



# Terms and Condition for Digital Banking

## Please read these terms and conditions carefully.

These terms and conditions set out the rights and obligations of you as the customer, and us as the Bank, in connection with your use of the Services under the Alternate Banking Channels:

NCCBL Net Banking;

NCCBL SMS Banking;

Unless otherwise amended and notified by the Bank from time to time. In consideration of the Bank agreeing at your request to provide you with the use of above mentioned Services, you agree to use the Services in accordance with these terms and conditions.

## 1. AGREEMENT

1.1 These terms and conditions form an integral part of Credit Card / Account Agreement that you have executed with the Bank and all other terms and conditions of the Credit Card / Account Agreement that have not been changed or modified by this agreement shall remain in full force and effect. If there is a conflict between the terms and conditions of this Agreement and any other relevant terms and conditions, the terms and conditions of this Agreement will prevail as far as it relates to the Services unless otherwise expressly stated herein.

1.2 You agree that the use of the Service by you will constitute your agreement to and acceptance of these terms and conditions as well as your acknowledgement of the inherent risks in conducting any transaction and using the Services over the Alternate Banking Channels and you authorize the Bank to follow/act on your instructions over telephone/mobile/internet and/or other means under the Alternate Delivery Channels set out herein.

1.3 You agree to pay all fees, costs and charges as may be associated with the use of the Services as the Bank may prescribe from time to time. You do hereby authorize the Bank to collect, set-off, and/or adjust any such fees from the account or accounts you maintain with the Bank.

1.4 In order to use the Services, you must:

1.4.1 be the holder of an Eligible Account or a person authorized to operate an Eligible Account (as the case may be);

1.4.2 apply to use the Service in the prescribed form and /or agree by activating NCCBL Net Banking through online and agree to the terms and conditions set out herein;

1.4.3 be registered with the Bank to use the Services and taking all necessary steps that the Bank may advise you to complete the registration process; and

1.4.4 comply with the terms and conditions of the Credit Card and Account Agreement (as may be applicable) and all other applicable laws, regulations, rules and the policies of NCC Bank Limited as may be framed and notified from time to time.

1.5 User Guidance and additional terms and conditions on the operation of the Services is or may be available at [www.nccbank.com.bd](http://www.nccbank.com.bd). The Bank may notify you from time to time about changes the user guidance of the Services.

1.6 The Bank may, at its sole discretion, utilize the services of the external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services.

1.7 The Bank shall be entitled to suspend or terminate the Services and to vary the services available through the use of Alternate Banking Channels or the operating hours of any such service at any time at its sole and absolute discretion without assigning any reason and without prejudice to any of its rights of action for any antecedent breach of these terms and conditions by you. Termination will not affect your liability or obligations in respect of Instructions processed by the Bank on your behalf.

## 2. INTERPRETATIONS

Some words and expressions used in this Agreement have particular interpretations as follows:

2.1 "We/Us/Our/Bank" means NCC Bank Limited and includes its successors-in-interest and permitted assignees.

2.2 "You/Your/Customer/User" means you, the customer(s), who applied to use and/or use the Services and includes your successors, heirs, legal representatives, administrators, and permitted assignees.

2.3 "Eligible Accounts" means the Credit Card account(s) held by you with the Bank and/or any other applicable accounts, including but not limited to savings, current, fixed deposit, loan or other accounts as determined by the Bank to be eligible to conduct Transactions on the Account using the Services under the Alternate Delivery Channel.

2.4 "Designated Electronic Mail Account" means the electronic mail account specified by you on the subscription form or upon registration for the Service by such other means and in the absence of such details, any electronic mail account you provided in connection with your use of the Bank's services, or such other electronic mail account which you may designate to the Bank from time to time for purposes of receiving electronic mails in relation to your use of the Services, as the case may be.

2.5 "Designated Mobile Number" means the mobile number specified by you on the subscription form or upon registration for the Service by such other means and in the absence of such details, any mobile number you provided in connection with your use of the Bank's services, or such other mobile number which you may designate to the Bank from time to time for purposes of communications in relation to your use of the Services, as the case may be.

