

## BUSINESS INTERNET BANKING APPLICATION

### Details of Business / Organization

Registered Name:

Registration Number:

Registered Address:

Mailing Address:  
(If different from  
Registered Address)

Account numbers to be added to the BIB

1.

2.

3.

4.

5.

6.

Constitution (Mark 'x'):

Sole Proprietorship	<input type="checkbox"/>	Private Limited	<input type="checkbox"/>	Public Limited	<input type="checkbox"/>
Cooperative / NGO	<input type="checkbox"/>	Others (Please Specify)	<input type="checkbox"/>		

### Details of Company Admin User

Full Name:

Name with  
Initials:

Preferred User ID:  NIC. No.:

Private Address:

Designation:

Telephone(Office):  Mobile:

E-mail (Office):

I have fully and adequately understood the provisions provided for me as the user of the above mentioned institutional account(s) on behalf of my employer/partnership (other .....).

I further agree to inform the Bank if any change of mobile number/ e-mail address stated above through the corporate (Applicable for SMS / e-mail OTP).

I further agree and undertake that I shall not divulge Corporate ID, User ID, Password, to any third party.

I further agree and undertake that I shall not handover Token PIN, Token detail or Token devices to any third party.

I further confirm that I have read, fully and adequately understood the terms and conditions and other provisions governing the SDB bank Business Internet Banking facility. I hereby agree to abide by them.

Name:

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Signature on Company Seal

Date

Note: Separate Board Resolution should be provided by the company /institute authorizing the SDB bank to create company /institute admin user as shown above. In case of termination /change of the service of company user, SDB bank should be informed immediately.

#### Preferred Corporate ID

(Compulsory to fill two preferred IDs, if 1<sup>st</sup> choice is already available Bank will use the 2<sup>nd</sup> choice.)

1<sup>st</sup> Choice:

2<sup>nd</sup> Choice:

#### User Module

Select the suitable number of users' suit/s your business requirement

#### Dual Control Option

Required

☐

(Minimum two users required)

Not Required

☐

(One user can perform maintenance of Corporate Internet Banking)

1. I/We hereby agreed to assign the system default transaction limits for 3<sup>rd</sup> party & other Bank transactions as follows:

- Per day count 100
- Per day transaction value Rs. 5,000,000.00

2. I/We hereby agreed to assign the following transaction limits for 3<sup>rd</sup> party & other Bank transactions.

- Per day count

- Per day transaction value Rs.

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Note:- Maximum value per transaction is Rs. 5 Million and maximum number of transaction per day is 100  
(Purpose of over 200,000/- transactions for 3<sup>rd</sup> party accounts should be stated in 'Remarks' field in fund transfer screen)

# Terms and Conditions for Business Internet Banking

These terms and conditions apply to Business Internet Banking service offered by SANASA Development Bank PLC. These terms and conditions are supplement to the general terms and conditions of corporate accounts.

## 1. Defined terms

“Account(s)” means all corporate account(s), which belong/s to the organization with SANASA Development Bank PLC. , eligible for service and linked thereto, including any new accounts which are to be opened.

“SDB bank” / “Bank” means SANASA Development Bank PLC.

“BIB” means Business Internet Banking.

“Organization” means the institute that is going to be registered under BIB service and the account holder/s who have accepted these terms and conditions and “organization” has the corresponding meaning.

“LKR” means the Sri Lankan Rupee.

“Banking Day” means any day on which Banks in Sri Lanka are open for business.

“Corporate ID” means the 2-15 unique alphanumeric character identity by which the Bank identifies copy used in SDB bank’s online BIB service.

“Instruction” means a request or instruction to BIB legitimately made through the service using the Corporate ID, User ID, Password and Token PIN.

“Password” means the minimum eight-digit code (Alpha, Numeric & Special Character) created by Corporate User when he/she perform the “user login” for BIB service.

“Service” means the BIB service that SDB bank makes available to the organization through the internet network to enable the electronic receipt and transmission of information and instructions (including in relation to an account).

“Terms & Conditions” means these terms and conditions, as amended from time to time.

“User(s)” means one or more individuals duly authorized by the organization to use/operate/allow to have access the service and access the account.

“User ID” means the 2-15 alphanumeric characters BIB identity by which the Bank identifies each of organization’s users.

