

# **Terms and Conditions**

Please read and accept the terms before continuing.

## **Eligibility for opening the account**

An adult person who is of sound mind can open a savings/current account in a single or joint name. In case of a minor, an account can be opened singly with the operating mandate of parents/legal guardian or jointly with parents/legal guardian with the operating mandate of parents/legal guardian. An illiterate person can apply to open a savings account through thumb impression and physical presence as per the prevailing bank norms.

## **Initial deposit**

The initial minimum deposit of Tk. 500/- is required to open a Savings Bank Deposit Account and Tk. 1,000/- is required to open a Current Deposit Account.

## **Deposits, Withdrawals**

A depositor can deposit and withdraw from the Savings/Current Account as many times as required. Cheques, Drafts, and 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 be available for withdrawal once collected by the Bank. Cash withdrawals should only be made on the printed cheque forms supplied by the bank. The account should not be overdrawn, nor should cheques be drawn against funds in the course of realization unless special arrangements have been made with the bank. No overdrafts are allowed on Savings Accounts.

## **Identification of the account**

Each account will be given one account number. This number is to be properly quoted for each deposit and for any correspondence to the Bank. The Bank will not be responsible for any loss or damage occurring as a result of the wrong quotation of the account number.

## **Signing of Cheque**

The Cheque leaf is to be signed by the account holder/account operator as per the specimen signature recorded with the Bank, and any alteration and cutting should be confirmed by full signature. No cheque will be honored if it is post-dated, stale or mutilated. The bank reserves the right to impose a fine for the bounce of a cheque due to insufficient funds in the account.

## **Positive Pay**

As per instruction of Bangladesh Bank on positive pay for clearing cheques, the account holder must inform the Bank (Prime Bank PLC.) in writing after issuance of a cheque for the amount of 5 (Five) lacs and above. Otherwise, the Bank may return the cheque if presented through an automated clearing house at the risk and responsibility of the account holder(s).

## **Bank's Right**

The bank reserves the right to enquire with the customer for the source of the funds as per the Money Laundering Prevention Act 2012 and or any other allied laws directed to prevent Money laundering and ask for a nominee as per the Bank Company Act 1991. The bank reserves the right to close any account if found unsatisfactory or may decline to issue a fresh cheque book without assigning any reason. The bank reserves the right to realize charges from any account as per the Schedule of Charges of the bank. The bank is authorized to realize Excise Duty, Income Tax, or any other duties etc., as per government instruction. 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 a wrong entry without giving any information to the customer.

## **E-Statement**

- I/We fully understand the risk and accept that the bank does not use encrypted e-mail, and generally, the internet is not encrypted and is not a secured means of transmission of the information. It involves the risk of unauthorized alteration, usage and disclosure of the information by Unwanted Parties.
- I/We fully understand the risk and accept that transmission of the information to a corporate ID involves the risks of the I/We fully understand the risk and accept that transmission of the information to a corporate ID involves the risks of the information being viewed, altered, used or disclosed to third parties who were/were once authorized but may not be in the employment of the organization in the future. I/We agree to indemnify the bank and hold the bank indemnified and harmless from any costs, expenses, liabilities, losses, and responsibilities, whether direct or consequential, arising out or in connection with such view, alteration, usage or disclosure of the information or otherwise caused by using the internet as a means of transmission and also for any error, delay or problem in the transmission of the information;
- That my/our legal representatives, executors, successors-in-interest and assigned are bound by this E-statement enrolment;
- That this E-statement enrolment shall be governed by and constructed in accordance with the laws of Bangladesh;
- Electronic statement delivery will supersede hard copy statement delivery (if any).

## **Account Rules**

### **Opening an Account**

Eligibility, Profit, Fees & Charges, documentation requirements and other conditions are as per the features of the product. The bank's Account Opening Officer will explain the details of the product to the customer(s) before opening the accounts. No Profit is given on the Current Accounts. The customer(s) should ask the bank's officer about the product features and fees & charges for different services related to the operation of the account.

### **Closure of Account**

When an account is closed either by the account holder or by the Bank, the account holder is required to return all the unused cheques and cards, if any, to the bank. A charge as per our prevailing schedule of charges will be recovered from an account holder who closes an account.

### **Minor's Account**

An Account may be opened on behalf of a minor by his/her natural guardian or by a guardian appointed by a court of competent jurisdiction. Upon the minor's attaining majority, the right of the guardian to operate the account shall cease, and any balance in the account will be deemed to belong exclusively to the hitherto minor who has attained majority unless he/she confirms in writing his/her intention to continue the account, further operations cannot be allowed.

