



মিউচুয়াল ট্রাস্ট ব্যাংক লিমিটেড
Mutual Trust Bank Ltd.
you can bank on us



MTB Internet Banking Services

TERMS & CONDITIONS

1. The terms and conditions of any deposit Account agreement, rules, regulations, schedule, signature card, credit agreement, including any disclosures made pursuant to such agreements or authority executed by or made available to Customer and any subsequent amendments to any of the foregoing, are incorporated herein by reference. Credit agreements may include credit card agreements the Customer has with MTB. However, if there is any conflict or inconsistency between the terms and conditions stated in the other agreement and those of the agreement, the terms and conditions of the agreement shall control to the extent of such conflict or inconsistency.

2. **User Code, Password and Security Procedures:**

Upon becoming an Internet Banking Customer, MTB will provide the Customer with a unique User Code (“User Code”) and a temporary Password (“Password”) which will allow the Customer to access Customer’s Account information. Use of the Password assigned, will indicate to MTB Customer’s acceptance of the terms and conditions governing Customer’s Account(s) and this Internet Banking agreement.

Each time Customer accesses his or her Account through Internet Banking, Customer will be required to enter Customer’s Password. Once logged on through valid Password the system will not request for any further transaction authorization and it stays valid until the Customer log off. Every IB transactions, including, but not limited to accessing Account information, making transfers, giving transfer-related instructions, initiated after entering the correct Password is deemed as initiated by the customer. If Customer’s Password is lost or stolen, or is known by another individual, Customer must notify MTB immediately. Failure to notify MTB Promptly could result in loss of funds. Customer is responsible for maintaining the confidentiality of customer’s Password and any breach of confidentiality shall promptly be reported to MTB. MTB reserves the right to prevent Customer’s access to Internet Banking should MTB have reason to believe the confidentiality of Customer’s Password has been compromised.

Customer understands that MTB has implemented a security procedure for the purpose of verifying the authenticity of the payment instructions transmitted to MTB by Customer (“instructions”), and not for the purpose of detecting errors on such instructions. Customer agrees that this procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. Customer agrees to be bound by any instruction issued by Customer Password and received and verified by MTB in accordance with such security procedure, and customer shall indemnify and hold MTB harmless from and against any loss suffered or incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedure.

3. **Computer Equipment and Software:**

It is customer’s responsibility to install anti-virus software and update it with latest virus definition files. Customer should avoid Internet Banking from un-known computers. Customer is solely responsible for the maintenance, installations and operation of Customer’s Computer and for the software used in accessing Internet Banking and MTB shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of Customer’s computer or



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software, nor will MTB be responsible for any computer virus that affects Customer's Computer or the software while using Internet Banking, or by accessing Internet Banking through the World Wide Web (WWW). Customer agrees that MTB shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost saving or profit, lost data, business interruption or attorney's fees.)

4. Account Requirements:

To subscribe to Internet Banking, Customer must maintain at least one Current or Saving Bank Account ("Accounts"). Internet Banking will allow Customer to access more than one Account. MTB reserves the right to refuse to open an Account or to deny Customer the ability to access Internet Banking, or to limit access or transactions or to revoke a customer's access to Internet Banking without advance notice to customer.

5. Electric Mail:

Customer may contact MTB via email for general, non-urgent Communications. As regular email is not secured, no sensitive personal information should be transmitted through e-mail. MTB will not take any responsibility if any e-mail sent by a customer falls in the hand of a non-recipient.

6. Reporting Unauthorized Transactions & Error Resolution:

If Customer believes unauthorized transactions are being made from Customer's Account, Customer should change the Password immediately and notify MTB.

If Customer feels that any statement or receipt is wrong, or wishes to have more information about transfer listed on a statement or receipt, he/she should contact MTB over telephone.

MTB must hear back from Customer within ten (10) business days after MTB has sent Customer the FIRST statement on which the problem or error appeared. When Customer contact MTB:

- 1). Should inform in writing name and Account number. (Should not mention Customer's Password).
- 2). Should describe the error or the transfer, Customer is unsure about, and explain clearly why Customer believes it is an error or why Customer seeks more information.
- 3). Should inform MTB the date, taka amount and the transaction reference number (if any) of the error.

MTB will inform Customers the results of MTB's investigation within ten (10) business days on receipt of the customer's notification and will the correct error (if any) promptly. If MTB needs more time to investigate, it will inform the customer accordingly and may take up to ninety (90) days.



