

NATIONS TRUST BANK PLC ONLINE & MOBILE BANKING TERMS AND CONDITIONS (Version 1.02)

The effective date of these terms and conditions is as follows : 21st SEP 2022

1. DEFINITIONS

Bank or We or Us or Our means, Nations Trust Bank PLC bearing registration No PQ 118

Biometric Credentials means any unique biological characteristics or traits that verify your identity, such as your fingerprints, eye retinas, face and voice recognition

Digital Device means the electronic device used by You to access the Services

General Business Conditions means the terms and conditions which continue to apply to every account, product, service and facility opened with or provided by the Bank and published on <https://www.nationstrust.com/personal>

Identifier/s means each of the User ID, the personal identification number (PIN), and password generated by you for logging onto the Services, Biometric Credentials and OTP

OTP means the one-time numeric password sent to your registered mobile number or e-mail for transaction authorization

Terms means the terms and conditions set out in this document;

User ID means the user identification code for logging onto Online Banking and/or the Mobile Banking App

2. Governing Terms & Conditions

a) These Terms are to be read together with the General Business Conditions (as amended from time to time). In the event of any conflict between the Terms and the General Business Conditions, these Terms will prevail over the General Business Conditions with regard to the Services.

b) When you use the Online Banking and/or Mobile Banking App to access third party applications and/or services you will subject to terms and conditions available on the respective third party websites.

3. Use of the Services

a) You may connect to our internet banking site (“Online Banking”) via <https://www.nationstrust.com/personal> ; or our mobile banking application (“Mobile Banking App”) (collectively, the “Services”) to access our online services and facilities to:

- i. operate accounts and give instructions to us,
 - ii. perform banking, investment, financial and other transactions and dealings of various nature;
 - iii. obtain banking services, products, information, benefits and privileges offered by us; and
 - iv. communicate with us in relation to any enquiries on the Services
- b) The Services are provided for your sole and exclusive use. You must not permit any other person to use the Services.
- c) In setting up your access, you will be required to provide certain information for identification purposes. You confirm that all information provided is true, complete and up-to-date.
- d) Any exchange rate, interest rate, or other price or information quoted by us on the Online Banking service and/or Mobile Banking App is for reference only, unless the rate is confirmed by us for a transaction.
- e) For the Mobile Banking App, application software updates will be downloaded automatically for some Digital Devices. If this does not happen for your device, please log on to the Mobile Banking App regularly to check for any reminders to install an update. You may be restricted from using your Mobile Banking App to transact unless the latest software update has been installed.
- f) Certain banking services may not be available unless you consent to the sharing of your physical location via your Digital Device whilst transacting. We and our third party service providers will require this information to provide the required functionality. You may withdraw consent to the sharing of physical location at any time by turning off the location services settings on your digital device.
- g) By using the Services, you agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer or electronic device.
- h) You are required to register your mobile phone number, e-mail address and/or any other information the Bank may require for the provision of the Services.

4. Security Obligations

- a) You are required to promptly adhere to all security measures or precautions issued by the Bank from time to time to safeguard the security of the Services and your accounts.
- b) You are responsible for regularly changing the password for accessing the Services, of your own accord or when prompted to do so by the Bank. While we recommend for you to change your password regularly, if you, when prompted by the Bank to change your password, opt instead to use the existing password for a limited period of time, you do so at your sole risk and responsibility.

- c) You are responsible for keeping the Identifiers secret and for safekeeping your Digital Device which you may use to access the Services. You must not provide any third party with access to your Digital Device, the Services and/or the Identifiers. If such access is given, it will be at your sole risk and responsibility.
- d) It is your responsibility to promptly notify us if you change your mobile phone number or your e-mail address registered with us for obtaining the Services, or if your mobile phone number fails to function for any reason or if you are aware of or suspect that a third party has or may have access to any of your Identifiers, your accounts or your cards, or your Digital Device is lost/stolen or you are aware of any unauthorized transaction which has taken place/about to take place. The Bank reserves the right to disable the Services in such circumstances.
- e) You must not use any automatic device or manual process to monitor or copy the Online Banking services and/or the Mobile Banking App.
- f) You must not remove, circumvent, disable, damage or otherwise interfere with security related features of the Services, circumvent user authentication or security of any host, network or account (referred to as "cracking" or "hacking").
- g) You must not scan or assess the security controls of the Services or posture using manual or automated tools (proprietary or third-party tools).
- h) You must not or attempt to (i) allow any third-party to use the Services; (ii) set a hyperlink to any part of the Services; (iii) knowingly or recklessly transmit any electronic content (including viruses) through the Services; (iv) remove, obscure or change any copyright, trademark or other intellectual property right notices contained in the Service; (v) combine or incorporate the Services with any other software/application, reproduce, copy, distribute, resell, create derivative works or otherwise use the Services for any commercial purpose, (vi) decompile, disassemble reverse-engineer, translate, convert, adapt, alter, modify, translate, or in any way tamper with the Online Banking service or Mobile Banking App or any associated software. This includes your use of any mobile device or operating system that has been "jail-broken" or "rooted". A jail broken or rooted mobile device means one that has been freed from the limitations imposed on it by your mobile service provider and the mobile device manufacturer without their approval. Any such use will be at your sole risk and we reserve the right to block your access to the Services for this reason. You will not be able to access or use the Services if your Digital Device is 'jail-broken' or 'rooted'.

