

**NATIONS TRUST BANK PLC**  
**TERMS AND CONDITIONS FOR ONLINE BANKING**

Dear Sir / Madam,

I/We hereby request and authorize Nations Trust Bank Plc (hereinafter referred to as the “Bank”) to make available to me / us online banking service (hereinafter referred to as “Nations Online Banking Service” or “Service”) and confirm that I/we am/are the legal owner of the Debit/ Credit Card used to access Nations Online Banking Service and I /we agree and consent to be bound by the following terms and conditions:

I /We understand, undertake, accept and agree that :

1.1 the Nations Online Banking Service will be available on all bank accounts maintained at the Bank , whether now opened or opened in the future. However I / we understand and agree that the Nations Online Banking Service may be restricted to certain types of accounts and account operations at the sole discretion of the Bank of which the Bank may inform me / us from time to time.

1.2 Nations Online Banking Service is for my / our personal use only and shall not be used for any purpose other than for transactions designated by the Bank.

1.3 In order to use the Nations Online Banking Service, I / we must be registered for the Service by the Bank

1.4 subsequent to opening an account/s through the Service in my / our name/s at my/ our request the sole authority of operating same shall be with me/ us in absolute compliance with the specified menu options prescribed by the Nations Online Banking Service and providing any further instructions to the Bank for operating such accounts shall not be required.

1.5 any requests made by me /us for credit facilities and / or banking facilities and /or banking services may be transmitted to the Bank and notified by me / us from time to time as and when required via electronic means including Nations Online Banking Service E-mail, Facsimile messages or any other electronic or other means upon which the Bank is hereby authorized to act. Subject to however, government regulations and Bank’s procedures.

1.6 the Bank may at its sole discretion, stop, cancel, withdraw or refuse to renew/ extend or grant or accommodate any request made by me/ us through the Service in relation to any of the account/s and / or banking facilities/ and / or banking services.

1.7 The Nations Online Banking Service terms and conditions shall be in addition to and not in derogation of the terms and conditions of the Bank applicable to accounts and / or banking facilities and / or banking services which I / we may request and /or operate over the Nations Online Banking Service which terms and conditions will continue to apply.

1.8 the use of Nations Online Banking Service shall be subject to the Bank's prevailing General Business Conditions governing all services, facilities and transactions available under the Nations Online Banking Service.

1.9 I/We shall accept full responsibility for all transactions presented or effected through the Nations Online Banking Service howsoever effected.

1.10 I/ we confirm and assure the Bank that all data transmitted to the Bank including those for or in connection to Nations Online Banking Service is accurate complete conclusive and binding on me /us and I/we shall let the Bank know immediately of any errors , discrepancies or omissions which may have occurred inadvertently or otherwise

1.11 I/ we hereby authorize the Bank to debit my/ our account of any withdrawals / transfers/ payment made through the Nations Online Banking Service with the use of my / our user identification code and the password with or without my / our knowledge or authority

1.12 when the Bank makes a payment on my/our behalf the Bank is not acting as my agent or agent of the person/ entity to whom that payment is directed

1.13 the Bank's records and statements of all transactions processed by the use of Nations Online Banking Service is conclusive and binding on me/ us for all purposes.

1.14 transmission of information through the internet/via e-mail cannot be guaranteed to be error free and /or risk free due to the inherent nature of such transmission and that I/ we agree that the Bank shall not be liable for such errors and/or for any loss or damage that maybe suffered or incurred by me / us thereby except however in the event such loss or damage is caused by the Bank's gross negligence or willful default.

## **2.RESPONSIBILITY FOR SECURITY**

2.1 I/We shall adopt and at all times maintain the following security procedures to ensure that I/ we alone is/are able to access and give instructions on my/ our Bank accounts using the Nations Online Banking Service.

2.1.1 I/We am/are aware that I/We will be given a user identification and an initial password to enable me/us to use the Nations Online Banking Service, and thereafter I/We may choose my/our own Password for the Nations Online Banking Service. The user identification code and the password shall be my/ our Security Codes and both will be used to identify me/ us whenever I/we access the Service.

2.1.2 the user identification code and the passwords related to and connected to my/ our Nations Online Banking Service are created by me/ us without any involvement or influence of the Bank and that the passwords, user identification codes and all other confidential information

personal to me created by me / us in relation or connected to the said Nations Online Banking Service shall be kept confidentially in my sole possession

2.2.3 I / we shall follow all security features advised by the Bank and terms and conditions in relation to all credit and /or debit cards and/ or any other devices, which I / we may use to register for Nations Online Banking Service including the PIN or passwords used to activate such cards and / or such devices and further all devices including and not limited to hand phones which I may use to access Nations Online Banking Service shall be kept in my sole possession and custody and I/we shall not divulge to any third party and/or make it accessible to any third party. I / we hereby further agree and undertake to inform the Bank immediately in the event such cards, devices or PIN / passwords are stolen, lost and or comes to the possession of third parties.

