

## TERMS & CONDITIONS for BRAC Bank Internet Banking Services

(PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE SUBMITTING APPLICATION)

Use of BBL Internet Banking Service is subject to the following terms and conditions which set out the general rights and obligations of the User(s) and BRAC Bank Ltd in connection with the use of BRAC Bank Ltd Internet Banking Service.

For the purpose of this document, “Internet Banking Services” or “I-Banking” refers to the internet banking services provided by BRAC Bank Limited through internet or e-commerce banking such as balance enquiry, utility bill payment, fund transfer within the accounts of BRAC Bank Limited services etc. or other services as may be made available by BRAC Bank Limited from time to time.

“User”, “he/she” and/or “his/her” means BRAC Bank Limited’s account holder(s) registered to use I-Banking. “BBL” means BRAC Bank Limited, 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 1 Gulshan Avenue, Gulshan 1, Dhaka – 1212; and its branches or its assigns in respect of which the service will be available.

### **1. APPLICATION FOR BBL INTERNET BANKING:**

- 1.1. Singly operated account holders, Joint accountholders (operating in either or survivor mode), or proprietorship accountholders may apply for Internet Banking Services. In terms of joint account holders (operating in either or survivor mode), only one of the applicants will be entitled for requesting and receiving all Internet Banking associated services. The User shall apply to BBL branches in the prescribed form and must submit at his/her presence for use of Internet Banking Services subject to the terms and conditions stated herein including any other terms and conditions as modified or inserted by BBL from time to time.
- 1.2 To perform Internet Banking transactions, customer will be required to avail either Hardware or Software Token. Customer will have the option to select either Hardware or Software Token to perform Internet Banking Transactions or he/she- may choose none of these and in such cases where customers do not choose Hardware/Software Token, customer shall avail “View Option (Non-transactional mode)” only.
- 1.3 Physical presence of the customer is required at his/her chosen BRAC Bank branches / SSSCs / SKBs for collecting Hardware/ Software Token and PIN mailer.
- 1.4 Customer shall collect Hardware Token and/or PIN Mailer from his/her selected branch within 90 days from the date, when the Hardware Token and/or PIN Mailer is ready to collect; otherwise Hardware Token and/or PIN Mailer will be destroyed by Bank authority for security purpose. In such cases Bank will not be responsible for any claim after the said 90 days period.

### **1.5 New Application for NRB customers:**

NRB customers need to send filled up Internet Banking application form along with valid passport copy(first 6 pages with amendment pages if available) & Driving License / Residency Card/ PR Card (Photo ID) copy attested by Bangladesh High Commission through International Courier to:

Manager,  
Internet Banking, Cards and Payments  
Retail Banking Division  
BRAC Bank Limited  
Anik Tower  
220/B, Tejgaon I/A,  
Dhaka-1208, Bangladesh

Manager- Internet Banking, Cards & Payments is the Core contact point of NRB Internet Banking customer.

### **1.6 New Application for Remittance Customers:**

The customer, who is applying for Internet Banking Service while opening **NEW Remittance A/C**, does not require additional document. The reason is that, A/C Opening Document covers the entire necessary documents for Internet Banking Service.

If existing Remittance Banking customer wants to apply for Internet Banking service from abroad, they need to send filled up Internet Banking application form along with valid passport copy (first 6 pages with amendment pages if available) & Driving License / Residency Card/ PR Card (Photo ID) copy attested by Bangladesh High Commission through International Courier to: Relationship Manager (where Remittance Agent is not available):

#### **Relationship Manager**

Remittance Services,  
Retail Banking Division  
BRAC Bank Limited,  
Anik Tower, 220/B Tejgaon I/A, Dhaka 1208, Bangladesh

Relationship Manager, Remittance Banking Services is the core contact point of Remittance Internet Banking customer.

