

12. Liabilities of the Bank

(a) The Bank will take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time

(b) The Bank shall only be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of the Services only if there has been no negligence, fraud or fault on the part of the Customer and it is as a result of : -

- i. a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 12(a);
- ii. a human or system error of the Bank; or
- iii. a missed or mis-directed payment caused by the gross negligence or willful default of the Bank, its officers or employees.

(c) The Bank does not warrant or represent that the Services, the Information and the Reports are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.

(d) Subject to Clause 12(b) above, the Bank or their respective officers or employees shall only be liable for their gross negligence or willful default and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is less). The Bank does not assume any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with : -

- i. use of the Services and/or access to any information as a result of such use by the Customer or any other person whether or not authorised;
- ii. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services in transmitting instructions or information relating to the Services or in connecting with the Internet Site(s) caused by any acts, omissions 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, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
- iii. transmission and/or storage of any information and/or data relating to the Customer, the Services and/or transactions or dealings conducted by the Customer pursuant to the Services through or in any system, equipment or instrument of any communication network provider.

(d) In no event shall the Bank be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

(e) The Bank shall not be liable for any computer/cyber crimes such as hacking and shall not be liable for, or bound by any unauthorized transactions and/or any transactions carried out by the use of illegal and fraudulent methods.

13. Liabilities of the Customer

(a) Subject to Clause 12(b) above, the Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Services and/or access to any Information or Report or any other information as a result of such use by the Customer or any other person whether or not authorised.

(b) The Customer shall indemnify the Bank, and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) 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 Services, the Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the gross negligence or willful default of the Bank.

14. Variation and Termination

(a) The Bank may, at any time, without giving notice or reason, suspend or terminate all or any of the Services or their use by the Customer.

(b) The Customer may terminate the use of the Services at any time by giving to the Bank prior written notice.

(c) Notwithstanding such suspension or termination, the Customer shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged. Any provisions, which in order to give effect to the obligations and covenants contemplated by these Terms and Conditions, shall survive and remain in full force and effect upon suspension and/or termination of the Services.

15. Amendments

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the Internet

Site(s) or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

16. Communication

(a) The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.

(b) Communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer : (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 48 hours after posting if such address is in Democratic Socialist Republic of Sri Lanka and seven days after posting if such address is outside the Democratic Socialist Republic of Sri Lanka or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

17. Severability

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

18. Force Majeure

The Bank shall not be liable to the Customer for any delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, civil unrest, government action or strikes, lock-outs or any industrial action or trade disputes. Any delay or failure of this kind, will not be deemed to be a breach of this Agreement.

19. Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

20. Miscellaneous

(a) Each party agrees not to object to the admission of the records (including computer records) as evidence in legal proceedings on the basis that the evidence is maintained in electronic form.

21. Governing Law and Jurisdiction

(a) The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

(b) Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Courts of the Democratic Socialist Republic of Sri Lanka.

Schedule of Services

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| <ul style="list-style-type: none"> ● Inquiry Only ● Deposit Account Details ● Deposit Account Mini Statement ● Deposit Account Statement by Period ● Deposit Account Summary ● Authorize Bill Payments ● Authorize Bulk Salary Payment Uploads ● Authorize Domestic Transfers ● Authorize International Fund Transfers ● Authorize Loan Repayments ● Authorize Payment Orders ● Authorize Transfers ● Funds Low Alerts ● Internet Transaction History ● Request for Chequebook ● Request for Loan Auto-payment ● Request for Loan Disbursement ● Request for Loan Prepayment ● Request to Stop Cheques | <ul style="list-style-type: none"> ● Bill Payments ● Bulk Bill Payment Uploads ● Bulk Domestic Transfers ● Bulk International Fund Transfers ● Bulk Payment Order Uploads ● Bulk Salary Payment Uploads ● Bulk Transfer Uploads ● Domestic Transfers ● International Fund Transfers ● Loan Repayments ● Payment Orders ● Payment/Transfer Alerts ● Request for Letters of Credit ● Scheduled Bill Payments ● Scheduled Domestic Transfers ● Scheduled International Fund Transfers ● Scheduled Payment Orders ● Scheduled Transfers ● Scheduled Transaction Alerts |
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The Manager,

.....(Branch)

I/We hereby request the above facility. The necessary details are as follows:

DETAILS OF THE BUSINESS

Name :

Business Registration No. : Type of Business :

Registered Address :

Corresponding Address :

Telephone No :

Corporate E Mail Address :

