

## TERMS AND CONDITIONS

These Terms and Conditions ("Terms and Conditions") shall apply to each and every account of whatever nature hereafter opened by or continued in the same name(s) by the Accountholder ("Account") save and except to the extent specifically set out by the National Development Bank PLC (the "Bank").

In consideration of the Bank opening and/or continuing any such Account(s) and/or providing banking facilities to me, I agree to be bound by these Terms and Conditions. Where the Account(s) is/are opened by more than one person "I", "me", or "my" shall read as "we", "us" or "our". These Terms and Conditions shall bind each one individually or any one or more or their heirs, executors, administrators and assigns or all of them collectively and all agreements, obligations and liabilities of the Joint Accountholders are joint and several.

References to the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender.

### 1 Operating Instructions

I authorize the Bank to act on signed instructions or documents drawn or accepted in accordance with the operating instructions given in the Personal Account Opening Form and any additional mandates if any ("Mandate") until such time as I shall give the Bank written notice to the contrary;

- For making payments of cheques, bills of exchange, promissory notes, standing orders, direct debits, issue of drafts, mail and telegraphic transfers, purchases and sales of securities and foreign currency and any other instructions by debiting the Account(s) whether in credit or otherwise, and requesting for balance confirmation and
- To accept any other instructions regarding the Account(s) including instructions for the closure of Account. In the event of a Joint Account, instructions for closure of the Account shall be given by all joint parties irrespective of the Operating Instructions given in the Mandate (Operating Instructions).

I agree that any change or revocation of the Operating Instructions shall be given jointly by all of the Accountholders to the Account.

### 2 Current Account/ Savings Account/ Fixed Deposits/ Call Deposits

- The Bank may also, in its absolute discretion, issue me with a cheque book in the case of a Current Account. If a cheque book is issued I undertake to be responsible for its safe custody at all times and I will immediately notify the Bank if such cheque book or, any cheque leaf/leaves contained therein is/are lost or stolen. I also undertake to issue cheques against realized funds in the Account. I understand that the Bank may in its absolute discretion, accept from me any stop cheque instruction (either orally or in writing) in cases where I have lost the relevant cheque/s or, in other circumstances in which it shall be allowed by law and agreed by the Bank. Any oral requests should be followed by a written confirmation on the same day. Should the Bank accept any such instruction from me or, from some other person purporting to be me, I hereby undertake to indemnify the Bank against any loss, damages, costs (including any legal costs) or demands incurred by it as a result thereof, or in connection therewith.
- I will be liable for any overdraft or other facilities arising in connection with any of the above Account(s) and I hereby authorise the Bank to debit any such Account(s) with all or any interest (including compound interest), commission and other banking charges, costs and expenses (including any legal costs) incurred in connection therewith at such rates as may be determined by the Bank from time to time in its absolute discretion. I undertake to pay to the Bank any such amounts, in the manner and, at such times, as may be required by the Bank in its absolute discretion.
- Any and all amounts credited to the above Account while any overdraft or any other banking facilities in connection therewith is current, shall firstly be applied by the Bank to reduce any interest (including compound interest) payable, until the interest is paid in full. Thereafter, any such amounts so credited shall be applied to reduce the principal amount of any such overdraft or any other banking facilities.
- The Bank shall always be entitled to, levy or impose all customary banking and other charges and expenses in respect of the Account or in respect of any other banking facilities provided to me by the Bank and, to debit the relevant Account(s) in accordance with the Bank's normal banking procedures. I agree that such charges are not refundable upon termination/closure of any or all of the Account(s).
- I understand that any deposit made to the credit and debits made to the said Account are governed by the laws in effect from time to time in Sri Lanka and are payable at any branch of the Bank subject to the production of evidence of identity acceptable to the Bank and subject to the payment of any customary charges, that may be levied by the Bank from time to time.
  - I understand that call deposit withdrawals require a minimum of seven (07) days' notice in writing, failing which I shall not be entitled to receive interest.
- The rate of any interest payable on any savings/deposit Account(s) will be displayed by the Bank at its branches in Sri Lanka/Bank's official website and shall constitute due notice to me.
- Interest on savings accounts will be calculated on the daily balance and credited monthly provided that the Account(s) has the required minimum balance on each such day of calculation. Interest will not be paid on any credit balances remaining in the current accounts.

