



## midland online & alert banking application form

### TERMS & CONDITIONS FOR SMS ALERT SERVICES:

#### 1. Alert Services:

SMS alert is a short message sent to the mobile number mentioned by the Customer in Alternative Channel Enrolment Form.

**1.1** SMS alert will be sent when any debit/credit transaction in the account(s) takes place through (i) Over-the-Counter Clearing/Deposit of Cheques, (ii) ATM Transactions, (iii) Debit Card Transactions, (iv) and Credit Card Transactions. Account Balance after execution of the notified transaction will also be mentioned in the SMS alert for the convenience of the customer.

**1.2** It is the sole responsibility of the Customer to ensure that the mobile number mentioned in the SMS Alert enrolment form is registered in his/her name and the mobile set or number is not shared with any other person so that the confidentiality of the transaction is maintained.

**1.3** Customer will inform/update MDB in the event of lost/damage of his/her mobile set or SIM immediately after such occurrence. MDB shall in no way be held responsible for any fraudulent transactions that take place before being notified of such occurrence.

**1.4** Bank shall not be responsible or liable for the delay, incomplete, inaccurate and/or non-delivery of the Alerts for the technical reason of the network of the mobile companies or any other reason on which Bank has no control.

### TERMS AND CONDITIONS FOR MIDLAND ONLINE BANKING SERVICE

These terms and conditions for Online Banking Service (the "Online Banking Terms") along with the Common Terms and Conditions hereunder set out the rights and obligations of the Customer and the Bank in connection with the Customer's use of the Bank's website access to the account or accounts mentioned above opened or maintained with the Bank (collectively and individually "Account") of the Customer, allowing the Customer to avail internet Banking Service as may be made available from time to time by the Bank on its website. The Customer shall be responsible for all transaction initiated through Internet & Banking Service. Including overdrafts, even if the Customer did not participate in a transaction, which resulted in an overdraft.

#### 2. Services

##### 2.1 Account Requirements

To subscribe to MDB Online Banking Service, Customer must maintain at least one CASA (Current, Savings & Special Notice Deposit Account) with the Bank (the "Account"). However, Online Banking Service will allow the Customer to access more than one Account. The Bank reserves the right to refuse to open an Account or to deny Customer the ability to access MDB Online Banking Service or to limit access or transactions or to revoke a Customer's access to MDB Online Banking Service without advance notice to Customer.

##### 2.2 Customer ID and Password

**2.2.1** Upon the Customer's registration for the MDB Online Banking Service, the Bank will provide each Customer with a unique customer identification code (the "Customer ID") and a temporary password (the "Internet Banking Password") which will allow the person to access the Customer's Account information. Once the Customer logged on through a correct Online Banking Password the system will not request for any further authorization for any transaction until he/she logs off.

**2.2.2** Every transaction over the MDB Online Banking Service, including but not limited to accessing account information, making transfers, giving transfer related instructions, initiated after entering the correct: Online Banking Password is deemed as initiated by the Customer.

**2.2.3** Customer shall be responsible for transfer/transaction authorized through MDB Online Banking service. The Customer shall be responsible for the proper and authorized use, confidentiality and authority of the MDB Online Banking Password for the Bank's website access to each Account and take every possible care to prevent unauthorized use of the MDB Online Banking Password for the Account. The Customer acknowledges that the internet Banking Passwords are only for verification of authenticity of communications made in the name of the Customer through the MDB Online Bank's website access to the Account and not for the purpose of detecting errors in communication and any such communication shall be deemed to those of the Customer.

**2.2.4** The Customer shall be responsible for all transfers, withdrawals, transactions and instructions initiated or originated by use of the MDB Online Banking Password.

#### 3.3 Customer Authorizations and Instructions

**3.3.1** The Customer irrevocably authorizes the Bank:

**3.3.1.1** To act on all Instructions given or apparently given through the Bank's website access to Account in the name of the Customer, and

**3.3.1.2** To debit or credit the appropriate Account accordingly without taking any further steps to authenticate the instruction.

**3.3.2** If the Customer gives instructions contrary to these MDB Online Banking Terms or otherwise, the Bank may at its discretion without advance notice to the Customer and without affecting the other rights of the Bank:

**3.3.2.1** Refuse those Instructions.

**3.3.2.2** Reverse bill payments or inter-Account transfers made on those instructions.

**3.3.2.3** Require written confirmation from the Customer of a particular instruction, and

**3.3.2.4** Suspend or stop the Account for any period of time.

However if the Customer asks the Bank to reverse the instruction after the Customer has given it the Bank may at its discretion try to do so to the extent that this is possible under the rules and practices of the banking system. The Customer agrees that the Customer will be responsible for any costs the Bank incurs as a result.

