MTB Internet Banking Services: Terms and Conditions (Retail)

The terms and conditions set forth in this agreement explains rights and obligations of you, the Customer (and user), and us, MTB, in connection with your use and our services related to Internet Banking for retail accounts. All terms and conditions of this agreement are legally binding, so we advise you to please read them through carefully.

This agreement replaces any earlier terms and conditions relating to Internet Banking except where it is explicitly stated otherwise. Also, these terms and conditions are in addition to any terms and conditions that apply to the individual accounts you may be accessing through Internet Banking. In case of any conflict between terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement shall prevail.

Kindly note that INTERNET BANKING SYSTEM CANNOT BE GUARANTEED AS ERROR OR HACKING FREE

Please refer to the last section to find definitions of some words and phrases used in this agreement.

1. ELIGIBILITY & ACCESS PRIVILAGES

1.1 Customer must be 18 years of age or older to subscribe to Internet Banking Services and thus request to activate a self-chosen *username*.

1.2 If customer wishes to access their MTB accounts for view-only and do not wish transactions to be allowed using Internet Banking, he/ she must explicitly request VIEW-ONLY access when requesting activation.

1.3 For FULL-ACCESS privilege where customer can carry out transactions, customer must be either the account holder him/ herself and sole signatory or authorized to act independently in case of a joint account.

2. JOINT ACCOUNTS

2.1 For joint accounts where the mode of operation is indicated as ‘either or survivor’ or ‘either to operate’, username can be activated with FULL or VIEW-ONLY access for only one joint account holder as per request received from the accountholder. MTB shall act on the instruction received first. The other joint account holders shall expressly agree with the arrangement and give their consent in writing on the application form for use of Internet Banking.

2.2 In case of all other modes of operation in joint accounts VIEW-ONLY access may be considered for only one joint accountholder.

3. CONFIDENTIALITY

3.1 MTB will take reasonable care to maintain the confidentiality of information related to the Customer. Customer authorizes MTB to provide third parties with required information, where it engages a third party in connection with Internet Banking, or to carry out an instruction.

3.2 MTB may not disclose customer's personal information to any external organization unless required by law or without informing customer.

3.3 MTB may be required from time to time to disclose customer's personal information to government or judicial bodies or agencies or regulators, but will do so only under proper authority of law.

4. SECURITY

4.1 MTB shall strive at all times to ensure that customer's personal data is protected against unauthorized or accidental access, processing or erasure. MTB shall maintain this commitment to data security by designing, implementing and exercising appropriate processes where physical, electronic and managerial measures are addressed to safeguard and secure customer's personal data.

4.2 MTB Internet Banking is equipped with Secure Socket Layer (SSL) protocol as well as industry standard encryption techniques to protect data. When customer provides sensitive information it is automatically converted into indecipherable code before being securely dispatched over the Internet.

4.3 MTB's web servers are protected behind 'firewalls' and systems are reasonably monitored to prevent unauthorized access.

4.4 To strengthen security and protect against unauthorized access, 2-factor authentication is enforced for accessing and carrying out any transaction in Internet Banking.

5. CUSTOMER RESPONSIBILITIES

5.1 To enable customer to use the Service, MTB shall allow customer to choose a username and password as well as register mobile number along with other required information for the purpose of Internet Banking. The username and password along with m-PIN sent to customer's mobile number will be used to identify customer whenever he/ she accesses the Service.

5.2 Customer acknowledges that username, password and m-PIN will verify customer's authenticity and therefore customer will be responsible for all transactions and instructions initiated through Internet Banking by the use of the correct username, password and m-PIN. Customer is therefore responsible for safeguarding username, password as well as access to the mobile number registered with MTB Internet Banking. In this regard the following are expected from the Customer:

5.2.1 Customer must take care not to choose a password that is likely to be guessed by anyone trying to access the Service pretending to be the Customer.

5.2.2 Customer must take all reasonable steps to ensure that the username and specially the password are safeguarded at all times, whenever possible. Customer may not disclose any details of the password to anyone else, even to a member of MTB staff or someone giving assistance on a technical helpdesk in connection with the Service. MTB shall never ask for customer's password.

5.2.3 Customer should take care not record password in a way that could make it accessible or recognizable by someone else.

5.2.4 Customer must ensure at all times that the mobile number registered with Internet Banking is accessible and operable only by him/ herself and none other.

5.2.5 Customer must ensure at all times that the e-mail address registered for the purpose of Internet Banking is also accessible and operable only by him/ herself and none other.

