In consideration of The City Bank Limited ("the Bank") opening and/or continuing the Account in my/our name(s) as mentioned and requested for in the Account Opening Form and/or the Bank’s rules, regulations and policy, and in return, I/We hereby unequivocally and irrevocably agree and bind myself/ourselves to bear and pay all fees, charges and expenses specified in the Account Opening Form, to abide by the rules, regulations and policy of the Bank, both of the present and as may be amended from time to time, and to do all acts and things necessary for the Bank and each of the Facilities and to maintain, operate and use the Account and the Facilities subject to the terms and conditions set out below and in accordance with Rules, Regulations and Policy of the Bank and the applicable laws, as may be updated, revised and modified from time to time.

1. Definitions & Interpretations

(i) "Account" means any and all of the accounts as mentioned and requested for in the Account Opening Form and in accordance with Rules, regulations and policy of the Bank and the applicable laws, as hereby unequivocally and irrevocably agree and bind myself/ourselves to bear and pay all fees, charges and expenses specified in the Account Opening Form, to abide by the rules, regulations and policy of the Bank, both of the present and as may be amended from time to time, and to do all acts and things necessary for the Bank and each of the Facilities and to maintain, operate and use the Account and the Facilities subject to the terms and conditions set out below and in accordance with Rules, Regulations and Policy of the Bank and the applicable laws, as may be updated, revised and modified from time to time.

(ii) "AOF" includes Account Opening Form, Signature Card, Individual Information/KYC Form, and Transaction Profile and all other document or documents referred to therein or incidental to the Forms.

(iii) "Bank" means The City Bank Limited and includes its Head Office and its branches, successors and assigns.

(iv) "Business Day" means any day on which banks in Bangladesh and the Bank are open for account transaction business and exclude weekends, bank holidays, public holidays and all such other holidays or holidays as the government and Bangladesh Bank may declare from time to time.

(v) "Designated Electronic Mail Account" means the electronic mail account specified by me on the subscription form or upon registration for the Facilities by such other means and in the absence of such details, as any electronic mail account I provided in connection with my use of the Bank’s Facilities, or such other electronic mail account which I may designate to the Bank from time to time for purposes of communications in relation to my use of the Bank’s Facilities.

(vi) "Facility" or "Facilities" mean and include all or any of the ATM/debit cards, locker facilities, statement and all other electronic services such as E-statements and E-services, phone banking, internet banking (Including Automated Teller Machine (ATM), Cash Deposit Machines (CDM), City Wallet (SM Wallet), Utility Bill Payment, Bangladesh Electronic Fund Transfer Network (BEFTN) Services, EFTPOS Services and any other services or facilities offered or to be offered via electronic means by the Bank. The use of the Facilities is subject to Bank’s Terms and Conditions governing such Facility in addition to the Terms and Conditions stated herein. The Terms and Conditions stated herein and prevailing User Guidance and Terms and Conditions related to the Service available in the Bank’s website and the Facilities shall, in addition to the Terms and Conditions stated herein, be subject to Bank’s policy statement.

(vii) "Designated Mobile Number" means the mobile number specified by me on the subscription form or upon registration for the Facilities by such other means and in the absence of such details, as an electronic mail account I provided in connection with my use of the Bank’s Facilities, or such other electronic mail account which I may designate to the Bank from time to time for purposes of communications in relation to my use of the Bank’s Facilities.

(viii) "Facility or Facilities" include and or all or any of the ATM/debit cards, locker facilities, statement and all other electronic services such as E-statements and E-services, phone banking, internet banking (Including Automated Teller Machine (ATM), Cash Deposit Machines (CDM), City Wallet (SM Wallet), Utility Bill Payment, Bangladesh Electronic Fund Transfer Network (BEFTN) Services, EFTPOS Services and any other services or facilities offered or to be offered via electronic means by the Bank. The use of the Facilities is subject to Bank’s Terms and Conditions governing such Facility in addition to the Terms and Conditions stated herein. The Terms and Conditions stated herein and prevailing User Guidance and Terms and Conditions related to the Service available in the Bank’s website and the Facilities shall, in addition to the Terms and Conditions stated herein, be subject to Bank’s policy statement.

