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Terms & Conditions For IFIC Aamar Trade

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

Use of IFIC Aamar Trade is subject to the following terms and conditions which set out the general rights and obligations of the User(s) and IFIC Bank Ltd in connection with the use of IFIC Aamar Trade. For the purpose of this document, "Aamar Trade" refers to the Fusion Corporate Channel application provided by IFIC Bank Limited through internet to serve trade service requests/applications of all customers' online.

"User", "he/she" and/or "his/her" and/or they/them/their means IFIC Bank Limited's Trade Based Customers' registered to use Aamar Trade. "IFIC" means "We", "us", "IFIC Bank"," IFIC Bank Limited", a company duly incorporated under the Companies Act 1994 and a scheduled banking company licensed under the Banking Companies Act, 1991, having its Head office at IFIC Tower, 61, Purana Paltan, Dhaka -1000; and its branches or its assigns in respect of which the service will be available.

1. APPLICATION FOR IFIC AAMAR TRADE:

- 1.1. Customers may apply for IFIC Aamar Trade. The Customer desirous of using the Aamar Trade should have to be Customers conducting trade business with IFIC through any AD branch. User-ID and password for Aamar Trade will be issued against respective USER (s) of the Trade related Customer as per mode of operations when requested. IFIC Bank shall act on the instruction received through Aamar Trade first. Hard Copy of the instruction may reach IFIC Trade counter within 02 days. All correspondence will be addressed to the authorized signatory (ies) only. All transactions arising from the use of Aamar Trade shall be binding on the Customer.
- 1.2. The Customer shall apply to their Relationship Managers in AD branches in the prescribed form for use of IFIC Aamar Trade subject to the terms and conditions stated herein including any other terms and conditions as modified or inserted by IFIC Bank from time to time.
- 1.2 To perform Aamar Trade transactions, Customer will be required to have internet connection with latest web browsers installed in the users PCs. On registering the users, a link will be sent to the designated user(s), from where s/he will be able to login and apply for specific trade related services.
- 1.3 IFIC Bank at its sole discretion may accept or reject any such applications. Once the application is accepted by IFIC Bank, these Terms & Conditions shall form the contract and govern the relationship between the User and IFIC Bank in relation to use of Aamar Trade.
- By applying for Aamar Trade for the first time, the Customer acknowledges and accepts these Terms & Conditions. Notwithstanding anything contained herein, all Terms & Conditions pertaining to the accounts shall continue to apply. In the event of any conflict between these Terms & Conditions and the Rules and Regulations governing the Customer's account with IFIC, these Terms and Conditions shall prevail with regard to IFIC Aamar Trade.

2 AAMAR TRADE USERS LOG IN ACCESS, PASSWORD & SECURITY PROCEDURES:

- 2.1. Aamar Trade has provision for 04 (Four) User Types namely, Read Only, Maker, Sender and Verifier. The customer must specifically assign and delegate the above roles to the respective users as they may deem fit. If any user is assigned with more than 01 role, the customer must undertake full liability and responsibility for any undue consequence arising out such willful delegation.
- 2.2. IFIC will provide the Customer with unique User Identification Number ("User ID") for each user and a temporary Password in the first instance through SMS/E-mail. The Customer hereby authorizes and instructs IFIC to email respective users the User ID and Password relating to his/her access/log-in to the Aamar Trades to the email address given in the application at his/her own risk and responsibility. If one particular user does not have any e-mail account and if he loses his/her mobile phone, s/he will not receive any transaction alert until an e-mail account is opened or SIM is replaced. IFIC shall not be liable and responsible for any consequences arising out of not having e-mail account or loss of his/her mobile number where the user would receive the User ID and Password. IFIC shall not also be responsible and liable for share of User ID and Password.
- 2.3. The Customer acknowledges that the system generated Login ID (User ID) for all users and the Passwords shall act as Users' authorized signatures. These signatures authorize and validate directions given just as an actual written signature does.
- 2.4. Each User is therefore responsible for maintaining the confidentiality and secrecy of User ID and Password. User should not under any circumstances disclose his/her User ID and/or Password to anyone, including anyone claiming to represent the Bank or to someone giving assistance on a technical helpdesk in connection with the service. It is clearly understood that Bank's employees do not need Password for any reason whatsoever. Bank shall not be held liable in any manner or in any form whatsoever in case of any unauthorized or fraudulent use of the User's account through Aamar Trades or for loss, misplacement or fraudulent use of the User ID and Password.
- 2.6. If the User gives or shares his/her User ID, Account Password to anyone or fails to safeguard its secrecy, he/she does so at his/her own risk because anyone with User ID and Password will have access to the Outomer accounts.
- 2.7. If the User's password is lost or stolen, or is known by another individual, user should change the password first but if failed he/she must notify IFIC to deactivate the User ID/Reset Password and submit a written application to the respective RM. IFIC upon receipt of the written request from the User shall at the earliest, stop the operation of the Aamar Trades of the respective User account. If the Bank receives any information verbally or in written from the user relating to any irregularity or abnormality, bank shall immediately suspend the services in good faith for the safety and security of the user and take steps to ascertain the genuineness of the information.
- 2.8. The User agrees and acknowledges that IFIC shall in no way be held responsible or liable if the User incurs any loss as a result of information disclosure to any third party by the user him/herself regarding his Account(s) or carrying the instruction of the User pursuant to the access of the Aamar Trade and the User shall fully indemnify and hold harmless IFIC in respect of the same.
- 2.9. User hereby acknowledges and understands the inherent risk of using Internet and availing the Aamar Trades and accordingly shall take all-necessary precautions at his/her end to safeguard him/her from such risk. Bank shall not be held liable in any form whatsoever if the User suffers any loss or damages due to such inherent risk of internet and Aamar Trades unless such loss or damage is caused due to willful negligence of the Bank.

