

TERMS & CONDITIONS FOR INTERNET BANKING OF PRIME BANK LIMITED.

These Terms & Conditions set out the rights & obligations of the User of the Service and the Bank (Prime Bank Limited), in connection with use of the Internet Banking Service. All the Terms & Conditions are legally bindings. So, please read these terms and conditions carefully before submitting application.

1. These Terms & Conditions form the contract between the User and the Bank for using the Internet Banking Service. The User (means “You”, “Customer”) shall apply in the prescribed form or through online directly by own to subscribe the Internet Banking Service. The Bank (means “We”, “Us”) at its sole discretion shall accept or reject any such application.
2. By applying for Internet Banking Service for the first time, the User acknowledges and accepts these Terms & Conditions. Notwithstanding anything contained herein, all Terms & Conditions pertaining to the accounts shall continue to apply.
3. The Bank reserves the right to change, cancel, and extend any part of the Service from time to time. The Bank shall notify the User of the changes through the respective website, if the Bank feels necessary.
4. This agreement replaces all earlier terms and conditions relating to the Service (if any) except where we advise you otherwise.

5. ELIGIBILITY AND APPLICATION:

- 5.1 The User of Internet Banking Service must maintain at least one transaction account with the Bank. Internet Banking shall allow the User to access more than one account. The bank reserves the right to refuse to open an account, or to limit access or to revoke a User's access to Internet Banking without prior notice to the User.
- 5.2 For self-enrollment over online, only singly operated accountholder is eligible to apply for Internet Banking service including Fund Transfer enabled by own.
- 5.3 By agreeing to be bound by the terms of this agreement, you agree that the Service will be available on all eligible accounts with us, whether open now or opened in the future, including any joint/partnership/company accounts you hold with others. The Service cannot be used on some types of accounts and we will advise you from time to time as to which accounts are eligible.
- 5.4 In order to use the Service, you must be registered by us to use the Service.

6. USAGE GUIDANCE

- 6.1 The necessary guidance in the form of Features, FAQ, Security Tips, Terms & Conditions, Help mentioned in Prime Bank’s official website as well as guidance in Internet Banking Pages and App interfaces, will cover (among other things) the times when the Service is available, how to access and operate the Service, what things you can and cannot do with the Service, and the time it usually takes to carry out particular types of transactions. You must follow all relevant guidance whenever you access and operate the Service.
- 6.2 We may inform you from time to time about changes to the way you should access or operate the Service. You must observe all such changes when accessing or operating the Service.

7. USER'S RESPONSIBILITIES FOR SECURITY

- 7.1 This is to be clearly understood that User's Password and Secret-Codes that are sent to email or mobile phone are confidential information. User is solely responsible for maintaining the secrecy of this confidential information. User should agree that he/she shall not, under any circumstance, disclose this confidential information to anyone, including anyone claiming to represent the Bank or giving assistance on a help desk in connection with the Service. It should be clearly understood that Bank employees do not need these confidential information for any reason whatsoever. If the User discloses this confidential information to anyone or fails to safeguard their secrecy, the Bank shall not be liable for the consequences.
- 7.2 The Bank shall not be liable if any fraudulent activity occurs with the Internet Banking Account of the User.
- 7.3 To ensure that you alone are able to access and give instructions on your accounts using the Service, you must adopt and at all times maintain the following security procedures.
- 7.4 To enable you to use the Service, we will give you a user identification number (User ID), verifications codes and you may then set or choose your own login ID, password, Secret PIN for the Service by own. For certain online services and transactions, we may also require you to obtain OTP (One Time Password) and use the Secret PIN for additional security verification purposes. These are all your Security Codes used to identify you whenever you access and transact using the Service
- 7.5 You should change your Passwords regularly and may do so if or when the Service requires you to do so. You should not choose a Password you have used before.
- 7.6 Whenever you choose a Password, you must take care not to choose a number that is likely to be guessed by anyone trying to access the Service pretending to be you. For example, you should avoid your own or a relative's birthday, or any part of your telephone number.
- 7.7 You must take all reasonable steps to ensure that you safeguard your Security Codes at all times, whenever possible. You must not disclose any details of your Passwords 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 technical helpdesk in connection with the Service.
- 7.8 You must not record your Security Codes in a way that could make them recognizable by someone else as Security Codes.
- 7.9 If you discover or suspect that a Password or any part of it is known to someone else, you must immediately change the Password yourself through the Service. If this is not possible, you must notify us immediately by telephoning us on 16218 (locally) or for overseas +8809604016218 (or any other number we may let you have from time to time for this purpose.
- 7.10 In the case of an OTP and/or code(s) to be received by you, you must immediately notify us on the loss or change of your mobile phone number registered with us. You must notify us immediately if you discover or suspect that the mentioned code(s) is/are obtained by or known to someone else. If you are using the Service, you should immediately terminate that online session to deactivate the codes already obtained for that session.
- 7.11 If you become aware of any transaction on any of your accounts that has not been validly authorized by you, you must notify us immediately by telephoning us on 16218 (locally) and for overseas

