



FriMi General Terms and Conditions

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1) FriMi General Terms and Conditions

1.1 English

These Terms and Conditions form a legal agreement between NTB and each Customer (as hereinafter defined) and shall govern the use of FriMi Services provided by NTB to a Customer.

By clicking on the “I Accept” button below, the Customer accepts and confirms as follows:

That these Terms and Conditions, together with details relating to the FriMi Services, have been explained to the Customer and that the Customer has read and understood these Terms and Conditions and such details and agrees and consents to be bound thereby.

1. Definitions

In this document and pertaining to the use of the FriMi Services, unless otherwise specified:

- a. “Customer” means a person who chooses to utilize the functions available in FriMi, by accepting these Terms and Conditions and by downloading and installing the FriMi App or a person who only downloads and installs the FriMi App.
- b. “Corporate Website” means NTB’s website at <https://www.nationstrust.com/>
- c. “FriMi Account” means the user account (and not any bank account or other Payment Instrument) created by the Customer on FriMi, for the purposes of accessing the FriMi Services and utilizing the FriMi Services.
- d. “FriMi App” means the FriMi software application designed to run on mobile devices and which is available for download at an approved app store.
- e. “FriMi Assistance” means the service centre established by NTB for the purposes of FriMi, details of which are available on the FriMi Website.
- f. “FriMi Savings Account” means the savings account opened by a Customer at NTB, through FriMi, the opening of such savings account being a pre-requisite for the provision of the FriMi Financial Services.
- g. “FriMi Contact” means a third party (person or entity) whose contact details have been saved on the contact list of the Customer’s FriMi Account.
- h. “FriMi Debit Card” means either the FriMi Physical Debit Card and/or the Fri Virtual Debit Card.
- i. “FriMi Physical Debit Card” means the physical version of a debit card issued by NTB, which is linked to the FriMi Savings Account.
- j. “FriMi Virtual Debit Card” means the digital version of a debit card issued by NTB, which is linked to the FriMi Savings Account.
- k. FriMi powered by NTB” “FriMi” means the technological creation owned and administered by NTB and its associated partners in relation to the provision of the FriMi Services to Customers.
- l. “FriMi Services” means the FriMi Financial Services and the FriMi Non-Financial Services provided by NTB to Customers through FriMi.

- m. “FriMi Financial Services” means the financial services that are offered to Customers in FriMi, comprised of Fund Receipts and Payment Transactions.
- n. “FriMi Non-Financial Services” means the non-financial services that are offered to Customers in FriMi, including the following and which shall very specifically exclude the FriMi Financial Services:
- Viewing marketing information
 - Viewing promotions and an introduction demo
 - Viewing the NTB’s ATM and branch finder
 - Such other transactions as may be notified by NTB from time to time
- o. “FriMi Website” means www.frimi.lk
- p. “Fund Receipts” means the receipt of monies into any of the Payment Instruments either by fund transfers or the redemption of Tokens or in such other manner as may be notified by NTB from time to time.
- q. “Lifestyle Services” mean products or services of Service Providers which are made for purchase or subscription through the direct debit option on the FriMi App.
- r. “Merchants” means the suppliers of goods and/or services who choose to utilize the functions available in FriMi for the purposes of their business, by registering with NTB.
- s. “Minimum Balance” means the minimum balance (if any) to be maintained in the Customer’s FriMi Savings Account, which said amount may be notified by NTB from time to time and is subject to change at the sole discretion of NTB.
- t. “Mobile Device” means a mobile phone, tablet, phablet or such other mobile device that has the ability to connect to mobile telecom networks and has internet connectivity, subject always to such specification requirements as may be notified by NTB from time to time.
- u. “Mobile Number” means the mobile number of the Customer that is registered with NTB or has otherwise been provided by the Customer when registering for FriMi as a contact number to communicate with NTB.
- v. “NTB” means NATIONS TRUST BANK PLC, a public limited liability company incorporated under the Companies Act, No. 7 of 2007 bearing registration no. PQ 118 and a Licensed Commercial Bank licensed under the Banking Act, No. 30 of 1988, and shall include its successors and permitted assigns.
- w. “Payment Amount” means the Sri Lankan Rupee amount (or, where applicable, the foreign currency amount) of a Payment Transaction, together with related fees, other charges and taxes, as applicable.
- x. “Payment Instruments” mean the FriMi Savings Account, the FriMi Debit Card and such other bank accounts (NTB and/or other bank), credit cards and/or debit cards acceptable to NTB, which the Customer has opted to register on the FriMi Account, in order to conduct Payment Transactions.
- y. “Payment Transaction” means the processing of a payment that results in the debiting, charging or other related transaction of the Payment Amount, to the relevant Payment Instrument of the Customer in relation to the following transactions, further details (including limitations, where relevant) of which are set out in the FriMi App:
- Transfer of monies between Customers
 - Transfer of monies from a Customer to the Customer’s FriMi Contact
 - Payments by Customers to utility service providers registered with NTB
 - Payments made by the Customer to/ at Merchants that accept FriMi payment services

- Payments made by Customers to Service Providers registered with NTB
 - Online payments
 - Creation of Tokens
 - Withdrawal of funds
 - Opening of fixed deposits and savings account products as maybe notified by NTB from time to time
 - Such other transactions as may be notified by NTB from time to time
- z. "Permitted Foreign Transactions" means inward remittances in foreign currency into the FriMi Savings Account and online payments in foreign currency for international transactions via a Payment Instrument, in each case subject to the limitations which are set out in the Corporate Website, FriMi Website and/or other social media platforms of FriMi.
- aa. "Service Provider" means suppliers of goods or services who choose to utilize the functions available in FriMi for the purposes of their business, by registering to provide Lifestyle Services through FriMi.
- bb. "Registration Information" means the information and supporting evidence provided by the Customer to NTB for the purposes of satisfying the requirements applicable to the registration of a FriMi Account, as set out in clause 4.
- cc. "Terms and Conditions" means these terms and conditions, as may be supplemented, substituted, amended or replaced by NTB from time to time.
- dd. "Token" means an electronic equivalent of a gift voucher, which can be used to withdraw cash from an NTB ATM or redeemed through the FriMi App or NTB's mobile banking app.
- ee. "Transaction Limit" means the maximum monetary value that can be spent for each Payment Transaction, which said amount may be notified by NTB from time to time and is subject to change at the sole discretion of NTB.
- ff. "User Credentials" means user IDs, PINs, passwords and biometric data registered by a Customer for the purposes of accessing the Customer's FriMi Account and/or utilising the FriMi Financial Services.

