

These Terms and Conditions ("Terms and Conditions") shall apply to each and every transaction effected through the mobile banking services (hereinafter referred to as "Neos BIZ") offered by the National Development Bank PLC ("Bank").

In consideration of the Bank facilitating transactions through the Neos BIZ, I/we agree to be bound by these Terms and Conditions.

1. Definitions:-

In these Terms and Conditions except to the extent that the context requires otherwise:

"Bank" shall mean the National Development Bank PLC and its successors and assigns.

"Designated e-mail" means email address of the Customer, stated in the Application and the Board Resolution (as applicable) (which should tally with the Customer's email address already available in the Bank's system)

"Accounts" means the accounts as listed in the Application or as otherwise agreed to in writing between the Bank and the Customer in respect of which these Terms and Conditions shall apply.

"Advice" means any advice, confirmation, instruction or other transmission in relation to Neos BIZ received by the Customer or any Authorized User from the Bank through the Mobile Banking Application or otherwise in such form or format as may from time to time be determined by the Bank.

"Application" means the Neos BIZ Mobile Banking Application Form together with these Terms and Conditions agreed to by the Customer.

"Authorized User/s" shall mean the individuals authorized by the Customer to access and use the Mobile Banking Application on his/her/their/its behalf.

"Biometrics" shall mean face identity and finger print identity which the Authorized User may at his/her option use at the time of login in to the Mobile Banking Application.

"Biometric Login" shall mean a service where any Authorized User may use his/her face identification or fingerprint registered on a Designated Equipment in lieu of the Bank mobile banking password as a security code to confirm the Authorized User's identity to access the Bank's Mobile Banking Application.

"Board Resolution" means the resolution/s duly passed by the Board of Directors/Members (as applicable) of the Customer for the purpose of obtaining the Neos BIZ services from the Bank.

"Customer" means the customers of the Bank using Neos BIZ services provided by the Bank and for the purposes of this Terms and Conditions will include the Authorized User/s appointed by the Customer where applicable.

"Designated Equipment" means the compatible mobile devices and associated equipment on which the Authorized User register and engage in Neos BIZ activities.

"Instructions" means any instruction, data or other transmission in relation to an Account or Accounts received by the Bank from any Authorized User through the Mobile Banking Application or otherwise in accordance with these Terms and Conditions and in such form or format as may from time to time be agreed on by the Bank and the Customer.

"Primary Account" means a specific account mentioned in the application that is maintained with the Bank which shall be designated by the Customer

"Intellectual Property Right" means any copyright, patent, trade mark (whether registered or

unregistered), service mark, trade or business name, database right, design right (whether registered or unregistered), right to use computer software, topography right, trade secret and all other similar rights anywhere in the world.

“Mobile Banking Application/ Neos BIZ” shall mean an application made available by the Bank for the purpose of engaging in transactions via a mobile device.

“Mobile Banking” shall mean authenticating and/or engaging in banking transactions via a mobile app installed on a mobile device as may be decided by the Bank from time to time by the use of a username and Password or by using Biometrics.

“NEOS Pay” shall mean a QR Code based payment solution that can be used by Customers for performing payments to merchant via his/her/their/its accounts held with the Bank, subject however in the event of Authorized User/s being able to transact within the limits pre-assigned to them by the Customer as stated in the Application.

“OTP” shall mean one time password generated by the Bank.

“Password” shall mean the password originally sent by the Bank through SMS to the mobile number (specified by the Customer in the Application) of each Authorized User or the password subsequently set by the Authorized User.

“QR Code” shall mean quick response code provided by the merchants.

“Service Provider” shall mean any third party utility provider, such as telecommunications providers, insurance companies, water supply companies and electricity supply companies, etc.

"Working Day" means a day on which licensed commercial banks in Sri Lanka are open for business.

