

conditions from time to time and the same shall be binding on me/us.

1. Nations **Mobile Banking** Service facility is for my/our personal use only.
2. I/we shall register with the Bank my/our mobile phone unit/s including the respective IMEI (International Mobile Equipment Identity) number/s and/or my/our mobile phone number/s and/or any other information the Bank may require for the provision of this service to me/us as maybe requested by the Bank.
3. I/we shall keep the Mobile Personal Identity Number/s (MPIN) for Mobile Banking Services strictly confidential and undertake not to reveal such MPIN to any person at anytime or under any circumstance. MPIN shall mean the original Mobile Personal Identity Number/s (MPIN) confidentially generated for me/us by the Bank and any substitution effected by me/us.
4. In the event I/we change my/our mobile phone number/s and/or the mobile phone unit/s registered with the Bank and/or lose or damage the registered mobile phone unit/s and/ or SIM/s and/ or if my/our MPIN/s for the Mobile Banking Service falls into the hands of any un-authorized person I/we shall inform the Bank immediately by calling the Call Center on - (011) 4711411 and the Bank shall thereupon have the right to disable the SMS Banking Service and/or the Mobile Banking Service.
5. The Bank shall be entitled to assume that any instructions received by the Bank through my/our registered mobile phone unit/s and/or mobile phone number/s and/or through the use of my/our MPIN/s shall have been originated by me/us and shall be entitled to act thereon without any further inquiry.
6. The Bank shall not be liable or responsible for any losses, damages, expenses or detriment suffered or incurred by me/us as a result of the Bank acting upon instructions received through my/our mobile phone unit/s and/or mobile phone number/s and/or and/or through the use of my/our MPIN/s even if such instructions may not have originated from me/us provided the Bank has acted in good faith.
7. I/we hereby authorize the Bank to debit my/our account and/or my/our relevant card account where applicable with the amount of any transaction effected through Nations **Mobile Banking** Service (the card account to be debited only in respect of transactions effected on the card) with the use of my/our mobile phone unit/s and/or mobile phone number/s and/or MPIN/s whether with or without my/our knowledge or authority.
8. I/we hereby authorize the Bank to debit my/our account and/or my/our relevant card account with all charges inclusive of legal fees or other statutory charges if any relating to the use of Nations **Mobile Banking** Service (the card account to be debited only in respect of charges relating to transactions effected on the card).
9. At no time shall I/we use or attempt to use the Nations Mobile Banking Service for effecting transactions unless sufficient funds are available in my/our account for carrying out such transactions. I/we agree that the Bank is under no obligation to honour my/our payment instructions unless there are sufficient funds in my/our designated account at the time of receiving my/our payment instructions.
10. I/We understand and accept that transmission of data via the Nations Mobile Banking Service cannot be guaranteed to be error free due to the inherent nature of electronic transmissions. I/We accept and agree that this service is provided on an available basis and the Bank will not be liable or responsible for any losses, damages or inconvenience which I/we may incur or suffer by using the service including due to interruptions or non availability of the service at any time or from time to time for any reason whatsoever or due to loss of data, data transmission errors or corruption that may occur in the use of the service or for any other reason whatsoever.
11. I/We accept and agree that the Bank will not be responsible or liable for non availability of this service due to any technical or other defect in the registered mobile phone/s and or disconnection of the mobile phone/s for whatsoever reason which will automatically disable me/us from using this service.
12. I/We understand and agree that third party fund transfers maybe effected under Nations Mobile Banking Service only subject to conditions as maybe imposed by the Bank from time to time.
13. I/we accept the Bank's records and statements of all transactions processed under the Nations Mobile Banking Service as correct conclusive and binding on me/us.
14. The Bank shall have the right to determine the privileges features services and conditions attached to the use of Nations Mobile Banking Service and shall have the absolute discretion to change withdraw vary or amend these privileges features services and conditions at any time or from time to time or to withdraw this service altogether as the Bank deems fit.
15. The Bank reserves the right to amend, vary, add or delete any of these terms and
16. This service is made available subject to all laws rules and regulations of Sri Lanka and other general terms and conditions applicable to banking transactions. The Bank shall have the right at any time to refuse to carry out any instruction/s given by me/us if reasons exist, which in the opinion of the Bank justifies such action. The Bank shall also be entitled at it's absolute discretion to discontinue or bar me/us from using this service if reasons exist which in the opinion of the Bank justifies such action.
17. In consideration of the Bank providing me/us the Nations **Mobile Banking** Service, I/we undertake to hold and keep the Bank indemnified at all times against and saved harmless from all actions proceedings claims loss damage costs and expenses which may be brought or made against the Bank or suffered or incurred by the Bank directly or indirectly out of or in connection with the Bank providing me/us with the Nations **Mobile Banking** Service facility upon my/our instructions and/or the Bank acting thereon and /or communicating with me/us in accordance therewith.
18. All charges, fees, fines relating to the provision of this service are subject to change at the Bank's sole and absolute discretion. Details of all fees, fines and charges applicable to this service, if any, are stated in the Tariff booklet published by the Bank, copies of which will be made available on request at any of the Bank's branches in Sri Lanka
19. Any notice hereunder maybe given to me/us by the Bank by way of a narrative in or enclosed with any periodic statement or by publication of such notice in one or more newspapers published in Sri Lanka in all three languages or by publication on the notice boards at the Bank's branches.
20. In the event I/we wish to terminate Nations **Mobile Banking** Service I/we shall give 7 days prior notice in writing to the Bank requesting termination of the Nations **Mobile Banking** Service.
21. I/we understand that any complaints and or disputes with regard to any transaction or related matter with regard to Nations **Mobile Banking** Service maybe communicated to the Bank in the following manner :

Phone/Fax: (011) 4711411 / Fax us on (011) 4414142
Email: customerservice@nationstrust.com
Letters: addressed to the Branch Manager at the nearest Branch
22. The terms herein contained shall be binding upon me/us and my/our successors, heirs, executors, administrators or permitted assigns as the case may be.

