

Terms & Conditions of Internet Banking Services of Southeast Bank Limited

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

For the purpose of this document, "Internet Banking Services" or "iBanking" refers to the internet banking services provided by Southeast Bank Limited through internet or e-commerce banking such as balance inquiry, utility bill payment, fund transfer, Student tuition / admission fee payment within the accounts of Southeast Bank Limited services or other services as may be made available by Southeast Bank Limited from time to time.

"User", "he/she" and/or "his/her" means Southeast Bank Limited's account holder(s) registered to use I-Banking. "SEBL" means Southeast Bank Limited, a company duly incorporated under the Companies Act 1994 and a scheduled banking company licensed under the Banking Companies Act, 1991, having its Head Office at Eunoos Centre, 52-53, Dilkusha C/A (Level – 2,3,4,5,6,10,16), Dhaka – 1000; and its Branches or its assigns in respect of which the service will be available.

APPLICATION FOR SEBL INTERNET BANKING

1.1. Singly operated account holders, Joint account holders, or proprietorship account holders may apply for Internet Banking Services. The User shall apply to SEBL Branches in the prescribed form and must submit at his/her presence for use of Internet Banking Services subject to the terms and conditions stated herein, including any other terms and conditions as modified or inserted by SEBL from time to time.

1.2 SEBL at its sole discretion may accept or reject any such applications. Once the application is accepted by SEBL, these Terms & Conditions shall form the contract and govern the relationship between the User and SEBL in relation to use of Internet Banking Services.

1.3 For the purpose of availing Internet Banking, the user would need to have legal and valid access to the internet.

1.4. The User needs to use a unique e-mail address and mobile number for each User ID.

1.5. By applying for Internet Banking for the first time, the User acknowledges and accepts these Terms & Conditions. Notwithstanding anything contained herein, all Terms & Conditions pertaining to the accounts shall continue to apply. In the event of any conflict between these Terms & Conditions and the Rules and Regulations governing the User(s) account with SEBL, these Terms and Conditions shall prevail with regard to SEBL Internet Banking.

2. INTERNET BANKING USERS LOG IN ACCESS, PASSWORD & SECURITY PROCEDURES

2.1. SEBL 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 SEBL to email him/her the User ID and Password to the email address given in the application form at his/her own risk and responsibility for accessing to the Internet Banking System. SEBL shall not be liable and responsible for hacking of the user's computer where the user will receive the User ID and Password and SEBL shall not be responsible and Liable for the sharing of a User ID and Password with others. Also an acknowledgement slip will be attached to the email, which is to be filled up and send back to SEBL through e-mail. After receiving the acknowledgement slip by SEBL IBank Admin team, the user will be activated and an activation e-mail will be sent to the user email Id.

2.2. The User shall log in to the internet banking by using the User ID and Password. As a safety measure, the User shall immediately change Password upon his/her first log in. User is requested to change his/her Password frequently thereafter to avoid any possible hacking, inherent risk or misuse/fraudulent use of his/her account. In case of hacking/sharing of User ID and Password, SEBL shall preserve the right to close the IBanking Service without prior consent from the User. However, SEBL shall preserve the right to file a case against the User if it is observed by SEBL that the User has/may any involvement with the incident.

2.3. The User is therefore responsible for maintaining the confidentiality and secrecy of User ID and Password. User should not under any circumstances disclose his/her User ID and/or Password to anyone, including anyone claiming to represent the Bank or to someone giving assistance on a technical helpdesk in connection with the service. It is clearly understood that Bank's employees do not need Password for any reason whatsoever. The Bank shall not be held liable in any manner or in any form whatsoever, in case of any unauthorized or fraudulent use of the User's account through Internet Banking Services or for loss, misplacement or fraudulent use of the User ID and Password.

2.4. The User acknowledges that a One Time Password (OTP) will be generated every time he/she successfully logs in to his/her Internet Banking Account. This OTP will be sent via SMS to his registered mobile number and e-mailed to his/her registered email address. The User shall have to use this OTP to perform transaction.

2.5 If the User gives or shares his/her User ID, Account Password or OTP to anyone or fails to safeguard its secrecy, he/she does so at his/her own risk because anyone with User ID and Password will have access to his/her account.