“User ID” shall mean the distinctive user identification created by the Bank for every Authorized User and will be emailed to the Customer’s email address already available with the Bank. It will be the responsibility of the Customer to inform the respective User ID to the respective Authorized User/s (as applicable)

2. Right to Use the Mobile Banking Application and Intellectual Property Rights

2.1 The Bank grants to the Customer a non-exclusive right to use the Mobile Banking Application in accordance with the terms of these Terms and Conditions

2.2 No title to, or ownership interest or Intellectual Property Right in, the Mobile Banking Application, or related material is granted to the Customer or shall be acquired by the Customer.

2.3 The Customer shall obtain and maintain all appropriate governmental, regulatory and other applicable licenses, permits and consents required under all applicable laws and directives related to the Mobile Banking Application, including without limitation to those relating to encryption of information and to exchange controls.

3. Registration of Customers/Authorized User/s in the Mobile Banking Application

3.1 Registration of the Customers and the Authorized User/s to the Mobile Banking Application will be completed by the Bank based on the details indicated by the Customer in the Application including the transactions limits to be assigned to the Authorized users and the corresponding Board Resolution (where applicable).

3.2 The Customer shall undertake to provide accurate and complete information to the Bank for or in connection with the registration for Neos BIZ and the performance of transactions on Neos BIZ. The Customer shall immediately bring to the notice of the Bank any error, discrepancy or omission noted by the Customer.

3.3 Upon completion of the registration of the Customers/Authorized User/s in the Mobile Banking Application, the Bank will create the User IDs for the respective Authorized User/s and inform the said User IDs to the Customer by way of an email to the Designated email address of the Customer, stated in the Application and the Board Resolution (as applicable) (which should tally with the Customer's email address already available with the Bank). Further it will be the responsibility of the Customer to inform the User ID to the respective Authorized User/s, as applicable.

3.4 Thereafter the Bank shall communicate the Password to the respective Authorized User/s via a SMS to their respective mobile number/s as provided for in the Application

3.5 On completion of registration by the Bank as aforesaid, the Authorized User/s shall download the Neos BIZ through his/her Designated Equipment which will get registered with the Bank at the first login. The Authorized User/s shall consent to and accept these Terms and Conditions at their first login to the Neos BIZ and such acceptance by the Authorized User/s shall deem to be an "electronic signature" in terms of the Electronics Transactions Act No. 19 of 2006 (as amended) (ETA) and shall constitute a valid and binding contract between the Bank and the Authorized User/s in terms of Section 11 read together with Section 17 of the ETA.

3.6 The Bank shall, attach or detach any Account/s opened in the name of the Customer and add or remove Authorized Users, by using "Neos Biz Mobile Banking Account and User Addition/Deletion Form" subsequent to the Application. The Customer agrees and acknowledges that such attachments or detachments may be due to prevailing rules and regulations of the Bank.

3.7 In the event any immediate suspension of Authorized Users are required, due to removal from employment etc, the Customer shall immediately inform the Bank of the same, so that the Bank could effect a temporary suspension of the identified Authorized Users until the permanent suspension is requested for by the Customer as stated in clause 3.6 above. Further nothing stated above will prevent the Bank from temporarily suspending the access of the Authorized User/s in the Neos BIZ upon receiving reasonable notification from the Customer to the Bank to do so and /or the Bank has reasonable grounds to believe that continuation of the same will be detrimental for the Customer. However the Bank is not to be held liable for any lapses in effecting the said temporary suspensions due to any reason and the Customer shall indemnify the Bank of any losses incurred by the Bank in that regard.

4. Transaction Instructions and Messages via Mobile Banking

4.1 The login to the Mobile Banking Application is permitted either by way of entering the Password or a method of Biometrics, which the Authorized User/s may decide at his/her own discretion.

4.2 The Customer hereby authorizes the Bank to accept or act upon all Instructions or messages which purport to come from the Authorized User/s and are received by the Bank through Neos BIZ.