### **Safeguarding Password and Security Codes**

2.2.1 the Security Codes created by me /us for Nations Online Banking Service are created without any involvement or influence of the Bank.

2.2.2 I/ we shall change my/ our password regularly and shall do so whenever the Nations Online Banking Service requires me/ us to do so.

2.2.3 I/ we shall not choose a password that I/ we have used before;

2.2.4 Whenever I / we choose a password, I / we shall ensure not to choose a password that is likely to be guessed by anyone trying to access the Nations Online Banking Service pretending to be me/ us.;

2.2.5 I/ we shall take all reasonable steps to ensure that I / we safeguard my / our Security Codes at all times. I / we shall keep the Security Codes in my /our possession and shall not disclose any details of my/ our Security Codes to anyone else, including and not limited to a member of Bank staff, or to someone giving assistance on a technical helpdesk in connection with the Nations Online Banking Service;

2.2.6 I / we shall not record my / our Security Codes in a way that could make them recognisable by someone else as security codes;

2.2.7 In the event I / we discover or suspect that my / our password or any part of my / our password is known to someone else, I/ we shall immediately change the password by myself / ourselves through the Nations Online Banking Service. In the event this is not possible, I/ we shall notify the Bank immediately by telephoning the Bank's Call center on 0114711411. (or any other number the Bank may advise from time to time for this purpose) and shall suspend immediately the use of the Nations Online Banking Service until new Security Codes have been set up.

2.2.8 in the event I am / we are aware of any transaction on any of my/ our bank accounts that has not been validly authorised by me/ us, I / we shall ensure to notify the Bank immediately by

telephoning Bank's call center on 0114711411(or any other number the Bank may advise from time to time for this purpose). For this purpose, I / we understand that I / we should, check all bank Statements for any unauthorized transactions.

### **Other security safeguards**

2.3.1 I/we shall not allow anyone else to operate the Nations Online Banking Service on my / our behalf.

2.3.2 I/we shall not leave my / our computer system unattended while I am/ we are logged on to the Nations Online Banking Service, whether my/ our Computer System is a device sourced independently of the Bank or a device provided by the Bank to access the Nations Online Banking Service in one of the Bank branches. If I / we access the Nations Online Banking Service from a device in one of the Bank branches I / we shall ensure not to leave that device unattended while on-line and shall also ensure to exit from the computer system before leaving the branch.

2.3.3 I / we shall not access the Nations Online Banking Service from any device connected to a local area network (LAN), such as an office environment.,

2.3.4 I/ we shall comply with any other requirements designed to protect the security of my/ our use of the Nations Online Banking Service which are notified by the Bank to me/ us in any other way.

### **3. AUTHORITY TO CARRY OUT INSTRUCTIONS**

3.1 the use of the Security Codes agreed with the Bank for the use of Nations Online Banking Service is adequate identification of myself/ our selves. The Bank is entitled to act on instructions (using the Security Codes via the Nations Online Banking Service) without obtaining any further written or other confirmation from me/ us, even if those instructions are not actually given or authorised by me/ us.

3.2 the Nations Online Banking Service has no facility for me /us to let the Bank know that it is especially important to me / us that a transaction is carried out by a particular time. If I/ we need to be completely certain that an instruction has reached the Bank and that the transaction will be carried out by a particular time, I/ we must speak to Bank's call center on 0114711411. I/We further agree and accept that the Bank shall not be liable for delayed performance and/or non performance of any instructions given by me/ us under Nations Online Banking Service.

### **Liability for unauthorized instructions**

3.2.3 I/ we will be held liable for all losses and expenses due to unauthorized use if I/ we have acted fraudulently or with negligence, and intentional misconduct or if I am / we are in willful default of any of the security obligations mentioned in this agreement

### **Acting on instructions**

3.3.1 at no time shall I/ we use or attempt to effect transactions through Nations Online Banking Service unless sufficient funds are available in my/our account /s. I/we further understand and agree that the Bank is under no obligation to honour my/ our payment instructions unless sufficient funds are in my / our account/s at the time of receiving my/ our payment instructions

3.3.2 I/ we shall not use the Nations Online Banking Service to create an unauthorized overdraft on any of the Bank accounts and I / we understand that the Bank is entitled to refuse to accept any instruction that would do so. In the event an unauthorized overdraft is created, I am / we are aware that the Bank may take any action it may think fit and charge any interest and charges to the account in question (in accordance with the terms and conditions of that account).