5.2.6 If customer discovers or suspects that the password or any part of it is known to someone else, customer must immediately change the password by him/ herself through Internet Banking. If this is not possible, customer must notify MTB immediately by calling MTB Contact Centre at 16219 (or..) or any other number MTB may advise customer from time to time for this purpose. MTB may suspend use of the Service until requested by Customer.

5.2.7 If mobile number registered for Internet Banking is lost, misplaced or stolen, or customer loses accessibility of mobile in any other way, customer must immediately notify MTB by calling MTB Contact Centre at 16219 (or..) or

any other number MTB may advise customer from time to time for this purpose. ??

5.2.8 If customer becomes aware of any transaction on any MTB account linked to Internet Banking username that was not validly authorized by customer, or of any activity or attempt to access Internet Banking by known or unknown people, then customer must notify MTB immediately by telephoning MTB Contact Centre at 16219 (or)

5.2.9 Customer must not allow anyone else to operate the Service on customer's behalf.

5.3 While using Internet Banking, i.e., during an active session, Customer must not leave the System unattended. Customer must log-out before leaving the System.

5.4 Customer must not access the Service using any computer or other device which customer does not own, without the owner's permission to do so.

5.5 When logging in to Internet Banking using public, shared or someone else's electronic device, Customer must take care and use the on-screen keyboard to enter password as an additional security measure.

5.6 Customer must comply with any rules, procedures and security measures as required and advised by MTB from time to time.

5.7 Customer must ensure that the system he/ she is using to access Internet Banking is adequately maintained and that it is free of any errors, computer viruses, spyware or other malicious programs.

5.8 Customer is liable for all losses and expenses due to unauthorized use if Customer has acted fraudulently or, with gross negligence, with intentional misconduct or if Customer is in willful default of any of the security obligations stated in this agreement.

6. ANTI-MONEY LAUNDERING

Customer agrees and confirms that he/ she will not use MTB Internet Banking for money laundering or violate any law of the land related to money laundering. MTB reserves the right to ask for clarification and or information from the customer on any transaction and customer shall be required to respond in writing to such queries within 7 working days.

7. MTB'S RIGHTS & RESPONSIBILITIES

7.1 MTB shall take reasonably practicable steps to ensure that the bank's systems in connection with Internet Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to MTB from time to time.

7.2 MTB shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or natural disaster, strike, civil unrest, any inoperability of communication facilities or any other circumstances beyond the control of MTB.

7.3 MTB is not liable for any:

7.3.1 Errors, failures or costs arising from any malfunction of the Customer's equipment or provision of services from the Customer's Internet Service Provider.

7.3.2 Loss to Customer for any instructions which has been validly authenticated as coming from Customer but which in fact was given by somebody else, unless Customer can prove to MTB's satisfaction that the security obligations stated in section Customer Responsibilities has been faithfully observed and maintained.

7.4 Due to the nature of Internet, transactions may be subject to interruptions, transmission blackout, delayed transmission and incorrect data transmission. MTB is not liable for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages and transactions.

7.5 MTB does not guarantee that the Internet Banking System is error-free.

7.6 MTB is not liable for any loss or damage or expense due to unauthorized use if Customer has acted fraudulently or, with gross negligence, with intentional misconduct or if Customer is in willful default of any of the security obligations stated in this agreement.

7.7 MTB reserves the right to stop, suspend, discontinue or terminate Internet Banking Services without showing any reason to Customer.

8. UTILITY BILL PAYMENT SERVICES

MTB will provide Utility Bill Payment services using Internet Banking for convenience to Customers. This facility will be available for those utilities, for which agreement and arrangement is established and exists between MTB and the utility provider. The bill payment steps may vary as it is based on the individual utility company's practices and its arrangement with MTB. Following are general terms with regard to utility bill payment using Internet Banking. For details please refer to 'Utility Bill Payment' section within Internet Banking where arrangements, terms and conditions specific to each utility is presented in detail.

8.1 MTB will provide Customer with payment instructions for each Utility Payment Service that Internet Banking will support, based on agreement and arrangement between the Utility Provider and MTB. This information will be made available within Internet Banking.

8.2 Customer will be able to make payments for Utilities as per instructions using funds from any eligible MTB account that customer has access to using his/ her username and which also qualifies for fund-transfer/ bill payment source. After satisfactory verification and transmission of utility bill payment instruction, Customer will be issued with a confirmation message visible on screen and may receive e-mail notification of this confirmation. A printed copy of this message or e-mail may be accepted by biller as payment against the customer's Utility Bill, subject to subsequent confirmation from MTB. Please refer to utility specific terms detailed within 'Utility Bill Payment' section of Internet Banking.