However, if Remittance Banking Agents are available in their locations and they can confirm/authenticate "Customer's Physical Presence in front of them" on the Internet Banking application form, Attestation by Bangladesh High Commission is not required. However, required document i.e valid passport copy (first 6 pages with amendment pages if available) & Driving License / Residency Card/ PR Card (Photo ID) copy has to be submitted along with the Internet Baking application form.

- 1.7 BBL at its sole discretion may accept or reject any such applications. Once the application is accepted by BBL, these Terms & Conditions shall form the contract and govern the relationship between the User and BBL in relation to use of Internet Banking Services.
- 1.8 The User needs to use a unique e-mail address and mobile number for each User ID.
- 1.9 By applying for Internet Banking 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. In the event of any conflict between these Terms & Conditions and the Rules and Regulations governing the User(s) account with BBL, these Terms and Conditions shall prevail with regard to BBL Internet Banking.

## **2 INTERNET BANKING USERS LOG IN ACCESS, PASSWORD & SECURITY PROCEDURES:**

- 2.1. BBL 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 BBL 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. BBL shall not be liable and responsible for hacking of your computer where the user will receive the User ID and Password and BBL shall not be responsible and Liable for share of User ID and Password.
- 2.2. 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. In case of hacking/sharing of User ID and Password BBL shall preserve the right to close the I Banking Service without prior consent from the User, However, BBL shall preserve the right to file a case against the User if it is observed by BBL that the User has/may any involvement with the incident.

- 2.3. 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.
- 2.4. The 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's 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, misplacement or fraudulent use of the User ID and Password.
- 2.5 2FA Device is a Two Factor Authentication device, which generates a random OTP (One Time Password) that acts as a second level of authentication. After registering for BRAC Bank Internet Banking, customer will need the 2FA Device to login to their Internet Banking accounts for secured and successful transactions. In these particular and other associated documents we are referring 2FA Device as "Hardware Token" or "Software Token". The User shall have to use the OTP generated by the Hardware/Software token to conduct his/her Internet banking during that session. User will solely be responsible for bearing the security of his/her own Hardware / Software Token and registered email. BRAC Bank Limited (BBL) shall not be liable and responsible for any compromise or hacking of the Customer's computer, email or the Device through which the OTP (One Time Password) will be generated. Customers are requested to check back the precautionary notes shared below.
- Hardware Token comes with the warranty of 1 year. Device Warranty will not cover for lost / physically damaged / permanently deactivated Hardware Tokens;
- 2.6. If the User gives or shares his/her User ID, Account Password or OTP to anyone or fails to safeguard its secrecy, he/she does so at his/her own risk because anyone with User ID and Password will have access to his/her accounts.
- 2.7. User needs to call 16221 to reset password, lock or change account to non-transactional mode of Internet Banking (IB) status. Non resident User needs to call +880 2 55668056.
- 2.8. If the User's password is lost or stolen, or is known by another individual, he/she must notify BBL through calling in Call Center to deactivate the I-Banking account and submit a written application at any nearest BBL Service Outlet. BBL upon receipt of the written request from the User shall at the earliest, stop the operation of the Internet Banking Services of the respective User account. *If the Bank receives any information verbally or in written form from anyone including the user, Bank may immediately suspend the services in good faith for the safety and security of the user.*
- 2.9. The User agrees and acknowledges that BBL shall in no way be held responsible or liable if the User incurs any loss as a result of information disclosure to any third party by the user him/herself 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 BBL in respect of the same.
- 2.10 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 him/her 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.