(c) Interest on any deposit Account(s) will accrue, in arrears from day to day, or as otherwise determined by the Bank (in its absolute discretion), and be credited by the Bank to the relevant deposit Account(s) or to any other account as instructed by me.

- In case of joint Fixed Deposits having operating instructions as 'Either or any one', the Bank shall repay the deposit(s) before maturity of the deposit(s) in case such a request is received in accordance with the operating instructions of the respective deposit(s), along with relevant documents as may be specified by the Bank from time to time and subject to the rules and guidelines prevailing during the relevant period.

I accept that all such pre-mature withdrawals will be subject to the levy of penalties and charges, as the Bank may determine.

(b) If written instructions to the contrary are not received within seven (07) working days prior to the date of maturity, then all fixed deposits will be automatically renewed for a similar term at the prevailing rate of interest at the time of renewal. It being understood that notwithstanding the Operating Instructions given, the Bank may at any time request for such Operating Instructions to be given by all holders to a joint account.

- I understand that the Bank will send me a statement of Account(s) at such intervals as may be requested by me. In the absence of any instructions the statements shall be sent at such intervals as may be determined by the Bank for the respective Account in accordance with the Bank's normal banking procedures. I hereby agree that I am solely responsible for promptly examining all entries thereon and I must give the Bank written notice (notwithstanding the provisions of paragraph 5) within fourteen (14) days of the date of the relevant statement, of any discrepancy that I believe exists between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of Account(s). I hereby agree that without prejudice to the above and without imposing any obligation on the Bank in this respect, if the Bank subsequently discovers any error in respect of any such statement of Account(s), it may rectify same by debiting or crediting (as appropriate) any Account(s) of mine as soon as discovery of the same by the Bank.
- I authorize the Bank to respond, if it shall so choose to any and all inquiries received from;
  - any other bankers, Credit Information Bureau or any other authority concerning the Account(s) without reference to me. For the avoidance of doubt any such response may include a Bank reference.
  - Any actual or potential assignee, participant or contractual party in connection with any rights or obligations of the Bank in relation to my Account(s) / facilities.
- I authorize the Bank to give all marketing information of the Bank or its products/services via a designated e-mail address, SMS, facsimile, mail, telephone etc. In the event of a joint account, the designated e-mail shall be that of the primary Accountholder or as instructed.
  - The Bank may assign any activities to any third party at its sole discretion and provide details of the Account(s) to such third parties. In this connection, the Accountholder(s) understands that the Bank needs to and so authorizes the Bank to, process, share, and store or transmit information about the Accountholder, the Account(s) and/or the transaction(s), to any of Bank's subsidiaries and affiliates or with any institution or agent or third party engaged by the Bank.
- The Bank reserves the right to refuse to open any Account or close any Account without assigning any reasons, after giving fourteen (14) working days written notice to my last recorded address.
- The Bank, however may, either at its own instance or, at the instance of any court or administrative order, or otherwise, close, freeze or suspend dealings on any of the Account(s) without prior notice to me or without being liable for any breach of any duty it may owe to me.
- The Bank also reserves the right to close Account(s) which are inactive for a period of twenty four (24) months and/or where the minimum balance (as may be determined by the Bank from time to time) is not maintained, after giving fourteen (14) working days written notice of such closure to

my last recorded address.

