

**AGREEMENT FOR NATIONAL SAVINGS BANK
INTERNET BANKING FACILITY
TERMS, CONDITIONS & INDEMNITY**

National Savings Bank

Dear Sirs,

I,

of

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hereby authorize the National Savings Bank (hereinafter referred to as the Bank) to issue me the user identification number (hereinafter referred to as the User ID) and allow me to use the Internet Banking Facility of the Bank (hereinafter referred to as the NSB Internet Banking Facility) and agree to be bound by following terms and conditions and the indemnity.

1 Transactions & Instructions

- a. I do hereby duly authorize the Bank to debit my account/s (as stated in the application or opened by me subsequently) with the amount of any transaction by using the NSB Internet Banking Facility with or without my knowledge or any further authority by me.

- b. By duly executing the NSB Internet Banking Facility Application Form, I give my authority to accept or act upon any instructions or messages received by the Bank through NSB Internet Banking Facility which suppose to be originated by me (whether or not they have been given or authorized by me) and which are authenticated in the way (if any) described in the user documentation and accompanied by the password/s issued to me shall mean the original password/s confidentially generated by the Bank, subsequent password/s generated and issued to me by the Bank on my request and substitution effected by me thereafter.

- c. I agree to perform NSB Internet Banking Facility operations through the use of specific menu options available on the NSB Internet Banking Facility.

- d. I am aware that, the data, information and messages are provided by me at my own risk, and I will ensure that all data transmitted to the Bank in connection with NSB Internet Banking Facility is accurate and complete. I will keep the Bank immediately informed of any errors, discrepancies or omissions.

- e. I shall accept full responsibility for all transactions processed or effected by the use of NSB Internet Banking Facility in howsoever effected.
- f. At no time shall I effect any transactions using NSB Internet Banking Facility unless sufficient funds are available in my account/s.

I agree that transactions scheduled for a future date will be executed by the Bank only if sufficient funds are available in my account on the relevant date and further agree that the Bank is under no obligation to honour my payment instructions unless there are sufficient funds in my designated account/s at the time of receiving my payment instructions and/or at the time such payments fall due.
- g. I shall be liable for all transactions arising from the use of NSB Internet Banking Facility.
- h. I agree that some request/s instruction/s given by me are subject to authorization by an officer/s of the Bank and therefore may not be immediately and automatically effected and I further agree that the Bank has the right to allow or disallow such requests at the discretion of the Bank with or without prior notice to me.
- i. I agree that when the Bank makes a payment on my behalf the Bank is not acting as my agent or agent of the party to whom that payment is directed.
- j. I agree and authorize the Bank at its discretion to record by whatever means the transactions that I effect using NSB Internet Banking Facility and that such records may be used by the Bank for the purpose of, amongst other things, establishing or verifying that a particular transaction was affected through the use of User IDs and passwords, provided to me.
- k. I accept the Bank's records and statements of all transactions processed by the use of NSB Internet Banking Facility as conclusive and binding on me all purposes.
- l. I agree that in the event the account pertaining to the NSB Internet Banking Facility is a joint account that I shall be jointly severally liable for all transactions arising from the use thereof.

2 Responsibilities for Security

- a. I agree to duly acknowledge receipt of my Password Mailer as per the method set out in the Application form as per the requirement of the Bank. I also agree that the Bank has a right to retain my NSB Internet Banking Facility User ID in disabled status until proper acknowledgement is received from me by the Bank.

- b. I am aware that it is my responsibility to obtain and maintain any equipment which may be necessary for the use of NSB Internet Banking Facility in proper working condition with adequate safeguards against malicious threat to such equipment or to NSB Internet Banking Facility.
- c. I undertake not to access NSB Internet Banking Facility using defective or insecure equipment or by any manner which might adversely affect the NSB Internet Banking Facility.
- d. I do hereby agree to change the password assigned to me on first accessing the NSB Internet Banking Facility and thereafter at the end of every 03 month period.
- e. I will set up and maintain adequate measures to safeguard the NSB Internet Banking Facility (including all information and data related to payment beneficiaries) from disclosure to and from access or use by, anyone who is not authorized to do so.
- f. I undertake that I shall inform the Bank immediately if I am aware of any unauthorized use of the User ID and passwords by anyone.