(ix) "Person" includes any individual, corporation, firm, partnership, limited liability partnership, society, association, group or body corporate, statutory body and agency, government authority, whether local or foreign.

(x) "PIN" means a personal identification number and includes the assigned password which is generated automatically by the Software and is attached to the relevant account holder. The account holder shall keep the PIN and any other access code or password confidential and shall not disclose same to any third party, neither shall it be used to access the account, nor shall it be used to operate the account, neither shall it be used to operate the account by phone, internet banking, mobile banking and any other designated services as may be offered by the Bank from time to time.

(xi) "PPIN" means an identification number and includes the assigned password which is generated automatically by the Software and is attached to the relevant account holder. The account holder shall keep the PPIN and any other access code or password confidential and shall not disclose same to any third party, neither shall it be used to access the account, nor shall it be used to operate the account, neither shall it be used to operate the account by phone, internet banking, mobile banking and any other designated services as may be offered by the Bank from time to time.

(xii) "Transaction" includes and or all or any of the ATM/debit cards, locker facilities, statement and all other electronic services such as E-statements and E-services, phone banking, internet banking (Including Automated Teller Machine (ATM), Cash Deposit Machines (CDM), City Wallet (SM Wallet), Utility Bill Payment, Bangladesh Electronic Fund Transfer Network (BEFTN) Services, EFTPOS Services and any other services or facilities offered or to be offered via electronic means by the Bank. The use of the Facilities is subject to Bank’s Terms and Conditions governing such Facility in addition to the Terms and Conditions stated herein. The Terms and Conditions stated herein and prevailing User Guidance and Terms and Conditions related to the Service available in the Bank’s website and the Facilities shall, in addition to the Terms and Conditions stated herein, be subject to Bank’s policy statement.

(xiii) "Joint Customer" includes and or any of the joint account holders and a joint account holder for the joint account, and if the joint account holder, or any other person, as the case may be, is a minor, the joint account holder shall be deemed to be a joint customer hereunder.

(xiv) "Previous Customer" means any customer of the Bank whose account is or previously was maintained by the Bank.

(xv) "Previous Customer Information" means the customer information, for the same or a previous account, that is held by the Bank in connection with the previous account or accounts.

(xvi) The Bank reserves the absolute right at its discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the Facilities and other banking services without giving any reason or notice.

(xvii) The Bank may set a minimum average daily balance on account (hereinafter “Average Balance”) depending on the natures of different accounts, and the Bank may charge a management fee depending on the nature of different accounts and/or facilities as the Bank may from time to time determine.

(xviii) The Bank reserves the right to refuse opening of the account or extending of any facilities in the case of any member of the family of any previous customer or of the person(s) or any other persons who have had an account at the Bank which I may designate to the Bank from time to time for purposes of communications in relation to my use of the Bank’s Facilities.

(xix) Unless otherwise provided or notified by the Bank, where any of my accounts is without any record of deposits or withdrawals for 1 (one) year or more, other than term deposits, the Bank may automatically convert such account into a dormant account and cease accruing interest as of the date of conversion. Until I personally visit and apply to activate such dormant account, the Bank may cease all withdrawal and outward remittances transactions and services in respect of such account. The Bank may also terminate the relationship between me and the Bank and directly close such account at any time, after notifying me in writing. Where an account is without record of deposits or withdrawals for 10 (ten) years or more, no further transactions may be carried out in respect of such account and such account shall be converted into a dormant account and no facility shall be provided by the Bank to me. The Bank may directly close such account without any reason or notification.

(xxx) The use of the Facilities is subject to the Service on "best effort" basis and does not warrant for smooth and uninterrupted services. Any information received by me pursuant to the Facilities is for my (and or any other person’s) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.

