



Terms and conditions governing the use of Seylan SMS Banking and SMS Alert Service

I. General

These Terms and Conditions shall be read together with any other terms and conditions governing the use of other facilities, benefits, products or services which the Seylan Bank Ltd may make available to you from time to time in connection with SMS Banking. In the event of any conflict, these Terms and Conditions shall prevail.

II. Definitions

1. The following terms and expressions shall have the following meanings unless otherwise defined:

"Bank" means the Seylan Bank Ltd, a banking company incorporated under the Companies Act, No. 17 of 1982 and having its registered office at Ceylinco Seylan Towers #90 Galle Road, Colombo 3 Sri Lanka and branches all over Sri Lanka.

"Account" means any one or more accounts held and/or facilities provided by the Seylan Bank including but not limited to savings accounts, current accounts, RFC, NRFC, credit card or debit card, loans, investments or such other accounts and/or facilities as may be determined by the Seylan Bank Ltd from time to time.

"SMS" means Short Messaging Service which is the transmission of short text messages to and from SMS enabled devices including but not limited to mobile phones.

"Alert(s)" means the customised messages sent to the customer over his mobile phone as short messaging service ("SMS") in response to the Triggers set by the customer and/or by the bank.

"Triggers" means the customised triggers that are required to be set or placed by the user with the bank which shall enable the bank to send the corresponding Alerts to the user for specific event/transactions relating to his Account.

"Mobile phone" means the handset and SIM card along with the accessories and necessary software for GSM phones and handsets and software for CDMA phones, which is owned by the mobile subscriber.

"SMS PIN" or **"PIN"** means any personal identification number and/or password selected by you or assigned by the Seylan Bank to you, as the case may be, to enable your access and use of SMS Banking.

"User" means the customer of the bank authorised to use the SMS Banking/Alert facility.

"Network Service Provider" means telecommunications service providers or any other network service provider that provides the Customer with telecommunications and connectivity services necessary for the provision of SMS Banking.

"Facility" means the SMS Banking and Alert facilities offered by the bank.

"Terms and Conditions" means these terms and any amendments and/or variations thereto for access and/or use of SMS Banking.

"Web Site" means the web site located at URL: <http://www.eseylanet.com/sms> and bank home page www.eseylan.com

- References to 'persons' shall include Proprietorships, Partnerships, Limited Liability Companies, Clubs & Societies, Corporations, Individuals and Joint Account Holders.
- References to 'you' are references to customers of the Seylan Bank to whom the Seylan Bank has agreed to provide SMS Banking and "your" and "yours" have a corresponding meaning.
- Words importing the singular shall include the plural and vice versa.

5. Any banking term not specifically defined or described herein shall be construed in accordance with the general practice of the banks and financial institutions in Sri Lanka.
6. In the event of any conflict in the interpretation of this Agreement and any translation of the Agreement in any language, the English version shall prevail.

III. Eligibility

1. Any customer having a Savings Account/Current Account/RFC/NRFC/VISA Credit Card/ Debit Card with the bank is eligible to avail the SMS Banking/ SMS Alert facility.
2. The bank may extend the service to other accounts including term deposits and loan accounts.
3. In the case of joint account, partnership accounts etc the mandate specified by the bank is to be given by all the joint account holders/partners. Account should be maintained at any of the branches of the bank which are connected to the banks Wide Area Network.
4. Accounts in the name of minors are not eligible for SMS Banking/Alert facility.

IV. Facilities

Seylan SMS Banking consists of three main service categories.

1. Inquiries / Services

This feature will enable the client to view Account / Seylan Credit Card details and will facilitate the following.

- 1.1 Balance Enquiry
- 1.2 Mini Statement
- 1.3 Last 5 Credit Transactions
- 1.4 Last 5 Debit Transactions
- 1.5 Today's Clearing
- 1.6 Un-cleared Cheques
- 1.7 Cheque Book requisition
- 1.8 VISA credit card Balance
- 1.9 VISA credit card Next Payment Details
- 1.10 VISA credit card Last Payment Details
- 1.11 Exchange Rates
- 1.12 PIN Change

2. Financial transactions

Following financial transactions are available for the customers.

1. Fund transfers
2. Utility payments
3. Re-load

3. Alerts

- a) **Seylan Bank SMS Banking facility** means the facility granted by the bank to access information relating to Savings, Current, RFC, NRFC accounts, Credit Cards, effect fund transfers, make utility payments, re-load prepaid accounts and alerts on usage of products and/or services as may be made available on mobile phone by the bank from time to time upon customers request.
- i) The bank reserves the right to decide on the services to be offered to a particular user and different services may be offered to different users.
 - ii) The bank also reserves the right to make any additions or deletions in the services offered through SMS Banking at any time.
 - iii) The user shall, as a matter of customer protection, use a pre-designated 4 digit PIN number to access the SMS Banking service. At present, the customer has the option to change the four digit number at any given time.
- b) **Seylan Bank Alert facility** means the service provided by the bank whereby a customer can obtain specific information pertaining to his account, credit card or debit card on his mobile phone number.
- i) More than one account, credit card or debit card may be set on a particular mobile number.
 - ii) The Alerts will be available to the users only if the user is within the cellular service range of the particular cellular service provider or within such area, which forms part of the roaming network of such cellular service provider providing services to the customer.
- c) **Bill Payment facility/ Fund Transfer facility / Re-load facility**
- i) The Bill Payment Services shall only be used for the purpose of settling Bills to the Payees/Utility Companies. Fund Transfer facility shall only be used to transfer funds between LKR accounts linked to the SMS Banking facility. Re-load facility shall be used to re-load the own prepaid accounts or prepaid accounts of a third party.
 - ii) The Seylan Bank shall not be liable for any disconnection or disruption in the supply of services or purchase of goods to you from the Payee/Utility Company/Agent or the Service provider. You are required to contact the Payee/Utility Company/Agent or Service provider should you experience any such disconnection or disruption.
 - iii) The Seylan Bank may at any time, at its sole discretion, add Payee/Utility Companies/Agents or withdraw Payee/Utility Companies/Agents from the list without providing any reason and shall not be liable for any loss or damage which you may suffer as a result of this.
 - iv) Users should exercise utmost care and diligence during payment of Utility Bills, transferring funds between accounts, re-loading own or third party prepaid accounts and understand and agree that the bank will be under no obligation nor duty to recover any funds already credited to accounts, utility collection accounts or prepaid phone accounts either intentionally or unintentionally.

V. Registration for SMS Banking/Alert facility.

1. Eligible customers of the bank desirous of availing the services should submit an application in the specified form, duly completed, at any branch of the bank.
2. Customers of the bank shall be allowed to use the facilities only after his/her/their application has been processed and the information furnished registered with the bank.
3. The bank shall have the right to reject the application of any person without assigning any reasons.

VI. Authorisation

1. The user expressly authorises the bank to disclose to the mobile service provider/ Application Service Provider all user information in its possession, as may be required by them to provide the services to the user.
2. The bank shall make all reasonable efforts to ensure that the user information is kept confidential. The bank however shall not be responsible for any divulgence or leakage of confidential user information.
3. The user expressly authorises the bank to carry out all request(s) or transaction(s) for and/or at the request of the user as are available to the user through SMS Banking facilities without the bank having to verify the authenticity of any request or transaction purporting to have been received from the user through SMS Banking.
4. The Bank shall have the option to introduce new facilities through SMS Banking services at any time in future and the user shall deemed to have expressly authorised the Bank to avail same when a request is received by the Bank.

VII. Usage/Process

1. The user shall use only his mobile phone, the number of which has been informed to the bank to access the facilities.
2. The user shall use the PIN stipulated by the bank to access the various services.
3. The user must keep the SIM card and his mobile phone in his possession at all times. The user shall be solely responsible for the consequences in case the user fails to adhere to the above.
4. All the transactions arising out of the use of SMS Banking in relation to a joint accounts/ partnerships shall be binding on all joint account holders/partners.
5. The user shall be required to acquaint himself with the detailed process for using SMS Alerts and the bank shall not be responsible for any error made by the user while requesting same/ effecting payments. To receive the Alerts, the user may select the types by indicating the same in the application submitted to the bank.
6. In setting of the Triggers by the user, the terms and conditions as applicable to Seylan Bank Tele Banking and Seylan Bank Internet Banking shall also apply.
7. The user acknowledges that SMS Alert will be implemented in a phased manner and the Seylan Bank may at a later stage, at its discretion, send Alerts over e-mail, expand or vary the available Alerts, or may discontinue all or any of the facility/features. The Bank may, from time to time, change the features of Alert. The user shall be required to keep him informed of the available Alerts, which shall be made available on the Website. The user may, from time to time, modify the Alerts selected by him, without the necessity of a fresh registration by submitting an application for the same in the specified form. The bank may subsequently offer the option of modifying the alerts through its website and any instructions received from the user therein may be accepted by the bank at its discretion.
8. The user shall have the option of using SMS Banking through two methods.
 - a) The customers who 'subscribe for the Alert facility shall indicate in the application form the desired alerts from the menu of alert choices offered by the bank', which shall then be sent to him at specific points of time (Push Messages/ Alerts).
 - b) The customer, after registering for the facilities, shall be required to send a message in specified format by using different service codes via SMS to a specified number along with the desired access code which would describe a particular information request. Users who uses the menu based systems may use the appropriate menus.('Pull Messages') Service codes for various information requests shall be as may be provided for, from time to time, sent to the users via SMS available at the branches of the bank and on the website.

VIII. Receiving Alerts

1. The bank will not acknowledge receipt of any instructions or Triggers nor shall the bank be responsible to verify any instructions or Triggers or the user PIN or mobile phone number. The bank will endeavour to give effect to instructions and Triggers on a best effort basis and as soon as practically possible for the bank. The bank shall not be responsible for any deficiency or delay in effecting the service or in effecting modification of the triggers.
2. The bank may, in its discretion, not give effect to any Triggers if the bank has reason to believe (which decision of the bank shall be binding on the user) that the triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.
3. The user acknowledges that to receive alerts, his mobile phone number must be active and accessible. The user acknowledges that if the user's mobile phone number is inaccessible or inactive continuously the user may not receive the Alert message sent by the bank.
4. Triggers/Modification of triggers will be processed by the Bank after receipt and the bank shall have the discretion to determine the time taken to process such request. The user acknowledges that there shall be an intervening period between receipt of Triggers by the bank, process of the Triggers and the time that the Alerts are sent.
5. The user acknowledges that the SMS Banking Alert Facility is dependent on the infrastructure, connectivity and services provided by service providers engaged by the bank. The user accepts that timeliness, accuracy and readability of Alerts sent by the bank will depend on factors affecting other service providers engaged by the bank.
6. The user accepts that each Alert may contain certain account information relating to the user. The user authorises the bank to send account related information through not specifically requested, if the bank deems that the same is relevant.
7. If Alerts cannot be delivered to the user on consecutive occasions the bank reserves the right to have the SMS Banking Alert Facility temporarily suspended, until reactivated by the user. The bank shall have the discretion to fix and vary at any time the trigger set for such suspension of facility.

IX. Responsibilities and liabilities of the User.

1. The user is responsible for the accuracy of any information provided by the user in his/her application for availing the facilities or through SMS Banking.
2. In case the user observes any error in the information provided by the bank through these facilities, the user shall immediately inform the bank. The bank will make the best possible efforts to rectify the error as soon as possible.
3. The user shall be solely responsible for protecting his PIN and the mobile phone number.
4. The user agrees that the account details provided by the bank through these facilities shall be prepared by electronic means and the bank shall not be responsible for any incorrect information.
5. The user is responsible for intimating to the Bank immediately either lost or stolen of the phone/any change in his phone number/SIM card or email address or account details and the bank will not be liable for sending Alerts or other information over the user's mobile phone number/e-mail address/fax number recorded with the bank.

6. If the user acquires knowledge that his/her four digit code (PIN) number has been divulged to another person or an unauthorised transaction has been carried out in his/her account, the user shall inform the bank in writing immediately and request for a change of PIN number. Such request shall be addressed to,

Seylan Bank Ltd,
eBanking Division,
Level 13,
Ceylinco Seylan Towers,
Colombo 3.
Tel - (94) 11 2452600. Fax – (94) 11 2452587

The re-issued PIN will be sent to the user via registered mail. The user has also been provided with a facility to change the PIN by through his mobile phone directly. The user is advised to change the PIN at regular intervals as a security measure. For security reasons, Bank may at its discretion, change the PIN, and the customer may contact the Bank for the new PIN.

7. The user assumes responsibility for all transaction in his/her account emanating from his mobile phone. The user should validate the transactions carried out as per instructions on receipt of all confirming/acknowledgement messages also the user should inform the bank if acknowledgement is not received on time and also check monthly statement for the verification of transactions carried out.
8. The relevant records maintained by the bank in respect of the accounts of user shall be accepted as conclusive and binding for all purposes.
9. User should take all reasonable steps to prevent unauthorised access to confidential information stored in phone or prevent users mobile phone from being used if it is lost or stolen. Such steps should include personal identification number code on users mobile phone at all times not leaving users mobile phone without having set the PIN and deleting text message from the service once user have read them.

X. Transaction Records

1. You agree that the Seylan Bank records shall be conclusive evidence of your dealings in connection with SMS Banking.
2. You hereby agree not to object to the admission of the Seylan Bank's records as evidence in any legal proceedings on the basis that such records are not originals, are not in writing or are documents produced by a computer.

XI. Fees

1. You acknowledge that the Seylan Bank shall be entitled to levy or impose service charges or transaction fees and/or to vary such fees from time to time upon prior written notice of such variation in respect of the SMS Banking rendered to you. Your continued use of SMS Banking to which such charges and fees relate to shall be deemed to be acceptance of the same.
2. You hereby authorise the Seylan Bank to debit your Account with such fees, commissions and charges.
3. Notwithstanding the service charges or transaction fees imposed by the Seylan Bank you are further liable for any charges levied by any of Network Service Providers, Payee/Utility Companies and/or any other third party as a result of the use of SMS Banking.

XII. Limits on transactions and account information

1. The Seylan Bank is entitled to set limits on transaction(s) performed by you through SMS Banking. Such limit(s) may be varied from time to time and you shall be informed accordingly of such changes through email/SMS/direct mail or web site.
2. While the Seylan Bank takes reasonable steps to ensure that any information pertaining to your Account(s) obtained through SMS Banking is up to date, you hereby acknowledge and agree that such information may not be up to date as there may be Instruction(s), transactions and/or charges incurred which have yet to be processed or are being processed.

XIII. Disclosure of Information

1. You hereby authorize the disclosure of any information regarding yourself or your Account(s) to any third party in order for the Seylan Bank to execute your Instructions under SMS Banking.
2. You hereby authorise the disclosure of information regarding yourself or your Account(s) to any entity within the Seylan Bank Group to enable the cross selling or servicing of Seylan Bank Group's products and services to you.
3. However if you are not agreeable to sharing your information for the purposes and/or to the parties stated in these Terms and Conditions, you are advised to cease using SMS Banking immediately.
4. You hereby agree and understand that the Seylan Bank, or any third party to whom the Seylan Bank has transmitted information about you or your Account(s), may disclose this information if required or authorised by any law, regulation, court order or other legal process to do so.
5. You hereby authorize and permit the Seylan Bank to transmit messages, information, data and Content to your mobile phones or any such devices as may be approved from time to time under SMS Banking, irrespective of whether the same has been initiated or requested by you.