4.3 The Customer hereby authorizes the Bank to share the Customer's/ Authorized User/s details that are required to process a transaction with any third party Service Provider.

4.4 The Customer shall accept electronic messages exchanged via Neos BIZ as conclusive and binding on the Customer.

4.5 The Customer shall accept full responsibility for all transactions processed or effected by the use of Neos BIZ howsoever effected.

- 4.6 The Customer acknowledges that upon registering for the Neos BIZ, the designated Accounts maintained by him/her/it will be connected to the Mobile Banking Application.
- 4.7 The Customer shall designate one of his/her/their/its Accounts maintained with the Bank as the Primary Account, by specifically mentioning same in the Application.
- 4.8 The Customer/Authorized User/s shall not attempt to effect transactions through Neos BIZ unless sufficient funds inclusive of other charges associated with the transaction as indicated below, under clause 7 (Charges and Payments), are available in the Customer's designated Primary Account or any other Account(s). The Customer shall further agree that the Bank is under no obligation to process any payment Instructions of the Customer unless there are sufficient funds to meet such Instructions together with other charges mentioned above under clause 7 at the time of receipt nor is the Bank required to give the Customer notice of non-payment in such an event.
- 4.9 The Customer shall agree that the Customer's requests/Instructions warranting authorization by an officer/s of the Bank may not be effected immediately or automatically and that the Bank reserves the right to allow or disallow such Instructions at its sole discretion with or without notice to the Customer.
- 4.10 The Customer agrees that when making a payment on behalf of the Customer, the Bank neither acts as an agent of the Customer nor an agent of the third party to whom payment is directed.
- 4.11 The Customer hereby authorizes the Bank to maintain logs of user activity and the transactions effected by the Customer via Neos BIZ, using whatever means and to use such records for the purpose of establishing or verifying that a particular transaction/activity was effected through the use of the User ID and Password.
- 4.12 The Customer hereby agrees that Neos BIZ shall not be available to settle urgent payments such as settling of red notices.
- 4.13 The Customer shall accept the Bank's records and statements of all transactions processed through Neos BIZ as conclusive and binding on the Customer for all purposes. The Customer agrees not to object to the admission of such records and statements as evidence in legal proceedings by reason only that they are not original, not written, are hearsay, and/or are produced by a computer/electronically.
- 4.14 The Customer shall accept that the value date of transactions carried out through Neos BIZ or any other channel after the Bank's cut off times (as decided by the bank from time to time) shall be the following day.

5. Neos Pay Facility

- 5.1 The Customer shall agree that the Bank is not responsible for the transactions effected through the Neos BIZ by use of the NEOS Pay Facility.
- 5.2 The Customer further agrees and acknowledges that the Bank has no obligation or responsibility with regard to the accuracy of the information derived from the QR Code provided by the merchants.
- 5.3 The Customer agrees that any complaints pertaining to NEOS Pay Facility shall be handled as per the complaint procedure more fully stated in clause 16 below.

6. Security of Transactions

- 6.1 The Customer agrees to procure and maintain (and cause to be procured and maintained as applicable) the Designated Equipment/s necessary for use of Neos BIZ in proper working order with adequate safeguards against malicious threats to Neos BIZ and

undertake not to use faulty, defective or insecure device and/or software to access Neos BIZ or to use Neos BIZ in any harmful manner to the Bank.

6.2 The Customer hereby acknowledges and agrees that the Mobile Banking Application can be accessed either through Biometrics or with the use of a User ID and a Password.

6.3 The Customer further agrees and understands that enabling of login into the Mobile Banking Application through Biometrics will also enable any third party whose Biometrics are also registered with the same device to access the Mobile Banking Application.

6.4 The Customer hereby agrees to change the Password immediately after the initial accessing of the Mobile Banking Application and thereafter at regular intervals, as stipulated by the Bank. The Customer shall procure that each Password is known only to its Authorized User and is not maintained in any written form and that the Authorized Users take all reasonable measures to ensure security of the same.