5. Your Instructions

- a) You will be required to identify and verify yourself online using certain Identifiers in order to log-on to the Online Banking service and/or Mobile Banking App.

- b) An online instruction once issued is irrevocable and is binding and conclusive on you. Should you wish to report the transaction, please immediately contact the Bank and we will use reasonable measures to assist.
- c) The Bank may act on an instruction if the Bank reasonably believes that has been given or authorised by you and the Bank has no obligation to verify the identity of the person giving an online instruction apart from verifying the Identifiers quoted.
- d) The Bank may in good faith, refuse to act on or delay acting on an online instruction if the Bank suspects a breach of security or if circumstances are suspicious and will inform you as soon as practicable, subject to prevailing laws and regulations.
- e) We will provide a notification (such as short messaging system (SMS), email notification or mobile push-notification) or online confirmation of the successful transaction after a transaction or an instruction has been effected. If you have not received an advice or confirmation shortly after transacting online, please contact us immediately.
- f) An online transaction performed using the Services may not be immediately executed by us and will be processed during normal banking hours (i.e. operating hours on a Sri Lankan banking day) and in accordance with the Bank's service standards which may be notified to you via the Online Banking service or Mobile Banking App prior to a conducting a transaction.
- g) You accept the Bank's records and statements of all transactions processed through the Services as correct, conclusive and binding on you.
- h) You authorise the Bank to debit your relevant account where applicable with the amount of any transaction (including all charges relating thereto (as per the Bank's published tariff and statutory charges (if any)) effected through the Services.
- i) You are aware that the Bank is under no obligation to honour your payment instructions unless there are sufficient funds in your designated account at the time of receiving and/or executing your payment instructions.
- j) You may request/apply for credit/banking facilities via the Services.

6. Confidentiality

- a) The information and reports on our websites, Online Banking service and/or Mobile Banking App and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively "Confidential Information") are the property of the Bank and/or third parties ("Information Providers").
- b) You must not do or attempt to do any of the following: (i) publish, display, convey, share, distribute, transmit, broadcast, cablecast, reproduce, sell or disseminate any Confidential Information in any form or by any means to any other person; (ii) remove, erase, modify or hide in any way any

proprietary marking on or appearing with any Confidential Information, including any trademark or copyright notice; and (iii) incorporate or combine any Confidential Information with any other program or information.

- c) You agree that all rights, title and interest in and relating to the Confidential Information (including all copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works) are and remain the exclusive property belonging to the Bank and the Information Providers respectively.
- d) The information and reports are made available for reference only. They are not intended for trading or other purposes. Making available any information or report to you shall not, by itself, constitute solicitation of the sale or recommendation of any product.
- e) Neither the Bank nor any Information Provider confirms or guarantees the accuracy, reliability, adequacy, timeliness or completeness of any information or report or that it is fit for any purpose. Neither the Bank nor any Information Provider assume any liability (whether in tort or contract or any other liability) for any information or report made available to you or any other person.
- f) You are only granted a limited, revocable, non-transferable, non-exclusive right to use the Services on a Digital Device which you control. We can terminate this right at any time and with/without any reason.

7. Our Liability

- a) You accept that transmission of data via the Services cannot be guaranteed to be error free due to the inherent nature of electronic transmissions. You agree that the Services are provided on an “As is” and “As Available” basis.
- b) The Bank does not warrant that the Services, third party applications, the information and the reports are free from virus or other destructive features which may adversely affect your hardware, software or equipment. We reserve the right to modify or upgrade the security of the Services from time to time and may require your prompt cooperation to implement any software or hardware upgrades to remove and/or prevent any virus or malware attacks.
- c) We do not represent or endorse and will not be responsible for:
 - i. the reliability or performance of any third-party provider (including but not limited to telecom operators, financial institutions, retailers linked to the Services);
 - ii. the safety, merchantable quality, fitness for a particular purpose, non-infringement, accuracy, reliability, integrity or legality of any product, service, offer, or other items that are made available on or advertised via the Services or of any advice, opinion, offer, proposal, statement, data or other information (collectively, "Content") displayed or distributed through the Services.
- d) The Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Services or third party application,

including without limitation, due to (i) access to any information or report through the Services; (ii) transmission or storage of any information and data relating to you, or transactions or dealings conducted by you using the Services in or through any system, equipment or instrument of any communication network provider (including any loss of data, data transmission errors or corruption); (iii) any interruption or other failure in providing the Services, or in transmitting instructions or information relating to the Services, which is caused by any circumstances beyond our control such as breakdown or malfunction of any system, network or equipment, attempted or actual acts of terrorism, outbreak of epidemic or pandemic or acts of God; and/or (iv) the Bank acting upon instructions received through the use of your Identifiers, despite such instructions not having originated from you.