2.10. Transactions On Behalf Of Customer

Customer acknowledges, that a person (whether the System Administrator, other users appointed by us on the instructions of such customer or by the System Administrator, if any, or any authorized or unauthorized third party) who provides the IFIC Password/PIN or the Security Number/s and/or PIN, as applicable, of a customer when using the Aamar Trade shall always be entitled to use the Channels (as if it were user who is using the Channels-Online), even though we had not been separately notified of this. Furthermore, user understands and accepts that customers are responsible for all transactions carried out by the person providing the IFIC Password/PIN or the Security Number/s as applicable.

User must observe any user instructions that we may notify him/her from time to time. In future, the user instructions may change. If this happens, we will inform user accordingly, as stated herein, and user must observe any new user instructions that we inform user about.

Users need to call IT Division to reset password, lock or change account to non-transactional mode of Aamar Trade (AAMAR TRADE) status.



3. SERVICE SOFTWARE & HARDWARE REQUIREMENTS

- 3.1. User is solely responsible for the maintenance, and operation of User's computer and for the software used in accessing Aamar Trade.
- 3.2. IFIC shall not be held responsible if the Aamar Trade System does not work properly or the service is interrupted due to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes, or any other causes beyond the reasonable control of the Bank.

CHARGES:

Charges can be applied by the Bank in relation to transactions (inwards or outwards) in accordance with the Bank's Tariff of Charges,

- 4.1 IFIC shall initially provide the Aamar Trade at free of cost.
- 4.2 However, IFIC reserves the right to change and recover from the User(s) service charges, as may be fixed by IFIC from time to time. The User hereby authorizes IFIC Bank to recover the service charge by debiting one of the Accounts of the User or by sending a bill to the User 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 IFIC Bank in a manner as IFIC Bank may deem fit along with such interest, if any, and/or suspension of the facility of AAMAR TRADE without any liability to IFIC Bank.
- 4.3 If User would like to effect a Priority Transaction(A transaction that should be completed on the same day that his/her instructions are processed).

 If his/her instructions to effect transactions are Non-Automated, that is in a non-electronic format, e.g. by completing the manual application forms or by sending instructions through e-mail or fax (where applicable).
- 4.4 If the user's requests require manual intervention on the part of the Bank and are therefore considered as being a Non-Straight Through Processing e.g. where user does not provide the Bank with the correct Routing number, SWIFT Address, Bank Address, etc., (as and if applicable).

5. CANCELLING OR CHANGING AN INSTRUCTION/REQUESTS

5.1. The trade service requests once received, may be cancelled/amended through proper application in Aamar Trade but the cancellation request has to reach Trade Center before the transaction is completed on a given office hours of the Business Day. For the purpose of this clause, Business Day shall mean Sunday to Thursday excluding Public Holidays and Bank Holidays.