6.5 The Customer shall set up and maintain adequate measures (including all data and information regarding transactions) to safeguard Neos BIZ from disclosure to or from access or use by any unauthorized person/s.

6.6 The Customer shall inform the Bank immediately if the Customer becomes aware of any act or attempt of unauthorized use of the User ID and Password by anyone or any act or attempt of unauthorized access to the Mobile Banking Application through Biometrics of a third party.

6.7 The Customer hereby undertakes to keep/cause to be kept in terms of the Authorized User/s, the User ID and Password thereof in strict confidentiality and not to reveal it or leave any room for any person to have access to it at any time under any circumstances. The Customer further agrees to ensure strict confidentiality of all transactions carried out through Neos BIZ at all times.

6.8 The Customer shall notify the Bank immediately by telephone followed by an e-mail or by a letter sent through registered cover if the Customer has any grounds for believing that the Mobile Banking Application, User ID, Password, the Designated Equipment or other authentication procedure has or may have been compromised, or misused, or knowledge thereof has or may have been acquired by anybody other than the relevant Authorized User or one of the Bank's authorized employees; there has been any failure to receive or delay in receiving any Instructions or any financial information or any payment to be made pursuant to an Instruction; or there has been any known or suspected error or fraud in or affecting the sending or receiving of any financial information, information relating to an Instruction or payment, or any programming error or defect or corruption of any Instruction, or any breach or potential breach of any security provisions in these Terms and Conditions.

6.9 Upon the occurrence of any of the events in 5.8 aforesaid, the Customer shall use his/her/their/its best efforts to comply with the Bank's instructions in enacting remedial measures. Immediately upon becoming aware of a breach of security involving a User ID, Password, the Customer shall delete or cause to be deleted such, User ID, Password from the Mobile Banking Application and upon receiving proper notification the Bank shall take reasonable steps to ensure that the Mobile Banking Application cannot be accessed by that Password. The Customer shall be liable for any amount lost or claimed arising out of or in connection with such a breach of security

6.10 The Customer shall procure that all Authorized Users review, understand and comply with these Terms and Conditions including and without limitation to the security provisions therein.

7. Use of Biometrics

7.1 The Customer hereby agrees that the use of the Biometrics to log into the Mobile Banking Application shall be permitted only if the Biometrics of the Authorized User is registered to the Designated Equipment. As such the Customer shall ensure that the Authorized User/s is the only person whose Biometric has been registered to the Designated Equipment.

7.2 The Customer shall ensure the Biometric credentials stored on the Authorized User's mobile device/ Designated Equipment is his/her own and will ensure that the Biometric credentials of any third party are not stored on the Authorized User/s Designated Equipment and that the Authorized User/s shall use only his /her own Biometric credentials to log into the Mobile Banking Application. The Customer further understands and acknowledges the risks associated with storing third party Biometrics in the Designated Equipment and the security of transaction can therefore be compromised.

7.3 The Customer agrees that the Authorized User/s shall not use facial recognition for authentication purpose if the Authorized User has an identical sibling, in which case the Authorized User shall use a Password instead of Biometrics to log on to the Mobile Banking Application.

7.4 The Customer agrees that the Customer/ Authorized User/s shall not take any action to disable any function provided by, and/or agree to any settings of, Authorized User/s' Designated Equipment that would otherwise compromise the security of the use of the Authorized User/s Biometric credentials for authentication purposes (e.g. disabling "attention-aware" for facial recognition).

7.5 In the event the security of the Authorized User/s face / fingerprint identification or other security code has been compromised, the Customer or the Authorized User through the Customer shall immediately inform the Bank in which event the Bank will deactivate the User ID. In the event the Customer wishes to re-activate the User ID, the Customer shall submit a written request to the nearest Bank branch.

