**Declaration by the Applicant/s for Electronic Fund Transfer Cards**

To: Director-Department of Foreign Exchange

(To be filled by the Applicant/s to obtain foreign exchange against Debit Card/s).

I/We ……………………………..………………….………………. (Basic Cardholder/Joint cardholder), ………..………………………………….……………………..… (Basic Cardholder/Joint cardholder) declare that all details given above by me/us on this form are true and correct.

I/We hereby confirm that I/We am/are aware of the conditions imposed under the provision of the Foreign Exchange Act, No.12 of 2017 (the Act) on Electronic Fund Transfer Cards (EFTCs) subject to which the card may be used for transactions in foreign exchange and I/We here by undertake to abide by the said conditions.

I/We further agree to provide any information on transactions carried out by me/us in foreign exchange on the card issued to me/us as National Development Bank PLC may require for the purpose of the Act.

I/We am/are aware that the Authorized Dealer (bank) is required to suspend availability of foreign exchange on EFTC if reasonable grounds exist to suspect that unauthorized foreign exchange transactions are being carried out on the EFTC issued to me/us and to report the matter to the Director-Department of Foreign Exchange.

I/We also affirm that I/We undertake to surrender the Debit Card/s to National Development Bank PLC, if I/We migrate or leave Sri Lanka for employment abroad as applicable.

Signature ………………………………………………………………………………………………………………………………………………………………………………………………..

Date …………………………………………………………………………………………………………………………………………………………………………………………………………

CENTRAL BANK OF SRI LANKA

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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/are 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.

(c) "Bank" shall mean National Development Bank PLC also known by its trade name "NDB".

(d) "Cardholder" means the person or persons having the authority to operate the Account and include(s) the Bank mandatorily in accordance with the provisions hereof.

(e) "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 or brand issued by the Bank in connection with the Cardholder's account.

(g) "Transaction" shall mean the amount of any transaction made through the ATM and POS including any renewal or replacement card.

(h) "NDB Identification Number" shall mean the unique number issued to a Cardholder by the Bank when issuing the NDB Debit Card and or a number subsequently substituted by the Cardholder as arranged with the Bank to identify himself/herself in relation to the NDB Debit Card account.

(i) "PDS" shall mean the Point of Sale terminals available with merchants worldwide, or any Cardholder's account and any transactions made using such terminals.

(j) "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 the Card at any authorized merchants or suppliers wherever such merchants or suppliers are authorized users of the NDB Debit Card by signing a sales voucher, quoting the number printed on the NDB Bank Debit Card, the PIN to debit 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 the Account and amount 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 the purpose of making any withdrawal of money or purchases of any service from such an establishment by signing a voucher, the amount of which shall be debited to the Account.

5. The front 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 any transactions made through the facility. The facility is initially granted for a period of 60 months or any other period and Cardholder shall not have the right to alter the absolute discretion exercised by the Bank. However, the Bank shall be at liberty to terminate the facility for any reason without notice and at any time without any further notice and at the Cardholder's discretion 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 and 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 procure such duplication.

8. The Bank is entitled to recall/withdraw the NDB Debit Card if the Account is closed.

9. Joint account holders shall be liable jointly and severally for all unauthorized transactions made use of the NDB Debit Card.

10. The Cardholder undertakes to refrain from using or authorizing to use the NDB Debit Card after any notification of its cancellation or withdrawal has been given to him by the Bank on the grounds of non-payment in breach of the conditions of the Agreement, if the Cardholder has not returned the NDB Debit Card for cancellation if the Account with the Bank for any reason be closed. The Personal Identification Number (PIN) of the Cardholder(s) or any other number(s) substituted for that purpose are strictly confidential. The PIN should not be disclosed to any person. The Cardholder(s) shall not in any manner reveal or disclose by any means whatsoever, voluntarily or otherwise, the PIN or any other written record of the PIN in any place or manner which may enable a third party to use the Card.

