

USSD Banking Services Terms & Conditions of National Development Bank PLC (Bank):

1. Definitions: In this section, the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

1.1. "Account (s)" refers to the Customer's bank account and/ or card account and/or any other type of account (each an "Account" and collectively "Accounts"), maintained with the Bank which are eligible Account(s) for operations through the use of USSD Banking Services. Out of his/her Accounts, the customer shall select one account that will be designated as the primary account and all other accounts (if any) of the Customer shall be referred to as Account(s). Monthly convenience fees and any other charges the Bank may charge shall be deducted from this primary account, or any other account that has sufficient funds. If the customer has joint accounts these accounts shall be displayed based on the operating instructions given by the Customer.

1.2. "CSP" stands for Cellular Service Provider, which refers to the telecommunication provider that issues mobile numbers and SIMs to mobile subscribers.

1.3. "GSM" means stands for Global System for Mobile communication, which is a digital mobile telephony system.

1.4. "Customer" means a person having Account(s) with the Bank.

1.5. "Mobile Phone" means the handset together with requisite accessories, and equipment attachments.

1.6. "mPIN" refers to the mobile personal identification number which the User shall use to login to the USSD Banking Services menu, and to authorize transactions.

1.7. "Personal Information" refers to the information about the User obtained by the Bank or a CSP in connection with the respective services being provided by them including but not limited to the information collected by the Bank for opening Account/s of the User.

- 1.8. "User" / "I" refers to a Customer of the Bank authorized to use the USSD Banking Services provided by the Bank.
- 1.9. "USSD" refers to Unstructured Supplementary Service Data (USSD) unique to GSM (Global System for Mobile Communication). It is a capability built into the GSM standard phones to support transmitting of information over the signaling channels of the GSM network. USSD provides session-based communication, enabling a variety of applications.
- 1.10. "USSD Banking Services" is a banking service which the Bank provides to the Customer through the use of #4488# from a Mobile phone, such as enquiry about balance in their Account(s), details about credit cards, bill payments, mobile recharge transfer of funds (Customer can transfer funds between his/her own accounts using USSD Banking) and other services as the Bank may decide to provide from time to time to its Customers ("Services").
- 1.11. "Channel(s)" refers to USSD Banking or Mobile Banking Services separately or together.
- 1.12. "Customer Profile" refers to the User's profile on the Mobile Banking system.
- 1.13. "Service Provider" shall mean any third party utility provider, such as telecommunications providers, insurance companies, water companies and electricity companies, etc.

In these terms and conditions save where the context otherwise requires:

- references to an individual or individuals shall include his or their respective personal representatives;
- the singular includes the plural and vice versa and any gender includes any other gender;

2. Applicability of Terms and Conditions:

These Terms and Conditions form the contract between the User and the Bank for the use of USSD Banking Services by the Customer and shall be in addition to and not in derogation of

the terms and conditions relating to any Account of the User and / or the respective product or the service provided by the Bank.

3. Eligibility:

Any Customer of the Bank, having individual Accounts and a Mobile Phone number registered with the Bank and who is also a current subscriber of a CSP is authorized to operate USSD Banking Services. In the case of a joint account holder, the Customer is required to be a primary account holder of the Account to avail the USSD Banking Services. The User should at all times possess the Mobile Phone, which is required for using USSD Banking Services.

4. Registration:

4.1. User hereby agree/s that User has been registered for the USSD Banking Services and shall be entitled to use the USSD Banking Service subject to the duly completed application submitted by the User being acceptable to the Bank. The Bank shall have absolute discretion to reject the User's application without assigning any reason therefor.

5. The Bank shall endeavor to provide to the User through USSD Banking Services, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services, which a category of User may be offered on each Account. The Bank's decision in this regard shall be final and binding.

6. The Bank may also make additions/deletions to the USSD Banking Services at its sole discretion.

7. Only those Accounts opened with the Bank and attached to the respective User's NIC no. or passport no. will be accessible through USSD Banking Services.