2. FriMi POWERED BY NTB

The Terms and Conditions, together with the instructions, specifications and limitations set out in the FriMi Website and FriMi App, which are incorporated herein by reference, govern the provision of the FriMi Services by NTB to the Customer and the use of the same by the Customer. The Customer agrees to access the FriMi Website for further details relating to the provision of the FriMi Services to the Customer and to contact FriMi Assistance in the event that the Customer requires further information. In particular, any amendments or supplements to the Terms and Conditions shall be published on such website and notified to the Customer via an electronic message.

3. Use of FriMi Financial Services

In order to use the FriMi Financial Services, the Customer must complete all information elements required on pages where a Customer registers a Payment Instrument in the FriMi Account.

The Customer authorizes NTB to confirm that the Payment Instruments are in good standing with the issuing financial institution.

4. Requirements to Register for the FriMi Services

- a) A Customer must satisfy the following requirements for the purposes of registering for the FriMi Services:
 - i. Be over 18 years of age;
 - ii. Be a resident of Sri Lanka or if a non-resident, have a valid work visa acceptable to NTB;
 - iii. Possess a Mobile Device with appropriate software for downloading the FriMi App and using the FriMi Services;
 - iv. Provide a Mobile Number registered in the name of the Customer (or permission to use such Mobile Number where it is in the name of a person other than the Customer); and
 - v. Fulfil all anti-money laundering and “Know Your Customer” requirements of NTB.
- b) The Customer shall provide NTB with sufficient Registration Information in order to support the satisfaction of the aforesaid registration requirements. The Registration Information shall be provided in the manner prescribed by NTB from time to time, which shall include the submission of the Registration Information digitally via the FriMi App. NTB reserves the right to verify the Registration Information with third parties, if the need arises.
- c) Notwithstanding the satisfaction of the aforesaid requirements, NTB shall have the sole discretion in approving the registration of any person as a Customer. Customer will be notified *via* the FriMi App, by e-mail to the Customer’s registered e-mail address and/or by text message to the Mobile Number once registration has been successfully completed, there by enabling a Customer to commence using the FriMi Services.
- d) For the purposes of satisfying continuing anti-money laundering and “Know Your Customer” (“KYC”) requirements of NTB, NTB reserves the right to request for additional documentation and supporting information from time to time, even after completion of the registering of a Customer’s FriMi Account. NTB may at its sole discretion block or close the Customer’s FriMi Account in the event of a failure to provide satisfactory documentation and supporting information following a request for the same from NTB.
- e) The Customer is responsible for providing accurate and genuine Registration Information that relates to only such Customer and no other person. The Customer is responsible for keeping such Registration Information up to date, or notifying NTB in the event of changes. Change of Sri Lankan residency status of a Customer would result in the Customer being ineligible to utilise the FriMi Financial Services.
- f) NTB reserves the right to change any errors, mistakes, inaccuracies in the Registration Information submitted by a Customer. Notification of such changes will be provided by NTB through the FriMi App. No further consent would be required from the Customer to give effect to such changes.

5. FriMi Financial Services

- a) Other than Permitted Foreign Transactions, the FriMi Financial Services must be used only for the purpose of completing domestic transactions in Sri Lanka Rupees.
- b) The FriMi Financial Services must be used only for lawful and legitimate purposes and only for conducting the permitted transactions as specified in these Terms and Conditions:
- c) Once the Customer’s Payment Instrument has been authorized, the relevant Payment Transaction is deemed completed and discharged. Payment Transactions conducted through Payment Instruments are subject to the terms and conditions between the Customer and the relevant financial institution and/or the issuer (in the case of a debit or credit card).

- d) The Customer is responsible for any charges and fees that maybe imposed under the Payment Instrument terms and conditions, as a result of the Customer's use of a Payment Instrument.
- e) The Customer is solely responsible for updating and renewing the Payment Instruments in a timely manner, in order to have uninterrupted use of the FriMi Financial Services.
- f) All Transactions processed through FriMi are non-refundable to the Customer and are non-reversible by the Customer through FriMi. Subject to the provisions of clause 8 below, the Customer may have additional refund, reversal or charge-back rights under the terms and conditions governing the relevant Payment Instruments.
- g) NTB has the right to monitor and supervise transactions that take place using the Customer's FriMi Account and Payment Instruments linked thereto. In the event NTB is of the view that there are suspicious or unintended transactions taking place through the FriMi Account and/or the Payment Instruments linked thereto, NTB reserves the right to reverse or suspend such transactions, including the right to suspend the availability of the FriMi Account, without giving notice to the Customer. NTB shall not be liable for restricting access to the FriMi Account in such circumstances.
- h) NTB has the right to report suspicious transactions to the Financial Intelligence Unit ("FIU") established under the Financial Transactions Reporting Act Number 6 of 2006 and any other law enforcement authorities and other regulators as the case may be.

In the event the FIU/authority/regulator instructs NTB not to carry out any transaction, NTB will suspend the transaction in order to allow the FIU/authority/regulator to make necessary inquiries.

The Customer will not be entitled to be informed of any action taken by NTB in relation to the above and NTB will not be liable or responsible to the Customer in respect of any such action taken by NTB.

- i) NTB is required to report to the FIU in such manner as may be prescribed by the FIU, every cash transaction and electronic fund transfers in any manner (including inward and outward remittances, SLIP transfers, RTGS transactions, credit card transactions, debit card transactions and transactions relating to Foreign currency and other special accounts) exceeding the sum specified by regulation.

The Customer will not be entitled to be informed of any action taken by NTB in relation to the above and NTB will not be liable or responsible to the Customer in respect of any such action taken by NTB.