11. The Cardholder shall be liable for all losses and damages to the Bank or any household made by the use of NDB Debit Card and shall indemnify the Bank for all loss/damage caused or incurred by any unauthorized use of the NDB Debit Card by the Cardholder or any other person or by the Cardholder's bank or any other person or by the Cardholder or to any other person or by the Cardholder's bank or any other person or by or in reliance upon the instructions as the Bank may consider appropriate, whether the instructions is to pay money or otherwise to debit any account, or to 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.

12. The NDB Debit Card shall not be liable to any exchange loss which may result from any cancellation, reversal or refund of transactions.

13. The Bank acknowledges that the amount stated on the ATM Screen or a printed receipt slip receive after a transaction is the exact amount as conclusive proof of the state of designated Accounts with the Bank. The Bank's recorded transactions provide the final and conclusive evidence and shall be conclusive and binding for all purposes subject to clauses 11, 12, 13, and 14.

14. Record of transactions made by use of the NDB Debit Card shall be included in the national Bank statement service provided by the Bank. The Bank's record of transaction shall be final and conclusive and shall be conclusive and binding for all purposes subject to clauses 11, 12, 13, and 14.

15. In the event the Cardholder registers to avail the facility of receiving SMS alerts, the Cardholder accepts that the terms and conditions applicable to the 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. The NDB Debit Card Application Form or such revised number as may be notified by the Cardholder to the Bank. Such requests will be considered as valid and binding in terms of the Directions / Regulations issued by the Central Bank of Sri Lanka.

16. 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 holder and authorised limit.

(b) Any default 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 the goods or services or obtain the services by which the NDB Debit Card was offered or obtained.

(d) Any inconvenience, loss, damage or embarrassment of whatever nature due to or arising from any disruption of facilities or loss of data or equipment or any change in facilities or data processing system or transmission link or any industrial or other disputes or any other cause beyond the Bank's or the Cardholder's control.

17. 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

(b) For legal purposes. Any payment received in the local currency or on behalf of third parties are in infringement of Exchange Control Regulations.

18. The Bank reserves the right to alter, vary, change, withdraw, renew, or cancel the Cardholder's account at any time and in any manner it sees fit by giving notice to the Cardholder immediately, or by any method, at its discretion. The Cardholder will be deemed to have accepted without reservation such alteration, variation, change, withdrawal, renewal, or cancellation of the Cardholder's account as is 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.

19. 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, consolidate the Account with or without giving prior notice and shall not be under any legal obligation to account to the Cardholder for any sums set off or transferred or any money standing to the credit of such other accounts, towards the satisfaction of any liability of the Cardholder or the Cardholder's liability relating to this facility.

20. The Cardholder shall have the right to assign any or all its rights hereunder to another party without obtaining the Cardholder's prior approval thereof.

21. This agreement will be governed by and construed in accordance with the laws of Sri Lanka.

22. Authorization is indemnify for telephone, telex, cable, facsimile and e-mail instructions

(a) The Cardholder authorizes the Bank to rely on any act and accept in accordance with any notice of instruction, whether verbal, written or otherwise, given to the Bank from time to time, or be purport to be given by telephone, cable, facsimile or e-mail by the Cardholder(s) and understood or in any manner whatsoever, without prejudice to the generality of the foregoing, to as the authority or identity of the person giving or purporting to give the instructions and regardless of the circumstances prevailing or the fact that any instructions may be given in advance of any trade day or in the way or at such time as the Bank's rules as herein provided, All costs and expenses in such regard may be debited to the Cardholders Account and shall be payable by the Cardholder.

(b) The Cardholder shall be entitled to treat the instructions as fully authorized and binding the Cardholder and the Bank as if they were executed in accordance with the instructions if the Bank shall have delivered the instruction to the Bank in writing or in electronic transmission in accordance with the Bank's rules as herein provided, All costs and expenses in such regard may be debited to the Cardholders Account and shall be payable by the Cardholder.

(c) The Terms of this Agreement shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of resignation from the Cardholder, in which event the Bank shall be discharged 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.

(d) The Cardholder admits and acknowledges that the giving of any instruction by telephone, telex, cable, facsimile or e-mail does not constitute an act or instruction to the Bank, that the Cardholder is aware of the risks involved in that regard and confirms that any transaction is made for the convenience of the Cardholder, is solely at the risk of the Cardholder.

Signature of the Cardholder