(xxxi) I acknowledge that electronic mails sent by the Bank are not encrypted and the use and transmission of information or data contained in an email is at my own risk. The information transmitted may be susceptible to errors, viruses, delay, interception, modification or amendment by unauthorized persons and as such shall not be liable for any losses, damages or expenses that I may or shall incur, including without limitation, any loss or damage caused by failure of software, computer, telecommunications equipment or other equipment in connection with the Facilities unless they are caused solely and directly by gross negligence or willful default of Bank.

(xxxii) To the extent permitted by applicable laws, the Bank shall not be responsible or liable for any in direct, incidental or consequential damages (including loss of profits, loss of opportunity, loss of savings and business interruption) or special or exemplary damages (incurred or suffered by me or any other person) as a consequence of using the facilities. 3. Deposits, Withdrawals and Collection of Instruments

(i) Any deposit that I may make shall be in the manner or in the currency permitted by the Bank and in accordance with the Bank’s rules and regulations and any other charges may be imposed. Bank would have the right to process payments and withdrawals in orders of priority as may be determined, and the Bank may at any time and for any reason as it sees fit, subject to any regulatory, judicial or statutory requirement or request not to proceed with the payment or the withdrawal of any payment or withdrawal request. All payments and withdrawals will be processed by the Bank in accordance with the Bank’s rules and regulations and any other charges may be imposed.

(ii) Maintain sufficient funds in my Account to meet all payment and withdrawals. Fees may be imposed for unsuccessful debit instructions.

(iii) All requests that I make for the payment or withdrawal of money should be in writing or in a form as may be notified by the Bank from time to time.

(iv) The Bank may charge my Account at any time by giving me written notice for any reason including default to maintain minimum deposit, default in repayment of three consecutive installments for deposits/scheme account or default in the payment of any other amount due to the Bank, and the Bank may debit my Account for all such amounts and/or amounts due and payable to the Bank by the Bank. The Bank may at any time, and from time to time, determine and notify from time to time, etc. and paying me all outstanding amounts due and payable as and when due.

(v) I agree that the use of the Facilities and other banking services will constitute my agreement and acceptance of the applicable terms and conditions as well as my acknowledgment of the inherent risks in connection with the transmission of any information by the Bank to the relevant Facilities and any other instruction by debiting such account(s) whether in credit or otherwise; and

(vi) To accept any other instruction regarding such account(s) including instruction for the closure of such account(s).
(vi) I understand that any funds received by the bank on my behalf are to be credited to the relevant account(s) or upon demand by me. The amount received by the Bank shall be credited to the relevant account(s) or paid to me, as the case may be, unless the bank receives written notice to the contrary from an appropriate authority.

(vii) The Bank reserves the right to refuse to credit any account any Cheques or draft in favor of a third party crossed or denoted "A/C Payee" or any words to that effect. Any such Cheques or drafts will have to be in favor of the Bank.

(viii) In the event of any legal dispute or in any legal proceedings in connection with any account or any transaction relating to any account, the Bank is entitled to take further measures that it deems appropriate to verify and examine the substance of the dispute or proceeding. In the event that the funds are insufficient, the Bank may refrain from executing the instruction, unless the bank receives written notice to the contrary from an appropriate authority.

(ix) The rate of any interest payable on any account may be displayed by the bank at its various branches in accordance with the terms of the relevant agreement. In the event that the funds are insufficient, the Bank may refrain from executing the instruction, unless the bank receives written notice to the contrary from an appropriate authority.

(x) The Bank may in its absolute discretion issue me with a cheque book if a cheque book is issued, I understand that I shall be liable for and in respect of any such cheque that I have issued or caused to be issued by me, and that I shall be liable to pay any amount due or owed to me in respect of any such cheque and that the Bank shall be entitled to take any such action as it deems appropriate, including but not limited to, debiting any such amount from my account or taking any other such action as it deems appropriate.

