

E-STATEMENT SERVICE - TERMS AND CONDITIONS

Terms and Conditions of Use attached to the e-Statements facility (Service) provided by the National Development Bank PLC (NDB/ Bank) shall be the following:

1. Definitions

“Customer” shall mean either a natural person or a legal person who has obtained a Facility from the Bank.

“Facility” shall mean any banking facility provided by the Bank.

“e-Statement” shall mean an account statement electronically sent by the Bank to the Customer.

2. A Customer is required to register with the Bank to receive e-Statements by completing an application in the Bank’s format or registering through the Call Centre of the Bank and providing a designated e-mail address (Designated e-mail).
3. The Customer is the owner and designated user of the Designated e-mail and shall take all necessary security measures and precautions to ensure that the Designated e-mail is not accessed by any unauthorized party. The Customer agrees and confirms that the Bank does not warrant the timeliness, security, confidentiality or availability in the transmission of the e-Statements to the Designated e-mail.
4. In the event the Customer wishes to change the Designated e-mail he may do so by calling the Bank's 24-hour Call Center on 0112 448888. The Customer will be required to supply the Bank with his /her preferred correct e-mail address and ensure that this e-mail address information is updated if it changes. This is to ensure that e-Statements are always sent to the Customer’s correct e-mail address.
5. The Customer is required to have Adobe Acrobat version 6 or versions released thereafter to view his e-Statements.
6. Should the e-Statement sent via the Designated e-mail “bounce back” or return unread, the Bank will call the Customer at the given contact number to correct/change the e-mail address, upon suitable Customer verification.
7. If for any reason the Bank is unable to provide an e-Statement, the Bank may provide a paper statement upon Customer’s request.
8. When a Customer registers for the e-Statement facility he/she agrees to receive the statements electronically and must acknowledge that he/she has read and accepted the Terms and Conditions that apply to this Service. The Customer shall be bound by the Bank’s terms and conditions relating to the Service as herein provided which shall be in addition to and not in substitution of the Bank’s standard terms and conditions governing banking facilities and services which shall apply to the Service as if the said terms and conditions were repeated herein. In the event of a conflict between these Terms and Conditions and any other relevant terms and conditions, these Terms and Conditions will prevail.
9. If a Customer closes his account, the final statement pertaining to the said account will be provided in paper form if requested.
10. The common statement frequency is “monthly” for Bank Customers. E-Statements are issued as at the last day of each month.

11. Enquiries about e-Statements can be directed to our Call Centre on 011 2 448888.
12. The Customer shall agree to view his e-Statement in a timely and prompt manner. If the Customer locates any errors, discrepancies, or unauthorized transactions, he/she must notify the Bank immediately by calling our Call Centre on 011 2 448888.
13. The Customer is aware that the Bank never makes any request from the Customer to provide the Customer's account or security details via email. The Customer acknowledges that the Customer is responsible for checking the e-Statements for any unauthorized transactions and that if the Customer is aware of any unauthorized transaction(s) on any of the e-Statements, the Customer must immediately notify the Bank. If the Customer is aware or if the Customer suspects that the details of the e-Statements are known to someone else, the Customer must notify the Bank immediately.
14. The Customer agrees that from time to time the Bank may advertise its products and services through the e-Statements.
15. The Customer acknowledges that the Bank will use its best endeavors to ensure the security of the Service. Notwithstanding the foregoing, the Customer agrees that the Bank shall not be liable in any manner for any disruption, unavailability of the Service, communication, electrical or network failure that may result in the e-Statements being incomplete, unavailable or delayed in transmission.
16. The Customer acknowledges that transmission may be disrupted, interrupted or delayed. The Customer shall not hold the Bank responsible for any delay of internet transmission or failure of other communication equipment or facilities and shall keep the Bank indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs, expenses and any losses suffered whether direct, indirect, consequential, or special loss, in relation to or arising out of the Bank so accepting the Customer's request to send e-Statements.
17. The Customer will not hold the Bank responsible for any consequences that may arise as a result of any online communication between the Customer and the Bank which may be lost in transmission (whether in whole or in part).
18. In the event the Customer has any complaint or inquiry regarding the usage of e-Statement service, the Customer shall call the Bank's 24 hour Call Centre on 0094 112448888 or visit a branch of the Bank. In the event a complaint is not resolved, the Customer may seek recourse through the Financial Ombudsman or Central Bank of Sri Lanka
19. The provision of this Service is at the Bank's discretion, and such Service may be modified, suspended, withdrawn, cancelled or discontinued by the Bank at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the Service, the Bank shall notify the Customer and shall revert to sending the statements in paper format to the Customer's last mailing address appearing on the Bank's records.
20. The Bank reserves the right to change/revise/alter the rules and regulations and Terms and Conditions from time to time at the sole discretion of the Bank by giving prior notice on the Bank's website. The use of the Service will constitute the Customer's consent and agreement to and receipt of these Terms and Conditions as well as the acknowledgement of the inherent risks in the transmission of e-Statements via e-mail.

21. Customer's Declaration

(i) In consideration of NATIONAL DEVELOPMENT BANK PLC (hereinafter referred to as "the Bank") agreeing to accept my request for sending my monthly statements to my Designated Email, I hereby agree that all statements whether through e-Statement service or other means of transmission sent by the Bank for my card(s) and/or account(s) shall be accepted and upheld by me as correct and authentic. By registering for the Services, I agree that these Terms and Conditions have been understood and accepted by me and I agree to abide by all the Terms and Conditions governing the e-Statement services of the Bank. I declare that I shall not raise any objection against the Bank on its agreeing to my request and fully accept the risk and responsibility of statements transmitted by the Bank via electronic mail. I agree and acknowledge that the Bank does not warrant against any external factors affecting the privacy and/or security of e-mails during internet transmission. I also agree to keep the Bank indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs and expenses in relation to or arising out of so accepting my request by the Bank and the Bank transmitting statements and information through email. I assure the Bank that I shall inform in writing of any change in my e-mail address or any request for discontinuation of this facility to the nearest NDB branch or Call Centre. I further expressly agree and acknowledge that the Bank shall not be liable or responsible for data corruption, delay and/or interception of the information so given and that the Bank reserves the right to update and vary such information from time to time and at any time.

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

(iii) The Bank is sending me e-Statements based on the above terms and conditions being agreed to by me. Where I disagree over the terms and conditions, I will immediately inform the Bank in writing.

Individual customer

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Name

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Date

Corporate customer

(As per Articles of Association)

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Name

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Designation

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Company seal (if available)

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Date