

## Terms and Conditions

Dear Sirs,

I / We \_\_\_\_\_ of \_\_\_\_\_ hereby request you to allow me/us the use of the Internet Banking service - "NDB bank online (hereinafter referred to as NBO) of the National Development Bank PLC also known by its trade name "NDB bank" of No. 40, Navam Mawatha, Colombo 02 (hereinafter referred to as the Bank which term or expression shall mean and includes the National Development Bank PLC and its successors and assigns) and in consideration of you agreeing to do so I/We hereby agree to be bound by the terms & conditions governing such service as set out below.

### 1. Transaction Instructions and Messages via NBO

- 1.1 I / We do hereby authorise the Bank to issue me / us the distinctive user identification number (hereinafter sometimes referred to as the User ID) for the purpose of using NBO by me / us.
- 1.2 By completing the NBO application form, I / We authorise the Bank to accept or act upon all instructions or messages which purport to come from me/us and are received by the Bank through NBO and authenticated in the manner described in the User Documentation handed over to me/us by the Bank, under the usage of password issued to me / us also by the Bank. Passwords shall mean original passwords confidentially generated or subsequent passwords generated and issued to me / us by the Bank exclusively for me / us on my / our request and substituted by me/us as per facilities made available to me / us. Issue shall also mean dispatch by the Bank by Registered Post / Courier or handing over to me / us personally by the Bank officers (as may be decided by the Bank) followed by duly signed acknowledgement by me / us.
- 1.3 I / We agree to perform NBO operations through the use of specific Menu Options available on NBO.
- 1.4 I / We do hereby undertake to provide accurate and complete data, information and messages and transmit same to the Bank for or in connection with NBO. I / We will immediately bring to the notice of the Bank any error, discrepancy or omission noted by me / us.
- 1.5 I / We shall accept electronic messages exchanged via NBO and internet email address provided by me / us as conclusive and binding on me / us.
- 1.6 I / We shall accept full responsibility for all transactions processed or effected by the use of NBO howsoever effected.
- 1.7 I / We shall not attempt to effect transactions through NBO unless sufficient funds inclusive of other charges associated with the transaction as indicated below under 3.1, are available in my/our designated account/s. I / We agree that transactions scheduled for at a future date will be executed by the Bank only if sufficient funds are available in those accounts on the relevant date and time. I / We further agree that the Bank is under no obligation to hand over my / our payment instructions unless there are sufficient funds to meet such instructions together with other charges mentioned below under clause 3.1 at the time of receipt or at the time such payments fall due nor is the Bank required to give me / us notice of non payment in such an event.
- 1.8 I / We agree that my requests / instructions warranting authorisation by an officer/s of the Bank may not be effected immediately or automatically and that the Bank reserves the right to allow or disallow such instructions at its sole discretion with or without notice to me / us.

- 1.9 If my / our account is a jointly held account, every holder shall be jointly and severally liable for all transactions arising from the use of NBO.
- 1.10 I / We agree that when making a payment on my / our behalf the Bank neither acts as my/our agent nor an agent of the Biller to whom that payment is directed.
- 1.11 I / We do hereby authorise the Bank to record the transactions effected by me / us via NBO, using whatever means and to use such records for the purpose of establishing or verifying that a particular transaction was effected through the use of User ID and Passwords.
- 1.12 I / We shall accept the Bank's records and statements of all transactions processed through NBO as conclusive and binding on me / us for all purposes.

### 2. Security of Transactions

- 2.1 I / We agree that the Bank has the right to retain my / our NBO User ID in disabled status, until the Bank receives my acknowledgement of receipt of my or password mailer in accordance with the Bank's requirements.  
I / We agree to procure and maintain any equipment necessary for use of NBO in proper working order with adequate safeguards against malicious threats to NBO and undertake not to use faulty, defective or insecure equipment to access NBO or to use NBO in any harmful manner to the Bank.
- 2.2 I / We do hereby agree to change the password immediately after accessing NBO and thereafter at regular intervals.
- 2.3 I / We will set up and maintain adequate measures (including all data and information regarding transactions) to safeguard the NBO from disclosure to or from access or use by any unauthorised person/s even after the expiry or termination of this agreement.
- 2.4 I / We shall inform the Bank immediately if I / we become aware of any act or attempt of unauthorised use of the User ID and Password by anyone.
- 2.5 I / We hereby undertake to keep my / our User ID and Passwords thereof in strict confidentiality and not to reveal it or leave any room to any person to have access to it at anytime under any circumstances.

### 3. Charges and Payments

- 3.1 I / We do hereby authorise the Bank to debit my / our account/s with all charges relating to transactions made through NBO, other costs inclusive of legal charges and statutory charges, if any, relating to the use of NBO at prevailing rates or at future rates as determined by the Bank with or without prior notice to me / us.