### **Cheque Books**

- An application for a chequebook on a Savings/Current Account must be made on the Bank's requisition slip, duly signed by the account holder(s). Cheques will only be issued to a customer when all documentation considered necessary by the Bank has been obtained. It is the responsibility of the account holder to ensure that cheques in their possession are kept safely. The customer must all time exercise due care to prevent cheques, payment orders and other instruments from being altered or forged in a manner which may facilitate fraud. In such events, the Bank will not be responsible for any loss suffered by the customer or any other person. Any loss or misuse of the cheques or other instruments must be immediately reported to the Bank and confirmed in writing/verbally without any delay. Chequebook and other securities will be valid if signed/initiated by authorized person.
- The Bank reserves the right to refuse issuance of cheque books on such accounts which are not maintained satisfactorily or when an excessive number of cheques from the previous cheque book have remained unused.

- The Bank will retain the undelivered cheque book for up to 90 (ninety) days. After 90 (ninety) days, undelivered cheque book will be destroyed by the Bank, and necessary charges will be realized from the respective customer account as per the Bank's schedule of charges.
- The cheque will be returned unpaid if the 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.
- The Bank reserves the right to dishonor cheque(s) on reasonable grounds. In the event of a cheque being returned, the Bank may realize a penalty charge for each presentation & return.
- The customer should comply with the conditions as printed on the inside of the front cover of the issued cheque book.

### **Stop payment of the Cheque.**

I/We, the account holder(s), shall immediately notify the Bank if any of the cheques issued by me/us are 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) in 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 in addition to that. A charge as per our prevailing schedule of charges will be recovered for recording stop payments.

### **Fraud & Forgery due to payment of Cheque**

The customer must at all times 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 the 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.

### **Master/Visa/JCB Debit Card (the "Card") Agreement**

By applying for the Card from Prime Bank PLC. the account holder (also referred to as the "User" or "Customer") hereby acknowledges, accepts and confirms to abide by the following additional terms & conditions:

#### **The Card:**

The Card is subject to the terms and conditions of this Agreement: (1) All transactions made using the card, whether electronic or otherwise, will be deducted from the

designated account; (2) The bank will deduct the withdrawn amount from the designated account for transactions made at any authorized Automated Teller Machine (ATM)/Cash Recycling Machine (CRM) or for purchases of goods and services from authorized merchants in Bangladesh using the card at POS/E-Commerce terminals; (3) The Bank shall debit the Designated Account for all related charges with respect to the Card and the use thereof and the charges may be announced from time to time by the Bank; (4) The Bank reserves the right to restrict daily, weekly, monthly, and yearly cash withdrawals or purchases made by the Cardholder at authorized merchants; (5) The Card is, and shall at all times, be the property of the Bank and shall be returned to the Bank unconditionally and immediately upon Bank's request. The Bank reserves the right to cancel, withdraw or renew the Card at any time at its sole discretion;

**Personal Identification Number (PIN):**

The Cardholder will receive or generate a Personal Identification Number ("PIN") to access the Card. It is the Cardholder's responsibility to maintain confidentiality and refrain from sharing the PIN with anyone, including Bank personnel. The Card and PIN must be collected by the Cardholder in person, with acknowledgment from the Bank.

**Use of the Card: Cardholder shall comply with the following terms:**

(1) Always keep the Card secured; (2) Shall not use the Card before or after the validity period and/or after its cancellation or withdraw; (3) Memorize the PIN and immediately destroy the slip advising the PIN and always keep any record of the PIN separate from the Card; (4) Shall not discard the used Carbon copies containing the Card details carelessly; (5) When making a purchase ensure that the merchant destroys any spoilt vouchers or receipts in Cardholder's presence; (6) Upon expiry destroy the Card by cutting it in two halves; (7) The Card is not transferable and is valid for use only by the person whose name is printed on it; (8) The Card cannot under any circumstances be used for any unlawful purposes; (9) The Cardholder's account must have sufficient balance to meet any transaction including any charges; (10) Cash or Cheques deposited by the Card with any Automated Teller Machine ("ATM") or Cash Recycling Machine ("CRM") will be governed by the terms & conditions of the deposit of such ATM or CRM; (11) In the event that the Designated Account is overdrawn due to Card usage, the Cardholder will be subject to interest charges at rates determined by the Bank periodically, along with any other applicable fees and expenses at the Bank's absolute discretion. The overdraft amount is payable immediately upon demand; (12) In consideration of issuing the Card, the Cardholder undertakes to indemnify the Bank against all losses, claims, actions, proceedings demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the issuance or use of the Card, provided that the Bank acts in good faith; (13) The Bank reserves the right to disclose, in strict confidence to other institutions, such information

concerning the transaction made by the Card as may be necessary or appropriate in connection with its participation in any Electronic Fund Transfer Network; (14) The Bank's record of transaction processed by the use of the Card shall be conclusive and binding for all purposes.

