

Application for 'People's Net' People's Bank Internet Banking Facility for Corporate Customers

(Applicable only for Partnership, Limited Liability Company/Club & Societies/Other Account)

Name of the Institute	:	
Account Type*	:	
[*Partnership/ Limited Lia	ility Company/Club & Societies/Others- (Please sp	pecify)]

Details of the User of the Institutional A/C

(If there is more than one User, separate application forms for each user should be submitted)

Telephone No. (Office) :		Mobile (Personal):	Mobile (Official):	
Service No.	:			
Designation	:			
NIC Number	:			
Short Name	:			
User Name in Full	:			
User ID(Preferred/Existing)	:			

Telephone No. (Office) : Mobile (Personal): Mobile (Official): (Official mobile Phone number is mandatory if apply for 3rd party fund transfers- This number will used for sending 'Security Code', which is required to complete 3rd party fund transfer process)

Fax No

E-mail Address; Official

Personal:

Details of Institutional Accounts

No	Account Numbers of the Institute										ccou itegi (2)	ory	Ir	Inquiry (3)			Utility Bill payment (3)			Fund ansf Debi (For giste cour (3)	fer it red	Fund Transfer Debit (For 3 rd Party Accounts) (3)			Fund Transfer Credit (3)					
(1)*																														
2																														
3																														
4																														
5																														
6																														
7																														
8																														
9																														
10																														

Maximum Total Debit Transfer Limit per User Per day :(LKR) (If required)

(1) *Main Account - should be a Current/Savings Account.

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:

- (2) Please mention relevant Letters as D -. Current or Saving Acc (LKR or Foreign Currency), T Fixed Deposit, L . Loan,
- (3) Please put (💷) mark for the required facility
- (4) Please specify Maximum Debit Transfer Limit per Day for the User, detailed in this form.

Points to Note:

- Fund transfer facility to own or 3rd party Current/Savings (LKR only) Accounts maintained at any branch of People's Bank, Licensed Commercial Bank or Licensed Specialised Bank operating in Sri Lanka by debiting own Current/Savings A/Cs [LKR or own foreign currency accounts (NRFC/RFC)] and bill payment facility by debiting own Current/Savings (LKR only) Accounts is available.
- All inquires & transactions are subject to those accounts. (Please attached other accounts (if any) as an annexure)

I have fully and adequately understood the provisions provided for me as the User of the above mentioned Institutional A/C(s) on behalf of my employer/ partnership/ Partnership/ Limited Liability Company/Club & Societies etc. I further confirm that I have read and fully and adequately understood the terms and conditions and other provisions governing the 'Peoples Net' Internet Banking facility of the Peoples Bank. I hereby agree to abide by them.

:

Signature of the User*:

DECLARATION BY THE PARTNERS/DIRECTORS/OFFICE BEARES/.....

Please create a User ID for the above mentioned employee to access our institutions account(s) through 'People's Net' - People's Bank Internet Banking Facility. We hereby confirm that the information given above is true and correct and also the provisions provided for above mentioned User (Employee) of our Institutional A/C(s) are agreed by all of us. We further confirm that we have read and fully and adequately understood the terms and conditions and other provisions governing the 'Peoples Net' Internet Banking facility of the Peoples Bank. I/We hereby agree to abide by them and to subsequent amendments, variations or changes there to which may at any time be made by the bank.

Name 1.	Signature	Date	Designation*
2.			
3.			
4.			

* Please place the Company rubber seal. Also attach herewith the Board Resolution, to obtain Internet Banking Facility from the People's Bank, with operating instructions to the Bank.

Terms, Conditions and Indemnity Governing People's Bank Internet Banking Facility for Corporate customers

Dear Sir,

Limited a Company duly incorporated in the Republic of Sri Lanka and having its registered office atLimited and its successors and assigns) authorizes and requests the Bank to issue Visa Identification Numbers (hereinafter sometimes referred to as User ID) and allow the company use of People's Bank Internet Facility (hereinafter sometimes referred to as PB Internet Banking Service) and hereby agree to be bound by the following terms, conditions and the indemnity.