AUTHORISATION LIMITS

| Single Limits | A | B | C |
|-----------------|----------------------|----------------------|----------------------|
| Level | | | |
| Limits (Rs.) | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Combined Limits | A+A | A+B | A+C |
| Combination | | | |
| Limits (Rs.) | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Combination | B+B | B+C | C+C |
| Limits (Rs.) | <input type="text"/> | <input type="text"/> | <input type="text"/> |

DECLARATION

I/We acknowledge having read and understood the terms and conditions applicable to Vardhana eBanking mentioned overleaf and agree to abide by the terms and conditions laid therein.

| Name | NIC / Passport No | Signature | Date |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

FOR OFFICE USE ONLY

| BRANCH USE ONLY | | NSC UNIT USE ONLY | |
|----------------------------------|----------------------------------------------------------|----------------------|----------------------|
| Client No : <input type="text"/> | AML/KYC Documentation: <input type="checkbox"/> Complete | Created By | Authorised By |
| Checked By | Authorised By | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | Signature | Signature |
| <input type="text"/> | <input type="text"/> | Name | Name |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Details and signature to be verified and the branch seal to be placed.

Sign Up Application
Corporate Profile

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES. BY REGISTERING TO USE THE SERVICES, YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY ALL THESE TERMS AND CONDITIONS. TERMS AND CONDITIONS FOR DFCC BANK'S BUSINESS BANKING SERVICES

1. Definitions

“Authorized Internet Banking User(s) means the person who is Authorised by the Customer to operate the Account(s) through Internet banking for the Services listed in the Schedule hereto.

“Authorized Persons” means the Authorised person(s) of the Customer who has/have signed the Bank’s Account Opening Form.

“Customer(s)” shall be deemed to mean and include corporate bodies, sole proprietorships, partnerships and other associations engaged in business activities.

“Internet Banking User ID” means the code number for the time being established for the Authorised Internet Banking User for the purpose of identification of the Authorised Internet Banking User in giving instructions to the bank through the Internet.

“Internet Banking Password” means the alpha-numeric code for the time being established for the authentication and identification of the Authorised Banking User in giving instructions to the Bank through the Internet.

“Internet Banking Transaction Password” means the alpha-numeric code for the time being established for the AUTHORISATION of the Authorised Banking User in giving instructions to the Bank through the Internet.

2. Services

(a) The DFCC Bank PLC (the 'Bank' which expression shall, where the context allows or requires, include its successors and assigns) bearing registration number PQ 233 shall provide subject to these Terms and Conditions on online services and facilities from time to time, listed out in the Schedule hereto and as updated by the Bank and accepted by the Customer from time to time, (the 'Services') through any Internet site established, operated and/or maintained by or on behalf of the Bank ('Internet Site') to enable its business customers (**each 'Customer' which expression shall, where the context requires, include any successors and permitted assigns of the Customer**) to give instructions to and communicate with the Bank for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank.

(b) As part of the Services, the Bank may make available via any Internet Site financial, market or other information and data ('Information') supplied by any person (each an 'Information Provider' which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means ('Reports').

(c) The Bank has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation : -
i. expanding, modifying or reducing the Services at any time;
ii. imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct using the Services; and
iii. prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day.

(d) The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Services.

(e) The Bank may require the Customer to nominate not less than two (2) Authorised Internet Banking Users to use the Services.

3. Governing Terms and Conditions

The Services provide an additional means for the Customer to operate accounts, conduct transactions and dealings and obtain services, products, information, goods, benefits and privileges from the Bank as shall be made available from time to time. Transactions and dealings effected using the Services are subject to the General Terms and Conditions and the Bank's General Disclaimer and Internet Privacy Statement. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of the Services.

4. Use of the Services

(a) To access the Services for the first time, the Customer is required to register online (as made permissible) or in such other manner as the Bank may from time to time specify and indicate his acceptance of all the terms and conditions governing the use of the Services and to provide such information as the Bank may reasonably specify for identifying the Customer.

(b) By registering to use the Services, the Customer warrants that all information provided by the Customer to the Bank in relation to the Services is true, complete and up-to-date.

(c) The Services are for the sole and exclusive use by the Customer.

(d) The Customer shall not use or knowingly allow any other third parties to use the Services, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer shall notify the Bank as soon as practicable if he becomes aware of such use.

(e) Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Site(s) or otherwise in response to an online inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon the Customer confirming his acceptance irrespective of any different rate, price or information quoted by the Bank.

