



_____ Branch

Upay Application Form

D D M M Y Y Y Y

Request Type : New Modification

Facility Type : CASA Account Credit Card Both (Please write in Capital Letters)

Customer Name : _____

Customer ID : _____ Date of Birth D D M M Y Y Y Y

Upay Service applicable for all CASA Accounts tagged to this Customer ID

Account Number (1) : _____

For multiple accounts, please mention all CASA Account Number to have access in all Accounts

Account Number (2) : _____

Account Number (3) : _____

Debit Card Number : _____ Expiry Date M M Y Y

Credit Card Number : _____ Expiry Date M M Y Y

National ID Number : _____

Mobile Number : _____

Only 1 mobile Number can be registered for Credit Card and all CASA Accounts

Email Address : _____

Present Address : _____

I have read and understood the Terms and Conditions available on the Bank's website including in this application form. I, hereby, confirm my willingness to use the available and allowable services of Upay accepting all terms and conditions of the Bank.

Specimen Signature : _____
Specimen Signature of Applicant

For Bank's (Branch) Use Only

Checked by Signature, Seal & EID _____
Verified by (HOB/OM) Signature, Seal, PA & EID _____

Upay APPLICATION FORM

Terms and Conditions for Upay Payments (Upay) Service for Payers

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

A. Introduction

1. These terms and conditions ("Terms") apply to and regulate your use of United Commercial Bank Limited's (the "Bank's") or UCB' Upay Service. The Upay Service allows you to request (via a "Transaction Request"), using the UCB's Upay Customer App ("Application"), that the Bank carry out a transaction ("Upay Transaction") to pay an amount specified by you ("Purchase Amount") from your UCB bank or credit card or a Upay digital wallet account to your merchant ("Merchant") when you buy any good(s) or service(s) from that merchant.

2. The Upay Service allows you to request for the following types of Upay Transactions to be carried out:

- o Transactions where you can buy good(s) or service(s) from a physical or an online merchant by directly debiting your bank or credit card account at UCB or by directly debiting your Upay virtual wallet or by means of a Upay Digital Cheque.
- o Transactions where you can fund your Upay virtual digital wallet or a digital cheque by debiting your bank or credit card account at UCB.
- o Transactions where your purchase authority is identified through a unique two-dimensional secured barcode generated by the Application ("QR Code") ("QR Transactions") with or without in conjunction of a secured One Time Password ("OTP") or such other means as prescribed by the Bank.

The term "Upay Service" shall be deemed to include any notifications, communications or services referred to in these Terms and/or any services, functions and features made available through such part of the Upay Services as relates any Upay Transaction.

3. The Upay Service is provided as part of UCB's latest Digital Banking Services, and accordingly these Terms are in addition to and shall be read in conjunction with:

- o The UCB Terms and Conditions governing Electronic Banking Services (and any reference to the relevant Electronic Banking Service in the UCB Terms and Conditions governing Electronic Banking Services shall include a reference to the Upay Service) provided that in the event of any conflict or inconsistency, these Terms shall prevail over the UCB Terms and Conditions governing Electronic Banking Services to the extent of such conflict or inconsistency;

4. You must accept and agree to these Terms before you are able to use the Upay Service. By accepting and agreeing to these Terms, you acknowledge and agree that you have successfully opted-in for the Upay Service and will be able to perform the above services without the need for transaction signing (to secure and authorise transactions). Upon successfully opting-in for the Upay Service, you will be notified by SMS and email. To use the Upay Service, you will need to:

- o Be Customer of the Bank. In future other bank's customers will also be able to use Upay.
- o Have installed the Upay Application on your mobile phone with your mobile number registered with the Bank;
- o Have a valid and active Taka current or savings or credit card account with the Bank ("Account"); and
- o Comply with this Terms.

B. QR Transactions

5. Where the relevant Upay Transaction is a QR Transaction, the Terms and Conditions for Registration for the UCB Upay via QR Service will additionally apply. There is no further t&C for registration.

C. Miscellaneous

6. You are responsible for ensuring, and you warrant, the truthfulness, accuracy and completeness of all information provided in respect of such Transaction Request, including but not limited to the Recipient's contact details.

7. Once a Transaction Request has been submitted, you will not be able to withdraw, cancel or make any changes to such Transaction Request.

8. The Bank shall be entitled, at its absolute discretion, to reject or refuse to accept or process or to cancel any Transaction Request or Upay Transaction and shall not be required to give any reason for the same.

9. In relation to each Upay Transaction:

- o You hereby instruct and authorise the Bank to debit your Account and transfer the purchase Amount to the designated merchant's account:
 - Linked to the QR Code (in the case of a QR Transaction) or such other means prescribed by the Bank from time to time.
- o You acknowledge and agree that the Bank need not process the Upay Transaction or transfer the Purchase Amount if there are insufficient funds in your Account.
- o The Bank shall, based on the manner of notification selected by you pursuant to paragraph 10, notify you where:
 - The Purchase Amount has been successfully transferred to the bank account designated by the Merchant;
 - Following the provision of the correct QR Code by yourself (where applicable), the Purchase Amount has not been credited, or has failed to be credited to the bank account designated by the Merchant (i.e. the relevant Upay Transaction is unsuccessful).
- o If a Upay Transaction is unsuccessful (as determined pursuant to paragraph 9) but the Purchase Amount has been debited from your Account, the Bank shall, where the Bank is in possession of the Purchase Amount or upon receipt by the Bank of the Purchase Amount, arrange for the Purchase Amount to be credited back to your Account. For the avoidance of doubt, you will not be entitled to receive any interest in respect of the Purchase Amount.

