

Terms & Conditions for SMS Facility and Trade Alerts for Corporate Entities

01. I/We hereby request and authorize the DFCC Bank PLC (hereinafter referred to as the "Bank") to provide us with SMS, Trade Alerts relating to any account(s) (hereinafter referred to as the "services") now maintained or hereafter to be maintained by the company at the Bank and/or any transaction entered into by the company through the Bank's said Account via the Mobile Phone which is possessed by the authorized person authorized by the Board resolution passed by the Board of Directors of the Company, which is mentioned in the "Application for Value Added Services for Business Entities" or such other Mobile Number which may hereinafter from time to time be notified to the Bank in writing.
02. I/We shall abide and be bound by the instructions and/or procedures of the Bank during the use of the Service. I/We shall have no claim, recourse or remedy against the Bank for any loss, damage and expense incurred by me/us arising from any non-compliance by me/us with such instructions and/or procedures.
03. I/We shall not hold the Bank responsible or liable for any loss or damage which I/we may incur or suffer directly or indirectly, arising out of or in connection with the Service, due to any reason whatsoever including but not limited to the viewing of the messages or use of the Service by any person other than the Authorised persons appointed by the company Board Resolutions, breakdown or malfunction of the computer/phone, its terminal connection lines, data processing system or transmission line whether or not belonging to the Bank or any circumstances beyond the control of the Bank.
04. The Bank is entitled to effect any changes to the Service, suspend and/or terminate the Service, and to vary the Service at any time at its sole and absolute discretion without prior notice and assigning any reason and without prejudice to any of its rights of action for any antecedent breach of these Terms and Conditions by me/us.
05. I/We may request to terminate the use of the Service by giving the Bank seven (7) days written notice (subject to verification) or via the Call Center Hotline. If I/we require effecting any changes to the Service, the Company is required to complete a new application form to that effect.
06. I/We shall undertake to immediately inform the Bank through the Call Centre in the event the mobile phone is lost, stolen, transferred, the number is changed and or the connection is discontinued.
07. I/We hereby irrevocably agree and undertake to indemnify the Bank and keep the Bank indemnified and saved harmless from time to time and at all times against any loss, costs, damages and expenses which I/we may incur or sustain and against all actions, proceedings, claims and demands in connection with or in relation to or arising out of the use of the Service.
08. The Bank shall be entitled to vary any of the Terms and Conditions contained herein at any time without notice to me/us which variation shall bind me/us absolutely from the date on which it is expressed to take effect. The variation may be communicated to me/us by letter and/or notice in the local press and/or by displaying on the Bank's website, notice-boards and/or through statement messages.

09. 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 SMS Facility, Trade Alerts . 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.
10. 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 the company and without assigning any reason and the Bank shall not be liable for any cost or damages caused and incurred by the us due to such termination of this service
11. The Bank shall also be entitled to change the frequency of sending SMS Facility, Trade Alerts and change the SMS Facility, Trade Alerts 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 acknowledge that the Bank reserves the right to include any marketing material in the SMS Facility and Trade Alerts and agree and undertake not to exploit the intellectual property rights pertaining such marketing material of the Bank .
13. These Terms and Conditions shall be governed by and construed in accordance with the 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.