**3.3.3** If the Bank comes to believe that an instruction may not have been properly authorized by the customer, the Bank shall 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 without notifying the Customer. The Bank shall not be responsible for any loss to the Customer that results from such a reversal.

#### 3.4 Cut-off time

When the Customer gives an instruction via the MDB Online Banking Service. The Bank will act on that instruction in accordance with the cut-off times notified to the Customer through the MDB Online Banking service. From time to time the Bank may notify the Customer of changes to these cut-off times. Instructions given at any other time may not be acted on until the next business day.

#### 3.5 Electronic Mail

Customer may contact the Bank via e-mail for general and non-urgent communication as regular e-mail is a completely reliable or secure method of communication, no sensitive communications/information. Such as payment instructions, notices in connection with the terms of the MDB Online Banking Service should be transmitted through e-mail. The Bank will not be responsible if any e-mail sent by the Customer falls in the hand of a non-recipient.

#### 3.6 Statements

**3.6.1** The Bank may e-mail or deliver to Customer periodic statements for Customer's Account as agreed in Customer's deposit or credit agreements.

**3.6.2** These statements will include any transfer or bill payment the Customer authorized through MDB Online Banking Service. The Customer agrees to review Customer's periodic statements in accordance with these Internet Banking Terms and any other deposit or credit agreements governing Customer's Account, for accuracy of all transactions through MDB Online Banking Service.

**3.6.3** The Customer is advised to take printout of account statements at frequent intervals for reconciliation purpose.

### 3.7 Applicability Other Terms

Subject to the variance and changes made in these Internet Banking Terms, the Common Terms and Conditions so far practicable shall be applicable for the MDB Online Banking Service.

### TERMS & CONDITIONS FOR ON-LINE FUND TRANSFER:

#### 4. Services

**4.1** User shall be responsible for all financial transactions through MDB Online Banking. Fund Transfer can be made from User account to another account held with MDB. Fund transfer can be initiated for a bank account maintained with other bank with the help of BEFTN (Bangladesh Electronic Fund Transfer Network). Therefore, Bangladesh Bank rules & regulations for BEFTN are applicable.

**4.1.1** For fund transfer to account maintained with other Bank. MDB will send the fund transfer request through BEFTN. The time taken to credit the beneficiary account will depend on the beneficiary bank.

**4.2** The User will be responsible for putting in the correct account number and transaction amount for the fund transfer request. In such case, MDB will not be liable for any erroneous transaction arising out of or relating to the User entering wrong account number and/or amount.

**4.3** Maximum amount of transaction limit is subject to change from time to time at MDB's sole discretion.

**4.4** For transactions made after working hours. Or on public/bank holidays, value date will be the next working day.

**4.5** No transaction shall be allowed from a non-convertible taka account to a convertible account through MDB Online Banking. Transaction from Foreign Currency Account is also not allowed.

### ANTI-MONEY LAUNDERING

#### 5. Services

**5.1** User hereby agrees and confirms that he/she shall not use the Internet Banking, facility for money laundering or any other illegal unlawful purpose.

**5.2** User shall fully comply with the laws related to the money laundering and shall not use the MDB Online Banking service for any anti-terrorism or anti-state activities.

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

**5.4** User shall fully indemnify the bank for any transfer proceeds, or services of value that are derived from and/or to from the transactions known intended to benefit or to be: applied towards that engaged in transactions that directly or indirectly involve or benefit a person that is known to be subject of sanctions list (UN, OFAC, SMD OR SANCTIONED LOCAL SANCTIONED LIST).

### TERMS AND CONDITIONS FOR MIDLAND ONLINE BANKING ONLY FOR BILL PAYMENT SERVICE

These terms and conditions for MDB Online Banking Service-Bill Payment (the "IB Bill Payment Terms") along with the terms and conditions for Internet Banking Service and the Common Terms and Conditions hereunder set out the rights and obligations of the Customer and the Bank in connection with the Customer's use of the Bank's website access to make payments from the Account or Accounts of the Customer to a utility service provider (the "Biller") through the "Electronic Utility Bill Payment Service" initiated through MDB Online Banking Service on the Bank's website, as may be made available from time to time by the Bank in its website. The Customer shall be liable for all transactions initiated through the Electronic Utility Bill Payment Service.