## 3. NCCBL NET BANKING (DIGITAL BANKING)

3.1 Your use of the NCCBL Net Banking (Digital Banking) Services shall be governed by the Bank's prevailing terms and conditions, available in the Bank's website at [www.nccbank.com.bd](http://www.nccbank.com.bd) which forms integral part of these terms and conditions. When you use the NCCBL Net Banking (Digital Banking) Services, you must comply with the terms & conditions and other applicable terms relating to your Account, Banking Services, Third Party Accounts and the terms of the Credit/Debit/Charge Card Agreements. By signing the Subscription/Enrollment Form and/or by activating and using the NCCBL Net Banking services online, it is declared that you have read and fully understood the terms and conditions and accept the same. The Bank reserves the right to impose annual charges for using NCCBL Net Banking or any of its services at any time after providing reasonable notice to the Customers through email/ website and/or any other medium the Bank deems fit.

3.2 You instruct and authorize the Bank to email you the NCCBL Net Banking (Digital Banking) User ID and Password (collectively 'Security Codes') relating to your access to the NCCBL Net Banking (Digital Banking) Services to the Designated Email Address. You also instruct and authorize the Bank to send you NCCBL Net Banking (Digital Banking) One Time Password ('OTP') to your Designated Mobile Number, as recorded in core banking system as per your instruction, relating to any fund transfer from your account.

3.3 Subject to the Bank's prevailing terms & conditions governing the use of the Services you hereby authorize and instruct the Bank to act on any instructions received through the use of Security Codes and OTP, including but not limited to the transfer of funds (subject to limits as may be imposed by the Bank from time to time) from your account(s) with the Bank (which you are entitled to operate on a single signatory basis) to the third party accounts named under the heading 'Beneficiary Accounts', above, and, to any account which you may designate from time to time, for this purpose under the Bank's prevailing procedures.

3.4 In case of Single account and also the joint account with single mode of operation, You will have the authority to do transaction through NCCBL Net Banking as per rules & policy of the Bank. In case of Joint account, with joint mode of operation, you may only have the authority to do transaction through NCCBL Net Banking only if you are being allowed to avail a debit card by the Bank as per its rules, policy and custom.

3.4.1 In case of retail CASA or JOINT account, both mandate or seizing of signature can be changed upon client written request through any Branch and at one go Branch will inform NCCBL Net Banking authority regarding request of mandate or seizing of signature of the respective Account.

3.4.2 You solely or jointly do hereby undertake that if any fraud or misconduct occurs regarding any transaction through NCCBL Net Banking, in that case, You, do hereby unconditionally, absolutely and irrevocably declare and undertake that You will be solely under obligation to mitigate any loss/damage arising out of such transaction, and you will bear all losses and expenses and the Bank will not be responsible under any circumstances whatsoever and transaction amount interest/charge/costs will be repaid from Your own sources.

3.4.3 These Terms and Conditions shall be binding upon and to the benefit of us (CASA/NCCBL Net Banking A/c: Holders) and our respective legal representatives, successors and assigns. These Terms

and Conditions are not for the benefit of any other person, and no other person shall have any right Against the Bank hereunder.

3.4.4 These Terms and Conditions shall be construed in accordance with and governed by the laws of Bangladesh.

3.4.5 You shall comply with and be bound by all other relevant internal circulars, policies, rules and regulations of the Bank including any amendments made thereto from time to time in order to comply with Anti-Money Laundering laws, Anti-Terrorist Financing laws and any other laws or regulations as may be imported upon the Bank by the Bangladesh Bank and/or other concerned authorities.