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Customer should contact MTB Internet Banking Help Desk at: 880-2-7170138 Ext 208/254/139

Or Write to:

MTB Internet Banking Help Desk

Mutual Trust Bank Limited, Head Office

ICT Division, 7th Floor

68, Dilkusha Bhuiyan Centre, Dhaka -100

7. Fees:

The usages fees for Internet Banking and/or will automatically be deducted from Customer's Account. Customer may also be assessed a fee for certain transactions. Please refer to MTB's fee schedule for specific fee information. Fees may be deducted from Customer's Account without prior notice to Customer. Fees are subject to change from time to time at MTB's discretion.

If balance in the designated Account is insufficient to pay any IB related fees, MTB has the right to debit the same from customer's any other Account maintained with MTB where the fees amount is available debit customer Account whenever balance is credited in the Account.

8. Customer's Responsibility:

Customer shall be responsible for the transfers/transactions authorized through Internet Banking. The Customer shall be responsible for the proper and authorized use, confidentiality and security of the passwords for MTB website access to each Account, and take every possible care to prevent unauthorized use of the Password for the Account.

The Customers acknowledges that the Password are only for verification of authenticity of communications made in the name of the Customer through MTB website access to the Account, and not for the purpose of detecting errors in communications and any such communications shall be deemed to be those of the Customer.

The Customer shall be responsible for all transfers, withdrawals, transactions and instructions initiated or originated by use of the User Code & Password.

The Customer irrevocably authorizes MTB:

- a) To act on all instructions given or apparently given through MTB website access to an Account in the name of the Customers: and
- b) To debit or credit the appropriate Account Accordingly, without taking any further steps to authenticate the instruction.

If the Customer gives instructions contrary to these conditions or otherwise, MTB may at its discretion without advance notice to the Customer and without affecting other rights of MTB:



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- a) Refuse those instructions.
- b) Reverse bill payments or inter-Account transfers made on those instructions and
- c) Suspend or stop access to the Account for any period of time.

Customer is advised to take printouts of account statements at frequent intervals for reconciliation purposes.

10. **Applicable Law:**

This Agreement is subject to the provisions of all applicable operating circulars of Bangladesh Bank, MTB and any other applicable provisions of Laws of the land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

11. **Anti Money Laundering:**

Customer agrees and confirms that he/she will not use this facility for money laundering or violate any law of the land related to money laundering; MTB reserves the right to ask for clarification/information from the customer on any IB related transaction any customer would be required to respond in writing to such queries within 7 working days.

12. **MTB's Responsibility:**

MTB shall be responsible for performing services expressly provided for in this Agreement, and shall not be liable for any error or delay so long as MTB has acted in accordance with the terms and conditions hereof.

MTB shall not be liable if Customers has not given MTB complete, correct or current transfer or payment instructions or if Customer has not followed proper instructions given through Internet Banking, or software used. MTB shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstance beyond the control of MTB.

13. **Severability:**

If any provision of the Agreement is found to be invalid or unenforceable under applicable Law, said provision shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions of this Agreement.

14. **Amendment:**

This Agreement may be amended at any time by MTB and the revised information will be made available at any MTB office and will be published in our website. Customer will be required to abide by these changes for future transactions.



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15. Waiver:

MTB may waive any term or provision of this agreement at any time or from time to time, but any such waiver shall not constitute a waiver of the term or provision in the future. No waiver by either party on any breach or default of any provision herein contained by the other party, whether subsequently performed or not, shall be construed as a waiver of any succeeding breach of the same or any other provision. Nor shall any neglect, forbearance, or delay in the enforcement thereof shall be deemed to constitute a waiver any of right under the provisions of the Agreement unless such waiver is in writing and executed by the party not breach.

17. Termination

Either Party may terminate this Agreement by giving 15 days notice to the other party. Any Transaction made within these 15 days should be deemed to have been done by customer. If MTB terminates Customer's access to Internet Banking It reserves the right to immediately stop making transfers or Payments from Customer's Account(s), including those Customer Previously authorized.

TERMS & CONDITIONS: Internet Banking Bill Payment

1. This Agreement governs the use of the Mutual trust Bank Limited (MTB) website access ("Internet Banking") to the account or account mentioned below opened or maintained with MTB and operable by one (not joint) signature (collectively and individually "Account") of the Customer or Customer named below (collectively and individually "Customer"). Allowing the Customer to make payments from the Account to utility service provider ("Biller") Through the MTB website ("Electronic Utility Bill Payment") instead of the submission of Utility bills and payment in cash over the counter. Each Customer is jointly and severally liable for all transactions initiated through Internet Banking, including overdrafts, even if the Customer did not participate in a transaction which resulted in an overdraft.
2. This electronic utility bill Payment service is only available to customer of MTB who are already customer of the MTB Internet Banking service and shall cover all the utility bill payment of different service provider (Biller)s with which MTB has agreed in writing.
3. Each Biller will provide each subscriber availing of the Electronic Utility Bill payment service with a unique subscribe identification number (Subscriber ID).
4. MTB will provide the Electronic Utility Bill Payment service for payment of the Utility bills by customer through the MTB website, with Payment instructions containing details of the customer and Utility Bill as mutually agreed between MTB and the Biller from time to time.
5. Customer through the MTB website shall issue instructions to MTB for Payment of an amount to the Biller account against the Customer Utility bill, by debit to the designated Customer Account. After satisfactory verification and transmission of such instructions for Payment, the Customer will be issued with a unique confirmation reference number ("Confirmation") visible on screen. A printed copy of the page containing the Confirmation will be accepted by the biller as Payment against the customer's Utility bill, subject to subsequent confirmation from MTB.



