

Dear Sir,

I..... holder of NIC Numberhereby authorize and request you to make available to me the Nations Trust Bank Plc (hereinafter referred to as the "Bank") SMS Banking Service and/or Mobile Banking Service (hereinafter collectively referred to as "Nations SMS & Mobile Banking Service") and agree to be bound by the following terms and conditions:

1. Nations SMS & Mobile Banking Service facility is for my personal use only.
2. In the event I am registered only for SMS Banking and if I lose the SIM and or change the phone number I shall inform the Bank immediately without fail by calling Call Center by dialing - (011) 4711411.
3. I accept that the Bank shall not be liable and I shall not hold the Bank liable in any manner whatsoever for any losses, damages, expenses or detriment suffered or incurred by me as a result of the Bank effecting any transaction or furnishing any information via the Nations SMS Banking Service which may not have been originated by me, unless I have notified the Bank of the loss of the registered mobile phone and or SIM or any misuse thereof, prior to such transaction.
4. I accept that the Bank will not be responsible or liable for non availability of this service due to any technical or other defect in the registered mobile phone and or disconnection of the mobile phone facility for whatsoever reason which will automatically disable me from using this service.
5. In the event I am registered for SMS Banking I undertake to send all SMS in the format as prescribed by the Bank from time to time. I accept that the Bank may or may not carry out such instructions not sent in prescribed format by me and I shall not hold the Bank responsible for carrying out or not carrying out such instructions.
6. I understand that the Bank has the authority to debit my bank account with all the charges that the Bank may charge for using Nations SMS Banking Service and also any other liability inclusive of legal fees or other statutory charges if any relating to the use of Nations SMS Banking Service.
7. I understand that the Bank has the authority to debit my Amex Card Account if applicable with all the charges that the Bank may charge for using Nations SMS Banking Service in relation to the Amex Card and also any other liability inclusive of legal fees or other statutory charges if any relating to the use of Nations SMS & Mobile Banking Service
8. I accept that this service is provided on an available basis and the Bank will not be responsible for any losses, damages or inconvenience I may incur due to interruptions or non availability of the service at any time or from time to time. Further I acknowledge that the Bank shall not be responsible for any loss or damage incurred or suffered by me as a result of loss of data or the message in full or in part or garbled during transmission and or delay in responding to my instructions by the Bank due to corruption that may occur to the message during transmission or for any other whatsoever reason.
9. The Bank reserves the right to amend, change, add or delete any of the Terms and Conditions or replace them in entirety from time to time provided the same has been communicated which shall be binding on me. I by continuing to use this service agree to be bound by and abide by all such changes, amendments, additions or replacements.
10. This service is available subject to all laws rules and regulations of Sri Lanka and the other general terms and conditions applicable to banking transactions. The Bank shall therefore have the right at any time /s to refuse or not to carry out any instruction/s given by me if reasons exists, which in the opinion of the Bank justifies such action. The Bank also shall be entitled at it's absolute discretion to discontinue or bar me from using this service if reasons which in the opinion of the Bank justifies such action.
11. In consideration of you agreeing to act in accordance with the terms and conditions of this letter, I undertake to keep you indemnified at all times against and to save you harmless from all actions proceedings claims loss damage costs and expenses which may be brought or made against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with you providing me with the Nations SMS Banking Service facility upon my instructions as above and acting thereon and /or communicating with me in accordance therewith.

12. I shall accept the Bank's records and statements of all transactions processed by the use of the Nations SMS Banking Service as conclusive and binding on me.

13. I acknowledge that third party fund transfers offered under Nations SMS Banking Service will be subject to conditions as imposed by the Bank from time to time.

14. I am aware that I shall from time to time receive promotional short messages (SMS) originated by the Bank in respect of the Bank and its services or any other matter at the discretion of the Bank. By registering and using this service I agree to receive such short messages (SMS) originated by the Bank unless I have specifically opted out of receiving such promotional short messages (SMS).

15. The Bank shall determine the privileges features services attached to the use of Nations SMS Banking Service and shall have absolute discretion to change withdraw vary or amend these privileges features services and conditions attached thereto from time to time as the Bank deems fit with communication thereof.

16. All charges, fees, fines are subject to change at Bank's sole discretion and any such charges or additions to the tariff will be communicated to me by way of a narrative in or enclosed with the statement or by publication of such notice of change or addition in one or more newspapers published in Sri Lanka. And details of the fees and charges if applicable to this service are stated in the Tariff booklet published by the Bank, copies of which will be available on request at any of the Bank's branches in Sri Lanka.

17. In the event I wish to terminate Nations SMS Banking Service I shall give 7 days prior notice in writing to the Bank requesting termination of the Nations SMS Banking Service.

18. Any complaints and or disputes with regard to any transaction or related matter with regard to Nations SMS Banking Service I shall communicate to the Bank in the following manner :

Phone/Fax	(011) 4711411 / Fax us on (011) 4414142
Email	americanexpress@nationstrust.com
Letters	addressed to the Branch Manager at the nearest Branch

I hereby confirm that copies of the terms and conditions of Nations Trust Bank PLC applicable to Nations SMS Banking service which I have applied for from the Bank with details relevant to such service were given and explained to me before signing hereof and I have read and understood the details terms and conditions therein contained and agree and consent to be bound thereby.

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Signature

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Date

* will be applicable only to customers who have opted Nations Mobile Banking Service