1. In these Terms and Conditions, unless the context otherwise requires
(a) “Account” means the bank account or accounts held or to be held at the Bank in the name of the Cardholder (whether solely or jointly with another person), the number whereof is specified in the application for the NDB Debit card and communicated to the Cardholder as appropriate.
(b) “ATM” shall mean all Automated Teller Machines that will accept the NDB Debit Card worldwide.
(c) “Bank” shall mean National Development Bank PLC also known by it’s trade name NDB with its registered office at No. 11, Nawam Mawatha, Colombo 02, which term shall include its successors and assigns.
(d) “Cardholder” shall mean the person or persons having the authority to control the accounts and the purchase of goods or services on account in accordance with the Agreements so notified shall be conclusively considered as correct between the Bank and the Cardholder for all purposes.
(e) The “Facility” shall mean ATM transactions, VISA transactions and all related matters.
(f) “NDB Debit Card” shall mean the VISA card or any other card under another trade name issued to the cardholder business through the ATM and POS including any renewal or replacement card.
(g) “NDB PIN” shall mean the personal identification number issued to a Cardholder by the Bank when issuing the NDB Debit Card or a number subsequently substituted by the Cardholder as arranged with the Bank to identify himself in relation to the NDB Debit Card transactions
(h) “POS” shall mean the Point of Sale terminals available with merchants worldwide, which accepts an NDB Debit Card.
(i) “Transaction” shall mean all transactions capable of being processed through the ATM and POS terminals.

In these Terms and Conditions references to the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender.

2. The Cardholder may use the NDB Debit Card to pay for goods or services by using a card embodied on a card acceptance device wherever the Accept the NDB Bank Debit Card by signing a sales voucher, quoting the number printed on the NDB Bank Debit Card at the time of purchase or obtain services by using the ATM and POS at the end of the period
3. The Cardholder may use the NDB Debit Card in conjunction with the PIN to withdraw money from the Bank or amounts so withdrawn by the Cardholder shall be debited to the Account.

4. The Cardholder may use the NDB Debit Card at any bank that accepts the NDB Debit Card for cash withdrawals or purchase of goods or services from any accredited establishments by signing a voucher, the amount of which shall be debited to the Account.

5. The owner of the facility to a Cardholder shall be at the absolute discretion of the Bank and at the risk of the Cardholder who shall be responsible at all times for all transactions made through the facility. The facility is initially granted for a period of 60 months and may be renewed at the end of each period by the absolute discretion of the Bank. Any use of the Facility to a Cardholder shall be at liberty to terminate the facility at any time without prior notice and the Cardholder giving any reasons to the Cardholder by withdrawing, cancelling or refusing to renew the NDB Debit Card.

6. The Cardholder shall give the Bank not less than 7 days prior notice in writing and forgoing the NDB Debit Card to the Bank and obtain a valid receipt thereof, to rescind this facility at this discretion.

7. The NDB Debit Card shall remain the property of the Bank at all times and the Cardholder who has authorised the use of the Facility shall not attempt to duplicate the same nor pursue any duplications.

8. The Bank is entitled to recall/withdraw the NDB Debit Card if the Account is closed. Account holder is deceased or whenever the Bank requires the Cardholder to return the NDB Debit Card.

9. The Cardholder undertakes to refrain from using or attempting to use the NDB Debit Card after any notification of its cancellation or withdrawal has been given to him by the Bank in writing or in any manner of notice or to return the NDB Debit Card if cancellation of the account with the Bank for any reason is closed. The Personal identification number(s) (PIN) issued by the Bank on the NDB Debit Card are strictly confidential. The PIN should not be disclosed to any person or by any means voluntarily or otherwise. The Cardholder should not maintain any written record of the PIN in any place or manner which may enable a third party to use the Card.

10. Cardholder at all times remains liable for any transactions however made by the use of the NDB Debit Card. Any losses of any kind, or any additional losses caused by any unauthorised use of the NDB Debit Card or the use of the related PIN.

11. This facility shall be used only by the Cardholder to whom the same is made available and she shall place his signature on the provision given in the NDB Debit Card. He shall at all times exercise all possible care to prevent the loss/theft of the NDB Debit Card and any unauthorised person gaining knowledge of his PIN. The Cardholder shall inform the Bank immediately in any case. Until such time as the Bank confirms to the Cardholder that no loss/theft or unauthorised use of PIN has been received the Cardholder shall accept full responsibility for transactions affected by the use of the NDB Debit Card.

12. Joint Account holders shall be liable jointly and severally for all transactions made by the holder of the NDB Debit Card.

13. The Cardholder shall not overload his Accounts which are linked to the NDB Debit Card or withdraw/transfer funds to or from any other account by the use of NDB Debit Card in excess if any overdrawn limit agreed with the Bank or the funds available in the account.

14. The NDB Debit Card and PIN issued to a Cardholder is non-transferable and for his exclusive use unless otherwise stated by the Bank. NDB Debit Card and PIN with or without the knowledge or authority of the Cardholder. However the total amount of any transaction made using the NDB Debit Card which is not limited to such transactions and by such other conditions as shall be notified to the Cardholder by the Bank from time to time.