- j) Customer will be entitled to interest on the funds lying to the Customer's credit in the FriMi Savings at such rates and payable in such manner, as may be notified by NTB from time to time. At NTB's sole discretion, the Customer may be further entitled to bonus interest and other rewards on the FriMi Savings Account, as may be notified by NTB from time to time.
- k) The Customer agrees to maintain the Minimum Balance (if any) in their FriMi Savings Account.
- l) FriMi Financial Services will be utilized by Customers only for the purpose of completing personal transactions and no transactions with commercial intent or association must be carried out through Customer's FriMi Account.
- m) Customer will be subject to and shall comply with the applicable Transaction Limit as may be imposed by NTB. The Customer has the option of imposing their own Transaction Limit, provided that such limits are within the applicable Transaction Limit.
- n) The Customer agrees to have the Mobile Device in his/her possession at the time of initiating a Payment Transaction, in order to accept or reject the Payment Transaction *via* a verification message sent to the Mobile Device.

6. Payment Instruments

- a) By signing these Terms and Conditions, the Customer requests NTB to open a FriMi Savings Account in the name of the Customer.
- b) The Customer may link Payment Instruments from other banks/financial institutions to the Customer's FriMi Account, in accordance with NTB's specifications as shall be set out on the FriMi Website and/or other social media platforms of FriMi. Once a Payment Instrument has been successfully linked to the Customer's FriMi Account, NTB will store the relevant account/card numbers as may be required to provide FriMi Services to the Customer. The Customer acknowledges that NTB is not a party to any agreement between the Customer and such other bank/financial instrument in relation to the Payment Instruments and is not involved in issuing credit or determining eligibility for credit. NTB does not make any representation or verify that any of such Payment Instruments are in good standing or that relevant bank/financial institution will authorize or approve any Payment Transaction carried out through FriMi.
- c) The Customer's use of FriMi Services with a given Payment Instrument is governed by these Terms and Conditions as well as the applicable terms / privacy policy from the bank/financial institution where the relevant Payment Instrument is opened/issued. Nothing in these Terms and Conditions modifies such terms or privacy policy. In the event of any inconsistency between the Terms and Conditions and the relevant bank/financial institution's terms, these Terms and Conditions will govern the relationship between the Customer and NTB with respect to FriMi, and the bank/financial institution's terms will govern the relationship between the Customer and such bank/financial institution.
- d) The Customer agrees that by nominating the Payment Instruments to be linked to the Customer's FriMi Account, the Customer is consenting to NTB debiting and crediting Payment Instruments for the purposes of utilising the FriMi Financial Services. The Customer represents, warrants and undertakes to NTB that the Customer will ensure that operating instructions relating to the Payment Instruments will be consistent with the Customer's use of the FriMi Services.
- e) By choosing to link Payment Instruments to the Customer's FriMi Account, the Customer acknowledges and consents to NTB passing details of such Payment Instruments and related information to a third party for that third party to charge the same for goods or services to be supplied to the Customer. In such cases, after passing on such details to that third party, NTB will have no further involvement in the transaction with that third party. NTB is not responsible for any issues arising from such third-party transaction. In the case of disputes, the Customer should contact the third party or financial institution at which such Payment Instrument has been opened or issued.
- f) The Customer is responsible for the maintenance of accurate information regarding the Payment Instruments in the FriMi Account (such as expiration dates, updated card nos. etc). The Customer represents and warrants to NTB that the Customer has all rights and authority to register the Payment Instruments with the Customer's FriMi Account.
- g) If a Customer provides instructions over a joint bank account maintained with NTB (which is added as a Payment Instrument), such instructions will only be processed if the required authorised signatories to such account authorise the same *via* the FriMi App. Accordingly, once such consent is provided, each joint account holder will be jointly and severally bound by the Payment Transaction performed as a result thereof.

7. FriMi Debit card

- a) If the Customer requires a debit card, Customer must request for a FriMi Physical Debit Card or a FriMi Virtual Debit Card through the FriMi App. The Customer accepts that the FriMi Physical Debit Card or the FriMi Virtual Debit Card would be issued at the sole discretion of NTB.

Each FriMi Debit Card will be linked to the Customer's FriMi Savings Account to be used by the Customer for Payment Transactions (subject to the limitations specified in these Terms and Conditions. The FriMi Savings Account will get debited in relation to such transactions.

- b) The FriMi Physical Debit Card may only be used subject to the terms and conditions of the “Nations Trust Bank MasterCard Debit Card Cardholder Agreement”. The Customer agrees to accept and be bound by the terms and conditions of the “Nations Trust Bank MasterCard Debit Card Cardholder Agreement”.
- c) By using the FriMi Physical Debit Card, the Customer confirms that the terms and conditions of the “Nations Trust Bank MasterCard Debit Card Cardholder Agreement” together with details relating thereto, have been explained to the Customer and that the Customer has read and understood such terms and conditions and such details and agrees and consents to be bound thereby.
- d) By signing these Terms and Conditions, the Customer:
 - (i) confirms that the Customer is aware of conditions imposed under the Foreign Exchange Act No 12 of 2017 (the “Act”) on Electronic Fund Transfer Cards (EFTC), subject to which the FriMi Debit Card may be used for transactions in foreign currency and the Customer undertakes to abide by the said conditions;
 - (ii) agrees to provide any information on foreign exchange transactions carried out by the Customer on the FriMi Debit Card, as NTB may require for the purpose of the Act;
 - (iii) confirms that the Customer is aware that NTB is required to suspend the availability of foreign exchange on the FriMi Debit Card, if reasonable grounds exist to suspect that unauthorized foreign exchange transactions are being carried out on the FriMi Debit Card and to report the matter to the Director – Department of Foreign Exchange;
 - (iv) undertakes to surrender FriMi Physical Debit Card to NTB, if the Customer migrates or leaves Sri Lanka for employment abroad, as applicable and to also notify NTB of any change in residential status, and
 - (v) undertakes not to use the FriMi Debit Card for:
 - 1) Dealings in foreign exchange (Forex Trading);
 - 2) Payments related to virtual currency transactions;
 - 3) Payments related to betting, gaming and gambling activities outside Sri Lanka;
 - 4) Payments for import of goods to Sri Lanka for commercial purpose subject to the Regulations and Operating Instructions issued under the Import and Export (Control) Act, No. 01 of 1969 and any amendments thereto.