(f) The Customer acknowledges that there may be a time lag or the non-receipt of instructions, information or communication by the bank consequent to communicating via the Internet.

5. Internet Banking User ID and Internet Banking Password

(a) The Bank will provide the Authorised Internet Banking User(s) an Internet Banking User ID, Internet Banking Password, Internet Banking Transaction Password for identifying the Authorised Internet Banking User(s) when using the Service.

(b) The Authorised Internet Banking User(s) may change their Internet Banking Password and Internet Banking Transaction Password at any time but any change shall be effective only if accepted by the Bank. In any event, the Internet Banking Password and the Internet Banking Transaction Password is only valid for three (3) months, upon the expiry of which period the Customer will be required automatically by the system to change the Internet Banking Password and the Internet Banking Transaction Password, The Authorised Persons of the Customer cannot change the Internet Banking Password and Internet Banking Transaction Password of the Authorised Internet Banking User unless that change is authorised by that Authorised Internet Banking User. The Authorised Internet Banking User(s) or the Authorised Persons of the Customer cannot change the Internet Banking User ID.

(c) The Customer shall ensure that the Authorised Internet Banking User(s) shall act in good faith, exercise utmost care and diligence in keeping the Internet Banking User ID, Internet Banking Password and Internet Banking Transaction Password confidential and secret. At no time and under no circumstances shall the Authorised Internet Banking User(s) disclose the Internet Banking User ID, Internet Banking Password and Internet Banking Transaction Password to any other person(s).

(d) The Customer shall ensure that the Authorised Internet Banking User(s) shall undertake to keep the Internet Banking User ID , Internet Banking Password and Internet Banking Transaction Password strictly confidential at all times and the Customer and/or Authorised Internet Banking User(s) shall report to the Bank immediately upon loss of the Internet Banking Password and Internet Banking Transaction Password or becoming aware that the Internet Banking Password and Internet Banking Transaction Password has fallen into the hands of any unauthorised party. The Bank will continue to be entitled to act on instruction(s) believed to be from the Authorised Internet Banking User(s), until actual receipt by the Bank of notification that the Internet Banking Password and Internet Banking Transaction Password have been acquired unlawfully (or a record of it has been lost accidentally, or the Internet Banking Password and Internet Banking Transaction Password has 'leaked' in some other way).

(e) The Customer shall be fully responsible for any accidental/negligent and/or unauthorised disclosure of the Internet Banking User ID , Internet Banking Password and/or Internet Banking Transaction Password provided to the Authorised Internet Banking User(s) of the Business Customer, to any other person(s) and shall bear the risks of the Internet Banking User ID, Internet Banking Password and/or Internet Banking Transaction Password being used by unauthorised person(s) or for unauthorised purposes or transactions

6. Customer's Instructions

(a) The Customer is required to enter the Internet Banking User ID, the Internet Banking Password and Internet Banking Transaction Password, and any other identifiers as shall be prescribed by the Bank from time to time in order to log-on to the Services and give instructions to the Bank online. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.

(b) The Bank is Authorised to act on any instruction(s) received at its absolute discretion believing it to be issued by the Authorised Internet Banking User(s) for and on behalf of the business. The Bank will act on instructions received through the use of the Internet Banking User ID.

(c) Any instruction(s) given using the Service entering the Internet Banking User ID, Internet Banking Password and Internet Banking Transaction Password of the Authorised Internet Banking User(s), may not be rescinded or withdrawn without the consent of the Bank. All such instruction(s) given, as understood and acted on by the Bank in good faith shall be irrevocable and binding on the Customer whether given by the Authorised Internet Banking User(s) or by any other person(s) purporting to be the Authorised Internet Banking User(s). The Bank shall be under no duty to verify the identity or authority of the person(s) giving any such instruction(s) or the authenticity of such instruction(s) apart from verifying the Internet Banking User ID, Internet Banking Password and Internet Banking Transaction Password of the Authorised Internet Banking User(s).

(d) The Bank will be entitled not to act on an instruction insofar as it is in the Bank's opinion not practicable and reasonable to do so and/or not in accordance with its regular business practices and procedures.

(e) The Bank will provide online advice or confirmation that an instruction(s) has been received and/or a transaction has been effected through the Internet. Such advice or confirmation shall be deemed to have been received by the Authorised Internet Banking User(s) immediately after transmission and it is the duty of the Authorised Internet Banking User(s) to check such advice or confirmation. It is also the duty of the Customer to enquire with the Bank if the Authorised Internet Banking User(s) does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.