- All Account(s) may have its own requirement of a minimum balance which is subject to change from time to time at the discretion of the Bank. If such minimum balance is not met by me, the Bank may levy a service charge and/or any other applicable charges on such Account(s). The prevailing tariff of charges shall apply.
  - I understand that I may close any of the above Account(s) by giving prior written notice to the Bank, subject however to any Bank charges applicable for the closure of any Account.
  - In relation to any dealings in respect to any of the Accounts, the Bank shall not be liable for any loss resulting from my death, incapacity or bankruptcy (or any other analogous event or proceeding) unless and until the Bank has received written notice of any such event together with such documentary evidence as the Bank may require. Further the Bank shall not be liable to me for any loss, damage or delay attributable in whole or part to the action of any government or governmental agency or authority or in the event the Bank has committed any act or omission in accordance with any written law, or any other event outside the Bank's control (including, without limitation, strikes, industrial action, equipment failure or interruption of power supplies). The Bank may endeavor to give notice generally to its customers of any anticipated delay due to any of the said events by notice at its branches or otherwise.
  - In the event I open an Account for a minor, I agree to accept the Terms and Conditions applicable to such Account in addition to these Terms and Conditions.
  - Upon my demise or in respect of Joint Accounts, on the death of any of us, I hereby accept and acknowledge that any credit balance due to and / or of the survivor(s) shall be released by the Bank subject only to the Bank exercising any right that the Bank may have in respect to such balance, securities etc. arising out of any lien, charge, pledge, setoff, counterclaim or otherwise whatsoever or to any step which the Bank may deem it desirable to take in view of any claim by any person.
- ### 3 Banking Instructions by Facsimile / e-mail
- Unless I instruct you in writing to the contrary (notwithstanding the provisions of point 4) the Bank is authorised, but not obliged, to act on my banking instructions, (including any instructions required by or given by me, in relation to these Terms and Conditions unless they otherwise expressly state to the contrary) transmitted through a facsimile machine or the designated e-mail address. Such e-mails should carry a scanned signed copy of my instructions in accordance with the Operating Instructions given by me to the Bank. The designated e-mail address for this purpose shall be the e-mail address of the Accountholder/s provided to the Bank. This shall not apply to attorneys appointed by the Accountholder/s.
  - I shall release the Bank and indemnify and hold the Bank harmless from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequence of or in any way related to;
    - the Bank having acted in good faith in accordance with my written facsimile instruction(s), or instruction(s) sent via the said designated e-mail address, notwithstanding that such instruction(s) as above may have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the lines of communication or transmission, and
    - the Bank having refrained from acting in accordance with my written, telephone, facsimile, or e-mail instruction(s) by reason of failure of actual transmission thereof to the Bank or receipt by the Bank for whatever reason, whether connected with fault, failure or unreadiness of the sending or receiving machine, or
    - my failure to forward all original copies of facsimile instruction(s) to the Bank within such period as the Bank may specify.
  - The Bank shall be under no responsibility whatsoever to enquire as to the authority or identity of the person giving or purporting to give instructions and (regardless of the circumstances prevailing) at the time of receipt of the instructions or verify the authenticity or otherwise of any instructions or orders given to the Bank by facsimile or e-mail. I accept the Bank's ruling on time and date of receipt of facsimile and e-mails.
  - Any facsimile instruction or order bearing a

signature which appears to the Bank to be in compliance with my specimen signature or the specimen signature of my attorney deposited with the Bank shall be conclusively presumed for the Bank's benefit to be my instruction or order.

- The Bank shall not be liable for any loss which I may suffer if the Bank acts on facsimile or e-mail instructions or orders which were not issued by me or to be unauthorized by me but which the Bank believed in good faith to be my instructions or orders or to be authorized by me. Provided that the Bank may in its absolute discretion refuse to act on any facsimile instructions or e-mail instructions or orders.
- The Bank's authority to accept facsimile or e-mail instructions or orders is a continuing authority and shall remain in force until my written notice terminating such authority is received by the Bank.
- I acknowledge that facsimile transmissions or emails are not secure means of giving instructions and orders and I am aware of the risks involved and that my request to the Bank to accept and act on such facsimile or e-mail instructions and orders is for my convenience and is solely at my risk.