8. Tokens& Gift Vouchers

I) Tokens

- a) A Customer may create a Token for the purposes of sending funds to any person through any eligible Payment Instrument of the Customer, in the manner specified in the FriMi Website and/or other social media platforms of FriMi.
- b) Tokens, once issued, can only be recalled prior to it being redeemed/utilised by the recipient. However, if the Token has not been utilized prior to the expiry thereof, the funds of the Token will be returned to the relevant Payment Instrument of the Customer on expiry of the Token.
- c) If a Customer sends funds through the FriMi Account to a person who is not a Customer, the funds will automatically get converted to a Token.
- d) The expiry period for a Token will be decided by NTB at its discretion.
- e) The Customer shall be responsible for ensuring that the correct information has been input in to FriMi for the generation of the Token.

II) Gift Vouchers

- a) A Customer may provide a gift voucher through the FriMi App to, another Customer or a person who is not a Customer by selecting the relevant option in the FriMi App.
- b) Once a gift voucher has been created by debiting the Customer's Payment Instrument, the gift voucher cannot be cancelled or modified.
- c) A gift voucher can be redeemed by visiting the relevant merchant's website through the link provided in the gift voucher notification issued by NTB or at the relevant merchant outlet.
- d) NTB is not liable in any manner for the quality of the goods or services provided by a merchant,

9. Fees

- a) The Customer must bear charges and fees (if any) relating to the use of FriMi (including any fees and charges on termination) (collectively referred to as "Charges"), as contained in NTB's tariff booklet, published on the Corporate Website and/or the FriMi Website. NTB reserves the right to amend the Charges from time to time.
- b) The Customer must pay or reimburse to NTB, all taxes, stamp duty and/or other levies (collectively referred to as "Levies") which may be payable as a result of the Customer's use of FriMi Services.
- c) The Customer agrees that NTB will have the right to debit the FriMi Savings Account or any other bank account that the Customer has with NTB, for Charges and Levies payable by the Customer (collectively "Charges"), in relation to the use of FriMi Services.
- d) The Customer shall be responsible for all fees and charges that may be charged by third parties in the course of the utilisation of the FriMi Services by the Customer. For the avoidance of doubt, the Customer shall be responsible for all fees and charges levied by carriers (telecom operators) and the banks/financial institutions relating to the linked Payment Instruments.

10. Undertakings of the Customer

- a) The safety of the Mobile Device shall lie with the Customer.
- b) The Customer shall maintain the confidentiality and security of FriMi and the Customer's FriMi Account which shall include the following actions:
 - (i) Storing the Mobile Devices in a secured manner;
 - (ii) Keeping User Credentials confidential; and
 - (iii) Keeping the IMEI codes used to access FriMi Services in a separate place from the User Credentials.
- c) Customer acknowledges that the User Credentials can be used to access other digital banking services offered by NTB which the Customer has subscribed for and as such if the User Credentials are compromised in any manner whatsoever, the same would lead to unauthorised access and use of such other digital banking services as well. Customer hereby accept such risk when continuing to use and access FriMi Services.
- d) The Customer shall immediately report the loss of any Mobile Device to NTB by calling FriMi Assistance and following the instructions provided by NTB.

- e) In the event of the loss of any Mobile Device and/or where the confidentiality and security of the Customer's FriMi Account is likely to have been or potentially will be compromised, it is the sole responsibility of the Customer to bring such instances to the notice of NTB immediately. In particular, the Customer shall promptly call FriMi Assistance to report such event to NTB and shall follow the instructions provided by NTB to the Customer in order to rectify or otherwise deal with the issue. Without prejudice to any other clauses in these Terms and Conditions, the Customer acknowledges that the Customer shall be responsible for any transactions which have been done by any unauthorized person through the Customer's FriMi Account by reason of the Customer failing to maintain the confidentiality and security of the Customer's Mobile Device and/or FriMi Account.
- f) All transactions once completed using the applicable User Credentials of a particular Customer's FriMi Account on FriMi are conclusive and binding on such Customer and the Customer shall be liable in respect of such transactions. It is the Customer's responsibility to ensure that no other person has access to the Customer's FriMi Account and/or the related User Credentials. If such access is given, it shall be at the Customer's sole risk and responsibility.
- g) The Customer shall be responsible for any and all transactions by persons that the Customer allows to access the Customer's FriMi Account or that otherwise use the User Credentials, and for any and all consequences of use or misuse of the User Credentials.
- h) It is the responsibility of the Customer to confirm the accuracy of all information entered into FriMi so as to ensure that it is the Customer's intended transactions that are being carried out.
- i) NTB need not seek further confirmation on the authenticity of any transactions effected through the FriMi Account and NTB will not be held liable for carrying out instructions that are validated by the applicable User Credentials of a Customer.
- j) Customer shall promptly adhere to all security measures and precautions issued by NTB from time to time to safeguard the security of the FriMi Account.
- k) Customer shall be responsible for regularly changing the password for accessing the FriMi Account, either of the Customer's own accord or when prompted to do so by NTB. NTB recommends for the Customer to change the password regularly. Should the Customer opt to continue using the existing password when prompted to change it by NTB, Customer does so at the Customer's sole risk and responsibility.
- l) Without prejudice to any other provision in these Terms and Conditions, the Customer specifically acknowledges that NTB shall not be liable in any manner whatsoever for the Customer's failure to complete a transaction on FriMi in the following instances and in any other instance specified in applicable laws:
 - (i) the transaction is not within the scope of the FriMi Financial Services provided to the specific Customer;
 - (ii) in its absolute discretion, NTB is of the view that the transaction is suspicious or illegal;
 - (iii) the transaction breaches the Transaction Limit;
 - (iv) a Merchant or Service Provider refuses to honour the transaction;
 - (v) the Customer does not have enough funds available in the relevant Payment Instrument to effect the transaction;
 - (vi) if the Mobile Device used by the Customer is incompatible with FriMi or is in any way defective or fails to meet the required specifications for using FriMi;
 - (vii) if a Merchant's equipment or a Service Provider's web application through which the transaction is being or attempted to be processed is not working properly;
 - (viii) failure to renew a Payment Instrument;
 - (ix) if the transaction information supplied by the Customer or a third party is incorrect or untimely; or
 - (x) if FriMi is unavailable for use at any time, due to circumstances beyond NTB's control (including but not limited to flood or fire).

