



The Manager  
Hatton National Bank Ltd  
..... Branch

(PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITAL LETTERS)

**COMPANY DETAILS**

**Name of the Company** : \_\_\_\_\_  
**Address** : \_\_\_\_\_  
 \_\_\_\_\_  
**Registration No** : \_\_\_\_\_ (Certificate of Incorporation - Copy Required)  
**E Mail Address** : \_\_\_\_\_  
**Telephone** : \_\_\_\_\_ **Fax No** : \_\_\_\_\_

**COMPANY LOGIN DETAILS**

**Login ID for Company (CORP ID)** : \_\_\_\_\_

**USER LOGIN DETAILS**

**No of User IDs required** : \_\_\_\_\_

**Note:** Please complete User Information Form for user details. If more than a single user, kindly use copies of same.

**TERMS & CONDITIONS**

..... Limited a Company duly incorporated in the Republic of Sri Lanka and having its Registered Office at ..... (hereinafter referred to as the Company) which term or expression as herein used shall where the contents so requires shall mean and include the said ..... Limited and its successors and assigns hereby request and authorize the HATTON NATIONAL BANK PLC to permit to use the Hatton National Bank Internet Banking facilities and in considering of your doing so the Company agree, undertake, bind and oblige the following terms and conditions and the indemnity. Once the Company has accepted these terms and we have acknowledged the Company acceptance the Company will be able to use the Internet Banking Service. The Company will be able to view the most current version of these terms whilst using the Internet Banking Service. 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 the Company also agree to abide by any additional conditions the Company 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 HNB Website by following the instructions set out on the relevant screen page. In addition the Company agrees that any use of the authorized Officers of your Company of the Internet Banking service shall constitute your acceptance of the terms. We recommend that the Company store or print a copy of the terms and conditions for Company record.

**Section 1: About this Contract**

**DEFINITION**

**“Account”** means and includes all or any one or more of the accounts opened by the Company with HNB.

**“Internet Banking Service”** is the service provided by us to the Company, which is described in the terms by which the Company access information and give us instructions in respect of the Company accounts with us. We may make additional functions available to the Company from time to time.

**“Terms”** means these terms and conditions and any additional or supplementary terms and conditions which we may notify the Company from time to time.

**“The User Guide”** means the guidance and information set out on the manual of instructions of “help” pages of the Internet Banking Service and all other guidance issued by us in connection with the use of this service, as may be amended from time to time

**“Instruction”** is any request or instruction, which is effected through the Internet Banking Service by use of a Password.

“**Internet Banking ID**” is the unique identifier, which is issued to the Company in connection with the Internet Banking Service.

“**Password**” is used by the authorized Officers of the Company for accessing the Internet Banking Service.

Reference to “you”, “your” and “yours” are references to the persons authorized by the Company requesting the Internet Banking Service.

Reference to “We”, “us” and “our” are references to Hatton National Bank PLC

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 clause 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.

## **Section 2: The Company Security Duties**

2.1 You agree to comply with the terms and any security procedures mentioned in them

2.2 You hereby agree and you must keep the password secure and secret at all time and take steps to prevent unauthorized use of it and your Internet Banking ID. For example:-

- (a) Never write or otherwise record the password in a way that can be understood by someone else;
- (b) Never tell the password to someone else including our staff
- (c) Avoid Password numbers which may be easy to guess such as telephone numbers, dates of birth etc,
- (d) Never record your password or your Internet Banking ID or any site which can retain it automatically (for example any computer screen prompts or “save password” feature or similar function on your internet browser.)

2.3 Once you have logged on to the Internet Banking Service, you agree not to leave the terminal or other device from which you have accessed the service at any time or let anyone else use it until you have logged off from the Internet Banking Service. You will be responsible for ensuring that you have logged off the Internet Banking Service at the end of a session

2.4 You agree to inform us of any unauthorised access to the Internet Banking Service or any unauthorized transaction or instruction which you know of or if you suspect that someone else knows your Password number. You are required to Contact the helpdesk at H.N.B. Towers. You must, in such circumstances, change your password immediately to a different password that has not been used before. We may disclose information about you and your Company account to the Police or other investigator if we think that it will help prevent or recover losses or in order to investigate any activity, which will amount to a crime under the laws of Sri Lanka.