3.4.6 You may use the NCCBL Net Banking Banking Services to:

3.4.7 Banking Services

Enquire about account balance, loan queries such as interest rate, schedule of charge, etc., last transactions (in relation to the account holder's accounts), download account statement etc. transfer funds intra NCC Bank and outside NCC Bank(EFTN, NPSB) as per the request of the account holder. Request for statement, bill payment, cheque book requisition/ activation, stop payment of cheque, view cheque status, change of NCCBL Net Banking login in relation to the account holder's account and such other types of banking or investment services as the Bank may from time to time introduce.

Card Services

Enquire about card account balance, last transactions (in relation to the card holder's card account), etc. request for statement, bill payment of own credit card and others' credit card and correlated issues thereof, cheque book requisition/activation, Visa Instant Transfer, contact details update in relation to the card holder's card account, activation of debit card and credit card, blocking of debit card and credit card, PIN change of debit card and credit card at your request, and such other type of card services as the Bank may from time to time introduce.

3.5 NCCBL Net Banking subscription using application form is also applicable for you and can complete the process by visiting any NCC Bank branch. NCC Bank approves both the registration process as a means of NCCBL Net Banking enrollment.

3.6 You will always adhere all rules/directives/circulars/promotions/suggestions regarding NCCBL Net Banking. NCC Bank may reach you through email, SMS, EDM, letters or any other medium to conform.

## 4. SMS ALERT

4.1 For Push Services, the Bank will use the respective mobile phone operator's text mail service (SMS) to send the financial information related to your Credit Card/Account on the following working day after the statement has been generated to your designated mobile number.

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

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

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

4.5 SMS Banking Service shall remain effective until otherwise advised in writing by the Card holder/Account holder. Based on your request SMS Alert Service may be deactivated within maximum 05 working days.

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

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

## 5. DISCLAIMER

5.1 Due to the nature of the Services, no oral or written information or advice given by the Bank or the Bank's employees shall create a warranty or in any way increase the scope of this warranty and you may not rely on any such information or advice. Bank shall not be liable for any loss, damages or expenses that you may or shall incur, including without limitation, any loss or damage caused to data, software, computer, telecommunications equipment or other equipment in connection with the Services unless they are caused solely and directly by gross negligence or willful default of Bank.

5.2 TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF SAVINGS' AND BUSINESS INTERRUPTION) OR SPECIAL OR EXEMPLARY DAMAGES (INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON AS A CONSEQUENCE OF USING THE SERVICES).

5.3 The Bank reserves the right to refuse or discontinue the Instructions for the following events: (a) the insufficiency of your outstanding credit balance, (b) non-existence or suspension of any Bank's credit line granted to you, (c) transaction with the Bank which may lead to an excess of the credit line originally agreed between the Bank and you, (d) transaction which is related to or become a dispute pending the court's trial, (e) notice of the Bank informing you of any operation irregularity which arises prior to or at the time of the Bank's execution of the transaction, you fail to perform or comply with any terms or agreements with the Bank or a consequence of Act of God.

5.4 You acknowledge that electronic mails sent by the Bank are/may not be encrypted; and the use of and transmission of information via electronic mail and/or the Internet cannot be guaranteed to be secure; and information transmitted may be susceptible to errors, viruses, delay, interception, modification or amendment by unauthorized persons.

5.5 You shall be bound by the schedule of charges bank may introduce from time to time for specific services or relevant services associated with your accounts.

FROM TIME TO TIME, BANK MAY NEED TO REVISE THESE TERMS AND CONDITIONS, IN WHICH CASE BANK WILL POST THE REVISED TERMS AND CONDITIONS ON ITS OFFICIAL WEBSITE OR NOTIFY BY CORRESPONDENCES. IF YOU CHOOSE TO CONTINUE USING THIS SERVICES AFTER ANY REVISION TO THESE TERMS AND CONDITIONS, YOU SHALL BE DEEMED TO HAVE ACCEPTED THE REVISED TERMS AND CONDITIONS ACCORDINGLY. IF YOU CHOOSE NOT TO ACCEPT THE REVISED TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO AND/OR USE OF THE SERVICES.

The following paragraph shall be undertaken by the Customer:

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

Applicant Signature: .....

Date: .....