7.6 The Customer shall acknowledge and agree that, for the purposes of the Biometric Login , the Mobile Banking Application will be accessing the face / fingerprint identification registered in the Authorized User/s' Designated Equipment, and the Customer shall consent to the Bank accessing and using such information for the provision of the Biometric Login.

7.7 The Customer hereby acknowledges the need to protect the Authorized User/s' Designated Equipment and shall be responsible for all use of the Authorized User/s' Designated Equipment (whether authorized by the Customer/Authorized User or otherwise) to access the Biometric Login.

7.8 In addition to and without subtracting the disclaimers and exclusions of liability in the these Terms and Conditions, the Customer hereby acknowledges that the face / fingerprint authentication module of the Designated Equipment is not provided by the Bank, and the Bank makes no representation or warranty as to the security of the face / fingerprint authentication function of any Designated Equipment and whether it works in the way that the manufacturer of the device represents.

7.9 The Bank does not represent or warrant that the Biometric Login will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that the Bank may offer from time to time .

7.10 Unless the applicable laws prohibits the Bank from excluding or limiting the Bank's liability, the Bank is not liable for any loss incurred by the Customer in connection with the use or attempted use of the Biometric Login , or the Instructions of the Customer/Authorized User,

or any unauthorized transactions through or in connection with the Biometric Login .

7.11 The Customer shall indemnify the Bank from all loss which the Bank may incur in connection with any improper use of the Biometric Login.

8. Charges and Payments

The Customer hereby consents that, the Bank reserves the right to charge a fee relating to the transactions made through Neos BIZ and other costs inclusive of the convenience fees, legal charges and statutory charges, if any, relating to the use of Neos BIZ as decided by the Bank at the rates as determined by the Bank and posted on the Bank's official website/Bank's tariff schedule published on the Bank's official website. The Customer hereby authorizes the Bank to debit the Customer's designated Primary Account or in the event such Primary Account is closed, dormant, not available due to operating instructions or has insufficient funds, debit any other Account(s), which has sufficient funds, with the charges aforesaid.

9. Personal Data

Where required by any law or Directive, the Customer shall obtain (and maintain) written consent and all other necessary approvals, licences and permits from all relevant Authorized Users, payees, other third parties, governmental agencies and regulatory authorities to any use or matching of personal data and to the international transfer of personal data by the Bank or any of its employees, whether in relation to the Mobile Banking Application or otherwise. The Customer shall provide to the Bank upon request originals, copies or other evidence of such consents, approvals, licences and permits as the Bank may reasonably require.

10. Authorization and Execution of Instructions

10.1 The Bank shall be deemed to have received an Instruction only when receipt of such Instruction is acknowledged by the Mobile Banking Application. However, this clause does not affect the Bank's discretion under Clause 10.5 to not carry out Instructions.

10.2 The Bank may rely conclusively on a Password and/or Biometric login as sufficient proof of the authenticity of a related Instruction.

10.3 Without prejudice to the provisions set forth in Clauses 10.1 and 10.2 above, the Bank may rely conclusively on the authenticity and due authorization of any Instructions or other communications reaching the Bank through the Mobile Banking Application, in the manner provided for in these Terms and Conditions and the Bank is duly authorized by the Customer to execute those Instructions and/or other communications.

10.4 The Bank may use correspondents, intermediaries and other third parties, and may select and use communications and data transmission systems and Service Providers, in effecting Instructions and otherwise performing its obligations under these Terms and Conditions and any other terms and conditions with the Customer. The Bank's rights under this clause shall be in addition to, and not in derogation of, any other such rights which the Bank may have under any other terms and conditions or otherwise.

10.5 In circumstances where the Bank, acting reasonably, considers it necessary or advisable, the Bank may not carry out or otherwise act upon any or all of the Instructions however with notice to the Authorized Users.