3.3.3 I/ we shall remember that any payment instructions I/ we have given via the Nations Online Banking Service might not always be immediately reflected in the balance on my / our Bank account.

3.3.4 I/ we hereby agree that when the Bank receive a transaction instruction from me / us through the Nations Online Banking Service, the Bank shall be entitled to debit any payment and/ or any charges payable for the transaction from the account /s I / we have specified.

3.3.5 the Bank may debit my /our account/s with all charges relating to transactions made internationally through Nations Online Banking and also with any other liabilities inclusive of legal fees or other statutory charges if any, relating to use of Nations Online Banking.

3.3.6 once I/we have given an instruction through the Nations Online Banking Service, I / we will not be able to reverse it. I/ we further agree that the Bank will be under no obligation:

To reverse an instruction I /we have given; or

To accept an instruction that is conditional or reversible or which requires the Bank to pay a third party sooner than the Bank would be able to pay them following my/ our normal banking practices.

However, if I / we do request the Bank to reverse an instruction after I/we have given it, the Bank may at the Bank's discretion try to do so to the extent that this is possible under the rules and practices of the banking system. I / we agree that I / we will be responsible for any costs the Bank incurs as a result.

3.3.7 the Bank may, when the Bank believes that the Bank is justified in doing so:

Refuse to carry out an instruction given via the Nations Online Banking Service; or

Require written confirmation from me/ us of a particular instruction.

3.3.8 If the Bank comes to believe that an instruction may not have been properly authorised by me/ us , the Bank will be entitled, after making reasonable efforts to check whether it was properly authorised, to take steps to reverse any action taken on the basis of that instruction. The Bank will not be responsible for any loss to me / us that results from such a reversal.

3.3.9 when I/ we give an instruction via the Nations Online Banking Service , the Bank will act on that instruction in accordance with the cut-off times notified to me/ us through the Nations Online Banking Service. From time to time the Bank may notify me / us of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business day.

#### **4. HOLDERS OF JOINT ACCOUNTS**

if my / our account is a Joint account I am / we are inter alia jointly and severally bound by these terms and conditions and are jointly and severally liable for all transactions processed by the use of this facility irrespective of whether the instructions have been given by one party or the other. Where there is more than one signatory to the account all signatories will be jointly and severally bound for all transactions conducted by another signatory.

#### **5. OPERATING TIMES, CHANGES AND DISRUPTIONS**

5.1 the Bank shall take reasonably practicable steps to have the Nations Online Banking Service be usually available for use. I / we accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond the Bank's control may mean it is not always possible for the Nations Online Banking Service to be available during its normal operating hours.

5.2 the Bank shall have full discretion to cancel withdraw or renew the Nations Online Banking service or its facilities with prior written notice or any reasons given to me / us.

#### **6. SERVICE SOFTWARE AND HARDWARE**

##### **Software compatibility**

6.1.1 Online Banking Software should be compatible with the computer or any other device I / we use to access Nations Online Banking Service.

6.1.2 the Bank shall not be liable to me / us for any loss I / we suffer as a result of any incompatibility between the Nations Online Banking Service and any computer or other device from which I / we access the Nations Online Banking Service .

6.1.3 it is my / our responsibility to obtain and maintain equipment which may be necessary for using Nations Online Banking Service in proper working condition and with adequate safeguards against malicious threats to such equipment or to Nations Online Banking service and undertake not to access Nations Online Banking Service using defective or insecure equipment or by any manner which might adversely affect Nations Online Banking Service.

### **Protecting against Viruses**

6.2.1 I / we shall take all reasonably practicable measures to ensure that any computer or other equipment from which I / we access the Nations Online Banking Service is free of any computer virus or similar threats including, without limitation, threats commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Nations Online Banking Service can be accessed through the Internet or other communication channels as the case may be, public systems over which the Bank have no control. I/ we hereby agree to ensure that any computer or other device I / we use to access the Nations Online Banking Service is adequately protected against acquiring Viruses.

### **Using other people's devices**

6.3 not to access the Nations Online Banking Service using any computer or other device which I / we do not own unless I / we have first obtained the owner's permission to do so. Further if I/ we breach this condition, I / we shall compensate the Bank for any loss the Bank may suffer as a result.

### **Access through third party services**

6.4 the Bank shall not be responsible for any services through which I / we access the Nations Online Banking Service that are not controlled by the Bank, or for any loss I / we may suffer as a result of me / us using such a service. I/ we hereby further agree to comply with all the terms and conditions of such a service and pay all the charges connected with it.

## **7. LIABILITY FOR LOSS OR DAMAGE AND INDEMNITY**

7.1 the Bank shall not be responsible for any loss or damages incurred or suffered by me / us as a result of non –acceptance of and / or non adherence to instructions given on Nations Online Banking Service for whatsoever reason.