#### 6. Services

##### 6.1 Eligibility

Electronic Utility Bill Payment Service is only available to Customers of the Bank who are already Customers of the Bank's MDB Online Banking Service, and shall cover all the utility bill payments of different billers with which the Bank has agreed in writing.

##### 6.2 Subscriber ID

Each Biller will provide each subscriber availing Electronic Utility Bill Payment Service with a unique subscriber identification number (Bill Payment Subscriber ID").

##### 6.3 Scope of the Service

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.

##### 6.4 Instructions

**6.4.1** The Customer, through the Bank's website shall issue instructions to the Bank for payment of an amount to the Biller's 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 instruction for payment the customer will be issued a unique confirmation reference number (the "Confirmation") visible on the screen. A printed copy, of the page containing the Confirmation will be accepted by the Biller as payment against the Customer's utility bill, subject to subsequent confirmation from the bank.

**6.4.2** 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 and incorrect Address or account number, or any other error or omission.

**6.4.3** Payment instruction initiated through MDB Online Banking against insufficient or unavailable funds in the Account of the customer and which are not covered by a prior overdraft agreement with the Bank. Shall not be processed.

##### 6.5 Statement and Record Retention

**6.5.1** Periodically the Bank shall e-mail or deliver statements of the Account of the customer which shall include utility bill payment details to the Customer.

**6.5.2** The Customer shall review the periodic statement and inform the Bank in writing within ten (10) business days from the date of the statement of any discrepancies.

**6.5.3** The Account information and transactions will be recorded and retained for one year so as to be usable for subsequent reference.

##### 6.6 Transaction Value Date

Any Transaction made on holiday (Weekly, public or Bank holidays i.e. 1<sup>st</sup> July or 31<sup>st</sup> December) or after Bank's, internet Banking service system cut-off time, the transaction value date will be the next working day. The bank shall not be responsible for any loss of interest or loss of exchange rate arising due to such transaction being not show on the day the same actually occurred.

##### 6.7 Availability of the service

It is acknowledged by the customer that the provision of the electronic utility bill payment service and website access to the Customer Account is dependent upon the availability of communication, processing and function and other facilities of the application systems. The bank cannot warrant such availability at all times. The service can be interrupted due to several technical and/or other reasons. The bank cannot always ensure access to its website. The bank shall be entitled to suspend or disconnect or discontinue the provision of the electronic utility bill payment service or website access to the customer Account with or without any prior notice to the Customer and/or biller for the purpose of carrying out of maintenance, upgrades or other works, in the event of the suspends disconnects or terminates the Electronic Utility Bill Payment service or website access to the Account upon the occurrence of any event over which the Bank has no control, the bank shall not be made liable for any loss or damage caused to the Customer and/or Biller as a result of such suspension disconnection or termination.

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### 6.8 Exclusion of liability

**6.8.1** Except as provide herein, the bank shall not be liable to the Customer or any other person for any claim, loss or damage arising directly or indirectly from the Electronic Bill Payment Service or website access to the Account or from the unauthorized use, interruption, unavailability or of materiel or virus transmitted or received in connection with provision on of the Electronic Utility Bill Payment Service or website access to Account or failure to carry out instruction at the right time incorrectness, misstatements or omitted information or mistakes in utility bill payment or inter-Account transfer or errors deletion or failure that occurs as a result of any malfunction the computer, software or system of the biller or transaction reserved under these IB Bill Payment Terms or breach of confidentiality arising directly or indirectly from any other causes, expense or damages. Including not limited to loss of anticipated profit or other economic loss in connection with the Electronic utility Bill Payment Service or website access to the Account.

**6.8.2** The Bank shall in no way responsible for any excess payment service or website to the account customer while paying through the MDB Online Banking service. It is the discretion of the customer and he/she shall be solely responsible for any consequences as per the contract between the Biller and the Customer. The Bank assumes no responsibility on behalf of the Biller.

### 6.9 Suspension of the service:

The Bank may, at any time, without giving prior notice or reason, suspend or terminate all or any of the Bill Payment Service or their use by the Customer.