8. There will be no obligation on the Bank to provide the USSD Banking Services to phones which are incompatible.

9. The User hereby agrees that the User shall use only his Mobile Phone to access the USSD Banking Service of the Bank. The access is allowed to the User on the specific Mobile Phone number only as registered with the Bank for USSD Banking Services for enhanced security. The user must not let any other person have access to his Mobile

Phone or leave the Mobile Phone unattended. User shall not attempt or permit others to attempt accessing the Account information stored in the computers of the Bank through any unauthorized means. Any unauthorized use of the User's Mobile Phone number shall be the sole responsibility of the User, and the User, hereby absolves the Bank of all and any liability/responsibility in this regard and User acknowledges not to make any claim, of whatsoever nature and in whatever name, against the Bank for anything happening or arising out of unauthorized use of his Mobile Phone number and he shall indemnify the Bank in this regard. The User understands that in the event of loss or misplacement of the Mobile Phone, it can be misused to view the account related information and/or carry out financial transactions. User indemnifies the Bank for any such misuse arising out of the same. User shall not hold the Bank responsible for any loss that User may suffer in these circumstances.

10. The User shall perform transactions through USSD Banking Services only through the mobile number and mPIN registered with the Bank. User hereby grants unconditional and irrevocable standing authority to the Bank for carrying out the transactions performed by the User through USSD Banking Services. The Bank shall have no obligation to verify the authenticity of any transaction/instruction received from the User through USSD Banking Services or purporting to have been sent by the User via USSD Banking Services. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes. All transactions arising from the use of USSD Banking Services, in a joint Account, shall be binding on all the joint account holders, jointly and severally.

11. Liability of the User:

11.1. User shall be liable to comply with these terms and any other terms set out by the Bank from time to time.

11.2. User shall inform the Bank immediately upon the User suspecting that the User's mPIN is / has been accessed by an unauthorized third party.

11.3. User shall inform the Bank of any unauthorized transaction effected through the User's Account, within a maximum period of 2 days from the receipt of a bank statement issued by the Bank.

11.4. The User agree/s that the access to USSD Banking Services is through the User's Mobile Phone and any transaction, which originates from the same, whether initiated by the User or not shall be deemed to have originated from User. The User shall be liable for all loss from unauthorized transactions in his accounts if User has breached the Terms or contributed or caused the loss by negligent actions such as, but not limited to, the following:

- Not advising the Bank within a maximum of two days from date of receipt of the bank statement with regard to unauthorized access to or erroneous transactions performed from his Accounts.
- Not informing the bank about a change in or termination of the Mobile Phone/Mobile Phone number/SIM Card,
- Disclosing the mPIN to third parties.

11.5. The User shall take all steps possible to ensure that his Mobile Phone and mPIN are not shared with anyone and shall take immediate action to de-register his profile by calling the Bank's 24-hour Call Center on +94 112 448888 in case of misuse/theft/loss of the Mobile Phone or SIM card.

11.6. The user is solely responsible for leakage of the mPIN and its consequences and the Bank will not be held responsible in whatsoever manner for any financial / non-financial losses that occur/is likely to occur because of the leakage of the mPIN. User is advised to change the mPIN immediately when logging in for the first time to USSD Banking.

11.7. The User shall not effect any transactions through USSD Banking Services unless sufficient funds, are available in the User's designated account/s. The User shall further agree that the Bank is under no obligation to effect any payment instructions of the User unless there are sufficient funds to meet such instructions together with other charges mentioned below under clause 17.1 at the time of receipt or at the time such payments fall due nor is the Bank required to give the User notice of non-payment in such an event.

11.8. The User hereby authorizes the Bank to maintain logs of User activity and transactions effected by the User via USSD Banking Services, using whatever means

and to use such logs for the purpose of establishing or verifying that a particular transaction/activity was effected through the use of the User ID and Passwords.

- 11.9. The User hereby agrees that USSD Banking shall not be available to settle urgent payments such as settling of red notices and the same shall be done at a branch of the Bank.
- 11.10. The User shall accept that the value date of transactions carried out through USSD Banking or any other channel after 9 p.m. shall be the following day.
- 11.11. The User shall agree that any payments done by the User in respect of any goods or services shall be updated in the following working day and the User shall not hold the Bank liable for late updates caused by delays of the Service Provider.
- 11.12. The User shall agree that the User's requests/instructions warranting authorization 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 the User.
- 11.13. The User agrees that when making a payment on behalf of the User, the Bank neither acts as an agent of the User nor an agent of the third party to whom payment is directed.
- 11.14. The Customer shall be 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 the Customer or any other person whether or not authorized.
- 11.15. Subject to Clause 11.4, the Customer shall not be liable for loss or misplacement of funds caused by unauthorized 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 12.2,

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

12. Liability of the Bank:

12.1. The Bank shall, in no circumstances be held liable to the User, if access is not available in the desired manner for any reason whatsoever. The Bank shall have no liability in case USSD Banking Services are not available because of any reason beyond the control of the Bank, including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error, etc. Under no circumstances shall the Bank, its employees, agents or contractors, be liable for any damages, whatsoever, whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person. The Bank is in no way liable for the services provided by the CSP in relation to the Mobile Phone. The Bank is in no way responsible/ liable for the services provided and the charges levied by the CSP in relation to USSD Banking transaction.