### 4. Liabilities for loss, delays

- 4.1 I / We shall absolve the Bank of any loss or liability incurred or settled by the use of User ID and Passwords issued to me / us or substituted by me / us, with or without my / our knowledge.
- 4.2 I / We shall not hold the Bank responsible for any loss, damage or liability incurred or suffered by me / us as a result of non acceptance of and/or non adherence to any instructions given on NBO for any reason whatsoever.

- 4.3 I / We agree that in case of payments made through NBO by me / us in respect of contracts of sale or supply of services, with third parties, I / we shall not hold the Bank responsible in any manner whatsoever for any lapses on the part of the third parties in meeting their obligations.

### 5. Liabilities of the Bank

- 5.1 I / We expect that the Bank will take reasonable and practically possible steps to ensure that its systems in connection with the services do have adequate security designs and controls to manage the risks in operating the system taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- 5.2 I / We agree that in no event the Bank or any information provider shall be liable to me / us for any incidental, indirect, special, consequential or exemplary damages including without limitation any loss of revenue, profits or savings.
- 5.3 Unless due to the gross negligence or wilful default of the Bank, the Bank or any of its employees shall not assume any liability or responsibility to me / us or any other person for the consequences arising from or in connection with
  - (i) use of the services and / or access to any information as a result of such use by me / us or any other person whether or not authorised.
  - (ii) any information, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the services, in transmitting instruction or information relating to the services or in connecting with the internet Site(s) caused by any acts, omission or circumstances beyond the reasonable control of the Bank including without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown or inadequacy of equipment, installation or facilities or any law, rules, regulation, codes, directions, regulatory guidelines or Government directives (whether or not having the force of Law).
  - (iii) transmission and / or storage of any information and / or transactions relating to me / us the services and / or transactions or dealings conducted by me / us pursuant to the services through or in any system, equipment or instrument of any communication network provider.

### 6. Liabilities of the Customer

- 6.1 I / We am / are fully liable and responsible for all consequences arising from or in connection with use of the services and / or access to any information or report or any other information as a result of such use by me / us or any other person whether or not authorised.
- 6.2 Subject to Clause 2.5, I / we shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the services as a result of
  - (i) a computer crime, which should have been prevented by the risk control and management measures had the Bank adopted such measures in accordance with the clause 5.1.

(ii) a missed or misdirected payment caused by the gross negligence or wilful default of the Bank or its employees.

- 6.3 I / We shall indemnify the Bank, its employees or information provider and their respective offices and employees against all liabilities, claims, demand, losses, damages, cash, charges and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by against any of them in connection with the provision of the services, the information and / or the report or the exercise or preservation of the Bank's powers and rights under these terms in the absence of any gross negligence, fraud, fault or wilful default on the part of the Bank or its employees.

### 7. Changing the Terms and Conditions

- 7.1 The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions, at its absolute discretion with or without notice to me and such amendment, supplement or variation shall be binding on me / us.
  - 7.2 The Bank shall determine the privileges attached to the use of the NBO and shall have absolute discretion to change, vary add or amend these privileges and conditions attached thereto from time to time as the Bank deems fit.
  - 7.3 The Bank shall attach or detach any accounts opened in my / our name or accounts in which I / we become a joint party, subsequent to this application owing to Bank's rules and regulations prevailing at that time.
  - 7.4 I / We do hereby agree to abide by the terms and conditions applicable to any new facility / option that may be introduced by the Bank subsequent to this application, whether or not I / we expressly register myself / ourselves to obtain such services.
- 8 The use of NBO shall be subject to the Bank's Memorandum and Articles of Association, Rules and Regulations and any Terms and Conditions governing all services, facilities and transactions covered by NBO.
  - 9 In the event I / we decide to terminate the use of NBO I shall give the Bank not less than seven (07) days prior notice in writing and further return any document relating to NBO, given to me / us by the Bank. The Bank shall at its absolute discretion cancel, withdraw or renew NBO with or without any prior notice to me / us.
  - 10 The Bank shall have the right to assign any or all its rights hereunder to another party without obtaining the cardholders prior approval therefor.

### 11. Governing Law and Jurisdiction

- 11.1 the services and these terms and conditions shall be governed by and construed in accordance with the Laws of the Democratic Socialist Republic of Sri Lanka.
- 11.2 Bank and I / we shall submit to the non-exclusive jurisdiction of the courts of the Democratic Socialist Republic of Sri Lanka.

I / We have read and understood the foregoing and agree to be bound by the above terms and conditions and the indemnity (under 6.3 above).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_