

# SEYLAN SMS BANKING

(Annex 2)

## INDEMNITY

To : Seylan Bank Limited ("The Bank")

I/We .....  
(full name of the Personal User or Company name for Corporate Users)

bearing ..... (NIC No./ Company Registration No.) having applied for Seylan Bank SMS Banking facility, understand and agree that the following functionality/ functionalities will be available to me / us through same.

- Inquiry of account balances, clearing cheque information, transaction history, cheque details, credit card balance and payment details.
- Transfer funds within own linked accounts, to third party accounts on online and pay bills of designated utility companies on an online basis
- Phone re-load
- Alerts on accounts and credit cards

Or any other functionality the Bank may provide in the future thro Seylan Internet Banking.

In consideration of same, I/We agree and indemnify the Bank as follows

- To exercise utmost care and diligence during payment of Utility bills, Phone re-load and designating accounts for funds transfers to both own accounts and third party accounts and understand and agree that the Bank will be under no obligation nor duty to recover any funds already credited to accounts either intentionally or unintentionally
- To indemnify and keep indemnified the Bank from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without imitation, interest and legal fees) and expenses of whatever nature (whether actual or contingent) suffered or incurred sustained by or threatened against the Bank whatsoever arising from or in connection with or any way relating to the Bank in good faith accepting and acting on instructions placed via Seylan SMS Banking as authorized by this indemnity by us / authorized signatory or signatories.
- The within indemnity shall not be affected and shall continue in full force and affect notwithstanding unless otherwise requested so in writing by you me/us and accepted by the bank. Nevertheless transaction performed during the validity of this indemnity shall treat and interpreted under the conditions of this indemnity.
- The Bank may at any time terminate this facility, add or cancel functionalities at its discretion by giving reasonable notice.
- I/We authorise the Bank to debit any of my/our account(s) with the Bank with all and any amounts which may become payable to the Bank pursuant to the within indemnity.
- Where this indemnity is given by two or more parties the liability of such parties to the Bank hereunder shall be joint and several.
- This indemnity will be treated as an integral part of the Bank's terms and conditions governing the usage of the Banks SMS Banking facility.

Signed .....

Date at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_

If a Partnership or joint account all parties or joint account holders to sign  
(In case of Companies, Rubber Stamp to be affixed)