12.2. The User acknowledges 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 what may be applicable to the Bank from time to time.

13. Indemnity:

The User shall indemnify and hold the Bank and the CSP harmless against any and all liability suffered or incurred (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) by the Bank, its customers or a third party, directors, nominees or any claim or action brought by a third party which is in any way the result of the USSD Banking Services transactions done by the User. The User agree/s that the USSD Banking Service uses the network provided by the CSP. The User holds the Bank harmless against any loss incurred by the User due to failure of

network provided by CSP.

14. Disclosure of Personal Information:

14.1. User hereby unconditionally agrees that the Bank or its contractors may hold and process User's Personal Information on its systems or otherwise in connection with USSD Banking Services, other services as well as for statistical analysis.

14.2. The Customer hereby authorizes the Bank to share the Customer's details that are required to process a transaction with any third party service provider.

15. Withdrawal of USSD Banking Service

15.1. The Bank may withdraw the USSD Banking Services anytime with prior notice of the same to the User. The closure of all the Account(s) of the User will automatically terminate the USSD Banking Service. Similarly the Bank may suspend or terminate USSD Banking Services without prior notice if User breach/es these Terms and Conditions or if the Bank notices some errors / omissions / fraudulent transactions related to User Account(s) or User's NIC.

15.2. The User understands that the Bank has the right to make the User's USSD Banking Customer Profile inactive if the profile has not been used for a consecutive period of time as per the Bank's policies.

16. Notices

The Bank may give notices under these Terms and Conditions, in writing by hand-delivery, or by sending them by post to the last address given by Users and in the case of the Bank to its registered office. In addition, the Bank may also publish notices of general nature, which are applicable to all Users of USSD Banking Services on its website. Such notices will have the same effect as a notice served individually to the User.

17. Charges and Payments

17.1. The User hereby authorizes the Bank to debit the User's account/s with all charges relating to transactions made through USSD Banking and other costs inclusive of monthly convenience fees, legal charges and statutory charges, if any, relating to the use of USSD Banking at prevailing rates or at future rates as determined by the Bank and posted on the Bank's official website.

18. Changing the Terms and Conditions

18.1. The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions, at its absolute discretion and such amendment, supplement or variation shall be binding on the User. An updated version of the terms and conditions shall be made available on the Bank's official website. The Bank shall determine the privileges attached to the use of the USSD Banking 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.

18.2. The Bank shall make available any accounts opened in the Customer's name or Accounts in which the User becomes a joint party, subsequent to the User registering for USSD Banking, based on the operating instructions given by the User and owing to the Bank's rules and regulations prevailing at that time.

19. Governing Law and Jurisdiction

19.1. The USSD Banking 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.

19.2. The Bank and the User shall submit to the exclusive jurisdiction of the courts of the Democratic Socialist Republic of Sri Lanka.

19.3. The use of USSD Banking 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 USSD Banking Services.

20. Complaints

- 20.1. In the event the Customer has any complaint regarding any transaction, the same should be brought to the notice of the Bank within 2 working days at the Bank's 24 hour call center.

- 20.2. The Customer shall bring to the notice of the Bank any error, discrepancy or omission in transactions noted by the Customer within 2 working days of receiving bank statements.

21. Profile/Channel Deactivation

- 21.1. In order to disable a particular Channel, the User shall visit a branch.

- 21.2. In order to deactivate his/her Customer Profile, the User must call the Bank's call center.

- 21.3. The User understands that disabling a channel would **not** stop the charging of the monthly convenience fee. The monthly convenience fee would only stop if the Customer Profile is deactivated through the Call Center.

The User hereby confirms and agrees that the User has read and understood the foregoing and agree to be bound by the above terms and conditions and the indemnity.

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Signature of Customer

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Date