6. UNAUTHORIZED/FRAUDULENT ACTIVITIES:

- 6.1. Upon obtaining User ID and Password for the users, Customer is requested to check the list of his/her accounts with IFIC. If any of User account is missing, IFIC must be informed immediately. If other customer's account is linked to User's ID, IFIC must be informed also. Do not access it or do not perform any transaction on that account. Such activity, if done, will be treated as fraudulent activity.
- 6.2. If User believes unauthorized transactions are being made with his/her account, he/she should change the Password immediately and notify IFIC.
- 6.3. The User should check the Statements for all of his/her accounts for any unauthorized transaction. In case of any discrepancy in details of any transactions carried out in respect of the account, in that event, User should immediately inform IFIC in writing. Bank's only responsibility would be to use its best efforts to prevent such unauthorized transaction(s) if none had already been made.
- 6.4. The Bank will not be responsible for any transaction in case of Joint Account Holders (operating in either or survivor mode), where a transaction made by one account holder is not in agreement with the other joint account holder.

7. EXCHANGE RATES:

The Bank will apply the Bank's standard official spot buying or selling rate at the time of executing a transaction by the Bank. Concessional/special rates may be allowed through proper approvals.

8. MAINTENANCE OF SUFFICIENT FUND:

- 8.1. The User shall ensure that there are sufficient funds in his/her account for transactions through the Aamar Trade. All instructions of the User shall be carried out subject to sufficient fund in the respective accounts.
- 8.2. IFIC shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.

9. ANTI MONEY LAUNDERING AND COMBAT FINANCING OF TERRORISM:

- 9.1. User should agree and confirm that he/she will not use this Aamar Trade facility for money laundering, terrorist financing, illegal, unlawful purpose etc.
- 9.2. User shall fully comply with the laws related to the money laundering & terrorist financing and shall not use the Aamar Trades for any terrorism, proliferation financing or anti-state activities.
- 9.3. IFIC reserves the right to request explanation from the User regarding any matter pertaining to Money Laundering Prevention Act and Anti-Terrorism Act of the country.

10. USE OF APPLICABLE RULES/LAWS/GUIDELINES/POLICIES FOR TRADE SERVICES:

- 10.1. User should agree and confirm that he/she any transaction initiated through Aamar Trade facility comply with applicable Trade/Foreign Exchange RULES/ LAWS/ GUIDELINES/ POLICIES/ PRACTICES/ACTS.
- 10.2. IFIC reserves the right to request explanation from the User regarding any matter pertaining to or non-compliance with Trade/Foreign Exchange RULES/ LAWS/ GUIDELINES/ POLICIES/ PRACTICES/ACTS.

11. PROPRIETARY RIGHTS:

- 11.1. The User acknowledges that the software underlying the Aamar Trade as well as other Internet related software which are required for accessing Aamar Trade are the legal property of the respective vendors or IFIC as the case may be.
- 11.2. The permission given by IFIC to access Aamar Trade will not convey any proprietary or ownership rights in such software
- 11.3. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Aamar Trade or create any derivative product based on the software.
- 11.4. User shall keep all information whether of the User, IFIC or any other third party/customer derived from the Aamar Trades strictly confidential and shall not disclose to any third party without prior written consent of IFIC.

12. LIABILITY

We will endeavor to give a complete service at all times. However, to the fullest extent permitted by law, and except to the extent that loss or damage is caused directly by our gross negligence or willful misconduct and subject to the following paragraph and to the clauses under the heading Security Notice below, we shall not be liable to user for any loss or damage that user may suffer as a result of his/her use of the Channels. In particular, but without limiting the generality of the foregoing, we will not be liable for the delay in performing or failure to perform our obligations hereunder if the delay or failure results from:

GOVERNING LAW:

- 12.1. These Terms and/or the operations in the Accounts of the User shall be governed by the existing Laws of Bangladesh, in force.
- 12.2. IFIC may, in its absolute discretion, commence any legal action or proceedings arising out of breach or violation of any of the Terms for Aamar Trade in any other court, tribunal or other appropriate forum irrespective of the place from where the User access the Aamar Trades, and the User hereby consents to that jurisdiction.
- 12.3. Any provision of the Terms for Aamar Trade which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

FORCE MAJEURE:



12.4. If for any reason beyond its control including but not limited to system error, network problem, strikes, labor disputes, accidents, governments requisition, restrictions or regulations on travel, hospital operation, political disturbances, acts of war, acts of God, which may hamper to provide regular and normal service and unable to perform its obligations under this agreement, that case IFIC shall not be responsible anymore.

We shall not be liable for any direct or indirect loss of profit, goodwill, business or anticipated savings nor for any indirect or consequential loss or damage.