- m) The Customer acknowledges that all Payment Transactions conducted through FriMi are effected in real time. Accordingly, other than expressly specified in the terms and conditions applicable to the individual Payment Instruments, NTB does not undertake to stop or reverse any Payment Transaction once the Customer has entered into it.
- n) The Customer will not hold NTB liable any transaction which the Customer has entered into with Merchants or Service Providers using FriMi. It is the responsibility of the Customer to take steps to confirm the completion of all aspects of a transactions as at the point of such transaction (that is, the physical payment or acceptance of cash or the provision of goods/service must be carried out simultaneously with the respective transaction being carried out through FriMi).
- o) NTB shall not accept any liability for the quality of goods and services provided by a Merchant.
- p) NTB shall be entitled to promote any of its products or any third-party products to the Customer through FriMi.
- q) NTB reserves the right to display NTB's marketing material electronically on FriMi.
- r) The Customer shall not use the FriMi App for purposes other than to access and/or use the FriMi Services.
- s) The Customer shall not use any automatic device or manual process to monitor or copy the FriMi App and information without the prior written consent of NTB.
- t) The Customer is granted a limited, revocable, non-transferable, non-exclusive right to use the FriMi App on a Mobile Device which the Customer controls. NTB can terminate this right at any time and with/without any reason. NTB retains all rights, title and interest in and to the FriMi App.
- u) The Customer acknowledges that the FriMi App remains a confidential trade secret of NTB and/or its service providers. The Customer shall not edit, alter, modify, adapt, translate or otherwise change the whole or any part of the FriMi App nor permit the whole or any part of the FriMi App to be combined with or become incorporated in any other software/applications, nor decompile, disassemble or reverse engineer the FriMi App or attempt to conduct any actions of a similar nature.
- v) The Customer shall not remove, circumvent, disable, damage or otherwise interfere with security related features of the FriMi App, circumvent user authentication or security of any host, network or account (referred to as "cracking" or "hacking").
- w) The Customer shall not scan or assess the FriMi App's security controls or posture using manual or automated tools (proprietary or third-party tools).
- x) The Customer shall not:
 - (i) reproduce, copy, distribute, resell or otherwise use the FriMi App for any commercial or non-commercial purpose;
 - (ii) allow any third-party to use the FriMi App on behalf or for the benefit of any third-party;
 - (iii) use the FriMi App in any way which breaches any applicable local, national, or international law;
 - (iv) use the FriMi App for any purposes that NTB considers is a breach of these Terms and Conditions;
 - (v) set a hyperlink to any part of the FriMi App;
 - (vi) knowingly or recklessly transmit any electronic content (including viruses) through the FriMi App which shall cause or is likely to cause detriment or harm, in any degree, to NTB's systems or those of other Customers;
 - (vii) remove, obscure or change any copyright, trademark or other intellectual property right notices contained in the FriMi App; and/or
 - (viii) use the FriMi App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that are

"jail-broken" or "rooted". For the purposes of these Terms and Conditions, a jail-broken or rooted device means one that has been freed from the limitations imposed on it by the Customer's mobile service provider and the phone manufacturer without their approval.

xi) Confidentiality

- a) The information and reports on the FriMi Website, the Corporate Website and/or the FriMi App and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively "Confidential Information") are the property of NTB and/or third parties ("Information Providers").
- b) Customer must not do or attempt to do any of the following: (i) publish, display, convey, share, distribute, transmit, broadcast, cablecast, reproduce, sell or disseminate any Confidential Information in any form or by any means to any other person; (ii) remove, erase, modify or hide in any way any proprietary marking on or appearing with any Confidential Information, including any trademark or copyright notice; and (iii) incorporate or combine any Confidential Information with any other program or information.
- c) Customer agrees that all rights, title and interest in and relating to the Confidential Information (including all copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works) are and remain the exclusive property belonging to NTB and the Information Providers respectively.
- d) The information and reports are made available for reference only. They are not intended for trading or other purposes. Making available any information or report to the Customer shall not, by itself, constitute solicitation of the sale or recommendation of any product.
- e) Neither NTB nor any Information Provider confirms or guarantees the accuracy, reliability, adequacy, timeliness or completeness of any information or report or that it is fit for any purpose. Neither NTB nor any Information Provider assume any liability (whether in tort or contract or any other liability) for any information or report made available to the Customer or any other person.
- f) Customer is only granted a limited, revocable, non-transferable, non-exclusive right to use the FriMi Services on a Mobile Device controlled by the Customer. NTB may terminate this right at any time and with/without any reason.

11. No Endorsement of Products

NTB does not represent or endorse and will not be responsible for:

- (i) the reliability or performance of any Merchant or Service Provider or third-party provider (including but not limited to telecom operators, financial institutions, retailers linked to FriMi);
- (ii) the safety, merchantable quality, fitness for a particular purpose, infringement, accuracy, reliability, integrity or legality of any product, service, offer, loyalty program, or other items that are made available on, stored, and/or redeemed on FriMi, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, "Content") displayed or distributed, purchased or paid through FriMi; or
- (iii) the Customer's ability to buy or redeem products and services using FriMi. NTB hereby disclaims any liability or responsibility for errors or omissions in any Content in FriMi. NTB reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any Content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of the Terms and Conditions.

12. Notifications, Instructions and Prescribed Manner

- a) Notifications by NTB in relation to FriMi (including changes to the Terms and Conditions, publication of fees and charges and operational instructions for the use of FriMi) may be made/given by NTB from time to time by way of text message to the Mobile Number, email to the Customer's registered email address, notifications through the FriMi App, publication on the FriMi Website or in any other manner deemed appropriate by NTB at its sole discretion.

Notifications will be binding on the Customer immediately. The Customer agrees and consents to receive such notifications electronically and it is the Customer's responsibility to open and review such notifications of NTB through the methods described above. The Customer's continued use of FriMi Services shall be deemed to be acceptance by the Customer of any amendments to the Terms and Conditions effected from time to time.

- b) Instructions, requests or notifications (collectively "Instructions") sent by the Customer to NTB through the FriMi App and/or through the e-mail address registered with NTB, shall be binding on the Customer, whether made with or without the Customer's authority, knowledge or consent and the Customer hereby authorises NTB to act on such Instructions. NTB reserves the discretion to refuse to act on such Instructions and/or to verify such Instructions in a manner which NTB deems suitable.
- c) If required by NTB, Customer shall send to NTB, the original of any document containing e-mail Instructions and to bear any risks, losses or liabilities arising from the Customer not sending such original in such manner.
- d) Customer shall pay to NTB on demand, all monies, fees, charges and expenses required or incidental to the implementation of transactions pursuant to Instructions. Customer irrevocably authorises NTB to settle such payments by debiting any account maintained by the Customer with NTB.
- e) Customer undertakes to indemnify and NTB indemnified at all times against, and to save NTB harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against NTB or suffered or incurred by NTB and which may have arisen directly or indirectly out of or in connection with NTB accepting Instructions.
- f) Customer acknowledges that NTB may in its absolute discretion, refuse to execute any Instructions, and without being responsible for any loss or damage suffered by the Customer thereby.
- g) Any Instructions to block, modify, vary or recommence the operations of the FriMi Account shall take place only after such instructions have been verified by NTB.
- h) Instructions sent by the Customer may relate to any account which is currently maintained or may hereafter from time to time be maintained with NTB, including the payment or transfer of funds from any of my accounts to any other account(s) maintained with NTB or any other financial institution in my name or in the name of any other person or the renewal, withdrawal or cancellation of any time deposit in my name, which would include confirmation of applicable interest rate and the duration.
- i) NTB will provide instructions and information through FriMi Assistance, FriMi Website and/or the FriMi App chatbot service, as to the prescribed manner and format in which the Customer is to notify NTB of specified events including but not limited to the reporting of lost mobile phones and termination of services notifications.
- j) Statements:
 - (i) Unless otherwise agreed with NTB, NTB will issue periodic balance statements (monthly or at such other intervals as determined by NTB), electronically, to a designated e-mail address of the Customer, in relation to the FriMi Savings Account. The Customer may notify NTB and opt for physical statements, if the Customer so requires and provision of the same may be subject to applicable fees, as per NTB's general tariffs.
 - (ii) Any objection the Customer may have concerning the incorrectness or incompleteness of a periodic balance statement received by the Customer must be raised promptly, but in any event, must be received by NTB in writing within thirty (30) days following receipt of such statement by the Customer, in the absence of which such statement will be deemed to be correct and binding on the Customer.

- (iii) The Customer must immediately examine statements of account (other than periodic balance statements referred to above), transaction statements, advices, execution of orders and such other statements and information relating to transactions over the FriMi Savings Account, as to their correctness and completeness and immediately notify NTB in writing of any objection, in the absence of which, the statements, advices and information will be deemed binding on the Customer.

13. Dispute Resolution

- a) NTB will establish FriMi Assistance for the purposes of responding to customer inquiries, disputes and receive complaints (together referred to as a “Dispute”).
- b) In the event of there being a Dispute with regard to the FriMi Services, the Customer shall report same to NTB by calling FriMi Assistance and the Dispute will be forwarded to the relevant department or division of NTB for inquiry and further action. All complaints will be monitored and duly followed up by NTB.
- c) NTB will respond to the Customer on the Dispute within three (3) working days of the date of the Dispute being reported. In the event that NTB is unable to conclude the inquiry into the Dispute within this time period, then NTB will within such period of three (3) working days provide the Customer with an interim response and inform the Customer of the date by which NTB will revert to the Customer with a final response. In the event NTB concludes that the Customer’s Dispute is legitimate, NTB will in such response inform the Customer of the steps taken to resolve the Dispute. NTB may respond to a Dispute verbally or in writing. All Disputes will be responded to in the same language as the language in which it was reported.
- d) The FriMi Services are subject to the jurisdiction of the courts of Sri Lanka.

14. Suspension or Termination

- a) If the Customer wishes to deactivate the FriMi Account, the Customer may do so by contacting FriMi Assistance and following the instructions provided therein. If the Customer wishes to terminate the FriMi Account, Customer may do so by contacting FriMi Assistance and following the instructions provided therein. If the Customer wishes to deactivate or remove a Mobile Device, the Customer may visit the nearest branch, call FriMi Assistance or send a request *via* the service request feature in the FriMi App.
- b) If the Customer wishes to deactivate or remove any Payment Instrument from the FriMi Account, the Customer may do so by contacting FriMi Assistance and following the instructions provided therein
- c) The Customer shall pay any outstanding Charges and/or Levies, prior to deactivation or termination of the FriMi Account. Failure to do so will entitle NTB to debit the FriMi Savings Account or any other bank account opened by the Customer with NTB to recover such Charges and/or Levies.
- d) The Customer will not be able to use the FriMi Savings Account and the FriMi Debit Card on the deactivation of the FriMi Account.
- e) The FriMi Savings Account and FriMi Debit Card will be closed and terminated on the termination of a Customer’s FriMi Account.
- f) Upon giving notice to the Customer which in NTB’s opinion is reasonable, NTB shall have the right, in its sole and absolute discretion to suspend or terminate any one or more of the FriMi Services, including the FriMi Account at any given time and for any reason whatsoever or without notice, if there is reasonable cause, which makes it unacceptable for NTB to continue its business relationship with the customer.
- g) Upon giving notice to the Customer which in NTB’s opinion is reasonable, NTB shall have the right, to suspend or cancel the FriMi Debit Card at any given time, if the Customer has not used such Card for more than six (06) months from the date of activation. NTB also reserves the right, without prior notice, to suspend or cancel the

FriMi Debit Card if NTB suspects, any fraudulent Payment Transactions over such Card or that the security of the said Card has been compromised or is likely to be compromised.

- h) Notice of suspension/termination as referred to above may be given by way of text message to the Mobile Number, email to the customer's registered email address or notifications through the FriMi App or through such other method determined to be suitable by NTB.
It is the Customer's responsibility to open and review such notices sent by NTB through the methods described above.
Provided however that any such termination shall not affect any rights which may have accrued to NTB prior to such termination and shall be without liability to the Customer or any third party,
- i) NTB shall have the right, in its sole and absolute discretion without liability to the Customer or any third party, to suspend or terminate any one or more of the FriMi Services, including the FriMi Account at any given time and for any reason whatsoever by giving fourteen (14) days' notice or at any time at its discretion without prior intimation, for reasonable cause.
- j) Termination or suspension of any one or more of the FriMi Services including the FriMi Account, will not affect the Customer's liability in respect of any transactions and any other obligations under these Terms and Conditions. On termination, NTB reserves the right to prohibit access to the FriMi Services, including without limitation, by deactivating the User Credentials and to refuse future access to the FriMi Services.
- k) NTB reserves the right, in its sole and absolute discretion without liability to the Customer or any third party, to impose general practices and limitations concerning the use of the FriMi Services, including to restrict access to some or all of the FriMi Services.
- l) In the event that the FriMi Services are terminated for any reason OTHER THAN for breach of the Terms and Conditions by the Customer or contravention of applicable laws and regulations (including but not limited to anti money laundering legislation) by the Customer, NTB will disburse any funds lying to the credit of the Customer's FriMi Savings Account (less any Charges or Levies) by way of a transfer to such account as may be specified by the Customer (any costs relating to such transfer being borne by the Customer), in cash where a Customer personally visits any branch of NTB or issue a pay order and post it to the last address provided by the Customer to NTB.
- m) In the event that the FriMi Services are terminated by reason of breach of the provisions of the Terms and Conditions by the Customer or by reason of contravention of applicable laws and regulations (including but not limited to anti money laundering legislation) by the Customer, NTB will be entitled to withhold payment of funds in the Customer's FriMi Savings Account until the completion of any investigation and/or prosecution conducted in relation thereto and/or make payments in such manner as may be prescribed by a regulatory authority. NTB may at its absolute discretion without prior notice cancel the Customer's access to the FriMi Account and/or refuse to provide access to the Customer to create a new FriMi Account in the future, in the event that NTB is of the view that the FriMi Account is being used for illegal or unauthorised activities and/or purposes.

15. Indemnity

The Customer shall indemnify, defend and hold harmless NTB and its subsidiaries and other affiliates, and its and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (including without limitation, Merchants, Service Providers, other financial institutions and other Customers) (collectively "Indemnified Parties") from and against any and all claims, losses, demands, causes of action, debt or liability, including without limitation reasonable attorney's fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from:

- (i) the Customer's use of the FriMi Services;
- (ii) the Customer's negligence or default in using the FriMi Services;
- (iii) any breach or non-compliance by the Customer of any term of the Terms and Conditions;

- (iv) any dispute or litigation caused by the Customer's actions or omissions; and/or
- (v) the Customer's violation or alleged violation of any applicable laws or rights of a third party.

16. Disclaimers and Limitations of Liability

- a) The FriMi Services, including all content, software, functions, materials, and information made available on, provided in connection with or accessible through FriMi, are provided "as is." To the fullest extent permissible by law, NTB and its subsidiaries and other affiliates, and their agents, co-branders or other partners, including but not limited to, device manufacturers (collectively, "NTB parties"), make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the software used on or accessed through FriMi, or for any breach of security associated with the transmission of sensitive information through FriMi. Each NTB party disclaims without limitation, any warranty of any kind with respect to the services, non-infringement, merchantability, or fitness for a particular purpose. The NTB parties do not warrant that the functions contained in FriMi will be uninterrupted or error free. The NTB parties shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of payment transactions, p2p payments or FriMi.
- b) The NTB parties are not responsible for the accuracy of any information relating to any Payment Instrument, including, without limitation, whether such information is current and up-to-date. Without limiting the generality of the preceding sentence, the Customer expressly acknowledges and agrees that such information is reported by the issuer as of a particular time established by the issuer and may not accurately reflect the Customer's current transactions, available balance, or other account or program details at the time they are displayed to the Customer through FriMi or at the time the Customer makes a purchase or redemption. The Customer may incur fees and other charges as a result of such transactions and/or or the Customer's attempt to make a purchase or redemption may not be successful.
- c) In no event shall any NTB party be responsible or liable to the Customer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses which may be incurred in connection with any NTB party or FriMi, or any goods, services, or information purchased, received, sold, or paid for by way of FriMi, regardless of the type of claim or the nature of the cause of action, even if NTB party has been advised of the possibility of such damage or loss. In no event shall NTB parties total cumulative liability arising from or relating to the Terms and Conditions exceed the value of the Payment Transaction relating to the claim.
- d) Each party acknowledges that the other party has entered into these Terms and Conditions relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, no NTB party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures and internet disturbances.

17. Miscellaneous

- a) Incorrect entries to the FriMi Savings Account may be reversed, corrected or cancelled by NTB through a further entry ("reverse entry"), whether prior to or after the issue of the next periodic balance statement. With respect to the calculation of interest (or other return), NTB will effect the entries retroactively as of the day on which the incorrect entry was made.

b) Remittances:

- (i) Remittances/drafts in foreign currency from the FriMi Savings Account will be dispatched entirely at the risk of the Customer.
- (ii) NTB will normally convert the remitted funds into the currency of the remittance on the day such funds are actually received by NTB, at NTB's selling rate. However, the dates of conversion and transfer are entirely at NTB's discretion.
- (iii) In the event of a cancellation of a remittance, a refund will be made only on the basis of the amount actually received from the correspondent bank, and at NTB's buying rate on the day of the refund. NTB will be entitled to reimbursement for the expenses so incurred on itself and its correspondents or agents. All cancellation charges, levies and commissions collected are not refundable.
- (iv) NTB will not be liable for any loss or damage due to delay in payment or in giving advice of payment, loss of items in transit or otherwise, mutilation, error omissions, interruption or delay in transmission or delivery of any items, letter, or actions of NTB's correspondents or agents.
- (v) The Customer will enter into each foreign currency transaction with full awareness that foreign currency transactions could involve foreign exchange risks for which NTB will not be liable.