DEFINITIONS.

"Account" means accounts opened by Corporate Customer.

"This Service" is the Internet Banking Service provided by PB to Corporate Customers described in the terms by which provide information of the company's account and give prints thereof.

"Terms" means these terms and conditions and any additional or supplementary Terms and conditions which the Bank may notify the company from time to time.

"Password" is used by the company for accessing the "Internet Banking Service for Corporate Customers".

"PB" - Peoples Bank a Banking corporation incorporated under People's Bank Act No 29 of 1961 as amended and having its registered office at No 75, Sir Chittampalam .A. Gardinar Mawatha, Colombo 02 and its successors and permitted assigns.

Reference to **"Company"** is references to the Corporate Customers registered under the Company's Act No. 07 of 2007 or an authorized person of the Corporate Customer or partnership consisting of partners and clubs & Societies requesting the Internet Banking Service.

Website - Any page containing the <u>www.ebank.peoplesbank.lk</u>

The words interpreting the masculine gender shall include the feminine gender and the words interpreting the singular number shall include the plural and vice-versa in these presents.

The close headings are given for convenient reference only and shall not affect the construction of the corresponding terms and conditions or of any other terms and conditions.

1. SECURITY

- The Company agrees to comply with the terms, conditions and any security procedures mentioned herein below.
- The Company hereby agrees to keep the password secure and secret at all times and take steps to prevent unauthorized person to use of it.
- The Company hereby ensure that it's employees, servants or any person who are acting on it's behalf do not let/have unauthorized access to this facility. The Bank shall not be liable or responsible for any unauthorized access by any of the employees, servants of the Company to this facility.
- The Company will be solely responsible for any damages whether actual or contingent resulting from any actual or attempted misuse, unauthorized access, hacking reverse engineering by any person acting on it's behalf. Once the Company has logged on to this service the Company must not leave the terminal or other device from which the Company has accessed the service at any time or let or anyone else use it until the Company has logged off from this service. The Company will be responsible for ensuring that the person on it's behalf has logged off this service at the end of the session.

2. LIABILITY FOR LOSS , DELAY ETC.

- The Company shall not act in any manner contrary to any other terms and conditions applicable to Accounts/ or the Banking Services through the use of this service.
- The Company shall not hold the Bank liable for any loss incurred by the use of User ID and Password issued to the Company or to delegate /s or any substitute thereon used with or without company authority.

- The Bank shall not be responsible for any loss or damage or for any loss of profit, loss of contracts, financial losses, loss of data or loss of goodwill incurred or suffered by the Company as a result of non-acceptance of and or non adherence to instructions given on internet Banking facility for any reason whatsoever.
- The Bank shall not be responsible for any loss or damage incurred by the company as a result of an act of the delegates appointed for People's Bank Internet facility.
- The Company shall carefully examined its accounts or any other information provided by the Bank to the company through this service from time to time and shall report any errors omissions or any discrepancy to PB in writing immediately from the date of such statements.
- The Bank is not responsible for any nature of loss, damage occurred due to giving this mobile phone connection registered by the customer at the time of obtaining this facility to another or stolen by other parties.
- If there is a change of Officers / Directors named by Corporate customers at the time of obtaining this facility due to any reason whatsoever, it should be informed to the Bank Manager immediately. The Bank is not responsible for damages occurred due to the failure or delay in notifying so.

3. USE OF INFORMATION AND CONFIDENTIALITY

• At no time and under no circumstances the Company shall disclose to any person the Company ID/ Password/ Personal Identity Number (PIN) of the Company required for use of this service and to treat same as strictly confidential.

4. **INTELLECTUAL PROPERTY**

• The Intellectual property rights in all data, information, system, processes or other material used by or developed by PB for the purpose of providing this Service shall vest in PB or it's licensors. The Company shall use such material only for the purpose of receiving this service.

5. TERMINATION

• The Bank shall have the full discretion to cancel withdraw, or renew the Internet Banking facility without any prior notice or any reason given to the Company in the event that the company decides to terminate the use of Internet Banking or to terminate or employ services of delegate/s of the company shall give the Bank not less than 7 days prior notice in writing.