15. The Bank is authorised to debit the Cardholder’s designated accounts with the amount of any withdrawals/transfer payments made by the use of the NDB Debit Card with or without the knowledge or authority of the Cardholder. However the total amount of any transaction made using the NDB Debit Card which is not limited to such transactions and by such other conditions as shall be notified to the Cardholder by the Bank from time to time.

16. All transactions made shall be confirmed by VISA International and the date of conversion. Plus an additional percentage levied by the bank and any transaction fee(s) charged by VISA international to the Bank.

17. The Cardholder will be liable for any exchange loss that may result from any cancellation, reversal or refusal of transactions.

18. The Cardholder acknowledges that the amount stated on the ATM screen or a printed receipt by a slip or receipt issued shall be conclusive of the true amount of the transaction as and for all purposes for the state of designated Accounts with the Bank. The Bank’s records of transactions processed using the NDB Debit Card shall be conclusive and binding for all purposes subject to clauses 11, 12, 13, and 14.

19. Record of transactions made by use of the NDB Debit Card shall be included in the normal Bank statement and is a full and final account of the Account holder who is required to examine each statement and notify the Bank of any alleged error therein within 45 days of such statement date after such period the statement and entries therein (except for any errors which are so notified) shall be conclusively considered as correct between the Bank and the Cardholder for all purposes.

20. In the event the Cardholder registers to avail the facility of receiving SMS alerts, the Cardholder accepts that the terms and conditions applicable to SMS Alert facility of the Bank shall apply for transactions effected through any of Cardholder’s accounts held with the Bank via any channel, including the NDB Debit Card. The Cardholder may obtain the SMS Alert Facility by calling the Bank or by visiting a branch office and in such event the Cardholder acknowledges that the Bank will register the Cardholder for the SMS Alert Facility on the mobile number given in the Debit Card Application Form or such revised number as may be intimated by the Cardholder to the Bank. Such request will be considered as valid and binding in terms of the Directions/Regulations issued by the Central Bank of Sri Lanka.

22. The Bank accepts no responsibility for the following:
(a) Refusal by or failure of any merchant establishment to honour or accept the NDB Debit Card or to extend facilities to the full and authorised limit.
(b) Any defect or inaccuracy in the goods and services purchased or obtained by the use of the NDB Debit Card.
(c) Any inaccurate representations made or contained in any advertising, publicity or promotional material by which the Cardholder was prompted or encouraged to purchase the goods and services or obtain services by use of the NDB Debit Card.
(d) Any inconvenience, loss, damage or embarrassment of whatever nature due to or arising from any interruption or discontinuance in the supply of goods or services or facilities or data processing system or transmission link or any industrial or other dispute or event that change the facilities or services of the Cardholder.

23. The Cardholder shall at all times ensure that all transactions by the use of the NDB Debit Card:
(a) Are in accordance with the Exchange Control Regulations prevailing at the time of the transaction (including but not limited to the use of the NDB Debit Card by the Cardholder for personal expenses in local and foreign currency around the globe) and that for that purpose, it may be necessary for the Bank or any of its authorized agents to take any action or do anything on behalf of third parties in accordance with Exchange Control Regulations.

24. The Bank reserves the right to alter, vary, change, withdraw, renew, or cancel the Terms and Conditions at any time in its absolute discretion. The Cardholder shall be deemed to have accepted without reservation such alteration unless the NDB Debit Card is not debited, and the alteration is not specified in the notification to the Cardholder. If the Cardholder does not accept such alteration, the NDB Debit Card must be returned to the Bank and a valid receipt obtained therefor.

25. In addition to any general right of set off available to the Bank by virtue of prevailing laws, the Bank may without notice to the Cardholder, combine or consolidate the Accounts exclusively in a manner that the Bank considers appropriate for the purpose of enforcing the rights of the Bank against the Cardholder. The Bank may release or accept the Bank’s ruling on time and date of receipt for e-mails only the dispatch dates of instructions as final.

26. The Bank shall be entitled to treat the instructions as fully authorized and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the instructions as the Bank may consider appropriate, whether the instruction is to pay money or otherwise to debit or credit any account, or relate to, the disposition of any money or documents, or purports to bind the Cardholder to any agreement or other arrangement with the Bank or any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the instructions.

27. In consideration of the Bank acting in accordance with the terms of this authority and indemnity, the Cardholder hereby unconditionally undertakes to indemnify the Bank and to and keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs, legal and other expenses, whether legal or otherwise incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the instructions or any breach thereof or the enforcement of the rights set forth above, and all costs and expenses incurred by the Bank in enforcing the rights set forth above may be debited to the Card Account and shall be payable by the Cardholder.

28. The terms of this authorisation and indemnity remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder or the Cardholder is declared bankrupt. The Bank is indemnified from any liability under this authorisation and indemnity in respect of any act performed in accordance with the terms of this authorisation and indemnity prior thereto.

29. The Cardholder admits and acknowledges that the giving of any instruction by telephone, cable, facsimile or any other medium to the Bank is binding on the Bank, and the instructions given thereby shall be conclusively presumed to be instructions given by the Cardholder, and the Cardholder is aware of the risks involved in that regard and confirms that any instruction given by telephone, cable, facsimile or any other medium to the Bank is made for the convenience of the Cardholder, is solely at the risk of the Cardholder.