### 6.10 Applicability of other Terms:

Subject to the variance and changes made in these IB Bill Payment Terms, The MDB Online Banking Terms and the Common Terms and Conditions so far practicable shall be applicable for the Electronic Bill Payment service.

### 6.11 Others Terms:

**6.11.1** The Bank will not be responsible for disconnection of concerned utility service

**6.11.2** The Bank shall not be held responsible for disconnection of the utility for any reason by the Biller.

**6.11.3** This agreement does not bind the Bank as an agent of the Biller. The Bank shall not be Responsible for the maintenance of the utility services.

## COMMON TERMS AND CONDITIONS

### Applicability of Other Agreements

The terms and conditions of any deposit account agreement rules regulation, schedules, signature card credit agreement, including any disclosure made pursuant to such agreements or authority executed by or made available to the Customer and any subsequent amendments to any of the foregoing are incorporate herein by reference. Credit agreement may include credit card agreement the customer has with the Bank. However, if there is any conflict of inconsistency between the terms and conditions stated in the other agreements and these terms and conditions state in the other agreement then these terms and conditions shall control to the extent of such conflict or inconsistency.

### 7. Customer's Undertakings and Liabilities

**7.1** Customer undertaken to use the Services subject to the Bank's stated process.

**7.2** After the Customer's first use of any of the Services, he/she shall be deemed to have accepted and be bound by terms conditions of the relevant Services.

**7.3** Customer warrants that all information provided by Customer to the Bank in relation to the service are true, accurate and complete and should take liability for any consequences therefor.

**7.4** Customer undertakes that the Bank has the right to use his/her personal information and account information, and the Bank will make efforts to ensure the information confidential in the Bank unless.

**7.4.1** There are any requirements to disclose the information in any relevant laws or regulations or from the government or any supervisory organizations.

**7.4.2** It is necessary to disclose the information so as to prevent fraud.

**7.4.3** In order to provide the service some of the information must be disclose according to the decision of the Bank.

**7.4.4** To provide related information to authorized organizations according to the laws.

**7.4.5** Only terms and conditions related to account officially provided by the Bank in writing are the basis the customer could use as to execute his/her rights.

**7.4.6** Customer acknowledges that there may be a time lag in transmission of instruction, information or communication via SMS/Mobile/Web/internet.

**7.4.7** Customer must compensate the Bank for any loss the bank suffers as a result of his/her breaking any of the terms conditions for MDB Online Banking Service and these Common Terms and Conditions.

### 8. The Bank's liabilities:

**8.1** In any event, the Bank will not be liable for any loss or damage to Customer or any feature or functionality or any of the Services is not available to him/her including any direct, indirect consequential or special loss.

**8.2** Examples of circumstances in which the Bank will NOT be liable to Customer for loss or damages resulting to customer through use of the services include (but are not limited to):

**8.2.1** Acting on an instruction which has been validly authenticated as coming from the Customer but which in fact was given by somebody else through Customer's Identified Mobile Phone Number., MDB Online Banking password or

**8.2.2** Any incompatibility between any of the Services of the Bank and Customer', equipment and systems. e.g. mobile phone, mobile subscriber system, computer and/or software; or

**8.2.3** Any machine, system or communication failure, industrial dispute or other circumstances beyond the Bank's control that leads either to any of the Services being totally or partially Unavailable or to instruction given via the Services not being acted upon promptly or at all; or

**8.2.4** Customer relying on any financial information provided as part means, or by means, of the Services: or

**8.2.5** Any misuse of Customers aforesaid equipment and/or systems by the Customer or anyone else; or

**8.2.6** Any access to information about Customer's accounts which is obtained by a third party as a result of Customers using the Services.

**8.3** In the event that Customers suffers any loss or damage as a result of using of the Services, the Bank 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 the Banks gross negligence or willful default. Further, in no event whatsoever the total liability of the bank in connection with any of the services shall exceed the fees/charges actually received by the Bank from the customer in the preceding six months period.

### 9. Reporting unauthorized Transaction and Error Resolution

**9.1** If Customer believes unauthorized transactions are being made from Customer's Account, Customer should change the MDB Online Banking Password immediately and notify the Bank.

**9.2** If Customer finds any periodic statement wrong or wants to have more information about transaction or if Customer regards the Bank executes his/her instruction, incorrectly he/she should contact the Bank in writing or over telephone within ten (10) business days, after the Bank has sent the Customer the first statement on which the problem or error appeared, with following information: Customer Name, Account Number, Transaction Details, Transaction Reference Number etc., otherwise, the Customer will be deemed to accept the unauthorized Transaction, wrong statements and Bank's incorrect execution of the instructions and takes all the liabilities.