#### **Lost or Stolen Card:**

(1) If the Card is lost or stolen, or a Card is for any reason liable to be misused or Cardholder have any reason to suspect that the PIN may have been discovered by an unauthorized person, Cardholder shall immediately notify the PBL Help Line number mentioned on the reverse of the Card, or at the nearest PBL branch and confirm such in writing as soon as possible providing account number and any other relevant information as may be required; (2) Until and unless such notice is received, the Bank is authorized and shall remain authorized to debit Cardholder account for the transaction made using the Card; (3) Cardholder shall be liable to the Bank for all losses or claims to the Bank arising from any transaction affected before such notice is received; (4) Cardholder shall give the Bank and any person acting on the Bank's behalf all necessary assistance in any investigations, avail all information as to circumstances of the loss, theft or possible misuse of the Card and take all reasonable steps to assist the Bank to recover the Card and money; (5) Cardholder shall consent to the disclosure to third parties of such information as is relevant concerning account in connection with loss, theft or possible misuse of the Card and money. (6) If the Card is lost and reported to the Bank and a new Card is issued, the Cardholder shall destroy the previous Card if it is found subsequently and report the same to the bank; (7) The Bank will as soon as practicable replace any lost or stolen Card subject to payment of the applicable replacement charge.

#### **Liabilities:**

(1) The Bank shall not be liable in any way if a third party does not honor the Card; (2) The Cardholder shall be liable for any loss or cost suffered by the Bank as a result of any breach of this Agreement; (3) The Bank shall not be liable if it is unable to perform its obligation under this Agreement due to failure of any machine, data, process system, transmission link, industrial dispute, terrorist action or anything outside its direct control or that of its agents.

#### **Cardholder's Claim:**

(1) Card account shall only be credited with a refund in respect of a Card transaction if the Bank receives a refund voucher or other refund verification; (2) No claim against a third party may be the subject of defense or counter claim against the Bank; (3) The Cardholder shall not be entitled to any interest or any credit in the account (4) The Bank shall not make refund for any goods/service obtained with the use of the Card.

#### **Termination of the Card:**

(1) In the event the Cardholder decides to terminate the use of the Card, the Cardholder shall give the Bank not less than Seven days' prior notice in writing and forthwith return the Card to the Bank. (2) The Bank shall be entitled to terminate the Card facility and request return of the Card with immediate effect upon the occurrence of any of the following events: (i) Failure of the Cardholder to adhere to or comply with the terms and conditions herein set forth, (ii) An event of default under any agreement or commitment (contingent or otherwise) entered into with the Bank, (iii) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature, (iv) Demise of the Cardholder, (v) The Cardholder closes his account with the Bank.

### **International Regulations:**

The use of the Card is regulated by the terms of applicable payment schemes as well and Cardholder agrees to abide by those terms.

### **Miscellaneous:**

The above Terms & Conditions shall be regulated by and interpreted under the laws in force in Bangladesh, and may be verified by the Bank from time to time at its sole discretion and shall constitute the agreement between the Customer and the Bank with respect to the issue and use of the Card, any changes made to these conditions will be notified by the Bank to the Customer, however failure to make such notification shall not invalidate the changes.

### **Disclaimer**

The Terms & Conditions are subject to periodic reviews and changes at the bank's discretion. Any changes will equally apply to all customers.

### **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. In regards to the any claim made by the Nominee and/or successor the prevailing laws of Bangladesh shall apply.

4. In the event of the death of one or more customer(s) in a joint account, the right of the survivor(s) to operate the account will be ceased unless an appropriate order is received from a court of competent jurisdiction (if applicable) for the operation of accounts.
5. The Bank will not execute any customer transaction over the phone, fax or 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 schedule of charges.
7. Accounts upon which an attachment order or other legal notice prohibiting the operation of the account has been received will be ruled off and no further operation will be allowed till the prohibiting order is removed.
8. Customer transactions will be entertained during regular banking hours that may be in force from time to time.
9. The account holder should notify the Bank of any change of address, contact number and email in writing. Otherwise, the Bank will not be liable for delivering the 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 of 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 the responsibility of the customer to inform the Bank in writing before leaving the country.
13. The Bank may refuse to process any transaction on any customer's account(s) if the Bank suspects fraud or illegality therein. The Bank's decision on whether the transaction is or is 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 the 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 believes exists between any such statement and his 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 two years.
  16. Statements of accounts are issued based on product features half yearly. If statements are required in frequencies higher than the above a charge will be levied as per our current schedule of charges.
  17. The Bank reserves the right to amend the terms and conditions, current schedule of charges without any notice.
  18. Profit is credited monthly or half-yearly based on the product nature. If an account is closed prior the profit is credited, the accrued profit will be credited to the account.
  19. For Prime Hasanah Youth Customer:
    - Customer will be invited to update/change the account category through SMS and/or Email One (01) Month prior to account holder completing 25 years of age.
    - Customer will have the option to choose any product from existing live savings products as per his/her desire & eligibility.
    - If the account holder does not respond or actively participate in the conversion process, then Prime Hasanah Youth will be converted automatically to Prime Hasanah Savings Account.
  20. By opting to open account through Prime Bank's digital onboarding platform, the applicant automatically gives consent to e-statement and SMS alert facility enrollment.