+8809604016218 (or any other number we may let you have from time to time for this purpose). For this purpose, you are reminded that you must, as is required of you for all your accounts, check all bank Statements for any unauthorized transactions.

8. SAFEGUARDS

- 8.1 You must not allow anyone else to operate the Service on your behalf.
- 8.2 You must not leave Your System unattended while you are on-line to the Service.
- 8.3 You must not access the Service from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.
- 8.4 You must comply with any other requirements designed to protect the security of your use of the Service which are set out in our official website, Internet Banking pages, application interfaces or notified by us to you in any other way.
- 8.5 In relation to any Security Codes and/or OTP (where applicable) sent to you by ordinary post or by any other means, you agree to be responsible for and accept all risks associated with the delivery by the us to you of the Security Codes and/or OTP, from the time the foregoing leaves our physical custody or when we transfer control of the same to you (as applicable) or when we send the codes to your mobile number and/or email address based on our records and you shall be responsible for the continuing safekeeping of the same thereafter.
- 8.6 Any individual, (whether with or without your permission) who uses such Security Codes and/or OTP(s) shall be deemed to have be authorized by you unless otherwise notified by you to us. Unless otherwise notified to us by you, you agree not to hold us responsible in any way for losses you may suffer from non-receipt of Security Codes and/or OTP(s) or the disclosure to any party.

9. AUTHORITY TO US TO CARRY OUT INSTRUCTIONS

- 9.1 You agree that the use of the Security Codes agreed between us for the Service is adequate identification of you. We are entitled to act on instructions (using the Security Codes via the Service) without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorized by you.
- 9.2 You agree that when you give to us an instruction via the Service (including but not limited to an instruction to transfer funds out of your account), we are deemed to have received or executed the instruction only when you have received our confirmation that we have received or executed that instruction.
- 9.3 You are solely responsible for ensuring the accuracy, adequacy and completeness of all instructions given by you via the Service (including but not limited to instructions to transfer funds out of your account). We are not obliged to verify the accuracy, adequacy and completeness of your instructions. Without limiting the scope of anything in section 15, we will not be liable for any loss or damage to you as a result of:
 - 9.3.1 Your instructions to transfer funds being inaccurate, inadequate or incomplete in any manner; or

9.3.2 Any failure, refusal, delay or error by any third party through whom any such funds transfer is to be made, to transfer the funds to or to credit the account of the intended payee.

9.4 You will not be liable for misuse of your Password by someone to give unauthorized instructions purporting to come from you provided that you prove to our satisfaction that you have:

9.4.1 ensured that all the security procedures described in sections 7 and 8 inclusive have been faithfully observed; and

9.4.2 notified us that your Password is or might be known to someone else in accordance with section 7 and 8.

9.5 You will be held liable for all losses due to unauthorized use if you have acted fraudulently or with gross negligence or if you are in wilful default of any of the security obligations described in sections 7 and 8 inclusive or the notification requirements of sections mentioned thereby.

9.6 You will not be responsible nor have any liability for any instruction that is not authorized by you but is given using your Security Codes if:

9.6.1 such instruction is given after you have notified us that you have discovered or suspected that your mobile phone number is lost or changed or your Password is obtained by or known to someone else in accordance with section 7 and 8; or

9.6.2 your Password has been obtained by or has become known to the person giving the unauthorized instruction as a result of our failure to comply with section 15 or any negligence or wilful default on our part.

10. UNAUTHORIZED/FRAUDULENT ACTIVITIES

10.1 This Agreement is subject to all applicable operating circulars of Bangladesh Bank, Prime Bank Limited and any other applicable provisions of Laws of the land. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors and assignees.

