NDB bank
The future is banking on us

SMS ALERT SERVICE - TERMS AND CONDITIONS

The use of SMS Alert Service (Service) made available by the National Development Bank PLC (Bank/NDB) to its Customers who have registered for the Service shall at all times be governed by the following terms and conditions (Terms and Conditions). By registering for the Service, the Customer agrees to have been explained, understood, accepted and abide by all the Terms and Conditions governing the SMS Alert Service of the Bank.

Please read these Terms and Conditions before using these Service.

The SMS Alert Service is a service offered by the Bank with the help of which the Customer shall be informed in real time about the transactions performed in connection with the selected accounts maintained by the Customer with the Bank.

1. REGISTRATION OF CUSTOMERS TO USE SMS ALERTS SERVICE

1.1 Registration for the Service shall be done either at a branch of the Bank or through the NDB Call Center or via the Bank's mobile/online banking channels. In the case of a registration done through the NDB Call Center, the welcome SMS will contain a link to the SMS Alerts Terms and Conditions published on the Bank's website. The Customer is deemed to have accepted the Terms and Conditions published on the website unless the Customer calls the Call Center to express his/her disagreement to same, and thereby deactivate the Service.

1.2 The applicable Bank charges for the SMS Alert facility shall be as set out in the Tariff Schedule published in the NDB website and the Bank shall debit the subscription fee of the SMS Alert service for banking account transactions from an account of the Customer on a frequency as decided by the Bank.

2 USE OF THE MOBILE DEVICE

2.1 The Customer shall use only his/her mobile phone, the number of which has been informed to the Bank to access the Service (Designated Mobile Phone). The Customer shall keep the sim card and the mobile phone in his /her possession at all times. The Customer shall be solely responsible for the consequences in case the Customer fails to adhere to the rules of the Bank.

2.2 The Service will be available to the Customers only if he/she is within the cellular service range of the particular cellular service provider or within such area, which forms part of the roaming network of such cellular service provider providing Service to the Customer.

3 TRANSACTION INFORMATION

3.1 SMS alerts will be sent to the Customer based on a minimum transaction threshold as decided by the Bank for each product that might be changed at the Bank's discretion, from time to time. However, Customer can request SMS Alerts for a different threshold/s within the aforementioned threshold limits, decided by the Bank.

3.2 In the event the Customer does not wish to receive SMS alerts for transactions generated from the Bank (e.g. crediting of interest, deduction of WHT, etc.) during a specific time of the day the Customer may request the Bank to activate a 'Do Not Disturb' (DND) setting. Notwithstanding same the Customer will continue to receive alerts for transactions that he/she initiates during this period (e.g. bill payments).

3.3 All transactions arising out of the use of the Service in relation to a joint account shall be binding on all joint account holders.

3.4 The Bank reserves the right to decide on the Service to be offered through the SMS Alert Service to Customers.

3.5 The Customer shall ensure that his/her designated mobile phone number has the roaming service in order to be able to receive the Service while he/she is abroad.

3.6 In the event if there is a cost of roaming service for SMS messages to the designated mobile phone number outside Sri Lanka, same will be charged to the Customer by the local mobile operator according to its tariff without the Bank interference.

4 SECURITY OF TRANSACTIONS

4.1 The Customer shall be solely responsible for all the transactions and consequences arising out of the messages emanating from the Designated Mobile Phone. The Bank shall not assume any responsibility for unauthorized messages sent by any third party without the authority of the Bank.

4.2 The Bank should be notified by the Customer of any changes to information provided to the Bank related to or for the purposes of the Service including the details of the Customer's designated mobile phone number.

4.3 The Customer shall immediately notify the Bank of any unauthorized transaction/s effected through electronic payment instruments/ mechanisms and shall request the Bank to block particular payment instrument/mechanism immediately.

5 LIABILITY AND INDEMNITY

5.1 The Bank shall not assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error in such information. In particular, the Bank shall not assume any liability or responsibility for the consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Customer's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. None of the telecommunications companies designated by the Bank are its agents or its representatives and there is no co-operation, partnership, joint venture or other relationship between the Bank and any of such companies.

5.2 The Customer shall indemnify and hold the Bank harmless against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of the Bank agreeing to provide the Service to the Customer.

5.3 The Bank shall not be liable for any losses or damages caused;

(a) by the disclosure of confidential information by the customer

(b) by the disclosure of information through the Designated Mobile Phone number where such designated mobile phone is in another person's possession; or

(c) to the Customer data, designated mobile phone, telecommunications equipment or other equipment, in each case caused by the Customer's use of the Service.

