



## TERMS AND CONDITIONS FOR SMS ALERT FACILITY

1. In these Terms and Conditions the following words shall have the following meanings.

'Amāna Bank' or 'Bank' – shall mean Amāna Bank PLC, a Company incorporated in the Democratic Socialist Republic of Sri Lanka under the Companies Act No. 7 of 2007 and a duly Licensed Commercial Bank from the Central Bank of Sri Lanka (CBSL) having its registered office at No. 486, Galle Road Colombo 3.

'Customer' – shall mean any person who opens and maintains a current account or savings account with Amāna Bank PLC.

'SMS Alert facility' – shall mean the facility available to a customer of Amāna Bank PLC to obtain alerts on transactions relating to the Customer's accounts via a mobile number registered with Amāna Bank PLC.

'Working day' – shall mean any day on which Banks are open for regular business in Sri Lanka as per the CBSL guidelines.

Unless repugnant to the context words imputing the masculine gender shall include the feminine gender and the singular shall include the plural and vice versa.

2. The Customer by obtaining this facility authorises Amāna Bank PLC and requests the Bank to send alerts on transactions relating to his Debit Card linked to his current account/s or savings account/s to him via the mobile number furnished by the Customer to the Bank.
3. It is the duty of the Customer to furnish to the Bank an accurate and active mobile number to which transaction alerts must be sent. In the event of not receiving the SMS Alert or non availability of the network the Bank will not be held responsible and the risk of any such non receipt will be borne by the customer and the Bank will not be responsible for any loss or damage suffered by the customer.
4. By registering for the SMS Alert facility the Customer agrees to the transmission of the transaction alerts through the network and also acknowledge that he is aware that transmission of information through the network/via SMS cannot be guaranteed to be error free due to the inherent nature of such transmission and agree that the Bank shall not be liable for such errors caused in transmission.
5. The Customer shall not be entitled to conduct any transactions on the account/s via this facility.
6. It shall be the responsibility of the Customer to ensure that the Customer's transaction alerts sent via SMS are not disclosed to or accessed by any unauthorised persons and without prejudice to the generality of the foregoing the Customer by obtaining and continuing to use this facility agree that the Bank shall not be liable for any losses which the Customer may suffer if such information contained in the SMS are accessed by any third party.
7. The Customer shall undertake to indemnify the Bank and keep the Bank indemnified at all times and to save the Bank harmless from, all losses actions, damages, proceedings, costs, expenses, claims and demands which may be suffered, incurred brought or made against or suffered or incurred by the Bank at any time and from time to time arisen either directly or indirectly out of or in connection with the Bank providing the SMS Alert facility to the Customer upon the Customers request as above and acting thereon in accordance therewith.
8. The Customer shall pay all the relevant charges which may be imposed by the Bank in respect of this facility from time to time.
9. In any event the Bank may at any time at the Bank's absolute discretion refuse to provide or discontinue to provide the SMS Alert facility to any Customers.
10. These 'Terms and Conditions' shall be in addition to and not in substitution of the Bank's 'General Terms and Conditions' and other conditions as may be imposed by the Bank in respect of any banking facilities obtained by the Customer and the Customer shall continue to be bound by the said 'General Terms and Conditions' and such other conditions as may be imposed by the Bank in respect of any banking facilities obtained by the Customer from the Bank from time to time.
11. These 'Terms and Conditions' shall be governed by the laws of Sri Lanka.