### 4 Indemnity for Providing Balances / Account Information over the Telephone / e-mail / Facsimile.

- I request the Bank to furnish balance and/or other information relating to my Account(s) to me or my representatives whenever the same is/are being inquired from the Bank telephonically, via e-mail (scanned signed instructions) or facsimile during banking hours. I am aware of the risks involved in obtaining information telephonically, via e-mail or facsimile and understand that the Bank will furnish such information to me/my representatives, at its sole discretion.
- I hereby agree and declare that the Bank's action in the above respect will be fully for my benefit and at my risk and responsibility. The Bank and/or its employees shall not be held liable for any loss, damage howsoever, whether arising in contract or tort or otherwise, in connection with the intimation of balance/Account information to me telephonically, via facsimile or e-mail, notwithstanding the fact that the said instruction was not issued by me or authorized by me but which the Bank believed in good faith to be my instruction(s) or order(s) or to be authorized by me.
- In consideration of the Bank honoring, carrying out instruction(s) given/ purported to be given in pursuance of the facility/service as aforesaid, I shall keep the Bank indemnified and protected from all notices, demands, claims, actions or proceedings, if any, and also all damages, losses, costs, charges and expenses, if any, made upon/against the Bank or suffered/ incurred by the Bank, as the case may be, by reason of the Bank's honoring, carrying out instruction(s) given/ purported to be given in pursuance of the facility/service as aforesaid.

### 5 Hold Mail Service.

- Provided I request for this service, the Bank at its discretion will hold all mail addressed to me for a maximum period of two (02) months from receipt and such mail will be deemed to have been received by me. I will collect any mail so held personally or through an authorized person, unless I advise the Bank to the contrary in writing. The Bank is authorized to charge a reasonable fee for this service and to hold, open and/or handle all such mail in such manner as the Bank deems fit. If I fail to collect, any such mail within two (02) months the Bank may return it to me to the last recorded address with the Bank at my risk and expense and in doing so the Bank shall be discharged from all responsibility or liability.
- Notwithstanding that until I have collected any mail I may not have knowledge of the contents of such mail and that this may have legal consequences or affect my rights with the Bank, I shall bear the risks of any such consequences.
- My ignorance of the contents of any mail being held by the Bank is not, and will not, be a defense against the Bank's claims for all purposes and in all courts of law whether before or after termination of my Account(s) with the Bank.

### 6 Joint Accounts

- In addition to all other terms referred to herein, I hereby declare and fully aware that the following additional terms shall be applicable to Joint Account(s). Each of us hereby authorize and empower each other to endorse for deposit and to deposit with the Bank any and all cheques, notes or other instruments for the payment of money, payable to or purporting to belong to anyone or all

of us and so that if any such instruments are received by the Bank without having being endorsed, the Bank is hereby authorized to endorse any such instrument on our behalf and to credit the same to the Account(s) and the Operating Instructions of such Account(s) shall always be for any one of the individuals constituting the Accountholder to sign such instruments.

- (ii) In the event of the death of any of the joint Accountholders, the monies lying to the credit of the said Joint Account(s) will be disbursed to the surviving Accountholder(s) and until such time due notice of death is given to the Bank with proper evidence acceptable to the Bank, no joint Accountholder(s) will hold the Bank responsible for paying the monies as per Operating Instructions.
- (iii) Each of us agree that upon the Bank receiving notice of death of either or any of us, the Bank shall be fully discharged of its obligations to us upon its payment or delivery to or to the order of the survivor or survivors of us, all moneys, securities, deeds, documents and other properties whatsoever standing to the credit of or held by the Bank for any Account(s) whatsoever.
- (iv) An overdraft or other obligations incurred on the Account(s) or otherwise shall be the joint and several liability of each and every joint Accountholder. In the event of a joint account, the designated e-mail shall be that of the primary Accountholder or as instructed.

## 7 Set-Off and Consolidation Rights

The Bank may at any time, and from time to time, without notice combine all or any of my Account(s) and liabilities with the Bank, whether singly or jointly with any other person, or set off all or any monies standing to the credit of any Account(s) including my deposits with the Bank (whether matured or not) towards satisfaction of any of my liabilities to the Bank whether as principal or surety, actual or contingent, primary or collateral, singly or jointly with any other person, and the Bank may effect any necessary currency conversions at the Bank's own rate of exchange then prevailing. The Bank's right shall not be affected by my death or bankruptcy.