7.2 the Bank, Bank employees and Bank nominees or agents shall be indemnified promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and

expenses including all duties, taxes, or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which the Bank may incur or suffer from or by reason of use of the Nations Online Banking Service by me/ us.

## **8. TERMS OF THIS AGREEMENT**

I / we shall compensate the Bank for any loss or damage the Bank may suffer as a result of breaking any term of this agreement by me/ us.

## **9. TERMINATING THE USE OF THE NATIONS ONLINE BANKING SERVICE**

9.1 I/ we may cancel or terminate the use of the Nations Online Banking Service at any time by giving the Bank seven (7) days prior written notice (or in any other way the Bank may notify me/ us from time to time).

9.2 in the event I/ we have multiple accounts, I/ we may not cancel the Nations Online Banking Service solely in respect of any one account, unless I am/ we are notified by the Bank to the contrary in writing.

9.3 the Bank has the right to end or suspend my / our use of the Nations Online Banking Service at any time giving 30 days notice. However, the Bank may give me/ us a shorter period of notice or no notice if the Bank consider it necessary.

9.4 I am / we are aware that in the event my /our use of the Nations Online Banking Service comes to an end for any reason, this will not affect any instructions I / we have already given via the Nations Online Banking Service.

## **10. BANK CHARGES**

10.1 the Bank is entitled to charge me/ us fees and charges for the Nations Online Banking Service and to change those fees and charges from time to time.

## **11. BANK'S RIGHT TO MAKE CHANGES TO THIS AGREEMENT**

11.1 the Bank have the right to change the terms of this agreement at any time by giving me/ us notice either in writing, by placing prominent notices at the Bank offices or branches or by sending me/ us a message via the Nations Online Banking Service. My /our own rights to use the Nations Online Banking Service will not be affected by the change until I / we have actually received the notice.



11.2 The Bank will give me/ us 30 days notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Nations Online Banking Service or in other circumstances beyond Bank's control. Once I / we have received notice of any change in the terms of this agreement, the Bank will treat my/ our subsequent use of the Nations Online Banking Service as my/ our acceptance of the change (however I / we understand , I / we have the right to end the use of the Nations Online Banking Service at any time at my/ our discretion).

## **12. THE VALIDITY OF THE TERMS OF THIS AGREEMENT**

12.1 in the event if any one or part of the terms of this agreement proves to be legally invalid or unenforceable in any way, this will not affect the validity of the remaining terms.

12.2 the Bank believe the terms of this agreement are fair. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, the Bank is entitled to treat that term as changed in a way that makes it fair and valid.

12.3 in the event if one of the terms of this agreement is unenforceable against one of the customers signing this agreement, this will not in any way affect the enforceability of that term against the other signatories.

12.4 If the Bank relax any of the terms of this agreement once, this may be on a temporary basis or as a special case only. Such relaxation will not affect the Bank's right to enforce that term strictly at any other time.

12.5 I/ we shall not in any circumstance obtain any rights in Bank's property nor copy Nations Online Banking Service or any of the information, techniques, data or design relating to same.

## **13. COMMUNICATIONS BETWEEN THE BANK AND ME /US**

13.1 Any complaints/disputes in connection with the Nations Online Banking Service shall be directed to Bank's Call center on 0114711411

13.2 In the event the Bank needs to send me/ us a notice, I/ we agree that the Bank will use the e-mail address and/ or correspondence address and / or the mobile number I / we have given to the Bank most recently in connection with my/ our bank accounts.

## **14. SERVICE QUALITY**

to protect both the customers and the Bank's staff, and to help resolve any disputes between the Bank and myself/ our selves ,I /w e acknowledge that:

14.1 the Bank will record all telephone conversations between the Bank and the customers of the Nations Online Banking Service; and

14.2 the Bank will keep a record of all instructions given by customers via the Nations Online Banking Service; and

14.3 the Bank may listen to telephone calls made in respect of the Nations Online Banking Service in order to assess and improve the quality of the Nations Online Banking Service.

## **15. ADVERTISING**

From time to time the Bank may advertise the Bank's own products and services, and those of other companies in the Nations Trust Bank Plc, through the Nations Online Banking Service. In the event, in connection with other agreements with the Bank, I / we have asked the Bank not to send me/ us any marketing material (or if I/ we do so in the future), I / we agree that this restriction will not apply to these advertisements.

## **16. THE LAW GOVERNING THIS AGREEMENT**

This agreement is governed by the laws of Sri Lanka. Both parties agree to submit to the jurisdiction of the Sri Lankan Courts in connection with any dispute.