8.3 Customer is responsible for entering the correct information when making payment for utility bill using Internet Banking such as but not limited to bill account number, bill number, name, address and amount as applicable. MTB shall not be responsible if customer makes any mistake in this regard.

8.4 In the case of Utility Bills paid using Internet Banking during non-working hours, public holidays or bank holidays, payment may be posted to the Utility Provider during the next working day, unless any other arrangement is specified in the detailed terms located within Internet Banking. MTB will not be responsible if there are any applicable late charges imposed by utility provider in such cases.

8.5 Any excess or partial payment is the discretion of the Biller, who is responsible for the consequence as per the contract between the utility company and the Customer. MTB cannot guarantee any result on behalf of the Utility Company.

8.6 Customer acknowledges the provision of utility bill payment service using Internet Banking is dependent upon continued availability and communication, processing, function and other facilities of the applicable systems and therefore MTB cannot warrant such availability at all times. The service may be interrupted due to technical or other reasons.

8.7 MTB shall be entitled to suspend, disconnect or discontinue provision of utility bill payment using Internet Banking by prior notice to Customer for the purpose of carrying out maintenance, upgrades and other work.

8.8 In the event that MTB suspends, disconnects or terminates any utility bill payment service using Internet Banking due to a reason or event over which MTB has no control, MTB shall not be made liable for any loss or damage caused to Customer as a result of such suspension, disconnection or termination.

9. FEES & CHARGES

9.1 Usage fees for Internet Banking as detailed in Fee Schedule will automatically be deducted from Customer's account upon usage. Fees are subject to change from time to time at MTB's discretion.

9.2 Fees may be deducted from Customer's account without prior notice to Customer. Fees will be deducted from account, even if it causes that account to be overdrawn or exceed any limit.

9.3 If balance in the designated account is insufficient to pay fees, MTB has the right to debit the same from any other account in MTB that is owned and operated by Customer where the fees amount is available and later adjust it by debiting the designated account when enough balance is available there and credit the other account(s) accordingly.

10. GOVERNING LAW

This agreement is subject to the provisions of all applicable operating circulars of Bangladesh Bank, MTB and any other applicable provisions of Laws of the land. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

11. INTELLECTUAL PROPERTY

The Internet Banking System and Software are the intellectual property of Mutual Trust Bank Ltd. (MTB) and are protected by copyright and other intellectual property rights.

12. AMENDMENT

This agreement may be amended at any time by MTB and the revised information will be made available at any MTB office and published in MTB's website. Customer shall be required to abide by these changed terms and conditions.

13. WAIVER

If MTB waives any of its rights under this agreement, it does not mean that MTB will waive that right in the future.

14. SEVERABILITY

If any of the terms in this agreement is determined to be unlawful or unenforceable, the term will be severed from the remaining terms which will continue in full effect.

15. TERMINATION

Either party (Customer or MTB) may terminate this agreement by giving 15 days notice to the other party. Any transaction made within these 15 days should be deemed to have been done by Customer. If MTB terminates customer's access to Internet Banking, it reserves the right to immediately stop making transfers or payments from customer's accounts.

DEFINITIONS

Some words and expressions used in this agreement have particular meanings as follows:

Biller means Utility Biller which is the same as **Utility Provider** or **Utility Company.**

Customer means a customer of MTB i.e., an individual who has and maintains one or more accounts (bank account or credit card account) in MTB.

'Either or Survivor'

FULL-ACCESS

Internet Banking is the service that is made accessible over the Internet to MTB customers who have active subscription to MTB Internet Banking. It is meant for customer convenience and offers a suite of services such as account information, fund transfer, bill payment etc.

JOINT ACCOUNT

m-PIN is a randomly generated code sent in an SMS to the mobile number registered for Internet Banking. This m-PIN facilitates the 2nd level of security when accessing Internet Banking and when carrying out transactions using Internet Banking.

MTB is short for Mutual Trust Bank Ltd.

Password is the secret code that Customer chooses to use (along with m-PIN) to access Internet Banking.

Retail Account means any individual Retail-type bank account maintained in MTB as opposed to an SME or Corporate account.

Service means **Internet Banking** Service.

Username is the user identity name chosen by Customer when registering with Internet Banking. This is used to identify Customer and allow Customer access to Internet Banking given that the correct combination of Password and m-PIN is supplied along with the username.

User means MTB Customer who has subscribed to Internet Banking.

VIEW-ONLY access privilege