(f) Information relating to any account or transaction made available on the Internet site(s) are for reference only. The Bank's records of such account and transaction shall be conclusive unless and until the contrary is established.

7. Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.

8. Secure E-mail messages

(a) If the Bank makes this facility available to the Customer, the Customer may send the Bank and the Bank may send the Customer secure e-messages over the Internet on the Services.

(b) If the Customer sends the Bank a message the Bank will aim to respond to the Customer within three (3) Banking days by email or by telephone as confirmation of receipt of the Customer’s message. If this is not possible or the Bank is not able to answer the Customer query or comply with your request within this timescale or at all the Bank will aim to let the Customer know this within three (3) Banking days. No request will be implemented until the Bank has first sent the Customer a message as confirmation. Please be aware that once the Customer has sent a request the Bank may not be able to reverse it before it is implemented.

(c) the Customer must not send the Bank messages:-

- (i) in relation to matters for which there is a specific functionality provided on the site for the provision of Services
 - (ii) which require immediate attention
 - (iii) which are requests of a transactional nature
 - (iv) reporting the loss or theft of cheques and/or cheque or credit cards
 - (v) which are offensive, frivolous or otherwise inappropriate.
- If the Customer does so the Bank may at its absolute discretion remove the "Email" facility or terminate the Customer’s use of the Service in accordance with Clause 13 below.

(d) Under no circumstances should any message sent by the Bank be construed as an offer to provide a product or service to the Customer on particular terms or at all. All products and services are subject to status and terms.

9. E-Statements

Should the Customer choose to activate the E-Statement service if and when made available, the statements will henceforth be sent to the Customer electronically. On statement due date the Customer will receive a message informing him that the statement is available. The Customer will need Acrobat © Reader (version 3.0 or above) to view, save or print the statement. In the event that the Customer does not have this software, it may be downloaded free of charge from www.adobe.com. If the Customer prefers the traditional method of the Bank mailing paper statements the Customer may deselect the e-statement option.

10. Customer's Undertakings and Responsibilities

(a) The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Services. The Customer shall also ensure that all information provided to the Bank is at all times accurate, complete and up-to-date including, without limitation, the Customer's address and other contact details

(b) The Customer authorises the Bank to disclose and transfer information relating to the Customer, the Customer's account(s) and/or the transaction(s) executed by the Bank on the Customer's behalf to such person(s) as the Bank may be requested (whether or not compelled by law) to do so by any law, rules or regulations of any competent jurisdiction in which the Bank executes transaction(s) on the Customer's behalf or any exchange, government or regulatory authority in such jurisdiction.

(c) The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet Site or any software comprised in them.

(d) The Customer acknowledges that it is the responsibility of the Customer to determine independently market prices and rates for trading purposes through his usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Information and the Reports, these Terms and Conditions and any transactions and dealings which may affect the Customer under all applicable laws.

(e) The Customer agrees not to interfere with or damage (or attempt to interfere with or damage) any Internet Banking User ID, Internet Banking Password and Internet Banking Transaction Password, data or software associated with the Services. Due to the open nature of the Internet, the Bank cannot guarantee the complete security of the transactions from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the latest security features which have been put in place. The Customer acknowledges by using the Services that the Customer is in compliance and shall continue to comply with any online security guidelines on the Internet Site from time to time.

(f) The Customer shall ensure that it appoints ‘fit and proper’ persons as Authorised Persons and Authorised Internet Banking Users for the purposes set out in these Terms and Conditions.

(g) The Customer shall comply with all laws and regulations in connection with the use of the Services including, but not limited to, the provisions of the Prevention of Money Laundering Act No 05 of 2006 and the Exchange Control Act No 24 of 1953.

11. Information and Information Providers

(a) The Customer acknowledges and agrees that the Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively 'Confidential Information') are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.

(b) Unless expressly permitted by these Terms and Conditions, the Customer shall not, and shall not attempt to:-
i. sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;
ii. remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
iii. incorporate or combine the Confidential Information with any other programmes.

(c) The restrictions on disclosure shall not apply to any Confidential Information: -
i. where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by the Customer to the Bank; or
ii. where the Bank has expressly agreed in writing to its disclosure.

(d) The Customer agrees that all rights, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.

(e) An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by the Customer on or after the effective date, subject to prior notification, of such terms and conditions shall constitute the Customer's acceptance thereof.

(f) The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer.

(g) Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer or any other person.

(h) The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to the Bank. The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.

(i) No warranty, representation or guarantee of any kind relating to the Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorised to give any such warranty, representation or guarantee.