11. Performance of Mobile Banking Application, Maintenance and Access

11.1 The Bank does not warrant that the Mobile Banking Application is or will be error free,

free from breakdown, or suitable for the specific purposes or results the Customer envisages, nor that the use of the Mobile Banking Application shall be uninterrupted. The Customer hereby waives any warranties not provided in these Terms and Conditions, including, without limitation, warranties as to ownership, fitness for purpose and performance.

11.2 The Bank shall take all reasonable measures to update and maintain the Mobile Banking Application (including interrupting or suspending the operation of the Mobile Banking Application or any component thereof if necessary) so as to ensure that it substantially complies with the performance levels contemplated in these Terms and Conditions. The Customer shall cooperate fully with the Bank in such updating and maintenance and the timing thereof shall be in the Bank's sole discretion.

11.3 The Customer shall be responsible for recording and backing up any information or data entered into, or transmitted through, the Mobile Banking Application by it, although the Bank will provide all reasonable assistance to the Customer to enable it to maintain, and restore if necessary, the Customer's records.

12. Liability and Indemnity

12.1 The Customer shall absolve the Bank of any loss or liability incurred or settled by the use of User IDs and Password issued to the Customer/ Authorized User/s or substituted by the Customer/ Authorized User/s, with or without the Customer's knowledge.

12.2 The Customer shall not hold the Bank responsible for any loss, damage or liability incurred or suffered by the Customer as a result of non-acceptance of and/or non-adherence to any Instructions given on Neos BIZ for any reason whatsoever.

12.3 The Customer shall agree that in case of payments made through Neos BIZ by the Customer/ Authorized User/s in respect of contracts of sale or supply of services with third parties, the Customer shall not hold the Bank responsible in any manner whatsoever for any lapses/failures on the part of the third parties in meeting their obligations.

12.4 The Customer shall agree that any payments done by the Customer/ Authorized User/s in respect of any goods or services will be updated latest by the end of the following working day and the Customer shall not hold the Bank liable for late updates caused by delays of the Service Provider.

12.5 the Customer shall irrevocably indemnify the Bank against all actions, damages, losses, costs, expenses, claims, liabilities or demands (including all legal and other costs, charges and expenses) which may at any time or from time to time be prosecuted, suffered, incurred, made or preferred by any persons in respect of the loss of the Designated Equipment.

12.6 The Customer acknowledges that the Bank will take reasonable steps to ensure that its systems in connection with the Neos BIZ have adequate security designs and controls to manage the risks in operating the system taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices what may be applicable to the Bank from time to time.

12.7 The Customer agrees that in no event the Bank or any Service Provider shall be liable to the Customer for any incidental, indirect, special, consequential or exemplary damages including without limitation any loss of revenue, profits or savings.

12.8 Unless due to the gross negligence or willful default of the Bank, the Bank or any of its employees shall not assume any liability or responsibility to the Customer for the consequences arising from or in connection with:

(i) the use of the Neos BIZ and / or access to any information as a result of such use by the

Customer/ Authorized User/s or any other person whether or not authorized,

(ii) any information, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Neos BIZ , in transmitting instruction or information relating to such services or in connecting with the internet site(s) caused by any acts, omission or circumstances beyond the reasonable control of the Bank including without limitation, failure of any communication network, act or omission of any third party Service Providers, mechanical failure, power failure, malfunction, breakdown or inadequacy of equipment, installation or facilities or any law, rules, regulation, codes, directions, regulatory guidelines or Government directives (whether or not having the force of law) and

(iii) transmission and / or storage of any information and / or transactions relating to the Customer, the services and / or transactions or dealings conducted by the Customer/ Authorized User/s pursuant to the use of the Neos BIZ through or in any system, equipment or instrument of any communication network provider.

12.9 The Customer agrees that the Customer shall be fully liable and responsible for all consequences arising from or in connection with the registration, login and use of the Neos BIZ and / or access to any information or report or any other information as a result of such use by the Customer/ Authorized User/s or any other person whether or not authorized and shall indemnify the Service Providers and their respective officers and employees against all liabilities, claims, demand, losses, damages, cash, charges and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection thereof.

