

Terms and Conditions of use attached to the e-Statements facility (Service) shall include the following:

1. The customer (Customer) is required to register with the Bank to receive e-Statements by completing an application in the Bank's format or registering through the Call Centre of the Bank and provide a designated E-mail address (Designated Email).
2. Notwithstanding the provisions of clause 1, the Bank, reserves the right to register any customer for the Service even though they have opted to receive paper statements. For this purpose the Bank shall consider the email address provided by such customer to the Bank at the time of opening an account or obtaining a banking service or such other updated e mail address provided by the customer, which shall be considered as the Designated E –mail address. In such situations, the customer will be notified of such registration to the Service, and the Customer will be provided with an option to deactivate the Service should the Customer not require same.
3. The Customer is the owner and designated user of the Designated E-mail and shall take all necessary security measures and precautions to ensure that the Designated E-mail is not accessed by any unauthorized party. The Customer agrees and confirms that the Bank does not warrant the timeliness, security, confidentiality or availability in the transmission of the e-Statements to the Designated E-mail.
4. In the event the Customer wishes to change the Designated E-mail he may do so calling the Bank's 24-hour Call Center on 0112 448888. The Customer will be required to supply the Bank with their preferred correct E-mail address and ensure that this email address information is updated if it changes. This is to ensure that e-Statements are always sent to the Customer's correct E-mail address.
5. The Customer is required to have Adobe Acrobat version 6 or versions released thereafter to view his e-Statements.
6. If a Customer currently receives a formal paper statement for an account in his/her name, then registering for e-Statements will entitle them to view the e-Statements via E-mail.
7. Should the e-Statement sent via the Designated E-mail "bounce back" or return unread, the Bank will call the Customer at the given number to correct/change the E-mail address, upon suitable customer verification.
8. The Customer shall regularly check his/her Designated E-mail for the e-Statements.
9. Once a Customer is registered to receive e-Statements, paper statements will no longer be sent by the Bank.
10. The Customer may terminate the Service at any time by submitting a request in writing to any NDB branch. The Customer understands that the Bank will revert to sending the statements in paper format to the last mailing address appearing on the Bank's records.
11. The provision of this Service is at the Bank's discretion, and such Service may be modified, suspended, withdrawn, cancelled or discontinued by the Bank at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the Service, the Bank shall notify the Customer and shall revert to sending the statements in paper format to the Customer's last mailing address appearing on the Bank's record.
12. If for any reason the Bank is unable to provide an e-Statement, the Bank may send a paper statement to the Customer's nominated postal address.
13. When a Customer registers for the e-Statement facility he/she agrees to receive the statements electronically and must acknowledge that he/she have read and accepted the Terms and Conditions that apply to this Service. The Customer shall be bound by the Bank's terms and conditions relating to the Service as herein provided which shall be in addition to and not in substitution of the Bank's standard terms and conditions governing banking facilities and Services which shall apply to the Service as if the said terms and conditions were repeated herein. In

the event of a conflict between these Terms and Conditions and any other relevant terms and conditions, these Terms and Conditions will prevail.

14. If a Customer closes his account, the final statement pertaining to the said account will be provided in paper form if requested.

15. The common statement frequency is “monthly” for Bank customers. Statements are issued as at the last day of each month. Enquiries about statements can be directed to our Call Centre on 011 2 448888.

16. The Customer shall agree to view his e-Statement in a timely and prompt manner. If the Customer locates any errors, discrepancies, or unauthorized transactions he/she must notify the Bank immediately by calling our Call Centre on 011 2 448888.

17. The Customer is aware that the Bank never makes any request from the Customer to provide the Customer's account or security details via email. The Customer acknowledges that the Customer is responsible for checking the e-Statements for any unauthorized transactions and that if the Customer is aware of any unauthorized transaction(s) on any of the e-Statements, the Customer must immediately notify the Bank. If the Customer is aware or if the Customer suspects that the details of the e-Statements are known to someone else, the Customer must notify the Bank immediately.

18. The Customer agrees that from time to time the Bank may advertise its products and Services through the e-Statements.

19. The Customer acknowledges that the Bank will use its best endeavors to ensure the security of the service. Notwithstanding the foregoing, the Customer agrees that the Bank shall not be liable in any manner for any disruption, unavailability of the service, communication, electrical or network failure that may result in the e-Statements being incomplete, unavailable or delayed in transmission.

The Customer further acknowledges that the use of and the transmission of information via email is not guaranteed to be secure. The Customer acknowledges that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and the Customer acknowledges that transmission may be disrupted, interrupted, delayed or incorrect. The Customer shall not hold the Bank responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with the Customer use of the service including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of E-mails or internet transmission or other communication equipment or facilities and shall keep the Bank indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs and expenses in relation to or arising out of so accepting the Customer's request by the Bank to send e-Statements. For the avoidance of doubt, the Bank shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if the Bank shall have been advised of the same.

20. The Customer will not hold the Bank responsible for any consequences that may arise as a result of any online communication between the Customer and the Bank which may be lost in transmission (whether in whole or in part).

21. The Bank's system of transmission of the e-Statements is proprietary to the Bank and the Customer agrees to the non-exclusive sublicense of the system granted by the Bank for use of the service. The Customer is aware that any unauthorized use of the system by the Customer or through parties (whether authorized or unauthorized by the customer) may result in civil action being taken against the Customer by the Bank. The Customer shall not (whether by self or otherwise) reengineer, modify, disseminate, copy, decompile any software within the system or otherwise owned or provided by the Bank.

22. The Customer acknowledges and agrees that the Bank shall have the right to amend these Terms and Conditions at any time by giving such notice in writing to the Customer, whether by mail, facsimile, e-mail

notification or otherwise or by placing prominent notices at the Bank's offices or branches and the Customer agrees to be bound by the same. The use of the service will constitute the Customer's agreement to and receipt of these Terms and Conditions as well as the acknowledgment of the inherent risks in the transmission of e-Statements via E-mail.

#### Customer's Declaration

(i) In consideration of NATIONAL DEVELOPMENT BANK PLC (hereinafter referred to as The Bank) agreeing to accept my request for sending my monthly statements to my Designated Email, I hereby agree that all statements whether through e-Statement service or other means of transmission sent by the Bank for my card(s) and/or account(s) shall be accepted and upheld by me as correct and authentic. I declare that I shall not raise any objection against the Bank on its agreeing to my request and fully accept the risk and responsibility of statements transmitted by the Bank via electronic mail. I agree and acknowledge that the Bank does not warrant against any external factors affecting the privacy and/or security of E-mails during internet transmission. I also agree to keep the Bank indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs and expenses in relation to or arising out of so accepting my request by the Bank and the Bank transmitting statements and information through email. I further agree to pay all fees and charges, which the Bank may impose from time to time in connection with the service in the manner stipulated by the Bank. I also authorize the Bank to add, discontinue or vary any of the service from time to time without any notice to me. I assure the Bank that I shall inform in writing of any change in my E-mail address or any request for discontinuation of this facility to my nearest NDB branch. I further expressly agree and acknowledge that the Bank shall not be liable or responsible for data corruption, delay and/or interception of the information so given and that the Bank reserves the right to update and vary such information from time to time and at any time.

(ii) The Bank is sending me e-statements based on the above terms and conditions being agreed to by me. Where I disagree over the terms and conditions, I will immediately inform the Bank in writing.

Should you require any clarification or assistance regarding e-statements or "Terms and Conditions of the NDB e-statements" please call at your NDB branch or the Call Centre.