10.2 For the avoidance of doubt, for the purposes of determining your liability for any loss directly arising from any unauthorized, fraudulent or illegal activities, or activities which are otherwise contrary to law conducted by persons unknown to you, we may require you to prove to our satisfaction that:

10.2.1 you did not use the Service personally in fact, nor did you authorize anyone to use the Service on your behalf during the relevant period(s);

10.2.2 you did not act negligently or fraudulently, or such loss is not otherwise attributable to your wilful misconduct;

10.2.3 you have exhausted all reasonable means and taken all necessary security measures (including the relevant security procedures described in section 7 and 8) to prevent such loss; and

10.2.4 you have notified us and the relevant authorities at the earliest opportunity.

11. ANTI MONEY LAUNDERING

11.1 The User hereby agrees and confirms that he/she shall not use this Internet Banking/App facility for money laundering or to violate any law related to the money laundering or any other illegal, unlawful purpose. The Bank reserves the right to demand explanation from the User within 7 working days regarding any matter pertaining to money laundering law of the Country.

11.2 The user shall fully comply with the laws related to the money laundering and shall not use the Internet Banking/ App service for any unlawful, anti-terrorism or anti-state activities.

11.3 The user undertakes to fully indemnify the bank for any loss, economic or otherwise, should you be involved, directly or indirectly, in the act of money laundering.

12. THE BANK'S LIABILITIES

12.1 When we receive a transaction instruction from you through the Service, we will be entitled to debit any payment plus any charges payable for the transaction from the account you have specified. Once you have given an instruction through the Service, you will not be able to reverse it. We will be under no obligation:

12.1.1 to reverse an instruction you have given; or

12.1.2 to accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices.

12.2 However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking system. You agree that you will be responsible for any costs we incur as a result.

12.3 We may, when we believe we are justified in doing so:

12.3.1 refuse to carry out an instruction given via the Service; or

12.3.2 require written confirmation from you of a particular instruction.

12.4 If we come to believe that an instruction may not have been properly authorized by you, we will be entitled, after making reasonable efforts to check whether it was properly authorized, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any loss to you that results from such a reversal.

12.5 When you give an instruction via the Service, we will act on that instruction in accordance with the cut-off times notified to you through the Service. From time to time we may notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business Day.

12.6 The Bank shall not be liable for any late or incorrect transfer of funds or any consequence thereof or any other loss, damage, claims or proceedings that may arise as a result of the User's failure to intimate the change in writing to the Bank in proper time.

12.7 The Bank may suspend, withdraw or restrict the use of the Service or any part of the Service where:

12.7.1 The Bank has reasonable grounds to suspect that the User's Security Details have not been kept in safe.

12.7.2 The Bank has reasonable grounds to suspect unauthorized or fraudulent use of the User's Security Details.

13. OPERATING TIMES, CHANGES AND DISRUPTIONS

13.1 The User may access the Bank accounts through the Internet Banking Service 24 hours a day, 7 days a week. Transactions, that are executed by the User after the cut-off time of a working day or on public holidays and 1st July and 31st December being Bank holidays, will be posted with the value date of the next working day.

13.2 The Bank may perform regular maintenance on its systems or equipment which may cause interruption of Service. In case of unavailability of Internet Connectivity provided by the vendor may cause interruption of Service. Considering the technical difficulties, security threats and/or disasters, Prime Bank Limited reserves the right to discontinue the Internet Banking Service until resolution of the problem(s).

13.3 You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.

13.4 In connection with the Service, we are entitled at any time to:

13.4.1 change the mode of operation; or

13.4.2 add to, remove or otherwise change, end or suspend any of the facilities available; or

13.4.3 end the Service.

13.5 If we decide to change or end the Service, we will try to give you maximum days' notice or whatever shorter period of notice may be reasonable in the circumstances.

14. SOFTWARE AND HARDWARE

14.1 User is solely responsible for the maintenance, installations, configuration and operation of his/her Computer and the required Programs used in accessing the Internet Banking Service.

14.2 You must take all reasonably practicable measures to ensure that any computer or other device from which you access the Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Service can be accessed through the Internet or other communication channels as the case may be, public systems over which we have no control. You must therefore ensure that any computer or other device you use to access the Service is adequately protected against acquiring Viruses.