**9.3** For this purpose, Customer is remained that he/she should check all bank statements for any unauthorized Transaction.

**9.4** The Bank will inform Customer the results of the Bank's investigation within ten (10) business days on receipt of the Customer's notification and will correct the error (if any) promptly. If the Bank needs more time to investigate, it will inform the Customer accordingly and may take up to ninety (90) days.

**9.5** Customer should contact the Banks Contact Center at Helpline: 09666410888 / 09611410888. Email: [mdb.online@midlandbankbd.net](mailto:mdb.online@midlandbankbd.net) (or any other number the Bank may advise Customer from time to time for this purpose) or write to:

### Midland Online Banking Help Desk

Midland Bank Limited

Head Office: NB Tower (Level 5 -9), 40/7 North Avenue, Gulshan-2, Dhaka-1212, Bangladesh.

### 10. Availability of services and Disruption:

The Bank shall be entitled to suspend, disconnect or discontinue the provision of the Services or website/mobile network/platform access to the account by prior notification in the website/mobile for the purpose of Carrying out the maintenance, upgrades or other work. In the event the bank suspends disconnects or terminates the Services or website/mobile network/plat form access to the account upon the occurrence of any event over which the Bank has no control, the Bank shall not be made liable for any loss or damage caused to the Customer as result of such suspension, disconnection or termination.

### 10.1 Force Majeure/Events beyond human control

The Bank shall not be liable or responsible for delays or unavailability of the services resulting from acts or facts reasonably beyond the control of that Bank like - Acts of God, natural disaster, war, lighting, fire, storm, strikes, lockout, flood, explosion, governmental restraint, acts of terrorism, technical glitch, unavailability or disruption of mobile network etc.

### 11. Fees and charges

Customer is obliged to pay the exact service fee and other related fee and charges within the due dates to the bank disclose by the banks tariff requirements and the requirements will be published on the bank website and schedule of charges. Fees and charges are subject to change from time to time at the banks discretion.

**11.1** Customer will be regarded as accepting the new fee tariff if he/she continues to use the Services after changes have been published on the Banks website or notified to the Customer by email or other mode of communication convenient to the Bank.

**11.2** If the Customer fails to pay the service fee on due dates then fees and charges for the Services the Bank will automatically be deducted the service charge from the Customer's Account maintained with the Bank and or terminate the Services or any one of them without prior notice.

### 12. Communications

**12.1** Any complaints in connection with the Services should be directed to the Bank's contact center as described above.

**12.2** Except for the Bank's Contact Center Customer can also notify the Bank by visiting any Bank branch where he/she open an account.

**12.3** If the Bank need, to send the Customer a notice. It will use the address Customer has provided most recently to the Bank.

### 13. Service Quality: Recording customers call and Calls and Instructions

To protect both the Bank's customers and its, staff, and to help resolve any dispute between Customer and the Bank. Customer authorizes and acknowledges that:

**13.1** The bank will record all telephone conversations between the Bank and Customer for the services; and

**13.2** The Bank will keep a record of all instructions given by the Customer via the Services; and

**13.3** The bank may listen to telephone calls made in respect of the services in order to assess and improve the quality of the services.

### 14. The Bank's Advertisement:

Form time the bank may advertise its own product and services and those of the subsidiary and holding companies of the bank through the services. If, in connection with other agreements with the bank, customer have asked the bank not to send him/her any marketing material (or if he/she does so in the future) the customer agrees that this restriction will not apply to these advertisements.

### 15. Security Precaution

**15.1** The Customer should change his/her MDB Online Banking Password and regularly and shall do so whenever this service require him/her to do so,

**15.2** Whenever customer chooses a MDB Online Banking Password, he/she must take care not to choose a number that is easily to be guessed by anyone trying to access the Services pretending to be him/her for example, Customer should avoid he/her own or a relative's birthday or any part of his/her telephone number.

**15.3** Customer must take all reasonable steps to ensure that he/she safeguards his/her MDB Online Banking Password at all times, whenever possible. He/she must not disclose any details of his/her MDB Online Banking Password to anyone else, to a member of the Banks staff, or to someone giving assistance on a technical helpdesk in connection with the Services;

**15.4** Customer must not record his/her MDB Online Banking Password in a way that could make it recognizable by someone else as password.

