

Mobile Banking – Neos Pay Facility Terms and Conditions

1. DEFINITIONS:-

- 1.1 "Account(s)" means the Customer's bank account(s) and/ or credit card account and/or any other type of account(s) which are eligible Account(s) for operations through the use of Mobile Banking services.
- 1.2 "Bank" means National Development Bank PLC and its successors and assigns.
- 1.3 "Biometrics" shall mean face identity and finger print identity which the Customer may at his/her option use at the time of logging in to the Mobile Banking Application.
- 1.4 "Customer" means an individual using the Mobile Banking services provided by the Bank to perform transactions.
- 1.5 "Just Pay Facility" means a payment facility of LankaPay that facilitates the Customers to make retail payments using smart mobile devices by transferring funds from their current or savings account to a Merchant's account directly.
- 1.6 "NEOS Pay" means a QR Code based payment solution that can be used by Customers for performing Merchant payments via the Just Pay Facility by registering on the Mobile Banking Application.
- 1.7 "Merchants" means anyone who is involved in business or trade.
- 1.8 "Mobile Banking" means authenticating and/or engaging in banking transactions via any mobile device as may be decided by the Bank from time to time by the use of a username and Password. This includes the NEOS Pay payment facility.
- 1.9 "Mobile Banking Application" shall mean an application made available by the Bank for the purpose of engaging in transactions via a mobile device.
- 1.10 "Mobile Banking Application Biometric Login Service" shall mean a service where the Customer may use the Customer's face identification or fingerprint registered on a permitted mobile device in lieu of the National Development Bank PLC online/mobile banking password as a security code to confirm the Customer's identity to access the Bank's Mobile Banking Application.
- 1.12 "Password" shall mean the password originally entered by the Customer at the time of registration or subsequently set by the Customer.
- 1.13 "Pay Someone" means a function provided on the Mobile Banking Application for a Customer to transfer funds to another customer by way of entering the beneficiary's registered mobile number or scanning the beneficiary QR Code instead of the Account number.
- 1.14 "QR Code" means quick response code.
- 1.15 "Service Provider" shall mean any third party utility provider, such as telecommunications providers, insurance companies, water supply companies and electricity supply companies, etc.
- 1.16 "Random Figure" means a random monetary value that is transmitted to the mobile number which the Customer has registered with any other financial institution via a SMS by such other financial institution, which is used to verify the Customer for the purpose of Mobile Banking Application.
- 1.17 "User ID" means the distinctive user identification of the Customer.

2. REGISTRATION

- 2.1 Upon the Mobile Banking Application being downloaded by the Customer through his/her mobile device, the Customer may register for the Mobile Banking services by entering his/her selected account number of any Account maintained at any financial institution where Just Pay has been enabled in the downloaded Mobile Banking Application. The Customer hereby acknowledges that as per current regulatory requirements, the details of mobile device used to download and operate the Mobile Banking Application shall be automatically registered under his/her customer profile or User ID for the use of the Mobile Banking Application. As such the Mobile Banking Application cannot be used from an unregistered device;
a Random Figure will be generated to Customers of other financial institutions. Upon entering the said the Random Figure, the Customer may register for Neos Pay facility . (For the avoidance of doubt a Random Figure will be generated for the Accounts maintained at other financial institutes).
The Customer agrees that he shall be responsible for correctly inputting the Random Figure in order to register for the Accounts maintained by himself in other Financial Institutions.