### **3. SERVICE SOFTWARE & HARDWARE REQUIREMENTS**

- 3.1. User is solely responsible for the maintenance, installations and operation of User's computer and for the software used in accessing Internet Banking.
- 3.2. BBL shall not be held responsible if the Internet Banking System does not work properly or the service is interrupted due to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes, or any other causes beyond the reasonable control of the Bank.
- 3.3 For Software Token, A smart phone is required to get OTP (One Time Password)

### **4. CHARGES:**

- 4.1. BBL shall initially provide the Internet Banking Services at free of cost. However, BBL reserves the right to change and recover from the User(s) service charges, as may be fixed by BBL from time to time. The User hereby authorizes BBL to recover such charges from his/her account(s).
- 4.2 A specified charge is applicable for availing Hardware/ Software Token.
- 4.3 In case of Lost / Physically damaged Hardware Token, Please call our 24hour Call Center 16221. For overseas callers call at +880 2 55668056 and request for permanent deactivation of Hardware Token Immediately.
- 4.2. Charges are subjected to change from time to time at BBL's discretion.

### **5. UNAUTHORIZED/ FRAUDULENT ACTIVITIES:**

- 5.1. Upon obtaining User ID and Password, User is requested to check the list of his/her accounts with BBL. If any of User account is missing, BBL must be informed immediately. If a third party account is linked to User's ID, BBL must be informed also. Do not access it or do not perform any transaction on that account. Such activity, if done, will be treated as fraudulent activity.
- 5.2. If User believes unauthorized transactions are being made with his/her account, he/she should change the Password immediately and notify BBL.
- 5.3. The User should check the Statements for all of his/her accounts for any unauthorized transaction. In case of any discrepancy in details of any transactions carried out in respect of the account, in that event, User should immediately inform BBL in writing. *Bank's only responsibility would be to use its best efforts to prevent such unauthorized transaction(s) if none had already been made.*
- 5.4 The Bank will not be responsible for any transaction in cases of Joint Account Holders (operating in either or survivor mode), where a transaction made by one accountholder is not in agreement with the other joint account holder.

### **6. ON-LINE FUND TRANSFER**

- 6.1. User shall be responsible for all "fund transfer" transactions. Fund Transfer can be made from User account to another account held with BBL and other banks.
- 6.2 EFT Disclaimer: BRAC Bank Limited will not be liable for any **Electronic Fund Transfer (EFT)** request rejected by system for the mistake/noncompliance of BEFTN rules by the originator.
  - BRAC Bank shall have the right to reject any EFT entry if not fully complied with requirements of EFT transaction and the originator is in default, including but not limited to the requirement, to maintain an adequate account balance or line of credit.
  - Bank will not reinitiate any returned entries automatically, but the originator may reinitiate, if necessary, any returned entry at their discretion following the same BEFTN process.
  - Bank will not be liable for any wrong credit to destination Bank account executed based on the data input (i.e. A/C No, amount, routing number etc.) of the originator.

- Bank will only initiate the EFT requests received within 4 pm, requests received after this cut-off time will be treated as next working day's instructions and will be processed accordingly.
- BRAC Bank will not be liable for any delay by the concern bank to credit beneficiary A/c and the same is also applicable for the reversals.
- Charges may apply for EFT transaction processing, as instructed by Bangladesh Bank from time to time, and the same will be realized from the originator's A/C accordingly.
- For any losses due to unauthorized EFT transaction, the originator/payer must notify in writing to BRAC Bank within 15 days from the date of issuance of the statement of account.
- Originator will bear/accept in case the execution of any EFT request is delayed due to unavoidable system malfunction or some other technical issues.
- Bank may add or modify the standard terms of conditions, (If needed).

## **7. UTILITY BILL PAYMENT**

- 7.1. The Utility Bill Payment services is only available to Users of BBL Internet Banking Service and shall cover all the utility bill payments of different utility service provider(s) (Billers) as mutually agreed between BBL and the utility service provider(s).
- 7.2. 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, BBL will not be liable for any erroneous transaction(s) incurred arising out of or relating to the User entering wrong account number and amount.
- 7.3. Upon BBL's decision, there will be a transaction amount limit for internet banking. Maximum amount of transaction limit can be subject to change from time to time at BBL's discretion.
- 7.4. For any transaction made after working hours or during public/bank holidays, the transaction's value date will be the next working day.
- 7.5. No transaction is allowed from a non-convertible taka account to a convertible account.
- 7.6. 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 as long as it does not contradict with the provisions stated herein. The policy of the Bill Collection shall be available from the branches of the Bank.
- 7.7. Payment amount and recipient information must be accurate as per the Bill. Any less or higher payment or incorrect beneficiary/recipient information is the sole responsibility of the User and the Bank shall not be held liable for any losses, late fee charges, damages or disconnection of utility services.
- 7.8. This agreement does not bind BBL as an agent of Utility agency. BBL shall not be held responsible for disconnection of the utility service for any reason by the utility service provider.