12.10 Subject to Clause 3.2 the Customer shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of the Neos BIZ as a result of a missed or misdirected payment caused by the gross negligence or willful default of the Bank or its employees.

12.11 The Customer shall indemnify the Bank, its employees or Service Providers and their respective officers and employees against all liabilities, claims, demand, losses, damages, cash, charges and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Neos BIZ , or any information or report/s provided thereunder or in the exercise or preservation of the Bank's powers and rights under these terms in the absence of any gross negligence, fraud or willful default on the part of the Bank or its employees.

12.12 The Customer agrees and acknowledges that the Customer is fully aware of the consequences that may arise due to the use of Neos BIZ by using common User IDs and Password that are being used on any electronic media for example personal email addresses, social networks etc. and will take appropriate precautionary measures to avoid such situations and will not hold the Bank responsible for any User IDs / Password thefts.

12.13 The Customer acknowledges that except to the extent these Terms and Conditions provides otherwise, the Bank shall not be liable, (whether in contract or in tort for negligence or otherwise), for or in respect of any loss howsoever in respect of the Mobile Banking Application which is caused directly or indirectly by the Customer, Authorized Users, or the Customer's officers, employees or agents using Neos BIZ in any manner whatsoever and against any loss and/or misdirection of data in transit electronically and by reasons of the Bank generating and issuing the original password/s and/or subsequent passwords to the Customer or Authorized Users upon a written request

13. Termination

Notwithstanding anything else contained in these Terms and Conditions,

13.1 In the event the Customer decides to terminate the use of Neos BIZ the Customer shall inform such decision to the Bank and submit to the nearest Bank's branch a written request regarding the same.

13.2 The Bank shall at its absolute discretion cancel, withdraw or renew Neos BIZ with prior notice to the Customer

13.3 The Customer agrees that the Bank has the right to deactivate the Customer's/Authorized User/s User ID and delete the Customer's profile from the Neos BIZ, with prior notice via email;

- (i) if the convenience fee is not paid / adequate funds are not available in the Accounts for the recovery of same by the Bank for a consecutive period of time as may be decided by the Bank.
- (ii) if it becomes contrary to any applicable law, directive, regulation, request, requirement, rule, restraint programme, policy, guideline or notice of any agency, of any state or of any self-regulating organisation (whether or not having the force of law but, if not having the force of law, only if compliance with the directive is in accordance with the general practice of persons or entities to whom the directive is intended to apply) in any case of any jurisdiction wheresoever for the Bank or the Customer to perform or comply with its obligations under these Terms and Conditions;
- (iii) following the closure of all the Accounts.

14. Amendment

14.1 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 made available on the Bank's official website.

14.2 The Bank shall determine the privileges attached to the use of Neos BIZ and shall have absolute discretion to change vary, add or amend these privileges and conditions attached thereto, from time to time as the Bank deems fit, with suitable notice to the Customer.

14.3 The use of Neos BIZ shall be subject to the Banks' prevailing articles, conditions, rules, regulations and any terms and conditions governing all services, facilities and transactions covered by Neos BIZ or otherwise.

15. Miscellaneous

15.1 Notice of Breach and Intellectual Property Infringement: The Customer shall inform the Bank immediately if (the Customer becomes aware of, or has reason to suspect, any breach of these Terms and Conditions or any infringement of the Bank's Intellectual Property Rights mentioned in these Terms and Conditions, whether by the Customer or an Authorized User or a third party, or any allegation that the Mobile Banking Application infringes the rights of a third party.

15.2 Headings for Reference Only:

The headings of these Terms and Conditions are for ease of reference only and shall in no way affect the interpretation or construction of these Terms and Conditions.

