

Terms and Conditions for e-Statement /e- Advice, Services

1. I/We hereby request and authorize the DFCC Bank PLC (hereinafter referred to as the “Bank”) to provide me/us with bank e-statements and/or bank e-advice, relating to any account (s) now maintained or hereafter to be maintained by my/our company/firm/business at the Bank and/or any transaction entered into by my/our company/firm/business with or through the Bank, through the email addresses which I/we or the authorized signatory/ies to such bank account (authorized signatory/ies) may hereafter from time to time notify to the Bank in writing.

I/We understand and agree that the Bank may choose to register me/us through a written application provided to a DFCC Bank branch or through verbal request made via the DFCC Bank hotline 0112350000 upon customer information verification. It is my/our responsibility to inform DFCC Bank of any changes to my/our contact information such as mobile number, e mail address or postal address.”

2. I/We understand and agree that transmission of information through electronic media such as email cannot be guaranteed to be error free and/or uninterrupted due to the inherent nature of such transmission and I/we understand and agree that the Bank shall not be liable or responsible to me/us for any such errors and/or interruptions even if the same results in delay in delivery and/or non delivery of any e statements and/or e-advice to me/us .I/We shall inform the Bank of any errors in the e-statements/e-advice received by me/us .I/We also agree that the Bank shall not be liable for any change in the policy of the service providers that I/we use.

3. I/We undertake and agree that I/we shall not permit or allow any unauthorized access and/or use of the email addresses which I/we have authorized by any third party/ies and the Bank shall not be liable and/or responsible to me/us for any unauthorized access including hacking and/or use of the email addresses which I/we have authorized and/or any information contained in any e statements and or e advice sent to me/us through the email addresses which I/we have authorized

4. I/we undertake and agree to keep any and all passwords requested by me/us and/or personal identification numbers (“PIN numbers”) assigned to me/us or the authorized signatory/ies by the Bank or generated by me/us or the authorized signatory/ies as provided by the Bank strictly confidential and not to disclose such passwords and/or PIN numbers to any unauthorized third parties. I/We acknowledge and agree that I/we shall be solely liable and responsible for any unauthorized access or use of such passwords and/or PIN numbers by any third parties.

5. I/We agree and undertake that in the event any e statements and/or e advice is not received by me/us, I/ we or the authorized signatory/ies shall inform the Bank of the non receipt thereof and the Bank may at it’s discretion resend the e statements or e advice to me/us. However I/we understand and agree that paper copies of e-statements and e-advice shall only be provided by the Bank on specific request and on payment of the relevant charges.

6. I/We understand and agree that any delay in receipt or the non receipt of any e-statements and/or e advices shall not relieve me/us of any obligation to make any payment due from me/us to the Bank and/or any other party, in a timely manner on the due date, or of any obligation to do or perform any other act matter or deed whatsoever.

7. I/We understand and agree that the Bank shall not be liable and/or responsible to me/us for any loss and/or damage howsoever caused which I/we may suffer or incur as a result of the Bank providing me/us with this e statement and/or e advice service including due to delay in receipt and/or non receipt of any e statement and/or e advice by me/us.

8. I/We consent and agree to pay the Bank on demand all monies, fees, charges and expenses required for or incidental to the provision to me/us of the e-statement and/or e advice service. Further the Bank is hereby irrevocably authorized to settle such payments by debiting any of the account(s) maintained at the Bank by my/us.

9. In consideration of the Bank providing me/us the e statement and/or e advice service I/we undertake to keep the Bank indemnified and saved harmless at all times against all actions, proceedings, claims, loss, damage, costs and expenses which may be brought or made against the Bank or suffered or incurred by the Bank either directly or indirectly out of or in connection with the Bank providing me/us with the e-statement and/or e advice service and/or communicating with me/us in accordance therewith.

10. I/we consent and agree that in the event I/we wish to terminate this service I/we or the authorized signatory/ies shall give written notice of termination to the Bank provided however the terms and conditions herein contained and revised from time to time shall remain in full force and effect unless and until the bank actually receives such notice and has a reasonable time (at least 21 days from the receipt of such notice) to act thereon and terminate this service. Provided further however that such termination will not relieve me/us of any liability or responsibility under these terms and conditions incurred prior to the effective date of such termination.

11. The Bank shall be entitled at its sole and absolute discretion to withhold, suspend, cancel, withdraw or terminate this service at any time without notice to me/us and without assigning any reason. The Bank shall also be entitled to change the frequency of sending e-statements/e advices and change the e statement/e advice generation date at its discretion as well as in a format of choice by the Bank which may be changed from time to time at the discretion of the Bank.

12. I/We agree that, paper bank statements/advices will not be sent in respect of any account now or hereafter to be maintained by me/us when e-statements/e advices are received . Without prejudice to the right of the Bank to discontinue the paper bank statements/advices at any time, the Bank may

however, at its discretion, decide to provide such paper bank statements/advices to me/us, in addition to the e-statement and/or e advice service.

13. I/We consent and agree that the Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions in its absolute discretion and such amendment, supplement or variation shall be binding on me/us.

14. I/We consent and agree that any notice to me/us maybe given by the Bank as a narrative in or enclosed with the e statement or e advice or by publication in any newspaper in all three languages or by publication in any notice board at the Bank's branches or in any other manner.

15. I/We agree that e-statement/e-advice which are not meant for me/us shall be returned/advised to the contact point referred to in the body of the banks receiving e-mail.

16. I/We acknowledge that I/we can contact the call centre of the Bank on Telephone No. 2350000 for any clarification

17. I/We acknowledge that the Bank reserves the right to include any marketing material in the e-statements/e-advices.

18. I/We acknowledge and agree that the email address from which the bank sends the e-statement/e-advice shall not be used by me/us to communicate with the Bank and that the Bank will not respond to such e-mails received from me/us

19. I/We acknowledge that the Bank shall at its discretion select the account to which the e-statements/e-advices facility is granted to . In the event it is a joint account the primary account holder will receive the said e-statement/e-advice . However each of the joint holders shall be liable to the Bank.

20. The terms and conditions herein contained shall be binding upon me/us and my/our successors, heirs, executors, administrators or permitted assigns as the case may be.

21. Except in the case where this application is executed by or on behalf of a company, my/our liability to the Bank here under shall be joint and several.

22. These terms and conditions shall be construed in accordance with and governed by the laws of Sri Lanka.

The word 'account' means current accounts, savings accounts, loans, leases, Fixed Deposits ,credit cards

The words 'I, We', Me, Us, My, Our would mean and include Persons, Clubs, Societies, Associations, Proprietorships, Partnerships and Companies incorporated by Companies Act No 07 of 2007.

I/We hereby confirm that the above terms and conditions together with details of the e statement and e advice service were given and explained to me/us before the signing hereof and I/we have read and/or understood the said details terms and conditions and agree and consent to be bound thereby.