



United Commercial Bank Limited
 _____ Branch

Trade Finance Transactions SMS and E-mail Notification Enrollment Form

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Request Type : New Modification
 Facility Type : E-Mail SMS Both (PLEASE WRITE IN CAPITAL LETTERS)

Customer Name : _____

Customer ID : _____ Date of Incorporation :

D	D	M	M	Y	Y	Y	Y
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SMS and E-mail Notification applicable for all Contract tagged to this Customer ID

Mobile No (1) : _____ Mobile No (4) : _____

Mobile No (2) : _____ Mobile No (5) : _____

Mobile No (3) : _____

Email Address (1) : _____ To Cc

Email Address (2) : _____ To Cc

Email Address (3) : _____ To Cc

Email Address (4) : _____ To Cc

Email Address (5) : _____ To Cc

I/We have read and understand the Terms and Conditions and I/We want to get Trade Finance Transactions SMS and E-mail Notification only available and allowable services accepting all terms and conditions of the Bank.

Company Registration Address :	_____	Specimen Signature & Seal of Signatory 1	Specimen Signature & Seal of Signatory 2

For Bank's (Branch) Use Only

Customer Category : SME Corporate

RM Employee ID :

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 RM Email Address : _____

Checked by Signature, Seal & EID	Verified by (HOB/OM) Signature, Seal, PA & EID
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SMS & E-mail Notification Service Terms and Conditions (Corporate & SME)

(PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE SUBMITTING APPLICATION)

Introduction

These terms and conditions ("Terms") set out the rights and obligations of the customer, and the Bank in connection with use of the SMS & E-mail Notification Service ("Service") and legally binding upon the relevant parties.

These Terms,

- Replaces all earlier terms and conditions relating to the Service (if any) except where the Bank advises otherwise;
- Is in addition to the terms and conditions that apply to the accounts the customer may be accessing through the Service. And is in addition to the terms and conditions that have been agreed upon earlier, at the time of account opening or later;
- Relates only to the eligible accounts registered with the Bank for the service.

Applicability of Terms

These Terms form the contract between the Customer and UCBL for Service. The Customer shall apply to UCBL in the prescribed form for use of the Services. UCBL shall be entitled at its sole discretion to accept or reject such applications. By applying for the Services, the Customer acknowledges and accepts these Terms.

SMS Notification Service

For the purpose of availing the Service, the Customer is required to apply with maximum 5(Five) mobile numbers which shall be approved by company's board resolution (as and when applicable).

E-mail Notification Service

For the purpose of availing the Service, the Customer is required to apply with maximum 5(Five) E-mail ID which shall be supported by company's board resolution (as and when applicable). Customer is always advised to provide a group E-mail ID, in case of more than one mail ID.

Accuracy of Information

- The Customer is responsible for the correctness of information supplied to UCBL for use of the Services. UCBL accepts no liability for any consequences whatsoever arising out of erroneous information supplied by the Customer or otherwise.
- If the Customer notices an error in the information supplied to UCBL either in the registration form or any other communication, they shall immediately advise UCBL in writing so as to allow UCBL to correct the error wherever possible on a 'reasonable efforts' basis.

Liability of the Customer

- UCBL shall under no circumstances be held liable to the Customer if the Service is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of UCBL.
- Under no circumstances shall UCBL be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person.
- Illegal or improper use of the Services shall render the Customer liable for payment of financial charges as decided by UCBL or will result in suspension of the Services. Any penalties levied by any regulatory authority with regard to the Customer's use of the Services shall be purely to the Customer's sole account.
- The Customer undertakes to comply with all applicable laws and regulations governing the account of the Customer. For avoidance of doubt, the governing law is the substantive and procedural laws of Bangladesh, the Circulars/Directives/Notifications of Bangladesh Bank or any other regulatory body.
- Every individual/party involved with the registered mobile number(s) and E-mail ID(s) will be equally bound by these Terms jointly and severally.

Charges

- The Customer hereby agrees to bear the charges as may be stipulated by UCBL from time to time for availing the Services. These charges are in addition to regular banking charges.
- The Customer shall be clearly notified of the charge(s). The charges set in the regular banking procedure will be implied.
- The Customer hereby authorizes UCBL to recover the service charge by debiting one of the Accounts of the Customer or by sending a bill to the Customer who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by UCBL in a manner as UCBL may deem fit along with such interest, if any, and/or withdrawal of the Services without any liability to UCBL.

Indemnity

- In consideration of UCBL providing the Services to the Customer, the Customer shall indemnify and hold UCBL, including its officers, employees and agents, indemnified against all losses and expenses on full indemnity basis which UCBL may incur, sustain, suffer or is likely to suffer in connection with UCBL's execution of the Customer's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of UCBL's providing a service through SMS and E-mail or any action taken or omitted to be taken by UCBL, its officers, employees or agents, on the instructions of the Customer.
- The Customer will pay UCBL such amount as may be determined to be sufficient to indemnify it against any such loss or expenses even though they may not have arisen or are contingent in nature.
- The Customer shall take all necessary precautions to ensure that there are no mistakes and errors and that the information given or instructed to UCBL is error free, accurate, proper and complete at all points of time. On the other hand, in the event of the Customer's Account receiving an incorrect information be reason of a mistake, UCBL shall be entitled to reverse the incorrect information at any time whatsoever without prior notice to the Customer.
- If anyone or part of the Terms proves to be illegal or unenforceable in any way, this will not affect the validity of the remaining portion of the Terms.

Disclosure of Information

The Customer agrees that UCBL may hold and process their relevant information concerning their transaction(s) on computer or otherwise in connection with the Service as well as for analysis, marketing and reports required for Bangladesh Bank or any other regulatory body.

The Customer also agrees that UCBL may disclose, in strict confidence, to other institutions, such Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for fraud prevention purposes or to regulatory bodies for their requirements.

Change of Terms

UCBL shall have absolute discretion to amend the Terms at any time and will endeavor to give prior notice for such changes wherever feasible. Such change to the Terms shall be communicated to the Customer through its website, newspaper or any other mass media, email, letter etc. By continuing to use any existing or new services as may be introduced by UCBL, the Customer shall be deemed to have accepted the changed Terms.

Non-Transferability of the Service

The grant of the Service to a Customer is purely personal in nature and cannot be transferred/assigned without prior approval of the Bank.

Termination of the service

The Customer may request for termination of the Services any time by giving a written notice of at least 15 days to UCBL. The termination shall take effect on the completion of the fifteenth day, if not earlier. The Customer will remain responsible for the Services provided by the Bank until the time of such termination. UCBL may withdraw or terminate the Service at any time either entirely or with reference to a specific service without any prior notice and without having to assign any reason whatsoever, or in case of breach of the Terms by the Customer; or if it learns of the death, bankruptcy or lack of legal capacity of the Customer.

Notices

UCBL may publish notices of general nature, which are applicable to all Customers in newspapers or on its web site or through any other media. Such notices will have the same effect if a notice served individually to each Customer.

I/We hereby acknowledge that I/We have read and understand the Terms and Conditions of SMS & E-mail Notification Service for Trade Finance Transactions and the risk involved to this Service and further declare and affirm that by signing below, I/We apply for the United Commercial Bank Limited SMS & E-mail Notification Service for Trade Finance Transactions subject to the aforesaid Terms and Conditions:

Specimen Signature & Seal of Signatory 1

Specimen Signature & Seal of Signatory 2