XIV. Disclaimer

1. The bank shall endeavour to provide the SMS Banking/Alert Facility on a best effort basis and the customer shall not hold the bank liable for non-availability of the SMS Banking/Alert Facility or non-performance by service providers, if any engaged by Seylan Bank or any loss or damage caused to the user as a result of use of the SMS Banking /Alert Facility (including relying on the Alerts for the customer's commercial, investment or business purposes) for causes which are not attributable to the bank.
2. The bank shall not be liable for:
 - a. Any unauthorised use of the user's PIN or mobile phone or for any fraudulent, duplicate or erroneous instructions.
 - b. Acting in good faith on any instructions received by the bank.
 - c. Any error, default, delay or inability of the bank to act on all or any of the instructions.
 - d. Loss of any information/instructions/Alerts in transmission.
 - e. Unauthorised access by any third party to any information /instructions given by the user or breach of confidentiality.
3. Bank shall also not be liable for divulging the details of the accounts of the user to third parties in connection with extending the SMS Banking facility by changing the ownership of the phone.
4. The Bank is in no way liable for the services provided by the mobile service providers to the User in relation to the mobile phone.

5. The User agrees that the Bank may use the service of any service provider of its choice and that the Bank assumes no liability for any loss incurred by the user due to failure in the network. The User also agrees that the Bank is free to change the service providers used by the Bank at any time.
6. The bank and the service providers used by the Bank does not guarantee the performance of the system and network and shall not be held liable for any loss or damage whatsoever suffered or incurred by the User resulting from the services.
7. The Bank and the service provider used by the Bank shall not be held liable for any loss or damage whatsoever arising out of delay, interruption, suspension or error of the SMS Banking facility in receiving and processing the request and formulating and returning the responses.
8. The bank shall not be liable for non delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the user.
9. The bank shall not be concerned with any dispute between the user and the cellular service provider and make no representation or gives no warranty with respect to the quality of service provided by the mobile service provider or gives no guarantee for timely delivery or accuracy of the contents of each alert.
10. The bank shall not be liable in any manner to the user in connection with the use of the SMS Banking/Alert facility.
11. The responsibility of the Bank with respect to the facility of payment of any amount under any payment facility offered or to be offered by the bank, as per this agreement shall be restricted to making payment of the bill / intimated amount by debiting the User's account and bank shall not be liable to attend to any complaints as to the services offered, particulars of the claim in the bill and any other related claims/disputes if any raised by the Users.

XV. Indemnity

In consideration of the bank providing these facilities, the user agrees to indemnify and hold the bank and the service providers used by the bank against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the bank may at any time incur, sustain, suffer or be put to as a consequences of or arising out of or in connection with any services provided to the user pursuant hereto. The user shall indemnify the bank for unauthorised access by any third party to any information/ instructions/ alerts given by the customer or breach of confidentiality.

XVI. Addition and withdrawal of facilities

1. The bank reserves the right to introduce additional services and/or withdraw the existing services at any time with or without giving any notice to the user.
2. The Bank reserves the right to send messages to the registered mobile phones regarding its products, services or any related matter, without the express consent of the customer.

XVII. Termination

1. The user can terminate the SMS Banking/Alert facility at any time by giving a written notice of at least fifteen days to the bank.
2. The bank may withdraw the SMS Banking/Alert facility at any time with or without giving any notice to the user.
3. The closure of the account of the user in the bank or surrendering of mobile phone connection by user or disconnection of mobile phone by the service provider may automatically terminate the service.

4. The bank has the sole discretion to add to and/or to delete or vary at its discretion any of the terms hereof from time to time without notice to the user.

XVIII. Governing Law

This facility is govern by and construed in accordance with Laws of Sri Lanka. Any dispute with Bank and the User will be settled by means of arbitration by a sole arbitrator appointed by the Bank, in accordance with the arbitration rules of Sri Lanka. The arbitration will be conducted in Sri Lanka.

XIX. Copyright and Trademark Notices

All ownership rights, copyright, trademarks and other intellectual property rights attaching to, contained or vested in this Service and all content, data, information, details, materials, literature, manuals or graphics contained in this Service are properties of the Seylan Bank unless otherwise indicated. The Seylan Bank strictly prohibits any use of any of its aforesaid rights in any manner whatsoever without its express prior written consent.

XX. Modification of the Terms & Conditions

The Seylan Bank reserves the right to amend the Terms and Conditions herein at its sole discretion at any time. Notice of such amendments shall be communicated in such manner in the web sites as the Seylan Bank deems fit and subject to any legislative requirements.