**15.5** If the customer discloses or suspects that his/ her MDB Online Banking Password or any part of it is known to someone else, he/she immediately change the MDB Online Banking Password personally through the services. If this is not possible, he /She must notify the bank immediately by calling +880 9666410999 (or any other number the-bank may advise him/her of from time to time for this purpose ). The Bank may suspend use of the Services until Customer goes to any branch to unlock it.

**15.6** Customer must not allow anyone else to operate the Services on his/her behalf.

**15.7** Customer must not leave his/her system unattended while he/she is On-Line to the Services. This applies whether the Customers system is a device the Customer has Sources independently of the Bank or a device provided by the Bank to access the Services in one of the branches of the Bank. However, the public nature of our branches makes it particularly important that if the Customer access the Services from a device in one of the branches of the Bank the Customer does not leave that device unattended while on-line and the Customer ensures that he/she has gone off-line before leaving the branch.

**15.8** Customer must not access the Services 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 access of the Customer or obtain access to the services pretending to be the Customer.

**15.9** Customer understand that the Bank has implemented security procedure for the purpose of verifying the authenticity of the payment instructions transmitted to the Bank by the Customer, and not for the purpose of detecting errors in such instructions. Customer agrees that this procedure constitutes a commercially responsible method of providing security against unauthorized instruction. Customer agrees to be bound by any Instruction issued by the internet Banking Password and received and verified by the Bank in accordance with such security procedure, and Customer shall indemnify and hold the Bank harmless from and against any loss suffered or liability Incurred by, or arising from, the execution of Instruction in good faith and in compliance with such security procedure.

**15.10** Customer must comply with any others requirements designed to protect the security of his/her use of the Services which are notified by the Bank to him/her in any other way.

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**15.11** The internet by itself is vulnerable to a number of frauds, misuses, hacking, phishing and other actions which could affect MDB Online Banking Service of the Bank. Whilst the bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions, which could affect MDB Online Banking of the Bank. The customer shall separately evaluate all risks arising out of the same.

### 16. Service Software and Hardware

**16.1** Each time the Customer accesses the services, it may automatically provide the mobile phone, computer and/or other hardware and equipment and/or for the software and/or system used in accessing the Services (collectively the "Customer System") with the software (the "Service Software") used by the Bank to enable the Customer to access and operate the Services. Alternatively, the Service Software may be supplied to the Customer in some other way. It is the responsibility of the Customer to ensure that the Service Software supplied to him/her is compatible with any computer or other device from which the Customer accesses the Services and any software on that computer or other device. If it is not the Customer must compensate the Bank for any loss the bank suffers as a result. The bank shall not be liable to the Customer for any loss the Customer suffers as a result of any incompatibility between the Service Software and any computer or other device from which the Customer accesses the Services.

**16.2** The Customer is solely responsible for the maintenance, installations and operation of the Customer System used in accessing the Services. The Bank shall not be responsible for any errors deletion or failure that occurs as a result of any malfunction of Customer System while accessing or using the Services through the World Wide Web (www). Customer agrees that the Bank shall not be liable for any indirect, incidental or consequential costs expenses or damages (including loss of savings or profit loss of data, business interruption or attorney's fees) for such errors. Deletion or failure that occur as a result to any malfunction of Customer System.

**16.3** Customer must take all feasible measures to ensure that the Customer System 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 Services can be accessed through the Internet or other communication channels as the case may be, public systems over which the Bank has no control, The Customer must therefore ensure that any computer or other device he/she use to access the services is adequately protected against acquiring Viruses.

**16.4** The Customer must not access the Services using any computer or other device which the Customer does not own unless the Customer has first obtained the owner's permission to do so. If the Customer breaks this rule, the Customer must compensate the Bank for any loss the Bank suffer as a result.

**16.5** The Bank cannot be responsible for any third party services through which the Customer access the Services that are not controlled by the Bank, or for any loss the Customer may suffer as a result of the Customer using such a service. The Customer must comply with all the terms and conditions of such a service and pay all the charges connected with it.