“OTP PIN” A one-time password (OTP) is an automatically generated numeric or alphanumeric string of characters that authenticates the user for a single transaction or login session. This will use for password reset, transaction limit exceeds etc.

“Data” the quantities, characters, or symbols on which operations are performed by a computer, which may be stored and transmitted in the form of electrical signals and recorded on magnetic, optical or mechanical recording media.

“Intellectual Property Rights” means any and all rights of copying design rights know how patent design, trademark and / or any other intellectual property right/s of any description whether the said rights of the Bank have been acquired by way of acquisitions, assignments, law or otherwise.

(Clause headings are inserted only for convenience or reference and shall not affect the interpretation of these presents. Unless the context otherwise requires, words importing the singular shall include the plural and vice – versa.)

## 2. Acceptance

When using the service, the organization shall accept these ‘Terms and Conditions.’

## 3. Using the service

This service can be used by the corporate user not only to view and make inquiry all type corporate account balances, all transaction history, but also to make transactions under Fixed Deposit, Fund Transfers, Payment Services, Loan Repayment, Pay Roll, Remittance, Trade Finance, Trade Loans, Cheque Services and submit to the Bank as authorized transaction by corporate approvals. In addition to these functions, this service can manage corporate user details and corporate details as a corporate admin.

#### **4. Intellectual property rights, copyright and other allied rights**

The organization shall agree that BIB service shall remain the sole property of the Bank at all times and shall not in any circumstance obtain or strive to obtain any rights in the Bank's property and the organization shall not copy the BIB service or any of the information, techniques, data or designs relating thereto.

#### **5. Changes to these terms and conditions**

Bank reserves the right to amend these terms and conditions and any other information it has issued about the service at any time. If the Bank introduces any new fee/charges any change of fee/charge, increasing the organization's liability for losses or adjusts any periodic transaction limits, the organization will be given 15 days' notice in writing (for example on account statements or on our website). Notice of any other change will be pre-post on the website of SDB bank ([www.sdb.lk](http://www.sdb.lk))

#### **6. Compliance**

When crediting a third party account by an amount exceeding rupees two hundred thousand or its equivalent in any foreign currency separately or aggregate, purpose should be given.

#### **7. Other conditions**

SDB bank takes no responsibility for any altered/removed/obscured information contained after printing/downloading completely/partially, which is printed/downloaded from BIB

In no event shall SDB bank be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for organization's loss of use, data or profits, arising out of or in any way connected with the use or performance of the BIB with the delay or inability to use the Bank website or related service, the provision of or failure to provide services, or for any information, software, products and services obtained through the Bank website, or otherwise arising out of the use of Bank website, whether based on contract, negligence, strict liability or otherwise.

Certain provisions of the service, such as account information are dependent on a secure and continuous connection to the BIB database. Bank makes no warranties whatsoever that such connection will always be available. Bank reserves the right to suspend the service if in its opinion security of the site or of the data could be compromised.

Bank may also suspend provisions of the service on the website at its sole discretion without assigning any reason whatsoever, in such event the organization may contact account holding branch/ call centre - (011 5 411 411) for any clarification.

Various provisions of the service provided through the website are offered as privilege to the organization without any charge. However, the Bank reserves the right to levy charges as applicable from time to time in consideration for certain service provided herein.

#### **8. Electronic advertising**

From time to time Bank may advertise its own products or services on the website through which the organization may access this service. The organization has a right to stop any e-marketing material related to BIB which are sent to own email/mobile at any time. However, this condition does not affect to any other condition of any agreement in respect of e- advertising between the Bank and the organization.

#### **9. Security of internet banking**

SDB bank is committed to ensure the online security of the transactions by using fraud detection and prevention technology, which is monitored around the clock, for active protect. Not only the organization's user can secure their authority by using passwords as the first factor authenticity under SDB bank password policy, but also SDB bank provides high-secured hardware/ software token as the second factor authenticity. A token PIN secures the access to the hardware token.

SDB bank uses a very high level of encryption to protect the organization's account from unauthorized access. Although the use of such levels of encryption may not be permitted in various law jurisdictions, it is the responsibility of the organization to make sure the ability of their corporate users are permitted by the local law. The organization is responsible for acquiring and maintaining any equipment required for continued access of the organization's corporate users and the use of the service (such as the organization's telephone or computer). In addition, the organization's users are responsible for anti-virus and security measures of the devices/computers used by them.