3. TRANSACTION INSTRUCTIONS AND MESSAGES VIA MOBILE BANKING

- 3.1 The login to the Mobile Banking Application is permitted either by way of entering the Password or a method of Biometrics, which the Customer may decide at his/her own discretion.
- 3.2 The Customer hereby authorizes the Bank to accept or act upon all instructions or messages which come through Mobile Banking Application.
- 3.3 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.
- 3.4 The Customer hereby understands that the Bank will not use email correspondence to communicate or request for the Customer's User ID or Password at any time.
- 3.5 The Customer shall agree to perform Mobile Banking operations through the use of specific menu options available on Mobile Banking.
- 3.6 The Customer shall undertake to provide accurate and complete information to the Bank for or in connection with the registration for Mobile Banking services and the performance of transactions on Mobile Banking. The Customer shall immediately bring to the notice of the Bank any error, discrepancy or omission noted by the Customer.
- 3.7 The Customer shall accept electronic messages exchanged via Mobile Banking as conclusive and binding on the Customer.
- 3.8 The Customer shall accept full responsibility for all transactions processed or effected by the use of Mobile Banking howsoever effected.
- 3.9. The Customer acknowledges that upon registering for the Mobile Banking services, to the designated Accounts maintained by him will be connected to the Mobile Banking Application. Provided however in the case of joint accounts where the Customer is a joint holder, transactions on Mobile Banking will be performed only for accounts which have the operating instruction of "anyone to sign". Joint accounts with any other type of instruction will be available only for viewing the balance.
- 3.10 3.11 The Customer shall not attempt to effect transactions through Mobile Banking unless sufficient funds, are available in the Customer's designated Account(s).
- 3.12 The Customer shall agree that the Customer'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 Customer.
- 3.13 In the event the Account(s) is a joint account, every holder shall be jointly and severally liable for all transactions arising from the use of Mobile Banking.
- 3.14 The Customer agrees that when making a payment on behalf of the Customer, the Bank neither acts as an agent of the Customer nor an agent of the third party to whom payment is directed.
- 3.15 The Customer hereby authorizes the Bank to maintain logs of user activity and the transactions effected by the Customer via Mobile Banking, using whatever means and to use such records for the purpose of establishing or verifying that a particular transaction/activity was effected through the use of the User ID and Password.
- 3.16 The Customer hereby agrees that Mobile 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.
- 3.17 The Customer shall accept the Bank's records and statements of all transactions processed through Mobile Banking as conclusive and binding on the Customer for all purposes.
- 3.18 The Customer shall accept that the value date of transactions carried out through Mobile Banking or any other channel after 9 p.m. shall be the following day.

4. SECURITY OF TRANSACTIONS

- 4.1 The Customer agrees to procure and maintain any device necessary for use of Mobile Banking in proper working order with adequate safeguards against malicious threats to Mobile Banking and undertake not to use faulty, defective or insecure device and/or software to access Mobile Banking or to use Mobile Banking in any harmful manner to the Bank.
- 4.2 The Customer hereby acknowledges and agrees that the Mobile Banking Application can be accessed either through Biometrics or with the use of a User ID and a Password.
- 4.3 The Customer further agrees and understands that enabling of logging into the Mobile Banking Application through Biometrics will also enable any third party whose Biometrics are also registered with the same device to access the Mobile Banking Application.
- 4.4 In the event the Customer opts to access the Mobile Banking Application through a User ID and Password, the Customer hereby agrees to change the Password immediately after the initial accessing of the Mobile Banking Application and thereafter at regular intervals.
- 4.5 The Customer shall set up and maintain adequate measures (including all data and information regarding transactions) to safeguard Mobile Banking from disclosure to or from access or use by any unauthorized person/s.
- 4.6 The Customer shall inform the Bank immediately if the Customer becomes aware of any act or attempt of unauthorized use of the User ID and Password by anyone or any act or attempt of unauthorized access to the Mobile Banking Application through Biometrics of a third party.
- 4.7 The Customer hereby undertakes to keep the User ID and Password thereof in strict confidentiality and not to reveal it or leave any room to any person to have access to it at any time under any circumstances.

5. USE OF BIOMETRICS

- 5.1 The Customer hereby agrees that the use of the Biometrics to log into the Mobile Banking Application shall be permitted only if the Biometrics of the Customer is registered to the device. As such the Customer shall ensure that the Customer is the only person whose Biometric has been registered to the mobile device.
- 5.2 The Customer shall ensure the Biometric credentials stored on the Customer's mobile device are his/her own and will ensure that the Biometric credentials of any third party are not stored on the Customer's mobile device and that the Customer shall use only his/her own Biometric credentials to log into the Mobile Banking Application. The Customer further understands and acknowledges the risks associated with storing third party Biometrics in the device which is registered for Mobile Banking Application and the security of transaction can therefore be compromised.
- 5.3 The Customer agrees that he/she shall not use facial recognition for authentication purpose if the Customer has an identical sibling, in which case the Customer shall use a Password instead of Biometrics to log on to the Mobile Banking Application.
- 5.4 The Customer shall not take any action to disable any function provided by, and/or agree to any settings of, the Customer's mobile device that would otherwise compromise the security of the use of the Customer's Biometric credentials for authentication purposes (e.g. disabling "attention-aware" for facial recognition);
- 5.5 In the event the security of the Customer's face / fingerprint identification or other security code has been compromised, the Customer shall immediately inform the Bank in which event the Bank will deactivate the User ID. In the event the Customer wishes to re-activate the User ID, the Customer shall submit a written request to the nearest NDB branch..
- 5.6 The Customer shall acknowledge and agree that, for the purposes of the Mobile Banking Application Biometric Login Service, the Mobile Banking Application will be accessing the face / fingerprint identification registered in the Customer's permitted mobile device, and the Customer shall consent to the Bank accessing and using such information for the provision of the Mobile Banking Application Biometric Login Service.
- 5.7 The Customer hereby acknowledges the need to protect the Customer's permitted mobile device and shall be responsible for all use of the Customer's permitted mobile device (whether authorised by the Customer or otherwise) to access the Mobile Banking Application Biometric Login Service.
- 5.8 In addition to and without subtracting the disclaimers and exclusions of liability in the Mobile Banking Terms and Conditions, the Customer hereby acknowledges that the face / fingerprint authentication module of the permitted mobile device is not provided by the Bank, and the Bank makes no representation or warranty as to the

security of the face / fingerprint authentication function of any permitted mobile device and whether it works in the way that the manufacturer of the device represents.

5.9 The Bank does not represent or warrant that the Mobile Banking Application Biometric Login Service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that the Bank may offer from time to time.

5.10 Unless the law prohibits the Bank from excluding or limiting the Bank's liability, the Bank is not liable for any loss incurred by the Customer in connection with the use or attempted use of the Mobile Banking Application Biometric Login Service, or the instructions of the Customer, or any unauthorised transactions through or in connection with the Mobile Banking Application Biometric Login Service.

5.11 The Customer shall indemnify the Bank from all loss and damage which the Bank may incur in connection with any improper use of the Mobile Banking Application Biometric Login Service.

7. LIABILITIES FOR LOSS, DELAYS ETC

7.1 The Customer shall absolve the Bank of any loss or liability incurred or settled by the use of User IDs and Password issued to the Customer or substituted by the Customer, with or without the Customer's knowledge.

7.2 The Customer shall not hold the Bank responsible for any loss, damage or liability incurred or suffered by the Customer as a result of non-acceptance of and/or non-adherence to any instructions given on Mobile Banking for any reason whatsoever.

7.3 The Customer shall agree that in case of payments made through Mobile Banking by the Customer in respect of contracts of sale or supply of services with third parties, the Customer shall not hold the Bank responsible in any manner whatsoever for any lapses/failures on the part of the third parties in meeting their obligations.

7.4 The Customer shall agree that any payments done by the Customer in respect of any goods or services will be updated latest by the end of the following working day and the Customer shall not hold the Bank liable for late updates caused by delays of the Service Provider.

7.5 The Customer shall irrevocably indemnify the Bank against all actions, damages, losses, costs, expenses, claims, liabilities or demands (including all legal and other costs, charges and expenses) which may at any time or from time to time be prosecuted, suffered, incurred, made or preferred by any persons in respect of the loss of the mobile device and/ or personal computer.

8. RESPONSIBILITIES OF THE BANK

8.1 The Customer acknowledges that the Bank will take reasonable steps to ensure that its systems in connection with the Mobile Banking services 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.

8.2 The Customer agrees that in no event the Bank or any Service Provider shall be liable to the Customer for any incidental, indirect, special, consequential or exemplary damages including without limitation any loss of revenue, profits or savings.

8.3 Unless due to the gross negligence or willful default of the Bank, the Bank or any of its employees shall not assume any liability or responsibility to the Customer for the consequences arising from or in connection with:

(i) the use of the Mobile Banking services and / or access to any information as a result of such use by the Customer or any other person whether or not authorized,

(ii) any information, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Mobile Banking services, in transmitting instruction or information relating to such 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) and

(iii) transmission and / or storage of any information and / or transactions relating to the Customer, the services and / or transactions or dealings conducted by the Customer pursuant to the use of the Mobile Banking services through or in any system, equipment or instrument of any communication network provider.

9. RESPONSIBILITIES OF THE CUSTOMER

9.1 The Customer shall be fully liable and responsible for all consequences arising from or in connection with the registration, login and use of the Mobile Banking 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 and shall indemnify the Service Providers and their respective officers 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 or against any of them in connection thereof.

9.2 Subject to Clause 3.6, the Customer shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of the Mobile Banking services as a result of a missed or misdirected payment caused by the gross negligence or willful default of the Bank or its employees.

9.3 The Customer shall indemnify the Bank, its employees or Service Providers and their respective officers 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 or against any of them in connection with the provision of the Mobile Banking services, or any information or report/s provided thereunder or in the exercise or preservation of the Bank's powers and rights under these terms in the absence of any gross negligence, fraud or willful default on the part of the Bank or its employees.

9.4 The Customer agrees and acknowledges that the Customer is fully aware of the consequences that may arise due to the use of Mobile Banking services by using common User IDs and Password that are being used on any electronic media for example personal email addresses, social networks etc. and will take appropriate precautionary measures to avoid such situations and will not hold the Bank responsible for any User IDs / Password thefts.

10. CHANGING THE TERMS AND CONDITIONS

10.1 The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions, with notice to customers, at its absolute discretion and such amendment, supplement or variation shall be binding on the Customer. The updated version(s) of the terms and conditions shall be made available on the Bank's official website.

10.2 The Bank shall determine the privileges attached to the use of the Mobile 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.

10.3 The Mobile Banking services 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 Mobile Banking.

11. TERMINATION

11.1 In the event the Customer decides to terminate the use of Mobile Banking the Customer shall call the Bank's 24-hour Call Center on 0094 112 448888. The Bank shall at its absolute discretion cancel, withdraw or renew Mobile Banking with or without prior notice to the Customer.

11.2 The Customer understands that the Bank has the right to deactivate the Customer's User ID and delete the Customer's profile from the Mobile Banking service;

(i) if the Mobile Banking service has not been used for a consecutive period of time as per the Bank's policies.

12. GOVERNING LAW AND JURISDICTION

12.1 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.

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

13. COMPLAINTS

13.1 In the event the Customer has any complaint or inquiry regarding the usage of Mobile Banking, the Customer shall call the Bank's 24 hour call center, or visit a branch of the Bank.

13.2 The Customer shall bring to the notice of the Bank any error, discrepancy or omission in transactions noted by the Customer within 14 days of the statement date.

14. NEOS PAY FACILITY

14.1 The Customer shall agree that the Bank is not responsible for the transactions effected through the Mobile Banking Application by use of the NEOS Pay Facility.

14.2 The Customer shall ensure that he/she has registered for a SMS notification facility for each of the Accounts held at other Financial Institutions that he/she registers for NEOS Pay.

14.3 The Customer further agrees and acknowledges that the Bank has no obligation or responsibility with regard to the accuracy of the information derived from the QR Code provided by the Merchants.

14.4 The Customer shall take precautionary measures to keep the Random Figure generated and delivered to the mobile number registered with the respective financial institution safe and secured without sharing it with any other third parties.

14.4 The Customer agrees that any complaints pertaining to NEOS Pay Facility shall be handled as per the complaint procedure morefully stated in the item number 13 hereof.

The Customer hereby confirms and agrees that the Customer has read and understood the foregoing and agree to be bound by the above terms and conditions including the charges arising as a result of the use of the Mobile Banking service.