2.6. User needs to call 16206 or email to ibank helpdesk: ibank@southeastbank.com.bd to reset password, lock or change his/her account to non-transactional mode of Internet Banking (IB) status.

2.7. If the User's password is lost or stolen, or is known by another individual, he/she must notify SEBL through calling in the **Call Centre# 16206** or to email to **ibank helpdesk** for deactivation of the I-Banking account and submit a written application at any nearest SEBL Branch. SEBL upon receipt of the written request from the User, shall stop the operation of the Internet Banking Services of the respective User account. *If the Bank receives any information verbally or in written form from anyone, including the user, the Bank may immediately suspend the services in good faith in the safety and security of the user.*

2.8. The User agrees and acknowledges that SEBL shall in no way be held responsible or liable if the User incurs any loss as a result of information disclosure to any third party by the user him/herself regarding his Account(s) or carrying the instruction of the User pursuant to the access of the Internet Banking and the User shall fully indemnify and hold harmless SEBL in respect of the same.

2.9 User hereby acknowledges and understands the inherent risk of using the Internet and availing the Internet Banking Services and accordingly shall take all necessary precautions at his/her end to safeguard him/her from such risk. The Bank shall not be held liable in any form whatsoever if the User suffers any loss or damages due to such inherent risk of the internet and Internet Banking Services unless such loss or damage is caused due to willful negligence of the Bank.

3. SERVICE SOFTWARE & HARDWARE REQUIREMENTS

3.1. The user is solely responsible for the maintenance, installations and operation of User's computer and for the software used in accessing Internet Banking.

3.2. SEBL shall not be held responsible if the Internet Banking System does not work properly or the service is interrupted due to failure of electronic or mechanical equipment or communication links, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes, or any other causes beyond the reasonable control of the Bank.

4. CHARGES

4.1. SEBL shall initially provide the Internet Banking Services at free of cost. However, SEBL reserves the right to change and recover from the User(s) service charges, as may be fixed by SEBL from time to time. The User hereby authorizes SEBL to recover such charges from his/her account(s).

4.2. Charges are subjected to change from time to time at SEBL's discretion.

5. UNAUTHORIZED/ FRAUDULENT ACTIVITIES

5.1. Upon obtaining User ID and Password, User is requested to check the list of his/her accounts with SEBL. If any of User account is missing, SEBL must be informed immediately. If a third party account is linked to User's ID, SEBL must be informed also. Do not access it or do not perform any transaction on that account. Such activity, if done, will be treated as fraudulent activity.

5.2. If User believes unauthorized transactions are being made with his/her account, he/she should change the Password immediately and notify SEBL.

5.3. The User should check the Statements for all of his/her accounts for any unauthorized transaction. In case of any discrepancy in the details of any transactions carried out in respect of the account, in that event, User should immediately inform SEBL in writing. *Bank's only responsibility would be to use its best efforts to prevent such unauthorized transaction(s) if none had already been made.*

5.4 The Bank will not be responsible for any transaction in case of Joint Account Holders (operating in either or survivor mode), where a transaction made by one account holder is not in agreement with the other joint account holder.

6. ON-LINE FUND TRANSFER

6.1. The user shall be responsible for all "fund transfer" transactions. Fund Transfer can be made from the User account to his another account or another customer account maintained held with SEBL. Fund transfer also can be made to the account maintained with another Bank.

7. UTILITY BILL PAYMENT

7.1. The Utility Bill Payment services is only available to Users of SEBL Internet Banking Service and shall cover all the utility bill payments of different utility service provider(s) (Billers) as mutually agreed between SEBL and the utility service provider(s).

7.2. The User should accept that he/she will be responsible for putting in the correct account number and transaction amount for the fund transfer request. In such case, SEBL will not be liable for any erroneous transaction(s) incurred arising out of or relating to the User entering wrong account number and amount.

7.3. Upon SEBL's decision, there will be a transaction amount limit for internet banking. Maximum amount of transaction limit can be subject to change from time to time at SEBL's discretion.

7.4. For any transaction made after working hours or during public/Bank holidays, the transaction value date will be the next working day.