## **8. MAINTENANCE OF SUFFICIENT FUND:**

- 8.1. The User shall ensure that there are sufficient funds 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.
- 8.2. BBL shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.

## **9. ANTI MONEY LAUNDERING:**

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

9.2 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.

9.3. BBL reserves the right to request explanation from the User regarding any matter pertaining to money laundering and anti-terrorism law of the country.

**10. PROPRIETARY RIGHTS:**

10.1. The User acknowledges 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 BBL as the case may be.

10.2. The permission given by BBL to access Internet Banking will not convey any proprietary or ownership rights in such software.

10.3. The 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.

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

**11. GOVERNING LAW:**

11.1. These Terms and/or the operations in the Accounts of the User shall be governed by the Laws of Bangladesh, in force.

11.2. BBL 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.

11.3. 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.

**12. FORCE MAJEURE:**

12.1. If for any reason beyond its control including but not limited to system error, network problem, strikes, labor disputes, accidents, governments requisition, restrictions or regulations on travel, hospital operation, political disturbances, acts of war, acts of God, which may hamper to provide regular and normal service and unable to perform its obligations under this agreement, that case BBL shall not be responsible anymore.

**13. CHANGES OF TERMS:**

13.1. BBL shall have the absolute discretion to amend or supplement any of the Terms at any time and shall attempt to communicate such change(s) wherever feasible by any possible means. By using any new services as may be introduced by BBL, the User shall be deemed to have accepted the changed Terms.

**14. TERMINATION ON INTERNET BANKING:**

14.1. The User may request for termination of the Internet Banking to BBL branches at any time by giving a written notice at his/her presence of at least 15 days prior. 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. A nonresident customer can pay visit to any branch for termination of his/her Internet Banking while s/he is in Bangladesh or can send the completely filled up internet banking form with photocopy of first six pages of passport attested by nearest Bangladesh High Commission and send them via international postal service/courier to: Manager, Internet Banking, Cards and Payments, Retail Banking Division, BRAC Bank Limited, Anik Tower,220/B, Tejgaon I/A, Dhaka-1208, Bangladesh

**15. BREACH OF TERMS & CONDITIONS:**

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

**PRECAUTIONARY NOTE:**

In order to prevent unauthorized transaction through Internet Banking Service, Users are advised to strictly maintain the following:

1. The User ID and Password should not be written anywhere accessible to third party even if it his/her family members.
2. User should make sure that no one is physically watching the password(s) when he/she is Logging in.
3. It is important to remember to click 'Log out' after completing his/her Internet Banking session.
4. User should not leave his/her PC unattended while logged in to the Internet Banking system and the browser running with a valid User ID and Password cached as in such case anyone can gain access to the account
5. User should not choose Save Password options for any Auto Form fillers at any Public PC or the PC which is not owned by him/her.
6. Avoid using Internet Banking services at any public network (e.g.: Cyber Café, Public WIFI), Otherwise BBL is not liable for any incident of System Hack, Intrusions, Account Hack or System infection of Malwares or Virus occur.

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

If you need help with the log in process of Internet Banking or have technical questions, please call BRAC Bank 24-hour Call Center: 16221 (from Overseas +880 2 55668056)

Internet Banking Support can be reached via e-mail at [alternate.banking@bracbank.com](mailto:alternate.banking@bracbank.com)