## 8 Indemnity

I agree to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with providing banking facilities; or in connection with any Account(s), or in respect of these Terms and Conditions generally; or in enforcing these Terms and Conditions and in recovering any amounts due to the Bank; or incurred by the Bank in any legal proceedings of whatever nature.

## 9 Waiver

No forbearance, neglect or waiver by the Bank of any of these Terms and Conditions in respect of a particular instance or occurrence shall prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing.

## 10 Notice

Save as otherwise provided in these Terms and Conditions, any demand or communication made by the Bank under these Terms and Conditions or pursuant to any application for any facilities shall be in writing and sent to the address given by me in such application and shall be deemed to have been received by me unless a different address is notified by me in writing subsequently.

In the event of a joint Accountholder, the notice shall be sent to the address given by the primary Accountholder.

## 11 Foreign Currency Accounts / Transactions

- (i) I understand that opening of Foreign Currency Account(s) will require specific documentation as required by the Department of Foreign Exchange and/or like authority, from time to time. The specified documentation so required shall be provided by me prior to the opening of the Account(s) at the Bank.
- (ii) I also understand that the issue of Foreign Travel Cards(FTC), foreign currency notes, outward remittances and inward remittances, to and from Sri Lanka Rupee Account(s), foreign currency transactions including forward booking transactions and foreign currency Account(s) are generally governed by the circulars issued by the Department of Foreign Exchange and/or such like authority, which may change from time to time without prior notice, for which the Bank will not be held liable or responsible.
- (iii) I appreciate that there can be risks associated with any Account(s) denominated in foreign currency and/or foreign currency transactions including forward booking transactions. Accordingly, I accept that I am solely responsible for all such risks and any costs and expenses howsoever arising including without limitation, those arising from any international or domestic legal or regulatory restriction in respect of any such Account(s) and/or foreign currency transaction(s) and indemnify the Bank against any loss or damage arising out of such banking transaction(s). Withdrawals or dealings on any such Account(s) are also subject to the relevant currency being available at the Bank's relevant branch. Conversion from one currency to another shall be at the rate of exchange as determined by the Bank (in its absolute discretion) from time to time

## 12 Nomination

Terms and conditions for nominations will be as set out in the Nomination Form which is a separate document.

## 13 Foreign Account Tax Compliance Act of USA (FATCA)

The Bank is hereby authorized with or without reference to me to report all information pertaining to the Account(s) opened/ maintained/made and or closed by me to the Internal Revenue Service (IRS) of the United States of America or any other regulatory authority of the United States of America or any other jurisdiction, where a duty/obligation is imposed on the Bank to comply with the requirement for disclosure of such information.

This consent is granted in terms of the provisions of Section 77 of the Banking Act No 30 of 1988 of Sri Lanka (as amended).

The Bank is further authorized to remit any taxes and / or levies payable to IRS, or any other regulatory authority/ies if required, by debiting my Account(s) under the provisions of FATCA, or any other regulation/s imposed / or that will be imposed by other jurisdiction/s without any further consent from me.

I hereby undertake to inform the Bank of any future change/s in my residency/citizenship status.

## 14 Complaint Handling

The Account holder shall have the right to make any complaint to the Bank verbally or in writing to the nearest branch or Bank's call centre or to the head office as published via the Bank's official website or any official publication or notice of the Bank as per the procedure given therein. In the event a complaint is not resolved the account holder may seek recourse through the Financial Ombudsman.

## 15 Assignment

The Bank shall have the right to assign any or all of its rights hereunder to another party without obtaining the prior approval therefor from the Accountholder(s).

## 16 e-Statement

- (i) I hereby agree that I am solely responsible for submission of an accurate e-mail address to the Bank for the purpose of obtaining an e-Statement and will ensure that Adobe Acrobat version 6 or versions released thereafter will be installed on my devices from which I access the e-Statements and the mail box will be regularly cleared to ensure receiving an e-Statement without interruption.
- (ii) I undertake to provide the Bank with a new e-mail address in the event a change is carried out.