Due to the open nature of the Internet facility, SDB bank cannot guarantee the complete security of the organization's transactions from hacking, unauthorized access, virus attack and other deliberate attempts by third parties in breaching the latest security features which have been put in place.

Apart from the above risks, due to unexpected communication network volumes and failures, there may be a time lag in transmission of information and communication via the Internet. Accordingly, SDB bank cannot guarantee the requests or transactions will be carried out within the anticipated periods.

#### **10. Corporate ID, User ID, Password, OTP PIN and Token PIN and Other Conditions**

The organization agrees and undertakes that all users shall not interfere with or damage (or attempt to interfere with or damage) any Corporate ID, User ID, Password, Token PIN, Data or Software associated with the service.

The organization hereby agrees to advise all users, not to divulge their personal information, including the online banking user name, password and token details to any third party.

Organization shall accept and agree to provide or cause to be provided our data, information, instructions and messages at its own risk and ensures that all data transmitted to the Bank for or in connection with BIB service is correct and complete.

SDB bank will NEVER request from organization or their users to provide user name and password through any of SDB bank channels including Emails, Call Center, Online Banking System or SMS.

The organization undertakes to ensure that all users shall:

- Not disclose PIN, Password, or Confidential details to any third party.
- Not click on links from e-mail or other sources to open the BIB website. Always access through [www.sdb.lk](http://www.sdb.lk) or directly type <https://www.sdb.lk> on the address bar and always verify that the link starts with <https://www.sdb.lk> and the browser contains a lock symbol to ensure it is secure.
- Always logout of the BIB website and ensure the browser is closed.
- Regularly change BIB password.
- Keep token PIN in a secured place.
- Not disclose user's personal or account information over any communication channel. Alternatively, if a user has any doubt, user can decline to provide the information and contact our call center directly on 011 5 411 411

The organization's users are advised to review the security tips section on SDB bank's website <https://www.sdb.lk> and take necessary precautions to protect organization's financial information.

SDB bank may from time to time provide guidelines for ensuring the security of a Corporate ID, User ID, Password and Token PIN. The guidelines will provide examples only of security measures and will not be responsible for any unauthorized instructions on the organization's accounts.

Liability for such transactions will be determined in accordance with clause 15 below. The organization agrees and acknowledges that their accounts may be accessed by any person who is authorized by the organization by using their Corporate ID, User IDs, Passwords and Token PIN through the service. Bank may reset the organization's their User IDs, Passwords and Tokens at any time, upon their request.

The organization is well aware that the Bank shall not be liable for any illegitimate or unauthorized access to the organization's account. The organization do hereby indemnify SDB bank from all and any claims, losses, damages and expenses (including reasonable legal expenses) that Bank may suffer or sustain in connection with any unauthorized or illegitimate access to the organization's account.

The organization or any of their users shall notify to the Bank immediately if a record of the organization's User ID, Password ID, Password, and/or Token PIN is lost or stolen or the organization or any of their users become aware or suspect another person knows the organization's User IDs, Passwords and/ or Token PIN or has made unauthorized use of the service. In such an event, the organization should immediately notify to the bank by contacting Call Centre of SDB bank at any time. SDB bank will then cancel User ID(s) or reset particular password(s) and arrange for the organization to select a new one.

Organization shall undertake and assure the Bank that we shall inform the Bank immediately of any errors, discrepancies or omissions with regard to any data, information, instructions and messages upon the same coming to its notice and confirm that we shall not hold the Bank liable in any manner with regard to any response the Bank may have made until such notice is received by the Bank in writing, authenticated e-mail or via the e-mail address mentioned in the BIB application.

Organization shall agree that the Bank is under no obligation to honour payment or other instructions, if the Bank deems that such instructions are found to be irregular.

The organization shall hereby authorize the Bank, at the Bank's discretion to record by whatever means, the transactions carried out by the organization in respect of the BIB through the authorized persons appointed by us via BIB and agree that such records may be used by the Bank for the purpose of, amongst other things, establishing or verifying that a particular transaction was effected by us through the use of BIB in terms of these terms and conditions.

Organization shall agree that when the Bank makes a payment on behalf of the organization and /or when the Bank acts on the instructions of the organization, the Bank is not acting as organization's agent or agent of the party in whose favour the payment is made or the instructions are carried out.