We shall not be liable for any losses resulting from third party services, equipment, software, hardware or any other component, outside our reasonable control (including, but not limited to, fixed line/mobile telephony and Internet-based services and equipment, other service providers' services and equipment, software, browsers and computer components and systems and third party web sites, whether or not user access such web sites through the Site or the Channels), whether such services, equipment, software, hardware or any other component are used by user to access and/or use the Site or the Channels or used by us in order to comply with his/her instructions.

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the use of the Channels or any part thereof, with or without notice, during downtime (i.e. during such times, whether scheduled or unscheduled, when our systems, whether in whole or in part, are shut down for maintenance purposes). User agree that we shall not be liable to user or to any third party for any such modification, suspension or discontinuance of the use of the Channels or any part thereof.

13. CHANGES OF TERMS:

IFIC shall have the absolute discretion to amend, repeal or add any of the Terms at any time and shall attempt to communicate such change(s) wherever feasible by any possible means.

By using any new services as may be introduced by IFIC, the User shall be deemed to have accepted the changed Terms.

- 14. Non-Transferability: The grant of Aamar Trade to a Customer is not transferable under any circumstance and shall be used only by the Users of that Customer.
- 15. Applicability to Future Modules under Aamar Trade: IFIC Bank and the User agree that if the User subscribes to any of the products/services of Aamar Trade of IFIC Bank, and IFIC Bank extends the Aamar Trade to such products or services and the User opts for use thereof, then the Terms shall automatically apply to such further use of the AAMAR TRADE by the User.
- 16. Right to set-off and Lien: IFIC Bank shall have the right to set-off and lien, irrespective of any other lien or charge, present as well as future, the Account(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Aamar Bank extended to and/or used by the User.

17. REFUSAL OR TERMINATION OF INSTRUCTIONS

Users' instructions to effect execute a transaction may be refused or terminated by us for a valid reason, including:

- a. If the particular concern does not have adequate funds to execute the transaction or the limit exceeded or limit expired; or
- b. The instruction is invalid, not clear or user has not provided us with the correct details and information; or
- c. There is a legal requirement or court or other authority that tells us to act that way; or
- d. The transaction seems unusual compared with the way user normally use his/her Account; or
- e. We reasonably believe user or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently; or
- f. For any other reason which may be separately set out in this Information or in any other Terms and Conditions regulating the Account or any other Bank product or service; or
- g. Apparently established that the customer's server has been hacked.

In such case, IFIC bank shall have no liability to user if user suffers loss because of our refusal or termination in these circumstances and, in addition, user shall be liable for the damages caused by us, if any.

Unless the law prevents us from doing so, IFIC Bank will try to contact user by telephone or through any other available and appropriate means to tell user that we are refusing to act on his/her payment instruction or that we are terminating his/her instruction, including (where possible) the reasons for the refusal or the termination. We will do this at the earliest opportunity but in any case, by the time the payment should have reached the bank user asked us to make the payment to.

18. <u>TERMINATION OF AAMAR TRADE:</u>

This Agreement is for an indefinite term. However, IFIC Bank may terminate this agreement or cancel or suspend the use of the Aamar Trade at any time by giving user One (1) months' notice in writing or such other shorter notice period as may be allowed by law, except where the Channels or the Account have been or are likely to be misused or in the event of any other serious reason including breach or possible breach by user of these Terms and Conditions, in which case, termination, cancellation or suspension will be immediate.

In addition, the Bank may, at any time suspend the use of the Channels for any objectively justified reasons including, without prejudice to the generality of the foregoing, user's security and that of the Channels, the suspicion of unauthorized or fraudulent use of the Channels, or a breach or a possible breach by user of the Terms and Conditions. In such cases, where possible, the Bank will inform user beforehand of the suspension and the reasons for the suspension and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited at law. The Bank will inform user by his/her register contact number or by any available or appropriate means.

Reactivation of a Channel which has been suspended by the Bank on account of a breach by user of these Terms and Conditions is subject to a charge as per Schedule of Charges.

The User may request for termination of the Aamar Trade to IFIC branches at any time by giving a written notice at his/her presence allowing 7 days times. The termination shall take effect on the completion of the fifteenth days. However, the User shall always be held liable for all accrued obligation or instruction given before or on the effective date of termination.

Termination of this Agreement will not affect any rights or obligations of either of us, meaning Termination will not release the customer from liabilities/obligations against transactions executed before termination. Upon termination, user will be required to immediately pay to us any outstanding fees or charges due.

