

TERMS & CONDITIONS

Opening an Account:

Eligibility, interest, fees & charges, documentation requirements and other conditions shall be applied as per feature of the product.

Account opening requirements:

While opening account, required fields have to be filled in properly and NIDs, Photos, soft/digital signatures of respective applicants' and nominee(s) have to be uploaded. Foreign citizens in Bangladesh additionally require - photocopy of passport with valid visa and work permit.

Eligibility for opening the account:

An adult individual having sound mind can open a Bank Account singly or jointly. Guardian can open Minor account. But a minor of 12 years of age can open SB A/C in his name provided he can understand, read and write independently subject to the account to be operated only by Legal Guardian. A Third Gender can also open an A/C as per Bank's policy and Bangladesh Bank guidelines.

Initial deposit and minimum balance:

A minimum balance should be maintained for regular and other specially designed Current/Savings accounts as per Standard Operating Procedure (SOP) of the products and revised from time to time.

Withdrawals:

Cash withdrawals will be made on printed Cheque and Debit Card supplied by the Bank. Customer have to visit nearby branch(s) to obtain printed cheque book or Debit Card. The Account should not be overdrawn nor should cheques be overdrawn against funds in course of realization unless the special arrangements have been made with the Bank. No overdrafts are allowed on Savings Accounts. Withdrawals in Savings Accounts will be made as per terms and conditions Set by the Bank from time to time. A depositor can deposit and withdraw from the Current Account as many time as required and Cheques, Drafts, pay Orders are to be crossed at the time of deposit. The Bank acts only as the collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Thus, proceeds of cheques or other instruments deposited will not be available for withdrawal until collected by the Bank. Balance in Short Notice Deposit (SND) will bear interest as applicable from time to time. For withdrawal of any amount from the SND Account 7 (seven) days' notice, as per option will be required.

Deposits Survivor:

The initial minimum deposit to open an account is as per current Tariff. Average minimum balance as per our current Tariff should always be maintained. The Bank reserves the right to close at any time any account in which the minimum balance is not maintained, without further notification to the account holders.

Closure of Account:

When an account is closed either by the customer or by the Bank, the customer is required to return all the unused cheques and cards if any to the Bank. A charge as per our prevailing Tariff will be recovered from an Account Holder who closes an account. The Bank reserves unequivocal right to close any unsatisfactory account as decided by the Bank at its absolute discretion.

Cheque Books:

1. An application for a Cheque Book on a Savings/Current Account and other product of similar nature must be made on the Bank's requisition slip, duly signed by the Account Holder (s).cheque Book will not issue to a customer until all the documentation considered necessary by the Bank has been provided by the Account Holder(s) and duly obtained by the Bank. It is the responsibility of the Account Holders(s) to ensure that the cheques in his/her/their possession are kept in safe custody.
2. The Bank reserves the right to refuse issuance of Cheque Book on such accounts which are not maintained satisfactorily or when an excessive number of cheques from the previous Cheque Book have remained unused.
3. Undelivered Cheque Book will be retained by the Bank for up to 60 (Sixty) days. After 60 (Sixty) days undelivered Cheque Book will be destroyed by the Bank and necessary charges will be realised from the respective Customer account as per Bank's tariff.
4. Account Holders should exercise care when drawing cheques and should not draw cheques by any means which may enable a Cheque to be altered in a manner which is not readily detectable.
5. The Cheque Will be returned unpaid if Drawer's signature differs from that on record at the Bank The same style and model of signature as per specimen given to the Bank must be adhered to.
6. The Bank reserves the right to dishonour Cheque(s) on reasonable ground. In the event of a Cheque being returned, the Bank may realize a penalty charge for each presentation and return.
7. The Customer should comply with the conditions as printed on the inside of the front cover of the issued Cheque Book.

Signing of Cheque:

Cheque leaf is to be signed by the Account Holder/ Account Operator as per specimen signature recorded with the Bank and any alteration and cutting should be confirmed by full signature. No Cheque will be honoured if the same is postdated, antedated (for more than 06 months) or mutilated. Bank reserves the right to impose fine for bounce of Cheque for insufficient fund in the account.

Stop payment of the Cheque:

I/We, the account holder(s), shall immediately notify the Bank if any of the cheques issued to me/us, is lost or stolen. I understand that the Bank may in its absolute discretion, accept from me any Stop Cheque instructions (either orally or in writing) cases where I have lost the relevant Cheque or, in other circumstances in which it shall be allowed by law and agreed by the Bank. Should the Bank accept any such instruction from me or from some other person purporting to be me, I hereby undertake to indemnify the Bank against any loss, damage, cost (including any legal cost) or demand incurred by it as a result of, or in connection therewith. A charge as per our prevailing tariff will be recovered for recording stop payments.

