

Mobile Banking

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) , maintained with the Bank which are eligible Account(s) for operations through the use of Mobile Banking services.

1.2 “Bank” means the National Development Bank PLC and its successors and assigns.

1.3 “Channel(s)” refers to Dial Banking or Mobile Banking Services separately or together.

1.4 “Customer” means an individual using the Mobile Banking services provided by the Bank to perform transactions.

1.5 “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 mPIN.

1.6 “mPIN” shall mean original mPIN confidentially generated or subsequent mPINs generated and issued exclusively to the Customer by the Bank upon the request of the Customer and substituted by the Customer in a manner acceptable to the Bank.

1.7 “Service Provider” shall mean any third party utility provider, such as telecommunications providers, insurance companies, water supply companies and electricity supply companies, etc.

1.8 “ User ID” means the distinctive user identification of the Customer .

1.9 “Dial Banking” means a banking service enabled through the USSD channel, which the Bank provides to the Customer through the use of the short code, #4488# from a Mobile Phone and includes enquiry about balances in Account(s), details about credit cards, bill payments, mobile recharge, transfer of funds (between own accounts) and other services as the Bank may decide from time to time.

2.0 “Pay to Mobile” 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 instead of Account number.

2. TRANSACTION INSTRUCTIONS AND MESSAGES VIA MOBILE BANKING

2.1 The Customer hereby authorizes the Bank to accept or act upon all instructions or messages which purport to come from the Customer and are received by the Bank through Mobile Banking.

2.2 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.

2.3 The Customer hereby understands that the Bank will not use email correspondence to communicate or request for the Customer’s User ID or mPin at any time.

2.4 The Customer shall agree to perform Mobile Banking operations through the use of specific menu options available on Mobile Banking.

2.5 The Customer shall undertake to provide accurate and complete information to the Bank for or in connection with performing transactions on Mobile Banking. The Customer shall immediately bring to the notice of the Bank any error, discrepancy or omission noted by the Customer.

2.6 The Customer shall accept electronic messages exchanged via Mobile Banking as conclusive and binding on the Customer.

2.7 The Customer shall accept full responsibility for all transactions processed or effected by the use of Mobile Banking howsoever effected.

2.8 The Customer acknowledges that upon registering for the Mobile Banking services, all 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.

2.9 The Customer shall designate one of his Accounts maintained with the Bank as the primary account. This primary account shall be linked to the Customer's mobile number registered with the Bank and all credits received by the Customer through Pay to Mobile shall be automatically credited to the designated primary account. In the event the designated primary account is closed or dormant or unavailable due to operating instructions, the Bank is hereby authorized by the Customer to designate any one of his other Account(s) as the primary account, upon informing the Customer.

2.10 The Customer shall not attempt to effect transactions through Mobile Banking unless sufficient funds inclusive of other charges associated with the transaction as indicated below, under Clause 4.1, are available in the Customer's designated primary account or any other Account(s). The Customer agrees that transactions scheduled for at a future date will be executed by the Bank only if sufficient funds are available in those Account(s) on the relevant date and time. The Customer shall further agree that the Bank is under no obligation to process any payment instructions of the Customer unless there are sufficient funds to meet such instructions together with other charges mentioned below under clause 4.1 at the time of receipt or at the time such payments fall due nor is the Bank required to give the Customer notice of non-payment in such an event.

2.11 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.

2.12 In the event the Account(s) referred to in clause 4.1 below is a joint account, every holder shall be jointly and severally liable for all transactions arising from the use of Mobile Banking.

2.13 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.

2.14 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 mPIN.

2.15 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.

2.16 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.

2.17 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.

3. SECURITY OF TRANSACTIONS

3.1 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.

3.2 The Customer hereby agrees to change the mPIN immediately after accessing Mobile Banking and thereafter at regular intervals.

3.3 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..

3.4 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 mPIN by anyone.

3.5 The Customer hereby undertakes to keep the User ID and mPIN 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.

4. CHARGES AND PAYMENTS

4.1 The Customer hereby authorizes the Bank to debit the Customer's designated primary account or credit card, or in the event such primary account is closed, dormant, not available due to operating instructions or has insufficient funds, debit any other Account(s), which has sufficient funds, with all charges relating to transactions made through Mobile Banking and other costs inclusive of the monthly convenience fees, legal charges and statutory charges, if any, relating to the use of Mobile Banking at prevailing rates or at future rates as determined by the Bank and posted on the Bank's official website.

4.2 In the event the monthly convenience fee cannot be recovered from the Account(s) of the Customer on the due date, the Customer hereby authorizes the Bank to debit any of his Accounts on a later date prior to the next date of charging the monthly convenience fee. Accounts shall include credit cards issued by the Bank.

5. LIABILITIES FOR LOSS, DELAYS ETC

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

5.2 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.

5.3 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.

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

5.5 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.

6. LIABILITIES OF THE BANK

6.1 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.

6.2 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.

6.3 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.

7. LIABILITIES OF THE CUSTOMER

7.1 The Customer shall be fully liable and responsible for all consequences arising from or in connection with the 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.

7.2 Subject to Clause 2.5, 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.

7.3 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.

7.4 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 mPINs 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 / mPIN thefts.

8. CHANGING THE TERMS AND CONDITIONS

8.1 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.

8.2 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.

9. The Mobile Banking service 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.

10. TERMINATION

10.1. 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.

10.2 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.
- (ii) if the monthly convenience fee is not paid / adequate funds are not available in the Accounts for the recovery of same by the Bank for a consecutive period of time as may be decided by the Bank.

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 the Customer shall submit to the exclusive jurisdiction of the courts of the Democratic Socialist Republic of Sri Lanka.

12. COMPLAINTS

12.1. 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.

12.2. 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.

13. PROFILE/CHANNEL DEACTIVATION

13.1 In order to disable a particular Channel, the Customer shall visit a branch.

13.2 In order to deactivate his/her profile, the Customer must call the Bank's call center.

13.3 The Customer 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's profile is deactivated through the Call Center.

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.