6. **RULES AND REGULATIONS**

• The use of People's Internet Banking shall be subject to the Bank's prevailing conditions rules, regulations and any terms, conditions governing all services facilities and transactions covered by the People's Internet Banking.

7. GENERAL CONDITIONS

- PB may impose appropriate charges for this service or for any additional functions provided under this service, as may be determined by PB from time to time. The amounts deducted as charges for this service will communicate to the Company and will be available on PB's website.
- Any modifications or changes shall be notified within 7 days notice to the Company. The Company agrees and undertakes to pay all charges imposed by the PB for this service.
- PB may suspend or modify any service provided to the Company under this service without notice where PB considers it necessary or advisable to do so.
- This service is available on a "as is, as available basis" .The Bank shall not be liable in any manner whatsoever if the service become unavailable for any other fault.
- That the PB reserves the right to vary these terms and conditions and fees applicable at any time and without prior notice.
- The company agrees to pay in charges due to the Bank on functions performed by the company or any Bank delegate using internet banking facility.
- The company shall inform the Bank immediately if the company becomes aware of any unauthorized use of User ID and Password

8. NOTICES

Any notice required to be given by the Company to the Bank in connection with the subject matter of this agreement shall be given in writing and sent through FAX/Courier to your Branch Manager.

IMPORTANT – Please note carefully your security duties described in Terms and Conditions. If you breach any of the security duties you may be liable for transactions even if you did not authorize them. By accepting our terms and conditions you are requesting us to add your account to the Internet Banking Service. These terms and conditions shall be read as part and parcel of the contract governing the terms under which you opened your account with PB.

INDEMNITY

The Company doth hereby agree and irrevocably hold the People's Bank indemnified and save harmless against any losses, charges, suites, claims, expenses and damages that People's Bank shall or may be caused, sustained, incurred or suffered by reasons of the customer or delegate/s duly nominated by the customer using People's Bank internet in any manner whatsoever and against any loss and/or miss detection of data in transit electronically and by reasons of the Bank generating and issuing the original password/s and/or subsequent passwords to the customer's or it's delegate/s User ID/, at the customer's or it's delegate's written request and or / any substitutions affected by the customer a delegates duly nominated by the customer.

The Company doth hereby agree to be bound itself and its successors and assigns to the above terms, conditions and indemnity.

PARTNERS/ DIRECTORS/ OFFICE BEARES etc.

Name	Signature	Date	Designation
1.			
2.			
3.			
4.			
Company Seal:			

Witnessed By: To be signed by any Official of the company or any other

Name & Service Number : Designation:	Name & Service Number : Designation:
Date :	Date :

(OFFICE USE ONLY): Authorization Granted:

User ID Created:	
Customer data verified by	Internet Banking Facility activated by
Authorized Officer (Signature)	Authorized Officer/ Branch Manager (Signature)
Name	Name
Service Number:	Service Number:
Date :	Date :

Annexure – 1

Draft of the consent letter to be adopted by the partnerships

We (1).....,NIC No.....

(2)....,NIC No.....

(3).....,NIC No.....

(1).....,NIC No.....

(2).....,NIC No.....

Further we hereby agree that the people's Bank is not liable for any loss occurred as a result of such consent given by us and any adverse effect of such transaction.

To be signed by all partners

- (1).....
- (2).....
- (3).....

Dated:

SPECIMEN

BOARD RESOLUTION TO OBTAIN E- BANKING FACILITY

The Board meeting of(Name of the Company) Was held at on

IT WAS RESOLVED THAT :

...... (Name of the company) to obtain Internet Facility by People's Bank for the following accounts which maintained at Corporate Banking Division.

Accounts: 1.

2.

It was resolved that the company do execute all necessary documents related to Internet Banking by any two of the following directors.

1.

- 2.
- 3.

It was further resolved that the following names are appointed and authorized only for the usage of Internet Banking Facility subject to the terms and conditions and Indemnity relating to the agreement entered by the Company and People's Bank.

<u>User</u>

NIC No.

User Level

Signatories

1.

2.