Fraud & forgery due to payment of Cheque:

The Customer at all times must exercise due care to prevent cheques from being altered or forged in a manner which may facilitate fraud. In such events, the Bank is not responsible for any loss suffered by Customer or any other person. Any loss or misuse of the cheques must be immediately reported to the Bank and confirmed in writing without any delay.

Positive Pay Instruction (PPI):

As per instruction of Bangladesh Bank on Positive pay for clearing Cheque, the account holder must inform the Bank (DBL) in writing or through Contact Center after issuance of Cheque for the amount one lac and above. Otherwise, the Bank may return the Cheque if presented through automated clearing house at the risk and responsibility of the account holder(s).

General Rules

1. A newly opened account will be activated upon accomplishment of Know Your Customer (KYC) as per the Bank's policy.
2. The Bank reserves the right to close any account without assigning any reason.
3. Nomination/Succession to the amount lying to the credit of the account and/or operation thereof on the death of the person authorized to operate upon the account shall be in accordance with the rules for the purpose prescribed by the Bank from time to time and effective at the time of the claim.
4. In the event of the death of one or more customer(s) in joint account, the right of the survivor(s) to operate the account will be ceased unless appropriate order is received from a court of competent jurisdiction (if applicable) for operation of accounts.
5. The Bank will not execute any customer transaction over phone, fax and e-mail (unless standard indemnity arrangements are already in place).
6. Duplicate statements of past transactions are issued against payment of charges as per Our current tariff
7. Accounts upon which an attachment order or other legal notice prohibiting operation of the account has been received will be ruled off and no further operation will be allowed till such time as the prohibiting order is removed.
8. Customer transactions will be entertained during normal banking hours that may be in force from time to time.
9. Account holder should notify the Bank of any change of address in writing. Otherwise, Bank will not be liable for delivering account statement/ Bank communication to the recorded address of the Account Holder.
10. The Bank may without notice combine or consolidate account(s) with any liabilities to the Bank and set off or transfer any sum (s) standing to the credit of such accounts or any other suit (s) owing to the Customer from the Bank in or towards satisfaction or the Customer's liabilities to the Bank on any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
11. In addition, to any general lien or other rights or remedies to which the Bank shall be entitled, the Bank may at any and from time to time apply any credit balance to which the customer(s) is/are entitled on any account(s) with the Bank (including the above account(s)) in satisfaction of any of its indebtedness to the Bank. Further, any of the account(s) of the customer(s) with any Branch of the Bank shall be treated as one combined account.
12. Operations of the Non-Resident accounts shall be governed as per the guidelines of Bangladesh Bank. Holders of Non-Resident accounts should advise the Bank Immediately upon return to Bangladesh If they intend to take permanent residence In Bangladesh. It is also a responsibility of the Customer to inform the Bank in writing before leaving country.
13. The Bank may refuse to process any transaction on any Customers' account(s) if the Bank suspects fraud or illegality therein. The Banks' decision on whether the transaction is or likely to be involved a fraud or irregularity shall be final and conclusive and binding on the customer.
14. The Account holder is solely responsible for prompt examination of all entries in the statement and must give the Bank written notice within 15 (Fifteen) days of the date of the relevant statement of any discrepancy that he/she believes exists between any such statement and his/her own records. In the absence of any such notice from the Account Holder, he/she will be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.
15. The Bank reserves the right to close any account having zero balance without transaction for one year.
16. Statements of accounts are issued based on product feature half yearly and/or when a statement sheet is completed In case of current/savings accounts. If statements are required in frequencies higher than the above, a charge will be levied as per our current Tariff.
17. The Bank reserves the right to amend the terms and conditions, current tariff without any notice.

Compliance on prevention of money laundering and financing of terrorism:

The Account Holder shall comply with the rules and regulations as per Money Laundering Prevention Act 2012 (Amendment 2015 and Anti-Terrorism Act 2009 (Amendment 2012 & 2013) and other laws or regulations as may be imposed upon the Bank by Bangladesh Financial Intelligence Unit (BFIU), Bangladesh Bank and/or other concerned authorities. The Customer (s) shall also comply with and be bound by all other relevant internal circulars, policies, rules and regulations of the Bank including any amendments made thereto from time to time.

Collection of Cheque/Draft/Pay Order:

The Bank will refuse to accept an instrument for deposit through collection or internal transfer if the Payee's name is not identical to the name of the Customer in the Bank's record. The Bank acts as the collection agent and assumes no responsibility for the realization of any instrument deposited with the Bank for collection. Thus, proceeds of the cheques or other instruments deposited will not be available for withdrawal until collected by the Bank.

Reversal of wrongly credited amount:

The Bank reserves the right to debit any account that may have been inadvertently credited with an item/transaction subsequently unpaid on collection or detected to be the wrong entry without giving any information to the Customer.

Dormancy & Unclaimed Account:

- Current Accounts being in inoperative for one year will be transferred to Dormant Status.
- Savings Accounts being in inoperative for two years will be transferred to Dormant Status.
- (As per Clause 35 of Banking Company Act 1991) Accounts will be transferred to Unclaimed account Status after 10 (ten) years if there has been no transaction in the said account by the customer.
- No customers' initiated transaction (except deposit) is allowed in the Dormant account unless the account holder(s) apply to DBL in writing to regularize the status of account.

Contact Center:

- a) I/We authorize the Bank (in its absolute discretion) to follow/ act on my/our oral or telephonic instruction (including required by or given by me/us, in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary).
- b) I/We shall not reveal my/ our Tax Identification Number (TIN) to anyone. My/our oral instruction(s) identified by my/ our correct Bank Account Number and TIN shall be deemed to be proper. Accordingly, the Bank shall be entitled to rely on any such instructions. Should the Bank accept any such instruction from me/us, or from some other person purporting to be me/ us, I/we hereby agree to indemnify the Bank against any loss, damages, costs (including legal costs), Or demands incurred by the Bank as a result of or, in connection therewith.

- c) The Bank may in its absolute discretion require that written confirmation of my/our oral instruction(s) be received by it within such period as the Bank may specify. Where any of the above accounts are opened by more than one person any such one person shall be entitled to give any such oral instructions and the Bank shall be entitled to rely upon such instructions.
- d) I/ we acknowledge that my/our use of Call Centre shall be governed by the Bank's prevailing Terms & Conditions.

Holiday processing:

Any transaction on bank holiday or after business hours of the Bank shall be shown in the account, at the sole discretion of the Bank, as having taken place on the succeeding working day and not the actual day of the transaction and all the deductions/ accretions on such amount shall be deducted/ accrued as of such working day. Bank shall not be responsible for any loss of interest or exchange rate or liability incurred/ suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day same actually occurred.

Confidentiality and Disclosure of Information:

Whilst the Bank maintains strict confidentiality in all matters relating to my account(s) and business, I hereby authorize the Bank (and/or/any of its Officers or Employees) to disclose any information concerning me, my business, my accounts held with the Bank or another Group Member, or my relationship with the Bank or another Group Member, to any of the following (a) any Office or Branch of the Bank or another Group Member; (b) any agent, contractor or third party service provider or any professional adviser of the Bank Or another Group Member; (c) any regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or another Group Member; (d) any person to whom the Bank is required or authorized by law or court order to make such disclosure; (e) any person who is under a duty of confidentiality to the Bank; (f) any Bank or financial institution with which I have or proposes to have dealings regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether such information will be held, processed used or disclosed by such recipient in Bangladesh or another country.

Indemnity:

I also agree to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with the above accounts, these terms and conditions or, in enforcing these terms and conditions and in recovering of any amount due to the Bank or incurred by the Bank in any legal proceedings of whatever nature.

Waiver:

No forbearance, negligence or waiver by the Bank in the enforcement of any of these terms and conditions shall prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing.

Variations:

The Bank may amend these terms and conditions at any time by not less than 14 (fourteen) day's notice to me specifying the effective date of amendment. If I/We use any banking facilities after the effective date of the amendment, I/We shall be deemed to have received notice of the amendment and to have decided to continue to use the banking facilities upon the revised terms and conditions. I/We further acknowledge that in the event of any changes being communicated to me, the Bank is not obliged to obtain my signature for receipt of such communication.

Notice:

Save as otherwise provided in these terms and conditions, any demand or communication made by the Bank under these terms and conditions shall be in writing and made at the address given by me/us (or such other addresses as I/We shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on me on the date of posting.

Force Majeure/ Technical Problem:

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 or technical problem for any reasons beyond the reasonable control of the Bank.

Governing Law:

These terms and conditions shall be governed by and constructed in accordance with, the laws of Bangladesh and "We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of law of Bangladesh. Such submission shall however, not prejudice the rights of the Bank to bring proceedings against me in any other jurisdiction or courts of law elsewhere. However, all accounts shall be subject to the provisions of the guidelines/circulars together with any alteration/modification thereto effected by Bangladesh Bank from time to time.

I/We have gone through the terms & conditions mentioned above and understood them in entirety. I/We express below my/our acceptance to abide by the above terms & conditions or as may be amended or supplemented from time to time.