

1. Nations **SMS Banking** Service facility is for my/our personal use only.
2. 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.
3. 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 **SMS Banking** Service (the card account to be debited only in respect of charges relating to transactions effected on the card).
4. I/We understand and accept that transmission of data via the Nations **SMS 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.
5. 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.
6. I/We undertake and agree to send all SMS's in the format as prescribed by the Bank from time to time. I/we accept that the Bank may or may not carry out such instructions not sent in prescribed format by me/us and I/we shall not hold the Bank responsible for carrying out or failing to carry out such instructions.
7. By registering and using this service I/we agree to receive short messages (SMS) originated by the Bank at the sole discretion of the Bank unless I/we have specifically opted out of receiving such promotional short messages (SMS).
8. The Bank reserves the right to amend, vary, add or delete any of these terms and conditions from time to time and the same shall be binding on me/us.
9. 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.
10. In consideration of the Bank providing me/us the Nations **SMS 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 **SMS Banking** Service facility upon my/our instructions and/or the Bank acting thereon and /or communicating with me/us in accordance therewith.
11. 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
12. 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.
13. In the event I/we wish to terminate Nations **SMS Banking** Service I/we shall give 7 days prior notice in writing to the Bank requesting termination of the Nations **SMS Banking** Service.
14. I/we understand that any complaints and or disputes with regard to any transaction or related matter with regard to Nations **SMS 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
15. 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.
16. The Bank shall have the right to determine the privileges features services and conditions attached to the use of Nations **SMS Banking** Service and shall have the absolute discretion to change withdraw vary or amend these privileges