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- a) it is responsibility of the customer to select or type the correct payee name, address, amount and account number, and MTB shall not be responsible if the customer makes any mistake, selects the incorrect payee, provides an incorrect address or Account number, or any other error or omission.
 - b) MTB will mail or deliver to the customer periodic statements for the accounts, which shall include Utility bill payments details.
 - c) The customer shall review the periodic statements and inform MTB in writing within ten (10) business days from the date of the statements, of any discrepancies.
 - d) The account information and transactions will be recorded and retained for one year so as to be usable for subsequent reference.
6. Any transaction made on public holidays , 1st July and 31st December being bank holiday, the transaction value date will be the next working day. On each working day any transaction after MTB internet Banking system cutover time the transaction will take effect on the next working day. MTB will not be obliged to apply any back value for those transactions.
7. It is acknowledged by the customer that the provision of the utility Electronic Payment services and website access to the Accounts is dependent upon the continued availability of communication, processing, function and other facilities of the applicable systems, and MTB can not warrant such availability at all times. The service can be interrupted due to several reasons like technical and other. MTB can not always ensure access to the website. MTB shall be entitled to suspend, disconnect or discontinue the provision of the Electronic Utility Bill Payment or website access to the Account by prior written notice to the Biller for the purpose of carrying out of maintenance, upgrades or other work. In the event MTB suspends, disconnects or terminates the Electronic Utility Bill Payment or website access to the Account upon the occurrence of any event over which the MTB has no control, MTB shall not be made liable for any loss or damage caused to the Biller as a result of such suspension, disconnection or termination.
8. Except as provided herein MTB shall not be liable to the customer or any other person for any claim, loss or damage arising, directly or indirectly: from the Utility Electronic Payment service or website access to the Account pursuant to this Agreements, or from the unauthorized use, interruption, unavailability or loss of use thereof or any part thereof ; or for material or virus transmitted or received in connection with provision of the Utility Electronic Payment service or website access to Account; or failure to carry out instructions at the right time or any incorrectness, misstatements or omitted information; or mistakes in Utility bill payments or inter-account transfers; or error deletion or failures that occur as a result of any malfunction of the compute, software system of the Biller; or transaction reserved under this agreement; or breach of confidentiality arising directly or indirectly from any other cause. MTB Shall not be liable for special or exemplary damage nor shall it be liable for incidental or consequential costs, expense or damages, including but not limited to loss of anticipated profits or other economic loss in connection with Utility Electronic Payment service or website access to the Account.
9. Either party may terminate this Agreement by giving 15 days notice to the other party, Any transaction initiated prior termination will continue to be made until MTB has made a responsible



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opportunity to act upon the notice of termination. If MTB terminate access to internet Banking, MTB reserves the right to immediately stop making transfers or payments from the, including those previously authorized.

10. Any excess or partial payment is the discretion of the Bill payer and solely responsible for the consequence as per the contract between the utility company and the Bill payer. MTB cannot guarantee any result on behalf of the utility company.
11. With regard to excess payments or partial payments (if allowed by the utility company), correspondence directly from only authorized person of IB unit of MTB to the Biller should be considered authentic.
12. This Agreement may be amended at any time by MTB and the revised information will be made available at any MTB office and, in many cases, will be mailed, or sent via electronic mail. The customer will be required to abide by these changes in future transaction.
13. In the event that any of the terms, conditions or provisions of this Agreement shall be determined to be invalid, unlawful or enforceable to any extent such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
14. The customer shall not assign this Agreement or any right or obligation hereunder, MTB may assign the rights and delegate the duties under this Agreement to any present or future, directly or indirectly, affiliated company or any third party. This Agreement shall inure and be binding on each party's successors-in-interest and permitted assigns.
15. This Agreements shall be subject to, governed by and construed in accordance with the law of Bangladesh.

I do hereby acknowledge that I have read and understood the above terms and conditions and agree to comply with them.

Account No _____

Account Operation Mandate Singly / either or survivor

Customer's Signature: _____

Date: _____