Furthermore, unless otherwise agreed, if user cease to have an Account with us, for any reason, any and all instructions made by user through the Channels and the use by himself/herself of the Channels shall be automatically terminated and shall not be executed by us.

19. BREACH OF TERMS & CONDITIONS:

User must compensate for any loss that occurs as a result of his/her breaching any term of these agreements.

PRECAUTIONARY NOTE

In order to prevent unauthorized transaction through Aamar Trade, Users are advised to strictly maintain the following:

- a) The User ID and Password should not be written anywhere accessible to third party even if it his/her family members.
- b) User should make sure that no one is physically watching the password(s) when he/she is Logging in.
- t) It is important to remember to click 'Log out' after completing his/her Aamar Trade session.
- d) User should not leave his/her PC unattended while logged in to the Aamar Trade system and the browser running with a valid User ID and Password cached as in such case anyone can gain access to the account
- e) User should not choose Save Password options for any Auto Form fillers at any Public PC or the PC which is not owned by him/her.
- f) Avoid using Aamar Trades at any public network (e.g.: Cyber Café, Public WIFI), Otherwise IFIC is not liable for any incident of System Hack, Intrusions, Account Hack or System infection of Malwares or Virus occur.
- g) **Equipment Specification** User will be responsible for the supply and maintenance of his/her computer system, telephones, whether mobile or fixed, and any other equipment for ensuring their compatibility with our equipment and the equipment of any third-party service provider at all times.



I/We hereby acknowledge that I/we have read and understand the terms and conditions for Aamar Trade and the risk involved in Aamar Trade operation and further declare and affirm that by signing below, I/we apply for the IFIC Bank Limited Aamar Trade subject to the aforesaid terms and conditions.

If you need help with the log in process of Aamar Trade or have technical questions, please call IFIC Bank 24-hour Call Center: 16255 (from Overseas +880 9666716255)

Aamar Trade Support can be reached via e-mail at fcc@ificbankbd.com.

Definitions

In these terms and conditions, the words in bold below have the following meanings:

- Account(s): means all current and Loan accounts opened by the Bank in your name and includes all money or balances therein, all accrued and accruing interests and all related rights. Unless specified otherwise, reference to "Account" includes both your Current and Overdraft accounts. An Account with the Bank may only be held by a Person/Client who is acting in his own name. Each Account is identified by its respective number and will be associated with a person/client that opens a new Account.

 Agreement: means the terms and conditions contained in this document and its Schedules and/or Sections.
- 3. Bank: International Finance Investment and Commerce Bank Limited (IFIC Bank) is a banking company incorporated in the People's Republic of Bangladesh with limited liability. It was set up at the instance of the Government in 1976 as a joint venture between the Government of Bangladesh and sponsors in the private sector with the objective of working as a finance company within the country and setting up joint venture banks/financial institutions aboard. In 1983 when the Government allowed banks in the private sector, IFIC was converted into a full-fledged commercial bank. The Government of the People's Republic of Bangladesh now holds 32.75% of the share capital of the Bank. Directors and Sponsors having vast experience in the field of trade and commerce own 11.31% of the share capital and the rest is held by the general public.
- Business Day: any day other than Friday, Saturdays, or national holidays applicable for settlement currencies.
- 4. 5. Customer: means (i) the person who now or hereafter is an Account holder or has an interest therein; and (ii) the person who now or hereafter subscribes to services or products offered by the
- Office hours: between 1000 hours to 1800 hours on a Business Day
- 6. 7. Password: the secure string of characters that must be supplied by you in order to gain full or partial access to your Online Account.
- Real time: immediate processing
- Security Details: your password, User ID and Pin code
- 10. Service: the gamar trade service we agree to provide to you under this agreement from time to time
- User ID: the unique identifier enabling you to gain access to your Online Account. We, us, our: IFIC Bank or the Bank, as defined above.
- 13. Website: the commercial Banking website, currently www.ificbank.com.bd (or any other URL as we may notify to you from time to time)
- You, your, yours means (i) the person who now or hereafter is an Account holder or has an interest therein; and (ii) the person who now or hereafter subscribes to services or products offered

by the Bank.								
Declaration								
U/We have read and understood the terms & conditions governing Aamar Trade as indicated above with IFIC Bank Limited. I/We have signed as a token of acceptance to comply with aforesaid Terms & Conditions.								
Initiated By	Verified By	Approved By (Any of Signatories)						
Signature	Signature	Signature						
		o.g						
Name:	Name:	Name:						
Designation:	Designation:	Designation:						
Phone Number:	Phone Number:	Phone Number:						