3 Copyright , Proprietary right and Allied rights

- a. I agree that the NSB Internet Banking Facility will be the property at the Bank at all times. and I will not obtain any rights to the same.
- b. I shall not copy any information, techniques, designs and or data relating to NSB Internet Banking Facility.

4 Confidentiality

- a. I shall keep my User ID and password strictly confidential and undertake not to disclose the same to any person/s at any time or under any circumstances.
- b. I shall keep all information, techniques and designs relating to NSB Internet Banking Facility completely confidential. I also shall not disclose any of them to any other party. My obligations in connection with confidentiality will continue indefinitely and they will not terminate with the expiry or termination of this Agreement.

5 Charges and Payments

- a. I do hereby authorize the Bank to debit my account/s with all charges relating to transactions using NSB Internet Banking Facility and also with any other liabilities such as legal fees, or statutory charges if any, in connection with the NSB Internet Banking Facility.

- b. I agree that the Bank is entitled to revise the charges for NSB Internet Banking Facility at any time without any prior notice.

6 Liabilities for Loss, Delay etc.

- a. I shall not hold the Bank liable for any loss due to the use of the User ID and password/s issued to me or any substitute thereon used without any authority.
- b. The Bank shall not be responsible for any loss or damage nor for any loss of profits, loss of contracts, financial losses, loss of data, loss of goodwill incurred or suffered by me as a result of non acceptance of and/or not adherence to instructions given on NSB Internet Banking Facility for any reason whatsoever.

- 7** I agree that in case of payments made for goods or services offered by third parties, the Bank cannot and will not undertake any responsibility or liability on the quality, on the time delivery or the availability of goods or services, whatsoever offered.

8 Revision of Terms and Conditions

- a. The Bank shall at any time have the right to amend, supplement vary or revise any of these terms and conditions at its absolute discretion with or without notice to me and such amendment, supplement or revision shall be binding on me.
- b. The Bank shall determine the privileges attached to the use of this NSB Internet Banking Facility and shall have absolute discretion to change, vary, add or amend these privileges attached thereon from time to time as the Bank may deems fit.
- c. The Bank shall attach or detach any accounts opened in my name subsequently to this application. I also agree, understand and acknowledge that such attachment or detachment can be, due to, prevailing rules and regulations of the Bank.
- d. The Bank may shall from time to time introduce new services/facilities/options into the NSB Internet Banking Facility, and I do hereby agree to be abide by the terms and conditions applicable to such newly added services, facilities, options.
- e. In the event the Bank requires me to register for a specific service provided by NSB Internet Banking Facility. I undertake to adhere to such request for registration to avail such service and such subsequent registration becomes an integral part of this agreement.

- f. The Bank shall have the full discretion to cancel, withdraw or renew the NSB Internet Banking Facility without any prior notice or any reasons given to me. In the event that I decide to terminate the use of NSB Internet Banking Facility I shall give not less than 07 days prior notice in writing and forthwith return any document relating to NSB Internet Banking Facility which are given to me by the Bank, and obtain a valid receipt for same.

9 Indemnity

I do hereby agree and irrevocably hold the Bank indemnified and save harmless against any losses, charges, suites, claims, expenses and damages that the Bank shall or may be caused, sustained, incurred or suffered by reasons of my using NSB Internet Banking Facility in any manner whatsoever and or any loss and/or misdirection of data in transit electronically and by reasons of the Bank generating and/or issuing and/or dispatching the original password/s according to my requests and/or subsequent passwords to my user ID, at my written request and/or any substitution effected by me.

10. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Sri Lanka.

I certify that I have read and understood the above terms and conditions and the indemnity and agree to be bound by them at all times.

Signature

Date

**National Savings Bank
Savings House
255 Galle Road
Colombo 3**

www.nsb.lk