

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 which is or shall be 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 bank" having it/s registered office at No 40, Nawam Mawatha, Colombo 02 which term shall include its successors and assigns.
  - (d) "Cardholder" shall mean the person or persons having the authority to operate the account in accordance with the Bank mandate thereof.
  - (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 by the bank to a Cardholder to transact business through the ATM and POS including any renewal or replacement card.
  - (g) "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, that will accept the NDB Debit Card.
  - (i) "Transaction/s" 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 operated machine at retailers or suppliers worldwide who accept the NDB Bank Debit Card by signing a sales voucher, quoting the number printed on the NDB Bank Debit Card, the Bank will debit to the Account the amount of any such transaction authorized in this way.
3. The Cardholder may use the NDB Debit Card in conjunction with the PIN to withdraw money from ATMs. The amount of money so withdrawn by the Cardholder shall be debited to the Account.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 Bank Debit Card to withdraw money or purchase goods or services from authorised establishments by signing a voucher, the amount of which shall be debited to the Account.
5. The grant 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 renewable at the end of each period at the absolute discretion of the Bank. However the Bank shall be at liberty to terminate the facility at anytime without prior notice and without 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 forthwith return 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, whom the Bank has authorised to use the facility, shall not attempt to duplicate the same nor pursue such duplication.
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 or by any person on behalf of the Bank and to return the NDB Debit Card for cancellation if the Account with the Bank for any reason be closed. The Personal Identification Number (PIN) is issued for the purpose of using the Card and any number(s) substituted for that purpose are strictly confidential. The PIN should not be disclosed to any third party under any circumstances or by any means whether 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 howsoever made by the use of NDB Debit Card and Shall indemnify the Bank for all loss/damage however 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 he 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 either case. Until such time as the Bank confirms to the Cardholder that notice of 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 aforesaid transactions made use of the NDB Debit Card.
13. The Cardholder shall not overdraw his Accounts which are linked to the NDB Debit Card or withdraw/transfer funds or transact in any other manner by the use of NDB Debit Card in excess if any overdraft 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 only. The Cardholder is liable to keep the PIN strictly confidential and undertakes not to reveal his PIN to any person at any time under any circumstance.
15. The Bank is authorised to debit the Cardholder's designated accounts with the amount of any withdrawals/transfers /payments made by the use of NDB Debit Card with or without the knowledge or authority of the Cardholder. However the total amount of transactions carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified to the Cardholder by the Bank from time to time.
16. The Bank is authorised to debit Cardholder's designated Account with all charges inclusive of legal or other statutory charges relating to transactions made locally or internationally through the NDB Debit Card or through any other local network notwithstanding the above limit.
17. All Card Transactions effected in currencies other than Sri Lankan Rupees will be debited to the Card Account after conversion into Sri Lankan Rupees at a rate of exchange determined by the exchange rate adopted by VISA International on the date of conversion. Plus, an additional percentage levied by the bank and any transaction fee(s) charged by VISA International to the Bank.
18. Cardholder will be liable for any exchange loss that may result from any cancellation, reversal or refund of transactions.
19. Cardholder acknowledges that the amount stated on the ATM Screen or a printed inquiry slip or receipt issued by the ATM shall not for any purpose whatsoever be taken as conclusive proof of the state of designated Accounts with the Bank. The Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purpose subject to clauses 11, 12, 13, and 14.
20. Record of transactions made by use of the NDB Debit Card shall be included in the normal Bank statements sent to the Cardholder who is required to examine each statement and to 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 so notified) shall be conclusively considered as correct between the Bank and the Cardholder for all purposes.
21. 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 Alerts 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 Credit Card or to extend facilities to the full and authorised limit.
  - (b) Any defect or deficiency 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 promotion material by which the Cardholder was prompted or encouraged to purchase goods or obtain services by using the NDB Debit Card.
  - (d) Any inconvenience, loss, damage or embarrassment of whatever nature due to or arising from any disruption or failure or defect in any ATM or communication system or facilities or data processing system or transmission link or any or industrial or other dispute or any other cause beyond the control of the Bank or otherwise.
23. The Cardholder shall at all times ensure that all transactions by the use of the NDB Debit Card are:
  - (a) 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 for legal purposes. It may be noted that external payments on behalf of third parties are in infringement of Exchange Control Regulations.
  - (b) The Bank reserves the right to alter, vary, change, withdraw, renew, or cancel the Terms and Conditions from time to time in any manner the Bank deems appropriate. The Cardholder will be deemed to have accepted without reservation such alteration upon using the NDB Debit Card after the date on which such alteration take effect as 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.
24. 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/consolidate the Accounts exclusively operated and owned by the Cardholder with the designated Account/s and set off or transfer any money standing to the credit of such other Accounts, towards the satisfaction of the Cardholder's liability relating to this facility.
25. The Bank shall have the right to, assign any or it's rights hereunder to another party without obtaining the Cardholder's prior approval therefor.
26. This agreement will be governed by and construed in accordance with the laws of Sri Lanka.
27. Authorisation & indemnity for telephone, telex, cable, facsimile and e-mail instructions
  - (a) The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication (the "Instructions") which may from time to time be, or purport to be given by telephone, cable, facsimile or e-mail by the Cardholder(s) on his behalf, without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the instructions and regardless of the circumstances prevailing at the time of receipt of the instructions. The Cardholder will accept the Bank's ruling on time and date of receipt for e-mails only the dispatch dates of instructions as final.
  - (b) 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.
  - (c) In consideration of the Bank acting in accordance with the terms of this authorisation and indemnity the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs, liability and 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 Bank's rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Cardholder.
  - (d) The terms of this authorisation and indemnity shall 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, save that such termination will not release the Cardholder 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 to the receipt of such notice.
  - (e) The Cardholder admits and acknowledges that the giving of any instruction by telephone, cable, facsimile or e-mail as aforesaid is not a secure means of giving any instruction to the Bank, that the Cardholder is aware of the risks involved in that regard and confirms that arrangements herein, which is made for the convenience of the Cardholder, is solely at the risk of the Cardholder.