c) Scheduled Payments:

- (i) Customer may schedule one time or recurring payments through the FriMi App by debiting a Payment Instrument for which such facility is available at such time ("Scheduled Payments").
 - (ii) Scheduled Payments and any other existing payment arrangements with NTB including cheque payments would be handled on a "first come-first served basis", subject to availability of funds and the relevant service standards of NTB.
 - (iii) Customer must make available sufficient funds in the relevant Payment Instrument for a Scheduled Payment to be effected. If sufficient funds are not available to effect a Scheduled Payment, NTB does not undertake to effect the same on the due date. Such payment would only be effected IF funds are subsequently made available during the time period NTB attempts to effect such payment, in accordance with its internal procedures.
 - (iv) When selecting an effective date for the Scheduled Payments to come into effect, Customer must bear in mind that, subject to clause c) (iii) above, such Scheduled Payments will come into effect on such date and remain in force for the duration selected by the Customer, unless NTB receives notice of the death/bankruptcy/mental incapacity of the Customer, Customer cancels the Scheduled Payments or the relevant Payment Instrument becomes dormant.
 - (v) NTB will not be responsible for loss and/or damage including any consequential loss or damage to the Customer, due to the Customer using FriMi for Scheduled Payments, non-execution, delay in execution and/or due to NTB effecting Scheduled Payments according to the instructions of the Customer. Customer bears full responsibility for, providing accurate instructions relating to Scheduled Payments, monitoring such Scheduled Payments and maintaining sufficient funds. NTB will not be liable for any errors/omissions of the Customer in that regard.
 - (vi) NTB reserves the right to levy fees and charges for Scheduled Payments as more fully described in clause 9.
 - (vii) No separate advise that the Scheduled Payment has been complied with will be sent, as information will be available in the statement of the relevant Payment Instrument and the transaction history in the FriMi App.
 - (viii) Scheduled Payments will be effected by NTB according to its standard service levels.
- d) If NTB is holding funds due to the Customer arising from a transaction processed using any service described herein, and NTB is unable to contact the Customer and has no record of the Customer's use of the service for a period determined by applicable law, NTB may be required to report and ultimately handover these funds to regulators such as the Central Bank of Sri Lanka as unclaimed or abandoned property. NTB reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable laws.
- e) The FriMi Savings Account is deemed to be dormant when there has been no Customer originated activity in the account for twenty-four (24) months or if for any other reason NTB considers dormant classification

appropriate. NTB may prior to re activating a dormant account, interview the Customer and obtain clarification regarding the dormant status and the Customer will provide such clarifications to NTB.

NTB may at its discretion require the Customer to submit to NTB, documents specified by NTB, prior to re-activating the dormant FriMi Savings Account.

In the event the FriMi Savings Account is classified as dormant, NTB will have the right to refuse transactions on such account, including payment of cheques drawn on such account, until it is satisfied that such dormant status should be removed.

- f) Subject to and in accordance with applicable laws (in particular Section 544 of the Civil Procedure Code), the Customer may nominate a beneficiary to claim and be transferred or paid all monies lying to the credit of the Customer's FriMi Savings Account (after the payment of all outstanding fees and charges) on the death of the Customer.
- g) The reporting and payment of any applicable taxes arising from the use of FriMi shall be the Customer's responsibility. The Customer shall comply with any and all applicable tax laws in connection with the use of FriMi.
- h) NTB reserves the right, in its sole and absolute discretion and without any liability to the Customer, to change, modify or amend any portion of these Terms and Conditions at any time, by notice to the Customer.
- i) NTB reserves the right, in its sole and absolute discretion and without any liability to the Customer, to alter or modify the FriMi Services at any time, with or without prior notice to the Customer.
- j) The Customer hereby authorizes and consents to NTB recording and/or disclosing information regarding the Customer, any transactions of the Customer and/or any Payment Instruments, for such purpose/s, as NTB in its sole discretion deems fit. The Customer also consents to NTB accessing the credit information of a Customer at the Credit Information Bureau of Sri Lanka ("CRIB").
- k) The Customer hereby consents and authorizes NTB, to obtain the authenticity of the particulars relating to the National Identity Card of the Customer, from the National Identity Card Data Verification - Online Service of the Department of Registration of Persons.
- l) Customer acknowledges that Customer's details, such as name, mobile number and wallet ID may be recorded on the video KYC verification system of NTB's vendor who provides such system and who may have access to such details of the Customer. Customer hereby consents to such information being recorded in such manner as it is an integral part of the Customer's details being verified in line with NTB's internal policies as well as regulatory requirements for the purpose of account opening.
- m) NTB may from time to time introduce various savings products and services to FriMi, which may be subject to separate terms and conditions, in addition to these Terms and Conditions.

Customer may provide Instructions through FriMi to place fixed deposits from time to time, by debiting any of the Customer's Payment Instruments maintained with NTB. Customer acknowledges that the interest rate applicable for fixed deposits opened *via* FriMi may differ from interest rates applicable for fixed deposits opened *via* other channels at NTB.

- n) The Customer may not assign the FriMi Account or any rights or obligations under the Terms and Conditions, by operation of law or otherwise, without NTB's prior written approval and any such attempted assignment shall be void. NTB reserves the right to freely assign the Terms and Conditions and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- o) The Customer permits NTB to use "cookies" to help determine whether the Customer has accepted these Terms and Conditions. Cookies are small files that NTB's web server places on the Customer's mobile device.

- p) The terms and conditions relating to various other products and services which are provided through the FriMi App shall only be binding on the Customer if and when the Customer registers to obtain such product/service by accepting the relevant terms and conditions at such time.
- q) In addition to the Terms and Conditions, the Customer will be bound by the terms and conditions incorporated in the General Business Conditions of NTB which can be viewed by visiting <https://www.nationstrust.com/images/pdf/general-business-conditions.pdf> on NTB's corporate website. The Customer must refer the General Business Conditions for any matter not specifically covered in these Terms and Conditions.
- r) The provisions of FriMi Services by NTB to the Customer and these Terms and Conditions will be governed by Sri Lankan law.