2.5 You agree to check your records and statements of accounts and inform us immediately of any discrepancy

2.6 The Company shall keep all information techniques, data and designs relating to HNB Internet Banking facility completely confidential. The Company shall not disclose any of them to any other Party

2.7 The Company’s obligations in connection with confidentiality will continue indefinitely and will not end with the expiry or termination of this Agreement

## **Section 3: Processing Your Instruction**

3.1 The Company shall request and authorize us to (a) rely and act upon all valid instructions as instructions properly authorized by the Company, even if they may conflict with any other mandate given at any time concerning the Company accounts or affairs and (b) debit your accounts with any amounts we have paid or incurred in accordance with any instructions.

3.2 An instruction shall only be effected by us if it has been effected through the Internet Banking Service using an appropriate password but we will not further check the authenticity of any instruction

3.3 The Company agree that we can act on any instruction given to us including deducting any money from the Company account even if you did not authorize these instructions. However, the Company’s liability for transactions or instructions, which were not authorized by the Company, could be limited in the manner described in Clause 4.

3.4 We may refuse to act on an instruction, for example if a transaction exceeds a particular value or other limit, or if we know of or suspect breach of security. Please refer to the user guide for details on the limits imposed on transactions using the Internet Banking Service.

3.5 We are not liable for any failure delay or other shortcoming by any third party with whom the Company have accounts or otherwise when they are executing our instructions to them. This will particularly apply when the Company use this service to make payments for utility bills etc.

3.6 We will make reasonable efforts to modify, not process or delay processing any instruction where the Company requests us to do so, but we shall not be liable for any failure to comply with such a request unless it is due to our failure to make reasonable efforts to do so.

3.7 The Company must ensure that any instructions given to us is accurate and complete and we are not liable if this is not ensured

3.8 A transaction being carried out is not always simultaneous with an instruction given to us by the Company. Some instructions may take time to process and certain instructions are processed during normal banking hours even though the Internet Banking Service may be accessible outside normal banking hours.

#### **Section 4: The Companies Liability for Unauthorized Transactions**

4.1 The Company will be liable for any losses (including the amount of any transaction carried out without the Company's authority ) if the Company has acted with gross negligence so as to facilitate that unauthorized transaction, or if the Company's Authorised Officers acted fraudulently. For the purpose of this clause 4, gross negligence shall include failure on the part of the Company to observe the security duties referred to in Clause 2 above and any instructions contained in the User Guide, which will be updated from time to time.

4.2 If the Company has notified us of any unauthorized access to the Internet Banking Service or unauthorized instructions or that the Company suspect that someone else knows the Company password, the Company will not be responsible for any unauthorized instruction carried out, after we have had reasonable time to suspend and acknowledge the suspension of the Service in respect of the Company account(s), unless we can show the Company has acted fraudulently.

4.3 The Bank shall not be responsible for any loss or damage nor for any loss of Profits, 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 HNB Internet Banking facility for any reason whatsoever.

4.4 The Company agrees that in case of payments made for goods or services offered by third parties, the Bank cannot and does not take responsibility or liability on the quality, on time delivery or the availability of such goods or services such offered.

#### **Section 5: General Conditions**

5.1 The Company agree to maintain minimum balances in the accounts as may be required by Bank from time to time.

5.2 Bank Charges – We may impose appropriate charges for this Service or for any additional functions provided under this service, as may be determined by us from time to time. The amounts deducted as charges for this service will be communicated to the Company and will also be available on our website. Any modifications to charges shall be notified within (30) day's notice to the Company. The Company agree and undertake to pay all charges imposed by the Bank for the Service.

5.3 We may suspend or modify any service provided to the Company under this service without notice where we consider it necessary or advisable to do so.