### **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 customer's name 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 as a wrong entry without giving any information to the customer.

### **General Rules**

1. Prime Hasanah Current Accounts being inoperative for one year will be transferred to Dormant Status.
2. Prime Hasanah Savings Accounts (different types) being inoperative for two years will be transferred to Dormant Status.
3. As per section 35 of the 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.
4. No customer initiated transaction is allowed in the Dormant account unless the account holder(s) applies to Prime Bank PLC in writing to regularize the account status presenting prescribed documents.

### **Joint Accounts**

1. Each of us (if more than one) hereby authorizes and empowers each other to endorse for deposit and to deposit with the Bank any cheques, notes or other instruments for the payment of money payable to or purporting to belong to anyone or all of us and if the Bank receive any such instruments without having been so endorsed then the Bank is hereby authorized to endorse any such instrument on behalf of us and to credit the same to the account.
2. In the event of the death or legal disability of any of the individuals constituting the account holder, the other individual(s) shall immediately (but in any event not later than 10 (ten) days after such disability) and before affecting any transactions in the account, notify the Bank of such death or legal disability.
3. Each of us authorizes the Bank to hold, on the death of either of us, any credit balance on any account in our joint name and any securities deeds, boxes and parcels and their contents and property of any description held in our joint names, to the order of the survivor (if any). Each of us hereby agrees that the instructions given by us in the mandate are to remain in force until written revocations thereof by us or either of us.
4. In the event that there is no survivor and nomination is made, the terms and conditions stated in clause 3 (three) of general rules on "nominee" shall apply
5. In the event that there is no survivor or nominee, that account will then be frozen until the legal successor to the deceased or disabled individual is appointed/determined by the relevant court or department.

### **Foreign Currency Account**

1. I appreciate that there can be risks associated with any account (s) denominated in foreign currency, convertible accounts and foreign currency investments. Accordingly, I accept that I am solely responsible for all such risks and any cost expenses arising (including, without limitation, those arising from any international or domestic legal or regulatory restrictions) in respect of any such account (s).

Withdrawals or dealings on any such account (s) are also subject to the relevant currency being available at the Bank's relevant branch. Conversion from one currency to another shall occasionally be at the exchange rate as determined by the Bank (at its absolute discretion).

2. Where it is necessary to declare a foreign currency purchase or sale to the Bangladesh Bank, I must truthfully declare the transaction and complete the declaration documents required by the competent authorities in accordance with the relevant regulations. I shall be responsible for any inability to complete a foreign exchange settlement due to a statutory regulation, restriction imposed by a governmental policy or the insufficiency of my foreign exchange settlement quota. If the Bank becomes aware that I have exceeded my foreign exchange settlement quota at the time of settlement, the Bank may refrain from executing the relevant transaction. I hereby declare & warrant that all of my sales & purchases of foreign exchange will be in conformity with relevant laws, regulations and governmental policies, and I will be liable for indemnifying the Bank against any resultant damages (including, but not limited to, any sanctions imposed by the competent authorities).

### **Overdrawn Account**

If for whatever reason the account has any unauthorized debit balance, the customer (the joint and several liabilities of each and every joint account holder) shall pay the Charges in accordance with the Bank's prevalent rate and practice and shall regularize the account on the same day unless the Bank specially makes an exception.

### **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 profit or exchange rate or liability incurred/suffered by the customer, including but not limited to the return of cheques and loss of profit arising due to such transaction not being shown on the day the same 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 following disclosure 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 any amount due to the Bank of 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) Days' notice to me specifying the effective date of the amendment. If I use any banking facilities after the effective date of the amendment, I 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 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 (or such other addresses as I 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 construed in accordance with the laws of Bangladesh, and I 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 entirely and undertake to abide by those terms & conditions relating to the account. I/We also agree to be bound by such terms & conditions as may be amended or supplemented from time to time.