Terms & Conditions for SJIBL Internet Banking and Mobile App Services

(Please read these terms & conditions carefully before submitting application)

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@sjiblbd.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.sjiblbd.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 confidentially 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.

* General Conditions applySpecimen