e) Our liability to you will be limited to the lower of: i) any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or default; or ii. the amount of the relevant transaction.

f) In no circumstances will we, or any Information Provider or any employee, officer or agent of us, or any Information Provider be responsible to you or any other person for any incidental, indirect, special, consequential or exemplary damages including without limitation any loss of revenue, profits or savings.

8. Your Liability

a) You will be fully responsible for losses and consequences arising from or in connection with use of the Services through your Digital Device, including without limitation due to, (i) you having acted fraudulently; (ii) you have failed to take or carry out the precautionary security measures as advised by us to you; and/or (iii) you have failed to comply with these Terms.

b) You shall indemnify us for all losses, damages and reasonable costs and expenses which we may incur or suffer as a result of or in connection with (i) your use or misuse of the Services, third party applications, information or reports; (ii) a breach of your obligations under these Terms including claims by Information Providers against us from your infringement of intellectual property rights and/or (iii) the preservation or enforcement of our rights or exercise of our powers under these Terms;

9. Fees

a) The fees and charges stipulated in our Fees & Charges section on <https://www.nationstrust.com/fees-and-charges> shall apply in respect of the Services.

10. Suspension & Termination

- a) We may deactivate access to the Services or suspend the Services by giving reasonable notice to you in accordance with Clause 11 a), unless there is a valid reason for immediate deactivation or suspension.
- b) You may terminate the use of the Services at any time by giving us a minimum of 7 Bank working days prior notice.
- c) Clauses 4 (Security Obligations), 6 (Confidentiality), 7 (Our Liability), 8 (Your Liability) and 10 (Suspension and Termination) of these Terms shall continue to apply even after suspension or termination of the Services by us or by you.

11. Communication

- a) We will give you notice in accordance with the General Business Conditions and/or in any of the following methods: (i) notice on Online Banking service and/or Mobile Banking App; (ii) notice on <https://www.nationstrust.com/personal>, (iii) notice via SMS, e-mail, post to the mobile number, e-mail address or postal address last provided to the Bank or electronic messages through the Online Banking Service or Mobile Banking App; or (iv) any other mode we reasonably consider as appropriate. You will be considered as having received any notice given by us at the time of posting or transmission of the notice.
- b) Any communication with regard to any transaction or matter relating to these Terms or Services can be communicated to the Bank in the following manner: Phone/Fax: (+94)11 4711411 Email: customerservice@nationstrust.com or such other method notified by us from time to time.
- c) Communications sent by you to us will be considered as having been received by us on the day of actual receipt.

12. Miscellaneous

- a) The Bank reserves the right to determine the features and services relating to the Services and shall have the absolute discretion to change, withdraw vary or amend these features and services.
- b) We have the right to vary these Terms from time to time by way of reasonable prior notice in the manner we reasonably consider appropriate. The variations shall be effective on the date specified in the notice and will apply to you if you continue to use any of our Services after that date.
- c) The Online Banking and/or Mobile Banking App may contain marketing material and product advertisements of the Bank and/or third parties. When accessing third party links, it is your

responsibility to ensure that necessary precautions are taken to prevent the security of your Digital Device from being compromised. We will not be liable for any loss you may suffer as a result of accessing such third party links.

d) If your bank account is a joint bank account, you are jointly and severally bound by these Terms and are jointly and severally liable for all transactions processed through the Services irrespective of the instructions having been initiated by one party to the account. Furthermore, where the operating instructions require the consent of all parties, until and unless all the relevant signatories to the joint bank account authorize the said transaction through the Services, such transaction shall not be processed.

e) The acceptance of these terms and conditions overrides any decision taken by you to opt out of obtaining the Services on a previous occasion.

f) You may contact the Bank in accordance with Clause 11 b) in order to obtain any explanation relating to these Terms and/or the Services and by clicking "I Agree" you confirm that you have exercised your discretion to do so and furthermore, that these Terms together with details relevant to the Services have been read and understood by you and that you agree to be bound by the same.

g) These terms and conditions shall be governed by and construed in accordance with the laws of Sri Lanka and any dispute arising hereunder which cannot be amicably resolved will be referred to a court of competent jurisdiction in Sri Lanka for judicial resolution.