

Terms & Conditions Governing People's Bank Internet Banking Facility for Vostro Agents

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 Vostro 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.

Once you have accepted these terms and we have acknowledged your acceptance you will be able to use the Internet Banking Service for Vostro Agents only to view your account balance and take prints thereof. You will be able to view the most current version of these terms whilst using this facility. The additional features we may offer from time to time may require us to modify the terms and conditions of this Agreement to facilitate the use of such features. By agreeing to these terms you also agree to abide by any additional conditions you may be required to comply in order to use new features introduced from time to time.

These terms may be accepted through the use of the PB Website by following the instructions set out on the relevant screen page. In addition you agree that any use by you of the Internet Banking service shall constitute your acceptance of the terms. We recommend that you store or print a copy of the terms and conditions for your record.

Terms and Conditions for the use of PB Internet Banking Facility for Vostro Agents.

DEFINITIONS.

"Account" means Vostro account opened by you with PB.

"This Service" is the Internet Banking Service provided by PB to Vostro Agents which is described in the terms by which provide information of your account and give prints thereof.

"Terms" means these terms and conditions and any additional or supplementary Terms and conditions which we may notify you from time to time.

"Password" is used by you for accessing the "Internet Banking Service for Vostro Agents".

"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 **"Agent"** is references to the Vostro Agent or an authorized person of the Vostro Agent requesting the Internet Banking Service.

Website - Any page containing in the <https://www.ebank.peoplesbank.lk/pb/>

The words importing the masculine gender shall include the feminine gender and the words importing 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 Agent agrees to comply with the terms, conditions and any security procedures mentioned herein below.
- The Agent hereby agrees to keep the password secure and secret at all times and take steps to prevent unauthorized use of it.
- The Agent hereby ensure that it's employees, servants or any person who is 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, agents of the Agent to this facility.
- The Agent 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 Agent has logged on to this service the Agent must not leave the terminal or other device from which the Agent has accessed the service at any time or let or anyone else use it until the Agent has logged off from this service. The Agent 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 TRANSACTIONS.

The Agent 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.

3. INFORMATION ON ACCOUNT BALANCES AND STATEMENTS.

The Agent shall carefully examine only Account statements and balances of the Agent or any other information provided by PB to the Agent, through this service from time to time and shall report any errors, omissions or any discrepancy to PB in writing within 7 days from the date of such statement.

4. USE OF INFORMATION AND CONFIDENTIALITY.

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

5. 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 its licensors. The Agent shall use such material only for the purpose of receiving this service.

6. TERMINATION.

PB may terminate the Agreement and withdraw this facility,

- on giving the Agent at least 07 days prior written notice;
- immediately upon breach by the Agent of any of the terms of this Agreement
- immediately upon the bankruptcy or other incapacity of the Agent;
- if PB reasonably believes that any of the Banking Services have been used negligently, illegally or fraudulently by the Agent, or by a third party as a result of the Agent's negligence or recklessness;

7. GOVERNING LAW.

All relations established by PB with the Agent pertaining to this service are governed by and will be construed with the Laws of Sri Lanka.

8. NOTICES

Any notice required to be given by the Agent to PB in connection with the subject matter of this agreement shall be given in writing and sent through FAX/Courier to the postal address to Senior Manager (IT), People's Bank. IT Centre, Internet Banking Unit, No. 475, Thalangama, Battaramulla, Sri Lanka. Tel: +94112864068, +94114790228, Fax: +94115554560 with a copy to Asst. General Manager (OCS), People's Bank, Overseas Customer Services, No. 59, D R Wijewardana Mawatha, Colombo 10, Sri Lanka. Tel: +94112332751, Fax: +94112326428

9. GENERAL CONDITIONS.

- The Agent must agree to maintain minimum balances in the accounts as may be required by PB from time to time.
- 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 Agent and will be available on PB's website. Any modifications or changes shall be notified within 7 days notice to the Agent. The Agent agrees and undertakes to pay all charges imposed by the PB for this service.

- PB may suspend or modify any service provided to the Agent 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.

We confirm having read and understood the above Terms & conditions and we agree to be bound by these conditions.

Signature

Signature

Name:

Name :

Designation:

Designation:

Date:

Date:

Company Seal

Company Seal