agreed between SJIBL and the utility service provider(s).

6.2. The User should accept that he/she will be responsible for putting in the correct account number and transaction amount for the fund transfer request. In such case, SJIBL will not be liable for any erroneous transactions incurred arising out of or relating to the User entering wrong account number and amount.

6.3. Upon SJIBL decision, there will be a transaction amount limit though internet banking. Maximum amount of transaction limit can be subject to change from time to time at SJIBL's discretion.

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

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

6.6. In addition to the terms and conditions stated above, the existing policy of the Bank (including amendments from time to time) regarding Bill Collection shall also be applicable for Bill Collection so far it does not contradict with the provisions stated herein. The policy of the Bill Collection shall be available from the branches of the Bank.

6.7. For utility bill payment, payment amount must be accurate as per the Bill. Any less payment or higher payment is the sole responsibility of the User and the Bank shall not have held liable for any losses, damages or disconnection of utility services due to payment of less amount or whatsoever.

6.8. This agreement does not bind SJIBL as an agent of Utility agency. SJIBL shall not be held responsible for disconnection of the utility service for any reason by the utility service provider.

7. MOBILE TOP UP:

7.1. Mobile Air Time Recharge facility shall cover to recharge the Mobile Air time balance of different Telco-operators for the individual customer through Internet Banking. The customer will be responsible for putting in the correct mobile number and transaction amount for the Mobile Air Time Recharge request. In such case, SJIBL will not be liable for any erroneous transaction(s) incurred arising out of or relating to the customers entering wrong mobile number and amount.

7.2. According to BTRC rules & policy Mobile Airtime Recharge rule will be changed time to time.

8. CHARGES:

8.1. SJIBL shall initially provide the Internet Banking services at free of cost. SJIBL reserves the right to change and recover from the Internet Banking service charge as may be fixed by SJIBL from time to time.

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

9. MOBILE APPS BASED INTERNET BANKING:

9.1. Mobile Apps based internet banking means all forms of interface between an Individual customer Account and mobile device. Mobile Apps based internet Banking is an alternative channel to access the Bank. Mobile Apps base internet banking includes informational services and transactional services linked to a regular bank account and delivered via a mobile app. All types of services available in the Desktop based internet banking including branch and ATM location will be also be available in the Mobile Apps based internet banking. Customer can easily access his/her bank account from anywhere through his/her smart mobile phone if s/he is already registered for the Mobile apps base internet banking. To use the Mobile Apps base internet banking s/he must registered for the services and also need to download the mobile apps from the Google play store & Apple store.

10. MAINTENANCE OF SUFFICIENT FUND:

10.1. The User shall ensure that there are sufficient funds (or prearranged credit facilities) in his/her account for transactions through the Internet Banking. All instructions of the User shall be carried out subject to sufficient fund in the respective accounts. SJIBL shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.

11. ACCESSIBILITY:

11.1. The Internet facility granted by Bank which the customer avails for as long as it is offered and provided that s/he continue to be qualified under its terms and conditions. Accounts can be accessed via Internet Banking with the use of an internet enabled computer, smart device and mobile Apps with its corresponding user ID and Password. The customer should understand that for his/her own safety, Bank will lock his/her internet access ID if the wrong Password be used successive three (3) times. While internet access is available twenty-four (24) hours a day, seven (7) days a week, some or all of the services may not be available at certain times due to designated service periods, maintenance, computer, telecommunication, electrical or network failure and/or any other reasons beyond the control of the Bank. Online transactions initiated through internet access before system downtime on a banking day shall be posted to the customer's account on the same day.

12. ANTI MONEY LAUNDERING:

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

12.2. User shall fully comply with the laws related to the money laundering and shall not use the Internet Banking services for any anti-terrorism or anti-state activities.

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

13. PROPRIETARY RIGHTS:

13.1. The User acknowledge that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors or SJIBL as the case may be.

13.2. The permission given by SJIBL to access Internet Banking will not convey any proprietary or ownership rights in such software. User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

13.3. User shall keep all information whether of the User, SJIBL or any other third party/customer derived from the I- Banking Services strictly confidential and shall not disclose to any third party without prior written consent of SJIBL.

14. GOVERNING LAW:

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

Bangladesh, in force.

14.2. SJIBL 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.

14.3. 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.

15. CHANGES OF TERMS:

15.1. SJIBL shall have the absolute discretion to amend or supplement any of the Terms at any time and will attempt to give prior notice of fifteen days for such changes wherever feasible. Such change to the Terms shall be communicated to the User. By using any new services as may be introduced by SJIBL, the User shall be deemed to have accepted the changed Terms.

16. TERMINATION ON INTERNET BANKING:

16.1. The User may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to SJIBL. The termination shall take effect on the completion of the fifteenth day. However, the User shall always be held liable for all accrued obligation or instruction given before or on the effective date of termination.

17. BREACH OF TERM & CONDITIONS:

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

I/We hereby acknowledge that I/we have read and understand the terms and conditions for I-Banking and the risk involved in Internet Banking operation and further declare and affirm that by signing below, I/we apply for the SJIBL Internet Banking Services subject to the aforesaid terms and conditions.