5.4 License – by giving the Company the right to use the Service, we are granting the Company a non-transferable and non-exclusive right to use the Internet Banking Service on terms and conditions described here and in the User Guide.

5.5 Termination – Either party may terminate this Service and this agreement on thirty (30) day's notice to the other provided that the Bank shall be entitled to terminate this Agreement immediately in the event of a material breach of it by the Customer or upon closure of the Customer account (s) with the Bank. Upon such termination the Company is required to destroy all records of your Internet Banking ID, and Passwords.

5.6 The Company shall accept full responsibility for all transactions processed or effected by the HNB Internet Banking facility how so ever effected.

5.7 The Company and the Directors shall be jointly and severally liable for all transactions arising from the use of the HNB Internet Banking facility by any of its Delegates.

5.8 The Company agrees that the Company and its Directors shall be jointly and severally liable for all transactions arising from the use of the HNB Internet Banking facility by any of its delegates

5.9 The Company shall accept that Banks records and statements of all transactions processed by the use of the HNB Internet Banking facility as conclusive and binding on the Company for all purposes.

5.10 The Bank shall, from time to time introduce new facilities/options into HNB Internet Banking Facility. The Company does hereby agree to abide by the terms and conditions applicable to such newly added services, facilities/options though added subsequently to the activation of the User IDs whether or not the Company expressly registers to avail such services.

5.11 In case if the Bank requires the Company to register for a specific service provided by HNB Internet Banking Facility, the Company undertakes to adhere to such request for registration to avail such service. The Company agrees that any such subsequent registration becomes an integral part of this agreement.

**Section 6: Indemnity**

6.1 The Company does hereby agree and irrevocably hold the Bank indemnified and saved harmless against any losses, charges, suit, claims, expenses and damages that the Bank shall or may be caused sustained, incurred or suffered by reasons of the Company or Delegates using HNB Internet Banking Facility in any manner whatsoever and for any loss and/or misdirection of data in transit electronically and by reasons of the Bank generating and/or issuing and/or dispatching the original password/s according to the Company's request and/or subsequent passwords to the Company's or its Delegates' User ID at any written request and/or any substitution effected by the Company or Delegates duly nominated by the Company.

**Section 7: Proprietary and other rights**

7.1 The Company agrees that the Hatton National Bank Internet Banking Facility system will remain the property of the Bank at all times and the company will not copy the Hatton National Bank Internet Banking Facility or any of the information, technique data or designs relating to them.

**Section 8: Governing Law**

8.1 This agreement shall be governed and construed in accordance with the laws of Sri Lanka.

The Company does hereby agree to be bound itself and its successors to the above terms, conditions and Indemnity.

In witness whereof the Company doth in pursuance of a resolution of the Board of Directors passed on ..... (A true excerpt whereof from the recorded minutes is annexed) affix its Common Seal hereunto at ..... on this ..... day of ..... 20.....

Chairman / Director .....

Company Secretary / Director .....

Date .....

**AGREEMENT TO TERMS AND CONDITIONS**

By signing below the company confirms that it has read and understood /explained and understood the terms and conditions governing "Internet Banking" facility and agrees to abide by them as well as the additional terms and conditions presented in the application and in the web site and updated from time to time.

We request Hatton National Bank Plc, to provide us an "Internet Banking" facility.

Director/Partner	Director/Partner	Director/Partner	Director/Partner
Director/Partner	Director/Partner	Director/Partner	Director/Partner

**FOR BANK USE ONLY**

**Verification at the branch**

- Account Details / Address Checked
- Copy of the Business registration
- Board Resolution
- CIF/s Listed and Checked
- User count / User forms Checked / Verified
- All signatures included as per account / Checked
- E Banking Operating Instructions / Attached / Checked

Inputting Branch Name / Code

**Note: All items are mandatory to be checked by the branch**

Checked By (B Class)	<input type="text"/>	EPF NO	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text" value="DD/MM/YYYY"/>
Verified By (A Class)	<input type="text"/>	EPF NO	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text" value="DD/MM/YYYY"/>