Organization shall accept the Bank's records and statements of all transactions processed by the use of BIB of the Bank as conclusive and binding on the organization for all purposes and confirm that all transactions effected and instructions given by the organization are deemed to be effected by the organization.

SDB bank may cancel a User ID or Token at any time without notice if it believes these are being either misused or compromised and/ or for any other valid reason.

The organization agrees that SDB bank may disclose information about the organization, their users or their account to the police or other third parties if it thinks it will help prevent or recover losses.

Organization shall accept full responsibility for all transactions processed or effected by the use of BIB of the Bank howsoever effected and undertake and confirm that we shall not act in violation of any statutory or regulatory or other provisions prevailing in the said Republic at any time, through the use of BIB of the Bank.

Organization shall at no time attempt to effect transactions executed through BIB of the Bank unless sufficient funds are available in the respective account/s, and agree that transactions scheduled for a future date will be executed or permitted to be executed by the Bank only if sufficient funds were available in the said account/s on the relevant date and further agree that the Bank is under no obligation to honour payment instructions unless there were sufficient funds in the designated account/s at the time of receiving payment instructions and/or at time such payments fall due.

The obligations of the organization in connection with confidentiality shall continue indefinitely. They will neither end with the expiry or termination of these terms nor will they cease in the event of the relationship between the organization and the Bank coming to an end.

Notwithstanding the provisions of any law or any other agreement between the organization and the Bank, the organization shall agree and accept that a statement with the certification from two officers of the Bank shall be admissible in evidence against the organization in all legal and other proceedings between the Bank and us in respect of any matter whether such matters arise under the use of BIB of the Bank or otherwise and such a statement (whether computer statement or otherwise) shall be final binding and conclusive between the organization and the Bank for all purposes until and unless the organization prove the contrary.

The organization is aware and do hereby shall agree that the Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions and at its absolute discretion or when it deems necessary with notice to the organization and such amendment, supplement or variation shall be binding on the organization.

The Bank shall determine the privileges attached to the use of the BIB of the Bank and shall have absolute discretion to change, vary, add or amend these privileges and conditions attached thereto, from time to time, as the Bank deems fit.

The Bank may attach or detach any accounts opened in the name of the organization, subsequent to the application relating to these terms and conditions. The organization do hereby agree and acknowledge that such attachment or detachment may be due to prevailing rules and regulation of the Bank.

The Bank may from time to time introduce new facilities / options into BIB of the Bank. The organization do hereby agree to abide by the terms and conditions applicable to such services, though added subsequent to this application made by the organization whether or not the organization expressly register to avail itself of such services.

In the event of the Bank requiring the organization to register for a specific service provided by BIB of the Bank, the organization shall undertake to adhere to such registration to avail the organization of such service. The organization shall also agree to any such request for subsequent registration becoming an integral part of this application for BIB of the Bank and these terms and conditions. The use of BIB of the Bank shall be subject to the Bank's prevailing memorandum & articles, conditions, rules, regulations and any terms and conditions governing all services, facilities and transactions covered by BIB of the Bank.

## **11. Bank charges and payments**

The organization does hereby authorize the Bank to debit its account/s with all charges pertaining to transactions made through the BIB service and also with any other liabilities of legal fees or other statutory charges to be imposed by the Government relating to the use of the BIB service.

The organization agrees that SDB bank at its sole discretion is entitled to revise the charges for the BIB service at any time without any prior notice.

## **12. Secure email message**

(a.) If the Bank makes this facility available to the organization, either the organization or the Bank may communicate with each other through secure electronic messages over the BIB service.

(b.) Receipt of such message will be confirmed via email or telephone within a reasonable time by the Bank and no request will be implemented until the Bank has first sent a message as confirmation. Bank shall not be able to reverse such requests before it is implemented.

(C.) The organization must ensure that none of their users send – messages to the Bank: -

i. In relation to matters for which there is a specific functionality on the service

E.g. To notify us of a change to organization's or their user's addresses or to make a payment;

ii. Which require immediate attention (user may call our 24-hour Call Center or visit our nearest branch);

iii. Which are requests of a transactional nature

E.g. Share dealing or fund management instructions;

iv. Reporting the loss or theft of cheque(s) or credit cards (user may call our 24-hour Call Center or visit our nearest branch)

v. Which are offensive, frivolous or otherwise inappropriate.