### 17. Ownership Rights in Connection with the Service Software and other Information

**17.1** By supplying Customer with the Service Software to access the Services the Bank is granting the Customer a non-executive, non-transferable temporary license to use the Service Software for the purpose of accessing the services, and for no other purpose. The Customer must not:

**17.1.1** Use them except in connection with accessing the services.

**17.1.2** Take copies, sell assign commercially rent, sub license and otherwise transfer to any third party;

**17.1.3** Try to decompile, reverse engineer, input or compile any of the Service Software.

**17.1.4** If Customer uses the Services in other regions outside Bangladesh, Customer is responsible to comply with the local laws including but not limited to obtain necessary licenses/certificates to import/export the Service Software.

### 18. Termination

**18.1** The Bank may, at any time, without giving prior notice or reason suspend or terminate all any of the Service or their use by Customer. The Bank is not liable to Customer of any loss resulting from the action & control of the Bank.

**18.2** Customer can terminate the Services by visiting any branch of the Bank and on submission of a written termination letter/instruction.

**18.3** The instructions issued by Customer before the termination shall be effective immediately and Customer should take the liabilities thereof.

**18.4** Upon termination the Bank does not refund charged service fee and other related fee and charges.

### 19. The Validity of the Terms

**19.1** If one part of the terms and conditions of the services and/or these common terms and conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms & condition.

**19.2** If the Bank waives any of the terms and conditions of the Services and/or these Common Terms and Conditions 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 Services and/or these Common Terms and Conditions.

### 20. Amendments

The Bank is entitled to revise the terms and conditions for: (a) MDB Online Banking Services and these Common Terms and Conditions and/or Introduce additional terms and conditions at any time and from time to time at its sole absolute discretion. Any revision and/or addition to these terms and conditions shall take effect subject to the Bank giving reasonable notice to the Customer which may be given by publishing or posting it on its website or by display, advertisement or other means as the Bank considers proper, and shall be binding on the Customer If the Customer continues to maintain or use the Services on or after the effective date of variation.

### 21. Assignment

The Bank may assign its rights and delegate its duties under the terms and conditions for MDB Online Banking Services and these Common Terms and Conditions to any present and future, directly or indirectly affiliated company or to any third party for performance.

### 22. Governing Law and Jurisdiction

**22.1** The establishment, effectuation, Implementation and explanation of terms and conditions for: MDB Online Banking service and these Common Terms and Conditions shall be governed by and constructed with the laws of the People's Republic of Bangladesh.

**22.2** Each of the Services shall be provided by the Bank subject to the provisions of all applicable operating circulars of Bangladesh Bank, the Bank and any other applicable provisions or laws of the land including Anti Money Laundering Act.

### 23. 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.

### 24. Other Clauses

**24.1** The terms and conditions for the Services along with the Common Terms and Conditions shall prevail for the purpose of related Services.

**24.2** Any notification from the Bank to Customer is regarded as received by the Customer through the Banks website of other publication.

### 25. TERMS AND CONDITIONS FOR 2 FACTOR AUTHENTICATION (2 FA)

**25.1** These terms and conditions for the 2 FACTOR AUTHENTICATION (2 FA) (the "2FA Terms") set out the rights and obligations of the Customer and Midland Bank Limited (the Bank") in connection with your use of the Bank website access to the account or account mentioned above opened or maintained with the Bank and operable by one or joint signature (collectively and individually "Account") of the Customer or Customers named above (collectively and individually the "Customer"), allowing the Customer to avail MDB Online Banking Service through the Bank website. Each Customer is jointly and severally liable for all transaction, initiated through MDB Online Banking Service, even if the Customer did not participate in a transaction.

#### 26. Services

One Time Password (OTP) is a secured way of processing transaction through any electronic channel for MDB Online Banking. The application of MDB generate a random number and sent it to the customer mobile automatically which is confidential. The OTP is used as 2FA of MDB online Banking. In MDB online Banking platform, 2 FA is introduced for enabling fully secured financial transaction to the customer, 2 FA is applicable for initiating any sort of fund transfer from any MDB account to any other account maintained with MDB in Bangladesh 2 FA is not applicable for mobile Top-up services, Cheque requisition through MDB Online Banking. MDB Online Banking 2 FA is governed under the terms and condition set hereunder:

**26.1** Customer will ensure due diligence in terms of safe keeping of his/her the register mobile as used for 2FA will not be shared with any person to avoid any fraudulent attempts.

**26.2** Since OTP is the secondary authentication code and customers MDB Online Banking ID & password is the primary authentication code, the Customer must ensure confidentiality of the MDB Online Banking ID& password at all times.

