

Terms and Conditions

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 (individual or joint cards) the number of which is or shall be specified in the application for the NDB Deposit card and communicated to the Cardholder and/or corporate as appropriate.

(b) "CRM" shall mean a NDB Cash Recycle Machine that will accept the NDB Deposit Card.

(c) "Bank" shall mean National Development Bank PLC also known by its trade name 'NDB bank' having its registered office at No 40, Nawam Mawatha, Colombo 02 which term shall include its successors and assigns.

(d) "Cardholder" shall mean an individual/s or an individual who is an employee of the Corporate having the authority to operate the Account in accordance with the Bank mandate thereof.

(e) "Corporate" shall mean a company duly incorporated and registered in terms of the applicable laws of Sri Lanka.

(f) "NDB Deposit Card" or "Deposit Card" shall mean the deposit card issued by the Bank to a Cardholder to deposit cash through the CRM including any renewal or replacement card.

(g) "PIN" shall mean the Personal Identification Number issued to a Corporate and/or Cardholder by the Bank when issuing the NDB Deposit Card or a number subsequently substituted by the Corporate and/or Cardholder as arranged with the Bank to identify the Corporate and/or the Cardholder in relation to the NDB Deposit Card transactions.

(h) "Transaction/s" shall mean all cash deposits capable of being processed through CRMs.

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. Upon a Transaction being effected with the use of the Deposit Card, such amounts so deposited shall be credited to the designated Account.

3. Deposit Card can be used only for cash deposits and as such the Cardholder is not permitted to use the said card for any other transactions including cash withdrawals.

4. Deposit Card can be used only at a NDB CRM and the Cardholder shall not be permitted to use same at any other cash recycle machines maintained by any other financial institution.

5. The grant of the Deposit Card to a Cardholder shall be at the absolute discretion of the Bank and at the risk of the Cardholder/Corporate who shall be responsible at all times for all Transactions made through Deposit Card. The Deposit Card is granted for a period as may be decided by the Bank. However the Bank shall be at liberty to terminate the Deposit Card at any time without prior notice and without giving any reasons to the Cardholder and/or the Corporate by withdrawing, cancelling or refusing to renew the NDB Deposit Card

6. In the event the Corporate and/or the Cardholder wishes to cancel the Deposit Card, he shall give the Bank not less than seven (7) days' prior notice in writing and forthwith return the NDB Deposit Card to the Bank and obtain a valid receipt thereof, to cancel the use of the Deposit Card at its discretion.

7. NDB Deposit Card shall remain the property of the Bank at all times and the Cardholder, whom the Bank has authorized to use the NDB Deposit Card, shall not attempt to duplicate the same nor pursue such duplication.

8. The Bank is entitled to recall/withdraw the Deposit Card if the Account is closed and/or if the Cardholder is deceased or the Corporate is wound up/liquidated whenever the Bank requires the Cardholder to return the NDB Deposit Card.

9. The Cardholder and/or the Corporate shall refrain from using or attempting to use the NDB Deposit Card after any notification of its cancellation or withdrawal has been given to the Cardholder and/or Corporate by the Bank and shall return the NDB Deposit Card for cancellation if the Account with the Bank for any reason be closed.

10. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Corporate and/or the Cardholder should not maintain any written record of the PIN in any place or in any manner which may enable a third party to use the Card.

11. Cardholder and/or the Corporate in which the Cardholder is an employee shall at all times remains liable for any Transactions howsoever made by the use of NDB Deposit Card and shall indemnify the Bank for all loss/damage however caused by any unauthorized use of the NDB Deposit Card or the use of the related PIN.

12. The NDB Deposit Card and PIN issued to a Corporate and/or the Cardholder is non-transferable and for the exclusive use of the Cardholder only. The Corporate and/or the Cardholder is liable to keep the PIN strictly confidential and undertakes not to reveal PIN to any person at any time under any circumstance.

13. The Bank is authorized to credit the Corporate and/or the Cardholder's designated accounts with the amount of any deposits made by the use of NDB Deposit Card with or without the knowledge or authority of the Corporate and/or the Cardholder. However the total amount of the mass actions carried out in any one day shall be limited to Transactions carried out in any one day shall be limited to such amounts and by such

other conditions as shall be notified to the Corporate and/or the Cardholder by the Bank from time to time.

14. In consideration of the Bank acting in accordance with the terms of this authorisation and indemnity the Corporate and/or 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 Corporate and/or the Cardholder's Account and shall be payable by the Corporate and/or the Cardholder.

15. 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 Corporate and/or the Cardholder, save that such termination will not release the Corporate and/or 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.

16. The Corporate and/or the Cardholder admits and acknowledges that the giving of any instructions by telephone, cable, facsimile or e-mail as aforesaid is not a secure means of giving any instruction to the bank, that the Corporate and/or the cardholder is aware of the risk involved in that regard and confirms that the arrangements herein which is made for the convenience of the corporate and/or the Cardholder, is solely at the risk of the card holder.

17. The Bank is authorized to debit Corporate and/or the Cardholder's designated Account with all charges inclusive of legal or other statutory charges relating to Transactions made locally through the NDB Deposit Card or through any other local network notwithstanding the above limit.

18. Cardholder and/or the Corporate in which the Cardholder is an employee acknowledges that the amount stated on the CRM Screen or a printed inquiry slip or receipt issued by the CRM shall not for any purpose whatsoever be taken as conclusive proof of the Transactions with the Bank. The Bank's record of transactions processed by the use of the NDB Deposit Card shall be conclusive and binding for all purpose subject to clauses 11, 12 and 17.

19. Record of transactions made by use of the NDB Deposit Card shall be included in the normal Bank statements sent to the Corporate 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 Corporate for all purposes.

20. The Bank accepts no responsibility for the following:

(a) Any inconvenience, loss, damage or embarrassment of whatever nature due to or arising from any disruption or failure or defect in any CRM or communication system or facilities or data processing system, transmission link or any or industrial or other dispute or any other cause beyond the control of the Bank or otherwise.

21. The Corporate and/or the Cardholder shall at all times ensure that all Transactions effected with the use of the Deposit Card are for the legal purposes and the source of the funds for such deposits should be legitimate.

22. 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 Corporate and/or the Cardholder will be deemed to have accepted without reservation such alteration upon using the NDB Deposit Card after the date on which such alteration take effect as specified in the notification to the Corporate and/or the Cardholder. If the Corporate and/or the Cardholder does not accept such alteration, the NDB Deposit Card must be returned to the Bank and a valid receipt obtained therefor.

23. 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 Corporate and/or the Cardholder combine/consolidate the Accounts exclusively operated and owned by the Corporate and/or 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 Corporate and/or the Cardholder's liability relating to this NDB Deposit Card.

24. The Bank shall have the right to assign any of its rights hereunder to another party without obtaining the Corporate and/or the Cardholder's prior approval therefor.

25. These Terms and Conditions will be governed by and construed in accordance with the laws of Sri Lanka.

Signature of the
Cardholder/ Authorised signature

National Identity Card / Passport No. :	<input type="text"/>
Name With Initials : Rev./Dr./Mr./Mrs./Miss	<input type="text"/> <input type="text"/>
Mother's Maiden Name :	<input type="text"/>
Name to be Printed on Card : (Maximum 21 characters)	<input type="text"/>
Mobile Number :	<input type="text"/> This number will be registered for SMS alert service. Tick (X) if not required <input type="checkbox"/>
Name of the Business Entity :	<input type="text"/>
Business Registration Number :	<input type="text"/>
Designation :	<input type="text"/>
Designated Account :	<input type="text"/> (Current or Saving Accounts) <input type="text"/>

I/ We hereby declare that all informations given above is true and correct. I/ We confirm that Terms & Conditions governing the issue of the NDB Cash Deposit Card have been read and understood by me and I/We agree to abide by the said Terms & Conditions and also any amendments, variations and changes thereto which may be effected by the Bank from time to time.

Signature of the
Cardholder/ Authorised signature

Date

CENTRAL BANK OF SRI LANKA
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 Credit/Debit or any other Electronic Fund Transfer Card)

I/We.....(Primary/Supplementary Cardholder), (Primary/Supplementary 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 terms and conditions applicable for the use of Electronic Fund Transfer Cards (EFTCs) as detailed in the Directions No.03 of 2021 dated 18 March 2021 issued under the provisions of the Foreign Exchange Act, No. 12 of 2017 (the FEA) subject to which the card may be used for transactions in foreign exchange and I/We hereby 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.....(Bank) may require for the purpose of the FEA.

I/We am/are aware that the bank is required to suspend availability of foreign exchange on EFTC if reasonable grounds exist to suspect that foreign exchange transactions which are not permitted in terms of the annexed Directions issued under the provisions of the FEA 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 EFTCs to the Bank, if I/We migrate or leave Sri Lanka for permanent residence or employment abroad, as applicable. Further, I/We also agreed to notify my/our change in residential status to the Bank, if any, accordingly.

DD.MM.YYYY.....

Signature of the Cardholder

I, as the Authorized Officer of the Bank have carefully examined the information together with relevant documents given by the applicant/s and satisfied with the bona-fide of these information and documents. Further, I as the Authorised Officer of the Bank undertake at all times, to exercise due diligence on the transactions carried out by the cardholder on his/her EFTC in foreign exchange and to suspend the availability of foreign exchange on the EFTC if reasonable grounds exist to suspect that foreign exchange transactions which are not permitted in terms of Directions No. 03 of 2021 dated 18 March 2021 issued under the provisions of the Foreign Exchange Act, No. 12 of 2017 are being carried out on the EFTC, in violation of the undertaking given by the card holders and to bring the matter to the attention of the Director-Department of Foreign Exchange.

DD.MM.YYYY.....

Signature of the Authorised Officer

Branch Use Only

Branch : _____ Operating Instructions : Individual Either to operate

Card Type : **Normal** **PRV** **PRVS**

Customer No. :

Card No. : New Renewal Replacement

Signature/Customer Data/ATM/ verified : Name _____ Signature _____ Date _____

Data Entry	Name	Signature	Date	Data Verified	Name	Signature	Date
Customer	Customer
Card	Card

Daily Deposit limit ATM