(xi) I do hereby authorize the Bank to collect or place any cheque for encashment or make payment of any cheque drawn upon my accounts or others through Bangladesh Automated Clearing House (BACH) and transfer any amount to the credit of some other Bank or deposit account of any other person or entity, as the Bank may deem fit and proper.

(xii) I hereby authorize the Bank to stop payment of any cheque or draft or any other instrument presented for encashment or deposit which is drawn in my behalf or in which I am named as a payee, or for the Bank to credit any account that may have been exceptionally credited with an item subsequently unpaid on the same.

(xiii) The Bank reserves the right to close, freeze or suspend dealings on any of the above accounts without prior notice to me or without any requirement to give any reason for so doing, unless the bank receives written notice to the contrary from an appropriate authority.

(xiv) I understand that the Bank may hold or accept any property or assets deposited with the Bank or received from me and to release or deliver or give up any of the same to the Bank or any of its representatives.

(xv) I understand that any deposits or withdrawals in respect of any of the above accounts may be made at any of the bank's branches in Bangladesh subject to the production of evidence of identity satisfactory to the bank and to payment of any customary charges that may be levied by the bank from time to time from this.

(xvi) The rate of any interest payable on any account may be displayed by the bank at its various branches in Bangladesh subject to the production of evidence of identity satisfactory to the bank and to payment of any customary charges that may be levied by the bank from time to time from this.

(xvii) I understand that the Bank shall be entitled to apply for any additional security that the Bank deems necessary in connection with any account or transaction conducted by me.

(xviii) I understand that the Bank is entitled to terminate any account in its absolute discretion, accept from me any stop cheque instructions (either orally or in written) in cases where I have lost the cheque or have not received the cheque or in cases where I have failed to encash the cheque within the stipulated time and in any case, the Bank is entitled to hold the account in suspense in such cases.

(xix) I understand that the Bank is entitled to close, freeze or suspend dealings on any of the above accounts without prior notice to me or without any requirement to give any reason for so doing, unless the bank receives written notice to the contrary from an appropriate authority.

(xx) I understand that the Bank shall be entitled to close, freeze or suspend dealings on any of the above accounts without prior notice to me or without any requirement to give any reason for so doing, unless the bank receives written notice to the contrary from an appropriate authority.

(XXI) I understand that the Bank shall be entitled to close, freeze or suspend dealings on any of the above accounts without prior notice to me or without any requirement to give any reason for so doing, unless the bank receives written notice to the contrary from an appropriate authority.

(XXII) I understand that the Bank shall be entitled to close, freeze or suspend dealings on any of the above accounts without prior notice to me or without any requirement to give any reason for so doing, unless the bank receives written notice to the contrary from an appropriate authority.

(XXIII) I understand that the Bank shall be entitled to close, freeze or suspend dealings on any of the above accounts without prior notice to me or without any requirement to give any reason for so doing, unless the bank receives written notice to the contrary from an appropriate authority.
iii. Nomination will automatically be canceled if the nominee dies during my lifetime. In such cases I will not be entitled to receive the balance amount from the Bank unless I provide a written request through any branch and at one go, branch will inform Citytouch authority regarding the same.

4. Call Centre (PHONE BANKING)

(i) I may use the Phone Banking Services (subject to the Bank's prevailing Terms and Conditions available in the Bank's website at www.thecitybank.com) to perform the following activities:

Enquire on account balance, loan queries, last transactions (in relation to the account holder's accounts), exchange rates, etc. Transfer funds between any of the accounts as per the request of the account holder. Request cheque book, receipt book, bill payment; bills can be paid through Cheque/DD/Debit Card. Stop payment relating to the account holder's account. Static Data Changes and Such other types of banking or administrative services as the Bank may specify from time to time.

(ii) To use the Service, the Bank shall give me an initial Personal Telephone Identification Number (TPIN) and a Password and I need to log into phone banking system through TPIN and Password and I acknowledge that the password is confidential and unique and shall not be shared with anyone. The Bank shall be deemed an Automatic Service Machine. If I become aware of any transaction on any of my accounts that has not been validly authorized by me, I must notify the Bank as soon as practicable.

The Bank shall have the right to refuse to provide the information in writing or by telephone to any person not authorized by me in writing or by telephone.

(iii) I instruct and authorize the Bank to email me the Citytouch (Digial on line Banking) User ID and Login Password (collectively 'Security Codes') relating to my access to the Citytouch (Digial on line Banking) Service. The Bank shall be designated to provide the Citytouch (Digial on line Banking) User ID and Login Password (collectively 'Security Codes') relating to my access to the Citytouch (Digial on line Banking) Service. The Bank shall be designated to provide the Citytouch (Digial on line Banking) User ID and Login Password (collectively 'Security Codes') relating to my access to the Citytouch (Digial on line Banking) Service.

(iv) Where I have terminated various accounts and/or transaction relationships under this agreement, I should provide written notice through any branch and at one go, branch will inform Citytouch authority regarding the same.

(v) I hereby state that I have understood the terms and conditions and accept the same.

(vi) I confirm my willingness to enter into a non-disclosure and confidentiality agreement with the Bank regarding the non-disclosure of sensitive information to the Bank. I further confirm that I have provided all necessary authority to the Bank to access my account details and the Bank shall be discharged from its liability upon making payment to such person.

(vii) Any information received by me pursuant to the SMS Alert Services is for my (and not any other person's) information at any time and from time to time.

10. CIT YOUTCH (Internet Banking)

For Pull Service, the Card holder/Account holder will be able to obtain a certain range of financial statements and other relevant information of your designated mobile number. You must not disclose your Password (collectively 'Security Codes') relating to my access to the Citytouch (Digital on line Banking) Service. Whilst the Bank maintains strict confidentiality in all matters relating to my accounts, I understand that I have exceeded my foreign exchange settlement quota at the time of settlement, the Bank may provide you with the account number(s) of your account(s) in our own source. The Bank will not be responsible to provide any information relating to the use of the PIN with or without your knowledge or consent for whatsoever purpose.

11. SMS Alert

(i) The Bank shall have the right to refuse to provide the information in writing or by telephone to any person not authorized by me in writing or by telephone.

(ii) For this service, regular SMS Alert charges as per Schedule of Charges will apply.

(iii) For this service, SMS Alert Services shall be provided to the account holder as per the request of the account holder. Any change in the account number or access code due to transfer of account or modification to the account holder's account will be notified to the Bank by the account holder to the Bank.

(iv) SMS Alert Service shall remain effective until otherwise directed in writing by the Card holder/Account holder, and the Bank shall not be responsible for the same.

(v) The Bank shall have the right to refuse to provide the information in writing or by telephone to any person not authorized by me in writing or by telephone.

(vi) Any change to the account holder's account or access code must be reported to the Bank by the account holder within 48 hours of the occurrence.

12. Utility Bill Payment

(i) I may pay through account transfer by phone banking or i-banking or ATM or Debit Card the utility bills of such account as per the request of the account holder. I hereby agree that I am liable for all utility bills of charges and/or interception of the information provided and the Bank reserves the right to update and revise such information at any time and from time to time.

(ii) Any change to the account holder's account or access code must be reported to the Bank by the account holder within 48 hours of the occurrence.

(iii) The Bank will not be responsible for disconnection of the concerned utility service.

(iv) The Bank is neither an agent of the utility service provider nor it guarantees the quality of service of the utility service providers nor gives any assurance for the maintenance of service. Bank will act as a collector of the utility service provider for the purpose set forth in this agreement with regard to bills of the said utility service provider.

(i) I understand and agree that Bank will charge and I shall pay the applicable fees, charges, VAT and other applicable government taxes and charges or to deductable at source by the Bank for the services. I further understand and agree that such fees, charges and/or tax are not chargeable as per the rate of normal Saving Accounts as may be fixed by the Bank at its absolute discretion from time to time. Any changes to the charges mentioned above may be made at any time and from time to time without any notice.

13. Foreign Currency Exchange and Declaration

(i) I confirm that all information provided by me to the Bank is truthful and correct, and agree that the Bank may use such information in any manner as it may deem fit, including not limited to the transfer of funds (subject to limits as may be imposed by the Bank from time to time).

(ii) Any person who is under a duty of confidentiality to the Bank;

(iii) Any bank or financial institution with which I have or propose to have dealing, regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or in another country;

17. Events of Default

(a) I fail to pay any interest, fee or (other than principal) any other amount payable under this agreement or other agreements within the prescribed period, and fail to rectify the failure within the period prescribed under this agreement.

(b) I fail to provide supplemental collateral pursuant to the provisions of this agreement, or the financing of any transaction or any matter relating to processing of transactions and procedures by the Bank, to the extent necessary for handling such matters in accordance with and to the extent permissible by applicable laws, to any of the following:

(i) Any bank or financial institution which I have or propose to have dealing, regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or in another country.

(c) The occurrence of any of the following constitutes an 'Event of Default" under this agreement; the Bank may terminate, at any time, the various accounts and/or transaction relationships under this agreement in accordance with the provisions regarding terminations, as well as suspend the provision of all or part of its services at any time; I should provide seven (7) days prior written notice at the Bank:

(i) If I fail to comply with the terms and conditions and other applicable terms relating to my Account, Banking Services, and/or transaction relationships under this agreement by at least 15 (fifteen) days prior written notice at the Bank.

(ii) If I fail to pay any interest, fee or (other than principal) any other amount payable under this agreement or other agreements within the prescribed period, and fail to rectify the failure within the period prescribed under this agreement.

(iii) If I fail to provide supplemental collateral pursuant to the provisions of this agreement, or the financing of any transaction or any matter relating to processing of transactions and procedures by the Bank, to the extent necessary for handling such matters in accordance with and to the extent permissible by applicable laws, to any of the following:

(iv) Any bank or financial institution which I have or propose to have dealing, regardless of whether the recipient in each case is located in Bangladesh or in another country, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or in another country.

18. Termination

(i) Unless otherwise agreed between the parties, either (i) or the Bank may terminate the various accounts and/or transaction relationships under this agreement in accordance with the provisions regarding terminations, as well as suspend the provision of all or part of its services at any time; I should provide seven (7) days prior written notice at the Bank.

(ii) If I fail to comply with the terms and conditions and other applicable terms relating to my Account, Banking Services, and/or transaction relationships under this agreement by at least 15 (fifteen) days prior written notice at the Bank.

(iii) If I fail to comply with the terms and conditions and other applicable terms relating to my Account, Banking Services, and/or transaction relationships under this agreement by at least 15 (fifteen) days prior written notice at the Bank.

(v) If I fail to comply with the terms and conditions and other applicable terms relating to my Account, Banking Services, and/or transaction relationships under this agreement by at least 15 (fifteen) days prior written notice at the Bank.

(vi) If I fail to comply with the terms and conditions and other applicable terms relating to my Account, Banking Services, and/or transaction relationships under this agreement by at least 15 (fifteen) days prior written notice at the Bank.

(vii) If I fail to comply with the terms and conditions and other applicable terms relating to my Account, Banking Services, and/or transaction relationships under this agreement by at least 15 (fifteen) days prior written notice at the Bank.

(viii) If I fail to comply with the terms and conditions and other applicable terms relating to my Account, Banking Services, and/or transaction relationships under this agreement by at least 15 (fifteen) days prior written notice at the Bank.