15.3 Notices:

Any notice to be given by the Customer or the Bank in respect of these Term and Conditions shall be posted on the Bank's official website, and charges/fees shall be updated in the

/Bank's tariff schedule published on the Bank's official website.

16. Inquiries and Complaints

16.1 In the event the Customer has any complaint or inquiry regarding the usage of Neos BIZ, 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

16.2 The Customer shall bring to the notice of the Bank any error, discrepancy or omission in transactions noted by the Customer within 14 days of the statement date.

17. Governing law and Jurisdiction:

17.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Sri Lanka. Any dispute arising out of or in connection with the Agreement including these Terms and Conditions or any amendment or addition thereto shall be submitted to the exclusive jurisdiction of Sri Lankan courts for that purpose.

17.2 The Customer hereby confirms and agrees that the Customer has read and understood the foregoing and agree to be bound by the above Terms and Conditions including the charges arising as a result of the use of the Neos BIZ service.

17.3 The Bank shall report any suspicious transactions and transactions which are above the stipulated threshold to the Financial Intelligence Unit of the Central Bank of Sri Lanka in accordance with the applicable laws and regulations. The Bank shall not be held liable for taking any action in accordance with any prevailing laws or regulations in Sri Lanka. However, any transaction above the permitted threshold shall be automatically blocked by the Bank.

17.4 Bank's key fact documents and Terms & Conditions shall be made available on the corporate website.

18 Assignment

18.1 The Customer agrees that the Bank has a right to narrate, assign or transfer all or any part of its rights, benefits and/or obligations under this Application and that such assignment shall continue to be binding on the Customer and that the Bank shall inform the same to the Customer and in the event the rights of the Customer being reduced due to such narration assignment or transfer, the Bank shall obtain prior written approval of the Customer.

18.2 Neither party may assign or transfer its rights or obligations under these Terms and Conditions without the other's prior written consent, except that the Bank's obligations under these Terms and Conditions together with the Service Level Standards may be assigned to, or fulfilled by, any of the Bank's subsidiaries, affiliates or contractors.

18.3 We agree that our relationship with National Development Bank PLC is subject to the Terms and Conditions which we have read, been explained and understood. We also undertake to notify Bank immediately in writing of any change in the Partners/beneficial owners of the entity.

19. Customer's Declaration

19.1 In consideration of National Development Bank PLC (hereinafter referred to as "Bank") agreeing to provide us with the Neos BIZ facility, we hereby agree that these Terms and Conditions have been understood and accepted by us and we agree to abide by all the Terms and Conditions governing the Neos BIZ services of the Bank. We declare that we shall not raise any objection against the Bank on its agreeing to our request. We agree and acknowledge that the Bank does not warrant against any external factors affecting the privacy and/or security of the Mobile Banking Application/Neos BIZ. We 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 so accepting our request by the Bank. We assure the Bank, that we shall immediately inform the Bank by telephone followed via an e-mail and / or letter under registered cover if we believe that the Mobile Banking Application /Neos BIZ has been compromised or

misused. We further expressly agree that all Authorized Users, understand and comply with these Terms and Conditions including and without limitation to the security provisions therein.

- 19.2 I authorize the Bank to respond and provide if it shall so choose to any and all inquiries received from;
- 19.2.1 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.
- 19.2.2 any person to whom the Bank is required or authorized by law or court order to make such disclosure;
- 19.2.3 any person who is under a duty of confidentiality to the **Bank**
- 19.2.4 any actual or potential assignee, participant or contractual party in connection with any rights or obligations of the Bank in relation to our Account(s) / facilities.

19.3 We hereby confirm and agree that the above Terms and Conditions have been explained, read and understood and agree to be bound by the above Terms and Conditions including the charges arising as a result of the use of the Neos BIZ facility.

(As per Articles of Association)

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Name

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Name

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Designation

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Designation

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Company seal (if available)

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Date

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Witnessed by

.....
Name and NIC number

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Date