5.4 The Bank shall not under any circumstance be liable for any loss or damage incurred by the Customer in the event a SMS alert is not received by the Customer due to the Customer not activating roaming service and/or the SMS alert has been blocked due to the laws and regulations applicable to the country in which the Customer is located.

5.5 The Customer shall promptly inform the Bank of any loss or theft of the Customer's mobile device Subscriber Identity Module (SIM) card where the Customer's Designated Mobile Number is installed, by calling NDB Call Center on +94 112 448888 which is available 24 x 7, and request to deactivate the Service. The Bank shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the Service to the Designated Mobile Phone number prior to receipt of any notification to the Bank of loss or theft of the Customer's mobile device / SIM card where the Customer's Designated Mobile Phone number is installed.

6 TERMINATION OF THE SERVICE

6.1 The Bank may suspend or terminate the Service with notice to the Customer for any reason whatsoever, including, without limitation, invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(s) concerned in relation to their network or by any service provider in respect of the SMS Alert Service or if the Customer has breached these Terms and Conditions or any information of death, bankruptcy or lack of legal capacity of the Customer is brought to the notice of the Bank. The Bank will not assume any liability or responsibility for any such suspension or termination.

6.2 The Service may be terminated at any time upon a request of the Customer to the Bank by calling NDB Call Center. Any such termination shall be effective immediately.

6.3 If the Bank is not able to recover the fees for a continuous period of time as may be decided by the Bank, the Bank has the right to de-activate the Service with notice to the Customer.

7. AMENDMENTS TO THE TERMS AND CONDITIONS

7.1 The Bank shall have the absolute discretion to determine or specify the scope and features of the Service. The Bank may, at its discretion, amend and modify, at any time, the foregoing Terms and Conditions governing the Services or introduce new terms and conditions. Any such variations or amendments shall become effective immediately on being practiced and the Customer agrees and shall be deemed to have accepted the changed terms and conditions. Non receipt of any notification, or failure to receive the notification, if any, by the customer in this regard will not exempt from such amendments and modifications.

7.2 The Customer hereby agrees that, the Bank shall at any time be entitled to amend, supplement or vary any of these Terms and Conditions, with notice to Customers, at its absolute discretion and such amendment, supplement or variation shall be binding on the Customer. The updated version(s) of the Terms and Conditions shall be notified to the Customer via SMS, by being made available on the Bank's corporate website.

8 COMMUNICATION

Any notice from the Bank to the Customer may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, electronic communications such as email, making available on the Bank's website or via the SMS Alert Service. Any notice from the Customer to the Bank shall be in writing and to be delivered to any of our branches or by contacting the NDB Call Center unless otherwise indicated in these Terms and Conditions.

9 INQUIRIES AND COMPLAINTS

In the event the Customer has any complaint or inquiry regarding the usage of SMS Alerts service, the Customer shall call the Bank's 24 hour call center on 0094 112 448888, or visit a branch of the Bank. If the complaint is not resolved, the Customer may seek recourse through the Financial Ombudsman or Central Bank of Sri Lanka.

10 CUSTOMER'S DECLARATION

10.1 In consideration of NATIONAL DEVELOPMENT BANK PLC (hereinafter referred to as "the Bank") agreeing to accept my request for providing me with the SMS Alerts facility, I hereby agree that these Terms and Conditions have been explained, understood and accepted by me. I agree to abide by all the Terms and Conditions governing the SMS Alerts facility of the Bank. I declare that I shall fully accept the risks if I do not adhere to the security and safety instructions given by the Bank. I also agree to keep the Bank indemnified against all actions, proceedings, liabilities, claims, cases, damages, costs and expenses in relation to or arising out of accepting my request by the Bank. I assure that I shall inform the Bank promptly in the event of any loss or theft of my mobile device / SIM card where my designated mobile phone number is installed.

10.2 I authorize the Bank to respond and provide if it shall so choose to any and all inquiries received from any other banks, Credit Information Bureau (CRIB) or any other authority legally authorized to obtain information concerning the Account(s) without reference to me. For the avoidance of doubt any such response may include a Bank reference.

10.3 I hereby confirm that I have read, understood and agree to be bound by the above Terms and Conditions relating to SMS Alerts service.

Individual customer

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Name	NIC

NDB bank
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Signature Date

Corporate customer

(As per Articles of Association)

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Designation Designation

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Company seal (if available) Date