7.5. No transaction is allowed from a non-convertible Taka account to a convertible account.

7.6. In addition to the terms and conditions stated above, the existing policy of the Bank (including amendments from time to time) regarding Bill Collection shall also be applicable for Bill Collection as long as it does not contradict with the provisions stated herein. The policy of the Bill Collection shall be available from the Branches of the Bank.

7.7 Payment amount and recipient information must be accurate as per the Bill. Any less or higher payment or incorrect beneficiary/recipient information is the sole responsibility of the User and the Bank shall not be held liable for any losses, late fee charges, damages or disconnection of utility services.

7.8 This agreement does not bind SEBL as an agent of Utility agency. SEBL shall not be held responsible for the disconnection of the utility service for any reason by the utility service provider.

8. STUDENT TUITION / ADMISSION FEE PAYMENT

8.1. The Student Tuition / Admission Fee Payment services is only available to Users of SEBL Internet Banking Service and shall cover all the Student Tuition / Admission Fee Payment of different educational institutions as mutually agreed between SEBL and the institution(s).

8.2. 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, SEBL will not be liable for any erroneous transaction(s) incurred arising out of or relating to the User entering wrong account number and amount.

8.3. Upon SEBL's decision, there will be a transaction amount limit for internet banking. Maximum amount of transaction limit can be subject to change from time to time at SEBL's discretion.

8.4. For any transaction made after working hours or during public/Bank holidays, the transaction value date will be the next working day.

8.5. No transaction is allowed from a non-convertible Taka account to a convertible account.

8.6. In addition to the terms and conditions stated above, the existing policy of the Bank (including amendments from time to time) regarding Student Tuition / Admission Fee Payment shall also be applicable for Student Tuition / Admission Fee Payment as long as it does not contradict with the provisions stated herein. The policy of the Student Tuition / Admission Fee Payment shall be available from the Branches of the Bank.

8.7 Payment amount and recipient information must be accurate as per the Student Tuition / Admission Fee Payment Receipt. Any less or higher payment or incorrect beneficiary/recipient information is the sole responsibility of the User and the Bank shall not be held liable for any losses, late fee charges, damages or cancellation of enrollment.

8.8 This agreement does not bind SEBL as an agent of Student Tuition / Admission Fee Payment agency. SEBL shall not be held responsible for the discontinuation of the Student Tuition / Admission Fee Payment service for any reason by the educational institutions.

9. MAINTENANCE OF SUFFICIENT FUND

9.1. The User shall ensure that there are sufficient funds in his/her account for transactions through the Internet Banking. All instructions of the User shall be carried out subject to sufficient fund in the respective accounts.

9.2. SEBL shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.

10. ANTI MONEY LAUNDERING

10.1. The user should agree and confirm that he/she will not use this Internet Banking facility for money laundering, illegal, unlawful purpose.

10.2. The 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.

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

11. PROPRIETARY RIGHTS

11.1. The User acknowledges that the software underlying the Internet Banking as well as other Internet related software which are required for accessing Internet Banking are the legal property of the respective vendors or SEBL as the case may be.

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

11.3. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

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

12. GOVERNING LAW

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

13. FORCE MAJEURE

13.1. If for any reason beyond its control including but not limited to system error, network problem, strikes, labor disputes, accidents, governments requisition, restrictions, 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 SEBL shall not be responsible anymore.

14. CHANGES OF TERMS

14.1. SEBL shall have the absolute discretion to amend or supplement any of its Terms and Conditions at any time without giving prior notice to the User (s). By using any new services as may be introduced by SEBL, the User shall be deemed to have accepted the changed Terms.

15. TERMINATION OF INTERNET BANKING

15.1. The User may request for termination of the Internet Banking to SEBL Branches at any time by giving a written notice at his/her presence of at least 15 days prior. The termination shall take effect on the completion of the fifteenth day. However, the User shall always be held liable for all accrued obligation or instruction given before or on the effective date of termination. A non resident customer can pay visit any Branch for termination of his/her Internet Banking while s/he is in Bangladesh or can send the completely filled up an internet banking form...

16. BREACH OF TERMS & CONDITIONS

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