In case of receipt of such an email, the Bank may at the absolute and sole discretion of the Bank remove the "Email" facility or terminate the use of the service in accordance with clause 13 below.

(d.) Under no circumstances should any message sent by SDB bank be construed as an offer to provide a product or service to the organization on particular terms or at all. All products and services are subject to Bank's terms and conditions.

## **13. Complaint procedure**

If the organization have a concern / complaint with the service, please contact SDB bank by calling or Call Centre. The Bank will try to resolve complaints as soon as possible; however, if the issue is complicated, it may take time to resolve. In such case, application form seeking further information may be required.

The Bank will investigate in-to the complaint and within 21 days of receipt of the complaint and the, Bank will inform organization by explaining the outcome of the investigation or, if the Bank needs more time or information, the organization will be advised on how the problem will be handled and when the organization can expect a reply. In such case, the organization may be provided with monthly updates on the progress should the investigation take longer than days to complete. The above period will not be applicable when the bank is awaiting a response from the organization with regard to the matter.

When SDB bank notifies the organization of the result, it will also inform the organization of the reasons for its decision. If organization's account is found to have been incorrectly credited or debited SDB bank will adjust the organization's accounts accordingly and notify the organization of the same.

## **14. Recording telephone calls**

SDB bank may record telephone calls made to SDB bank's Call Centre for quality control and training purposes.

## **15. Liability**

Subject to clause 6 and to the extent permitted by law, SDB bank will not be responsible for any damage or loss including legal costs, whether consequential or not, caused because of access to or inability to access the service, except where it is caused due to the gross negligence or willful misconduct or default on the part of the bank and which cannot be excluded, modified or restricted.

SDB bank makes reasonable effort to ensure that the information provided on the website is accurate but does not guarantee or warrant its accuracy, adequacy, correctness, validity, completeness or suitability for any purpose.

SDB bank does not warrant that SDB bank website is free of viruses or harmful components. Though due care has been to make the database completely reliable an error-free, SDB bank disclaims any liability arising out of any such error in the database.

Organization hereby warrants that it is aware that it is the responsibility of the organization to obtain and maintain any equipment which may be necessary for using BIB of the Bank, in proper working condition and with adequate safeguards against malicious threats to such equipment or to BIB of the Bank.

All information/ statements/ certificate in this database are provided without any warranty, express or implied, as to their legal effect, completeness and effects of any transaction under process may not be completely reflected in the organization's account. In case of transaction, which does not reconcile to the organization's record, the organization is requested to bring any such discrepancy to the bank's notice at the earliest. All information/ statements/ certificate must be used in accordance with applicable laws. Use of Information/ statements/ certificate shall be at the organization's own risk and SDB bank does not undertake any kind of liability for the same. The organization will be liable for and agree to indemnify the Bank against any loss or damage Bank may suffer because the organization or their users fails to observe the obligations under these terms and conditions or acted negligently or fraudulently when using the service. SDB bank will not be responsible for any loss that the organization may incur if the organization fail to comply with the terms and to observe all the security tips. The use of the Internet is subject to other risks which are not of a security nature described above but which arise from factors beyond the Bank's control, for example failure of communication networks, mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment. Even though, these risks may result in the organization's requests or transactions being delayed, lost or inaccurately transmitted and may cause the organization to suffer losses. Unless the Bank has been grossly negligent, the Bank will not be responsible for such losses.

#### 16. Termination of internet banking service

The organization may stop usage of the service at any time by giving a written request mentioning the reason signed by the organization authorized signatory/ board resolution.

All the token materials/ hardware token provided earlier have to be submitted along with this request. SDB bank may terminate the service or any provisions related thereto at any time by giving the organization a prior written notice.

#### 17. Governing law

The laws in force in Sri Lanka govern these terms and conditions and the transactions carried out under it. Both The organization and the Bank submit to the non-exclusive jurisdiction of the competent courts of -Sri Lanka in respect of any dispute.

#### Director

Name:

Signature on Seal



Date

#### Director

Name:

Signature on Seal



Date

#### Secretary

Name:

Signature on Seal



Date

#### For Bank Use

CIF No : .....

Data captured to system by:

.....

Signature/ EPF No

Date:

Data approved in system by:

.....

Signature/ EPF No

Date: