

## **SMS ALERTS SERVICE - TERMS & CONDITIONS**

The use of SMS Alert Service (Services) made available by the National Development Bank PLC (the Bank/NDB) to its customers who have registered for the Services (Customers) shall at all times be governed by the following terms & conditions (Terms and Conditions). By registering for the Services, the Customer agrees to have understood, accept and abide by all the Terms & Conditions governing the SMS Alert Services of the Bank.

Please read these Terms and Conditions before using these Services.

1. The SMS Alert Service is a service offered by the Bank with the help of which the Customer shall be informed in real time about the transactions performed in connection with the selected accounts maintained by the Customer with the Bank.
2. Registration for the Services shall be done either at a branch of the Bank or through the NDB Call Center. In the case of a registration done through the NDB Call Center, the welcome SMS will contain a link to the SMS Alerts Terms and Conditions published on the Bank's website. The Customer is deemed to have accepted the Terms and Conditions published on the website unless the Customer calls the Call Center to express his/her disagreement to same, and thereby deactivate the Services.
3. The Customer shall use only his/her mobile phone, the number of which has been informed to the Bank to access the Services (designated mobile phone). The Customer shall keep the SIM card and the mobile phone in his /her possession at all times. The Customer shall be solely responsible for the consequences in case the Customer fails to adhere to the rules of the Bank.
4. SMS alerts will be sent to the Customer based on a minimum transaction threshold defined by the Bank for each product that might be changed at the Bank's discretion.
5. SMS alert will be sent to the Customer only in English language.
6. The Customer shall be solely responsible for all the transactions and consequences arising out of the messages emanating from the designated mobile phone. The Bank shall not assume any responsibility for unauthorized messages sent by any third party without authority. The Bank should be notified by the Customer of any changes to information provided to the Bank related to or for the purposes of the Services including the details of the Customer's designated mobile phone number.
7. In the event the Customer does not wish to receive SMS alerts for transactions generated from the Bank (e.g. crediting of interest, deduction of WHT, etc.) during a specific time of the day, the Customer may set a Do Not Disturb (DND) time. Notwithstanding same the Customer will continue to receive alerts for transactions that he/she initiates during this period (e.g. bill payments).
8. All transactions arising out of the use of the Services in relation to a joint account shall be binding on all joint account holders.

9. The Customer shall immediately notify the Bank of any unauthorized transaction/s effected through electronic payment instruments/ mechanisms and shall request the Bank to block particular payment instrument/mechanism immediately.
10. The Bank reserves the right to decide on the services to be offered through the SMS Alert Service to Customers.
11. The Services may be terminated at any time upon a request of the Customer to the Bank by calling NDB Call Center. Any such termination shall be effective immediately.
12. The Bank shall not assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error in such information. In particular, the Bank shall not assume any liability or responsibility for the consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Customer's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. None of the telecommunications companies designated by the Bank are its agents or its representatives and there is no co-operation, partnership, joint venture or other relationship between the Bank and any of such companies.
13. The Customer shall indemnify and hold the Bank harmless against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of the Bank agreeing to provide the Services to the Customer.
14. The Bank shall not be liable for any losses or damage caused;
  - (a) by the disclosure of confidential information;
  - (b) by the disclosure of information through the designated mobile phone number where such designated mobile phone is in another person's possession; or
  - (c) To the Customer data, designated mobile phone, telecommunications equipment or other equipment, in each case caused by the Customer's use of the Services.
14. The Services will be available to the Customers only if he/she is within the cellular service range of the particular cellular service provider or within such area, which forms part of the roaming network of such cellular service provider providing services to the Customer.
15. The Customer shall promptly inform the Bank of any loss or theft of the Customer mobile phone number by calling NDB Call Center on +94 112 448888 which is available 24 x 7. The Bank shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the Services to the designated mobile phone number prior to receipt of any notification of loss or theft.
16. The Customer is bound by all other terms and conditions of the Bank pertaining to the Services.
17. The Bank may suspend or terminate the Services without prior notice for any reason whatsoever, including, without limitation, invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications

company (s) concerned in relation to their network or by any service provider in respect of the SMS Alert Service or if the Customer has breached these Terms and Conditions or any information of death, bankruptcy or lack of legal capacity of the Customer is brought to the notice of the Bank. The Bank will not assume any liability or responsibility for any such suspension or termination.

18. The Bank shall have the absolute discretion to determine or specify the scope and features of the Services. The Bank may, at its discretion, amend and modify, at any time, the foregoing Terms and Conditions governing the Services including charges that are applicable for availing the said Services or to introduce new terms and conditions. Any such variations or amendments shall become effective immediately on being practiced and the Customer agrees and shall be deemed to have accepted the changed terms and conditions. Non receipt of any notification or failure to receive the notification, if any, by the user in this regard will not exempt from such amendments and modifications.

19. Any notice from the Bank to the Customer may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, electronic communications such as email, making available on the Bank's website or via the SMS Alert Service. Any notice from the Customer to the Bank shall be in writing and to be delivered to any of our branches or by contacting the NDB Call Center unless otherwise indicated in these Terms & Conditions.

20. The applicable Bank charges for the SMS Alert facility shall be as set out in the Tariff Schedule of the Bank and the Bank shall debit the subscription fee of the SMS Alert service for banking account transactions from the personal account selected by the Customer at the time of registering for the Service (Primary Account) on a frequency as decided by the Bank. If the selected Primary Account is closed, dormant or unavailable due to operating instructions, the Customer authorizes the Bank to select another one of his/her accounts as the Primary Account.

21. If the Customer does not have funds in his/her selected Primary Account at the time of charging, the Customer authorizes the Bank to charge the fee from any of his/her other accounts which has sufficient funds.

22. If the Bank is not able to recover the fees for a continuous period of time as may be decided by the Bank, the Bank has the right to de-activate the Services.

23. The Customer shall ensure that his/her designated mobile phone number has the roaming service in order to be able to receive the Services while he/she is abroad.

24. The cost of roaming service for SMS messages to the designated mobile phone number outside Sri Lanka will be charged to the Customer by the local mobile operator according to its tariff without the Bank interference.

25. The Bank shall not under any circumstance be liable for any loss or damage incurred by the Customer in the event a SMS alert is not received by the Customer due to the Customer not activating roaming service and/or the SMS alert has been blocked due to the laws and regulations applicable to the country in which the Customer is located.