**26.3** The Customer shall be responsible for all transfers, withdrawals, transactions and instructions initiated or originating-by use of the Customer ID and password.

**26.4** In case of loss, damage or any sort of alteration of the registered mobile device Customer will inform the Bank immediately of the occurrence. Bank will not be responsible for any misuse of the registered mobile no. or generated OTP if shared with other person by Customer or due to the loss of the registered mobile no. and late or no intimation to the Bank.

**26.5** The Customer is responsible for all transactions initiated through Internet Banking Service, including overdrafts, even if the Customer did not participate in a transaction which resulted in an overdraft. Every transaction over the Internet Banking Service. Including but not limited to accessing account information, making transfer, giving transfer related instruction, initiated after entering the correct MDB Online Banking Password is deemed as initiated by the Customer.

**26.6** The Customer acknowledges that the Internet Banking Passwords are the only key for verification of authenticity of communications made in the name of the Customer through the Bank's website access to the Account and not for the purpose of detecting errors in communication any such communication shall be deemed to those the Customer.

**26.7** In case of any transaction made after working hours or on Public/banking holidays, the transaction value date will be that of the next working day.

**26.8** All transaction through MDB online Banking platform must comply with Anti Money laundering (AML) Act 2012 and Bangladesh Electronic Funds Transfer Network (BEFTN) operating rules 2010.

**26.9** 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 MDB shall not be responsible.

**26.10** MDB shall have the absolute discretion to amend or supplement any of the Terms at any time and without prior notice to the Customer. Such change to the terms shall be communicated to the Customer post facto basis. By using any new services as may be introduced by MDB, the Customer shall be deemed to have accepted the changed Terms and conditions.

**26.11** It is acknowledged by the Customer that the provision of the MDB Online Banking Service, 2 FACTOR AUTHENTICATION (2 FA) Services and website access to the accounts is dependent upon the continued availability of communication, processing, function and other facilities of the applicable systems, and the Bank cannot warrant such availability at all times. The Bank shall be entitled to suspend or disconnect or discontinue the provision of the MDB Online Banking Service with (2 FA) or website access to the account by prior notification in the website for the purpose of carrying out the maintenance, upgrades or other work. In the event the Bank suspends, disconnects or terminates the MDB Online Banking Services with (2 FA) Services or website access to the account upon the occurrence of any event over which the Bank has no control, the Bank shall not be made liable for any loss or damage caused to the Customer as a result of such suspension, disconnection or termination.

**26.12** The Bank may, at any time, without giving prior notice or reason, suspend or terminate or any of the MDB Online Banking Services with 2 FA Services or their use by Customer. The Bank is not liable to Customer of any loss resulting from the action of the Bank. The Customer can terminate the MDB Online Banking Services, 2 FACTOR AUTHENTICATION (2FA) service by visiting any branch of the Bank and on submission of a written termination letter/instruction. The instructions issued by Customer before the termination shall be effective immediately and Customer should take the liabilities thereof. Upon termination the Bank does not refund charged Service fee and other related fee.

**26.13** It is the responsibility of the Customer to type the correct payee name, address, amount and account number. The Bank shall not be responsible if the Customer makes any mistake by selecting the incorrect payee, provides an incorrect address or Account number, or any other error omission.

**26.14** The Account Information and transactions will be recorded and retained for one year so as to be usable for Subsequent reference.

**26.15** Either party may terminate this Agreement by giving 15 (fifteen) days prior notice to the other party. Any transaction initiated prior to the termination will continue to be made until the Bank has had a reasonable opportunity to act upon the notice of termination, if the Bank terminates access to MDB Online Banking Service and website access the Bank reserves the right to immediately stop making transfers or payments including those previously authorized.

**26.16** This Agreement is subject to the provisions of all applicable operating circulars of Bangladesh Bank, the Bank and any other applicable provisions or Laws of the land including Anti Money Laundering Act, 2012. This Agreement may be amended at any time by MDB and the revised information will be made available at any MDB office and will be published on MDB website within a reasonable time.

**Applicant Signature:** .....

**Disclaimer:** The Bank may, at its sole direction, utilize the services of external service provider(s) or agent(s) and on such items as required or necessary, in relation to its products/ services.

Customer Signature Verified by: (For Bank Use Only)	
Signature with date:	
Name Seal:	