(ix) If I fail to comply with the terms and conditions and other applicable terms relating to my Account, Banking Services, and/or transaction relationships under this agreement by at least 15 (fifteen) days prior written notice at the Bank.
19. Set-off and Consolidation Rights
(i) The Bank may at any time and from time to time without notice combine or consolidate all or any of my accounts and liabilities with it in Bangladesh or elsewhere, whether singly or jointly with any other person and/or set off all or any money standing to the credit of such accounts including my deposits with the bank (whether matured or not) towards satisfaction of any of my liabilities to the Bank in Bangladesh or elsewhere whether as principal or actual or contingent, primary or collateral, singly or jointly, with any other person, and the Bank may affect any necessary currency conversion, at the Bank's own rate of exchange that prevailing.

(ii) In the event that I fail to pay by the due date any debt due to the Bank under this agreement or other agreements, or where any Event of Default occurs, or where the Bank deems necessary (such as where I am involved in any illegal activities, or where the Bank is entitled to exercise a right of set-off according to law or under any agreement), the Bank may terminate the various deposits (including time deposits, savings deposits and check deposits) and other agreements under this agreement (that is all of my deposits, rights and interests are deemed to fall due) with prior or simultaneous notice to me (but without the need to obtain my consent). In such case, the Bank shall be entitled to directly claim a right of set-off or to take any other action according to law against the deposits within such accounts and my other rights and interests over the Bank, in payment of my various debts to the Bank Any time deposit slips or other evidentiary documents issued by the Bank to me shall be deemed cancelled to the extent of the set-off or payment. Where the debts involve different currencies, the Bank may exchange such currencies at the market exchange rate determined by the Bank at the time of the exchange. The substance or of the set-off or payment of debts shall be determined by the Bank at its sole discretion, to the extent not contrary to the compulsory requirements of the law.

20 Indemnity
(i) 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.

(ii) Notwithstanding anything contrary contained, I will fully indemnify the Bank as collecting banker for any loss costs and expenses (including legal fees) the Bank may incur by presenting in BACPS, guaranteeing any endorsement or discharge on a cheque bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee as given by me shall be deemed to have been in every case at my express request.

21. Waiver
No forbearance, negligence or waiver by the bank in the enforcement 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.

22. Amendments
The Bank may amend the relevant terms and conditions of this agreement at any time in its sole discretion. Unless otherwise provided in this agreement or by law, the Bank must publicly announce an amendment to a term or condition of this agreement fifteen (15) days before such change on the Bank’s website and business place, or notify me in writing of the amendments. In case of emergency or where it is not practicable to give such notice, Bank reserves the right to amend the Terms and Conditions with immediate effect without prior notification. In the event that I do not agree to an amendment by the Bank, I may terminate my account transaction relationship with the Bank and this agreement by written notice before such amendment enters into effect, and provisions of this agreement regarding termination will apply. If I fail to notify the Bank of a termination of my account transaction relationship with the Bank and this agreement within the prescribed period, and continue to carry out the deposits, transactions or services under this agreement with the Bank, 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 to be informed to me by the bank. 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.

23. Notices
Where there is any change to my contact details (such as my address, telephone numbers, fax numbers and Email address), I should immediately notify the Bank in writing or in some other manner agreed to by the Bank. Until the Bank has received a notification of such change, the Bank will not be bound by such change. Unless otherwise agreed between the parties, all notices from the Bank to me will be sent to the last changed or last notified contact details left by me; such notice is deemed duly delivered to me according to this agreement when a normal period of postage has passed after sending. Unless otherwise provided in this agreement, a notice from me to the Bank may be delivered personally to the Bank, made in writing and posted, or delivered in some other manner agreed to by the Bank and a half be deemed to have been delivered only upon written confirmation of receipt by the Bank.

24. Governing Law
These terms and conditions shall be governed by constructed in accordance with the laws of Bangladesh and I do hereby irrevocably submit to the 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.

Successors Bound
The terms and conditions shall apply and be binding on my/sur successor(s), heir(s), legal representative(s), administrator(s), receiver(s) or permitted assigns unless otherwise expressly agreed by the Bank.