15. THE EXTENT OF OUR LIABILITY FOR YOUR LOSS OR DAMAGE

15.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.

15.2 We will not be liable for any loss or damage to you as a result of making the Service available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):

15.2.1 acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 9.4, 9.6 which explain the exceptions to this rule); and

15.2.2 any incompatibility between Your System and the Service; and

15.2.3 any machine, system or communications breakdown, interruption, malfunction or failure (except where such failure should have been prevented by the risks control and arrangement measures had we adopted such measures in accordance with section 15.1), industrial dispute, failure or fault of any Internet service providers, telecommunications or SMS service providers or operators, or their respective agents and subcontractors or other circumstances beyond our control that leads either to

- the Service being totally or partially unavailable or delayed, or to the non-receipt, interception of or unauthorized access to or use of the Security Codes or to instructions given via the Service not being received, authenticated, accurate, correct or acted upon promptly or at all; and
- 15.2.4 you relying on or using any financial or product information provided as part, or by means, of the Service, or you using or purchasing any service or product by virtue of such reliance or use of the Service; and
- 15.2.5 any misuse of Your System or the Service by you or anyone else; and
- 15.2.6 any access to information about your accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our willful default); and
- 15.2.7 any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS messages, Security Codes or anything available under the Service, or any error, inaccuracy or incompleteness of any information or data available under the Service.
- 15.3 In the event that we are liable for any loss or damage to you as a result of your use of the Service, we shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or willful default.
- 15.4 Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on 16218 (locally) or for overseas +8809604016218 (or any other number we may let you have from time to time for this purpose).
- 15.5 You shall indemnify us, our employees and our nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Service.

16 BREACHING OF TERM OF THIS AGREEMENT

You must compensate us for any loss we suffer as a result of your breaking any term of this agreement.

17 TERMINATION OF THE SERVICE

- 17.1 You may cancel your use of the Service at any time by giving us written notice (or in any other way we notify you about from time to time).
- 17.2 If you have multiple accounts, you may not cancel the Service solely in respect of any one account, unless you are notified by Bank.
- 17.3 We have the right to end or suspend your use of the Service at any time. We will usually give you at least 30 days notice. However, we may give you a shorter period of notice or no notice if we consider it necessary, for example because of security concerns in connection with your use of the Service or otherwise to operate any of your accounts in breach of your arrangements with us.
- 17.4 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service

18. FEES AND CHARGES

18.1 We are entitled:

18.1.1 to give you free of cost service, charge you fees and charges for the Service; and

18.1.2 to change those fees and charges from time to time by giving you at least 30 days notice. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 30 day notice period. However, your continued use of the Service after the 30 day notice period shall be conclusively deemed to be your acceptance of such changed fees and charges.

18.2 The management has right to impose/modify charges at any time. If any charge is imposed/modified, the User shall be informed immediately through the respective website.

19. BANK'S RIGHT TO THIS AGREEMENT

19.1 We have the right to change the terms of this agreement at any time by giving you notice either in writing, by placing prominent notices at our offices or branches or by sending you a message via the Service, email or SMS. Your own rights to use the Service will not be affected by the change until you have actually received the notice.

19.2 We will give you 30 days notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the terms of this agreement, we will treat your subsequent use of the Service as your acceptance of the change (but please remember, you have the right to end your use of the Service at any time).

20. RECORDING YOUR CALLS AND INSTRUCTIONS

20.1 To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:

20.1.1 we will record all telephone conversations between us and customers of the Service; and

20.1.2 we will keep a record of all instructions given by customers via the Service; and

20.1.3 we may listen to telephone calls made in respect of the Service in order to assess and improve the quality of the Service.

21. ADVERTISING

From time to time we may advertise our own products and services through the Service. If, in connection with other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these advertisements.

22. THE LAW GOVERNING THIS AGREEMENT

This agreement is governed by the laws of People's Republic of Bangladesh ("Bangladesh"). Both parties agree to submit to the jurisdiction of the Bangladesh Courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate.

23. COMMUNICATIONS

23.1. Any complaints in connection with the Services should be directed to the Bank's Contact Center as described above.

23.2. Except for the Bank's Contact Center, you can also notify the Bank by visiting any Bank branch where you have opened an account.