10. Save for notifications sent in connection with you successfully opting-in for the Upay Service, you may choose the manner in which you receive notifications in relation to Upay Transactions, whether by (i) SMS, (ii) email, or (iii) both SMS and email. Unless you have chosen otherwise, the Bank will send notifications in relation to Upay Transactions to you by both SMS and email. All notifications to be sent to you under these Terms:

- o By SMS will, if you have a valid mobile number registered with the Bank, be sent to such valid mobile number; and
- o By email will be sent to your valid email address registered with the Bank.

11. You acknowledge and agree that, for the purposes of the Upay Service, the Application will be accessing and using the information in your Bank (i.e. UCB) and/or the contact details stored in your mobile phone, and you hereby consent to the Bank and authorise the Bank accessing and using such information for the provision of the Upay Service.

12. The Bank reserves the right to impose charges and to revise at any time such charges for the use of the Upay Service and/or the Application upon written Notice to you. Such charges or revisions shall take effect from the date stated in the notice. When you continue to use the Application or submit any Transaction Request after such notification, you shall be deemed to have agreed to and accepted such charges or revisions to such charges.

13. The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the Upay Service or in relation to the processing of or any other matter relating to any Transaction Request or Upay Transaction. Without prejudice to the foregoing, the acceptance by the Bank of your submission of a Transaction Request does not amount to a representation or warranty by the Bank that it will, and does not impose any obligation on the Bank to, process the Upay Transaction or transfer the Transfer Amount to the Recipient and the Bank does not represent or warrant that:

- o The Upay Service will meet your requirements;
- o The Upay Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time; or
- o Your use of the Upay Service or the Bank's processing of any Transaction Request or Upay Transaction will be uninterrupted, timely, secure or free of any virus or error.

14. You acknowledge and agree that, to the extent permitted under applicable law, the Bank shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:

- o The provision by the Bank of or your use of the Upay Service and/or the Application;
- o The processing of any Transaction Request or Upay Transaction;
- o Any Upay Transaction being unsuccessful or considered as unsuccessful or any Transfer Amount not having been transferred to the Recipient's designated bank account or transferred to a recipient other than the intended Recipient, whether or not arising from:
 - Your negligence, misconduct or breach of any of these Terms (including as a result of inaccurate information being provided by you); or In the printed version there should be indent.
 - Any failure, refusal, delay or error by any third party or third party system, equipment or device (including Bangladesh Bank's BEFTN/RTGS & NPSB payment systems) through whom or which any Upay Transaction is made;
- o Any use of your mobile device(s) or any security procedure which is rejected by a merchant or any mobile device used to process a QR Transaction;
- o Any malfunction, defect or error in any mobile device used to process a QR Transaction, or of other machines or systems of authorisation or the inability of any mobile device, machine or system to accurately, properly or promptly transmit, process or store any data;
- o Any unauthorised access and/or use of your mobile phone, the OTP (in respect of OTP Transactions) or the Application;
- o The use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data:
 - Relating to you and/or any Merchant;
 - Transmitted through your use of the Upay Service and/or the Application; and/or
 - Obtained through your use of the Upay Service and/or the Application;
- o Any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or
- o The suspension, termination or discontinuance of the Upay Service.

15. To the extent that any of the limitations set out above are not permitted by law, the Bank's liability to you arising from or in respect of each Upay Transaction, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to the Bank's provision of the Upay Service and/or the Application and/or under or relating to these Terms shall not exceed the value of such Upay Transaction.

16. The Bank shall be entitled to exercise any of its rights and remedies under the UCB Terms and Conditions governing Electronic/Digital Banking Services (including the right to withdraw, restrict, suspend, vary or modify) whether in whole or in part.

17. The Bank, at its discretion, impose limit on the transaction amount through the Upay. Bank has the discretion to increase or decrease the transaction limit.

18. Bank will not be responsible if you give your login information or phone to any other person and they carry out transactions with your login information or phone without your permission.

19. You should Notify or inform Bank immediately if you find that -

- o Your Upay Mobile Application Activated phone is stolen or lost.
- o Your account has been accessed by anyone unauthorized
- o There had been any unauthorized transaction or error in your account activity or transaction history
- o Any other suspicious activity or transaction in your account.

20. You should maintain the security of your Upay account by controlling and making sure that all IDs, passwords, PINs or other codes that you use for accessing Upay services are secured and not revealed to any other person.

21. Information provided in your Upay Application form, also authorizes the Bank to update same information in all other system of the Bank.

D: Indemnity

22. You agree to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard shall be payable by you to the Bank.

E: Termination

23. Bank at its sole discretion, reserves the right to terminate this Terms or any of its service without specifying any reason at any time by refunding all unrestricted funds in your Upay Wallet.

I hereby acknowledge that I have read and understand the terms and conditions for Upay Payments (Upay) Service for Payers and the risk involved in Upay Payments (Upay) Service for Payers operation and further declare and affirm that by signing below, I apply for the United Commercial Bank Limited Upay Payments (Upay) Service for Payers subject to the aforesaid terms and conditions.

Specimen Signature of Applicant and Date