

Terms and Conditions for eStatement and eAlert Services for Corporate Entities

1. I/We hereby request and authorize the DFCC Bank PLC (hereinafter referred to as the "Bank") to provide me/us with bank eStatements and/or eAlerts , relating to any account (s) now maintained or hereafter to be maintained by me/us at the Bank and/or any transaction entered into by me/us through the Bank's said Account via email address which I/we is mentioned in the "Application for Value Added Services for Business Entities" or such other email address which may hereinafter from time to time be notified to the Bank in writing.
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 eStatements and/or eAlerts to me/us. I/We shall inform the Bank of any errors in the eStatements and/or eAlerts 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 address 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 eStatements and/or eAlerts sent to me/us through the email address 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 by the Bank to the authorized signatory/ies as appointed by the Board Resolution passed by the Board of directors of the company 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 eStatements and/or eAlerts is not received by me/us, the authorized signatory/ies as appointed by the Board resolution passed by the Board of directors of the company shall inform the Bank of the non receipt thereof and the Bank may at it's discretion resend the eStatements and/or eAlerts to me/us. However I/we understand and agree that paper copies of eStatements and/or eAlerts shall only be provided by the Bank on specific request made by the authorized signatory/ies as appointed by the Board resolution passed by the Board of directors of the company and on payment of the relevant charges.
6. I/We understand and agree that any delay in receipt or the non receipt of any eStatements and/or eAlerts 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 direct or indirect loss and/or damage howsoever caused which I/we may suffer or incur as a result of the Bank providing me/us with this howsoever including due to any technical errors and delay in receipt and/or non receipt of any eStatements and/or eAlerts 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 us of the eStatements and/or eAlerts. Further the Bank is hereby irrevocably authorized to settle such payments by debiting any Account maintained at the Bank by me/us. Such monies, fees, charges shall be as per the prevailing market rates or the tariffs imposed by regulatory authorities.
9. In consideration of the Bank providing me/us the eStatements and/or eAlerts 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 eStatements and/or eAlerts 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 the authorized signatory/ies of the company 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 and the Bank shall not be liable for any cost or damages caused and incurred by the me/us due to such termination of this service.. The Bank shall also be entitled to change the frequency of sending eStatements and/or eAlerts and change the eStatements and/or eAlerts 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 or by law or regulation imposed by the Government or any regulatory authority.
12. I/We agree that, paper bank eStatements and/or eAlerts will not be sent in respect of any account now or hereafter to be maintained by me/us when eStatements and/or eAlerts are received. Without prejudice to the right of the Bank to discontinue the paper bank statements/alerts at any time, the Bank may however, at its discretion, decide to provide such paper bank statements/alerts to me/us, in addition to the eStatements and/or eAlerts.
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 us maybe given by the Bank as a narrative in or enclosed with the eStatements and/or eAlerts 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 acknowledge that the eStatement provided by the Bank shall display a consolidated version of all the transaction details as of the date of the eStatement even though the eStatement facility has been requested for only one or more accounts specifically mentioned in the "Application for Value Added Services for Business Entities" and that the persons authorized by the company to view the eStatements pertaining to such accounts as specifically mentioned

in the said application is authorized to view the details of other accounts for which the eStatements have not been requested for.

16. I/We agree those eStatement/eAdvice which are not meant for me/us shall be returned/advised to the contact point referred to in the body of the banks receiving email.
17. I/We acknowledge that I/we can contact the call centre of the Bank on Telephone No. 0112350000 for any clarification or email to customerservice@dfccbank.com by the authorized personnel of the company as appointed by the Board resolution passed by the Board of directors of the company.
18. I/We acknowledge that the Bank reserves the right to include any marketing material in the eStatements and/or eAlerts. I/We agree to undertake not to exploit the intellectual property rights pertaining such marketing material of the Bank.
19. I/We acknowledge and agree that the email address from which the bank sends the eStatement/eAdvice shall not be used by me/us to communicate with the Bank and that the Bank will not respond to such emails received from me/us.
20. I/We acknowledge that I/we shall at our discretion select the account to which the eStatements/eAlerts facility is granted to which is mentioned in the "Application for Value Added Services for Business Entities" or such other account/s which may hereinafter from time to time be notified to the Bank in writing by me/us.
21. The terms and conditions herein contained shall be binding upon me/us and our successors or permitted assigns as the case may be. However I/we shall not assign its right, liabilities and obligations contained hereunder without the prior written consent of the Bank.
22. These terms and conditions shall be construed in accordance with and governed by laws of Sri Lanka.

The word 'account' means current accounts, savings accounts, loans, leases, fixed deposits, and credit cards.

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