23.3. Please ensure that all your details, including your address is accurate and up-to-date as all correspondence shall be sent to the address given to the Bank. In case of a change in address or any details, you are required to inform the Bank immediately.

23.4. The Bank shall in no way, be responsible for any act or omission that occurs as a result of you failing to do so under this Clause.

24. THE VALIDITY OF THE TERMS

24.1 If one or part of the terms and conditions of the Prime Bank Internet Banking and App proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions.

24.2 If the Bank waives any of the terms and conditions of the Prime Bank Internet Banking and App Services once, this may be on a temporary basis or as a special case only. Such waiver shall not be deemed to be a continuing waiver of the terms and conditions of the Prime Bank Internet Banking and App Services.

25. ASSIGNMENT

The Bank may assign its rights and delegate its duties under the terms and conditions for Prime Bank Internet Banking and App Services to any present and future, directly or indirectly, affiliated company or to any third party for performance.

26. FORCE MAJEURE/TECHNICAL GLITCHES

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 event or Technical Glitches or for any reasons beyond the reasonable control of the Bank.

27. ONLINE FUND TRANSFER

27.1 User shall be responsible for all "fund transfer" transactions.

27.2 Fund Transfer can be made from User account to another account held with Prime Bank and other banks.

27.3 BEFTN (Bangladesh Electronic Fund Transfer Network) Disclaimer:

Rules for Inter Bank Fund Transfer through BEFTN including Credit Card Bill Payment (Any Bank, Any Branch):

27.3.1 If a Fund Transfer request is placed in 1st Session: 12:01 A.M. to 2:00 P.M., the Beneficiary A/C will be credited by the same working day. If the Fund Transfer is placed in 2nd Session: 2:01 P.M. to 11:59 P.M., the Beneficiary A/C will be credited by the next working day. If a Fund Transfer request is placed at holiday, the Beneficiary A/C will be credited by the available session of next working day.

27.3.2 Prime Bank transfers the funds to the receiving Banks on every working day after transaction hour. If any receiving Bank makes any delay in crediting the fund to Beneficiary A/C, then the receiving Bank will be responsible for the delay, Prime Bank will not be responsible at all.

27.4 NPSB (National Payment Switch Bangladesh) Fund Transfer Disclaimer:

27.4.1 Prime Bank will place the Internet Banking Fund Transfer (IBFT) request in NPSB network for processing on real-time basis. Whenever the Fund Transfer (FT) is initiated by the user, the subsequent account will be debited and the beneficiary account/card (of other bank) will be credited instantly. IBFT will be governed by the rules & regulations of Bangladesh Bank.

27.4.2 However, Prime Bank will not be responsible for the following cases:

27.4.2.1 If the transferred amount/fund is not credited to the beneficiary Bank Account due to wrong entries

27.4.2.2 If the transferred amount has been credited to wrong account due to wrong account number input

27.4.2.3 Amount of transferred fund is wrongly inputted.

27.4.2.4 NPSB Service is down for any technical difficulties of Beneficiary Bank or Bangladesh Bank NPSB Network

27.4.2.5 For any inevitable technical problem / or matter of force majeure.

28. BILL PAYMENT SERVICE

28.1 Electronic Utility Bill Payment Service is only available to Customers of the Bank who are already Customers of the Banks Internet Banking/ App Service, and shall cover all the utility bill payments of different Billers with which the Bank has agreement in writing.

28.2 Each Biller will provide each subscriber availing Electronic Utility Bill Payment Service with a unique subscriber identification number.

28.3 The Bank will provide Electronic Utility Bill Payment Service to Customers for paying utility bills through the Bank's website with payment instructions containing details of the Customer and utility bills as mutually agreed between the Bank and the Biller from time to time.

28.4 The Customer, through the Banks website (Internet Banking portal) or App, shall issue instructions to the Bank for payment of an amount to the Billers account against the Customer's utility bill by debiting designated Customer Account at his/her own risk and responsibility. After satisfactory verification and transmission of such instructions for payment, the Customer will be issued a confirmation.

28.5 It is the responsibility of the Customer to select or type the correct payee's name, address, amount and account number of the Biller. The Bank shall not be responsible if the Customer makes any mistake by selecting the incorrect payee, providing an incorrect address or account number, or any other error or omission.

28.6. There is no obligation on the part of Bank to notify you in case a payment does not go through either due to insufficient funds or for any other reason.