**Verification at Centralized Operations**

Created By	<input type="text"/>	EPF NO	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text" value="DD/MM/YYYY"/>
Verified By	<input type="text"/>	EPF NO	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text" value="DD/MM/YYYY"/>



**To: Hatton National Bank PLC, No 479, T B Jaya Mawatha, Colombo 10, Sri Lanka.**

Extract of resolution passed by the Board of Directors of \_\_\_\_\_ (“Company”) on \_\_\_\_\_ for availing Corporate Internet Banking offered by Hatton National Bank PLC (“HNB”) held at \_\_\_\_\_. It is resolved that the Company do avail the Corporate Internet Banking (CIB) offered by HNB on the terms and conditions as enumerated in the Application Form, to the CIB products and services.

Resolved, to adopt the Hatton National Bank Corporate internet banking Customer undertaking and that it be executed on behalf of the Company under the hands of any \_\_\_\_\_ of the below authorities whose signatures are appended below. Any change to these appointments shall be duly notified to the bank by a separate board resolution.

Name	Specimen Signature

It was resolved the following operating instructions would be applicable for the use of HNB CIB. Separate user information forms (Form ‘B’) would be submitted for each user.

User Group	Maximum Transaction Amount
A	
B	

Authorization Matrix (Mode of operation)

Amount Range	Approval Structure (Eg. A+B or 2 B or 2 A)

Resolved that, the Bank be entitled but not obliged to and is hereby authorized to accept any instructions given to it by use of User IDs and Passwords given by the Bank to the Users and/or created by such Users using “Hatton National Bank Corporate Internet Banking” facility and such instructions shall be and shall deem to be instructions which have been duly authorized by the Company notwithstanding that such instructions conflict with or are in anyway consistent with any other instructions received under any other mandate given by the Company to the Bank.

Resolved that the Company shall hold the Bank harmless and indemnified against all and any loss damage expense cost or demand incurred or arising by reason of the Bank acting in terms of this mandate and authorization. These instructions and Application shall be in addition to the mandate already given to the Bank by the Company.

Resolved, that these resolutions be communicated to the Bank and shall remain in force until an amending resolution shall have been passed by the Company’s Board of Directors and a certified copy there of shall have been received by the Bank and the Company receives written confirmation from the Bank that such amending resolution has been given effect to.

Certified that the above is a certified true copy of the resolution passed on \_\_\_\_\_ by the Board of Directors of and that it has been entered in the usual course of business in the minutes book of the company and signed therein by the Chairman of the meeting/company and is in accordance with the Memorandum and Articles of Association of the Company.

CERTIFIED TO BE TRUE

\_\_\_\_\_  
Chairman/Director

Date :

\_\_\_\_\_  
Secretary/Director

Date :

HNB Corporate Internet Banking  
User Information Form (Form 'B')



User Access (Please 'X' the relevant box)		
View Only [ <input type="checkbox"/> ]	Input Only [ <input type="checkbox"/> ]	Authorizer [ <input type="checkbox"/> ]

User Group (For Authorizers)  Preferred User ID

Full Name

NIC/PP Number  Designation

Mobile Number  eMail Address

Required Access (Please 'X' the relevant box)		
Access Level	Yes	No
Account Information and Inquiry (Acc. Balance, Statements, trade information etc)	<input type="checkbox"/>	<input type="checkbox"/>
Fund Transfers within own accounts	<input type="checkbox"/>	<input type="checkbox"/>
Fund Transfer to 3 <sup>rd</sup> party accounts.	<input type="checkbox"/>	<input type="checkbox"/>
Bill Payments	<input type="checkbox"/>	<input type="checkbox"/>
Service Requests & e Mail	<input type="checkbox"/>	<input type="checkbox"/>

Please remove below accounts from this user (By default user will have access to all account)

Account Number

\_\_\_\_\_  
Authorized Officer/s & Company Rubber Stamp

\_\_\_\_\_  
User's signature & Company Rubber Stamp