



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.

Shahjalal Islami Bank Limited (SJIBL) Internet Banking Services

01. 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 a staff member at any SJIBL branch or call SJIBL call centre No. 8825457 Ext. 303, 304

02. 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.

For the purpose of this document, “Internet Banking Services” or “I-Banking” refers to the internet banking services provided by Shahjalal Islami Bank Limited through internet or e-commerce banking such as balance enquiry, utility bill payment, fund transfer within the accounts of Shahjalal Islami Bank Limited services etc. or other services as may be made available by the Shahjalal Islami Bank Limited from time to time. “User”, “he/she” and/or “his/her” means Shahjalal Islami Bank Limited’s bank account holder(s) registered to use I-Banking.



“SJIBL” means Shahjalal Islami 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 Uday Sanz, 2/B Gulshan South Avenue, Gulshan 1, 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. The User shall apply to SJIBL in the prescribed form 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 SJIBL from time to time. SJIBL at its sole discretion may accept or reject any such applications. Once the application is accepted by SJIBL, these Terms & Conditions shall form the contract and govern the relationship between the User and SJIBL in relation to use of Internet Banking Services.

3.2. 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 SJIBL, these Terms and Conditions shall prevail with regard to SJIBL Internet Banking.

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 User shall not be liable for any non-delivery or mis-delivery of User ID or Password unless such non-delivery or mis-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 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 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 request for issue of a new password by sending a written request to SJIBL.

4.7. If User's password is lost or stolen, or is known by another individual, he/she must notify SJIBL in writing immediately. SJIBL upon receipt of written request from the User shall at the earliest stop operation of the Internet Banking Services of the respective User account. If Bank receives any information orally or in writing from anyone including the User, Bank may immediately suspend the services in good faith for the safety and security of User.

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 TRANSFER:

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. No transfer can be initiated for 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 contradicts 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 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. MAINTENANCE OF SUFFICIENT FUND:

7.1. 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.

8. ANTI MONEY LAUNDERING:

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

8.2. 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.

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

9. PROPRIETARY RIGHTS:

9.1. 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.

9.2. 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.

9.3. 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.

10. GOVERNING LAW:

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

10.2. 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.

10.3. 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.



11. CHANGES OF TERMS:

11.1. 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.

12. TERMINATION ON INTERNET BANKING:

12.1. 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.

13. BREACH OF TERM & CONDITIONS:

13.1. 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 Shahjalal Islami Bank Limited Internet Banking Services subject to the aforesaid terms and conditions.