## 17 SMS Alerts

- (i) The use of SMS Alert Service (Services) made available by the Bank/ NDB to its customers who have registered for the Services (Customers) shall at all times be governed by specific terms and conditions of the Bank. The Customer shall use only his/her mobile phone, the number of which has been registered at the Bank to access the Services. The Customer shall keep the SIM card and the mobile phone in his /her possession at all times. The Customer shall be solely responsible for the consequences in case the Customer fails to adhere to the terms and conditions of the Bank. The Customer shall keep the Bank informed of any changes to the provided mobile number(s).
- (ii) The Bank reserves the right to decide on the services to be offered through the Services to Customers.
- (iii) SMS Alerts will be sent to the Customer based on a minimum transaction threshold defined by the Bank for each product that might be changed at the Bank's discretion.
- (iv) The Services may be terminated at any time upon a request of the Customer to the Bank by calling NDB Call Center. Any such termination shall be effective immediately.
- (v) The Bank will debit the subscription fee of the SMS Alert Service for banking account transactions from the Customer's primary personal account with the Bank on a frequency as decided by the Bank.

## 18.Terms and Conditions governing NDB Debit Cards

- (i) The terms used in section 18 shall have the same meaning as in the Terms and Conditions unless otherwise stated.
- (a)"ATM" shall mean all Automated Teller Machines that will accept the NDB Debit Card worldwide.
- (b)"Cardholder" shall mean the person or persons having the authority to operate the Account in accordance with the Mandate thereof.
- (c)The "Card Facility" shall mean ATM transactions and all related matters.
- (d)"Card Transaction/s" shall mean all transactions capable of being processed through the ATM and POS terminals.
- (e)"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.
- (f)"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.

- (g)"POS" shall mean the Point of Sale terminals available with merchants worldwide that will accept the NDB Debit Card.
- (ii) 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 Debit Card by signing a sales voucher, quoting the number printed on the NDB Debit Card and the Bank will debit the Account with the amount of any such Card Transaction so accepted.
- (iii) 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.
- (iv) The Cardholder may use the NDB Debit Card at any bank that accepts the NDB Debit Card to withdraw money or purchase goods or services from authorized establishments by signing a voucher, the amount of which shall be debited to the Account.
- (v) The grant of the Card 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 Card Transactions made through the Card Facility. The Card Facility may be initially granted for a period not exceeding sixty(60) months and renewable at the end of such period at the absolute discretion of the Bank. However the Bank shall be at liberty to terminate the Card Facility at any time without prior notice and without giving any reasons to the Cardholder by withdrawing, cancelling or refusing to renew the NDB Debit Card.
- (vi) The Cardholder shall give the Bank not less than seven(07) days prior notice in writing and forthwith return the NDB Debit card to the Bank and obtain a valid receipt thereof, to rescind this Card Facility at his discretion.
- (vii) 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 Card Facility, shall not attempt to duplicate the same nor pursue such duplication.
- (viii) The Bank is entitled to recall / withdraw the NDB Debit Card if the Account(s) is closed and/or the Cardholder is deceased or whenever the Bank requires the Cardholder to return the NDB Debit Card.
- (ix) 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 PIN is issued for the purpose of using the NDB Debit 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 NDB Debit Card.
- (x) Cardholder at all times remains liable for any Card Transactions howsoever made by the use of NDB Debit Card and shall indemnify the Bank for all losses/damages however caused by any unauthorized use of the NDB Debit Card or the use of the related PIN.
- (xi) This Card 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 unauthorized 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 unauthorized use of the PIN has been received, the Cardholder shall accept full responsibility for Card Transactions affected by the use of the NDB Debit Card.
- (xii) Joint Cardholders shall be liable jointly and severally for all aforesaid Card Transactions made using the NDB Debit Card.
- (xiii) The Cardholder shall not overdraw his Account(s) which is 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 of any overdraft limit agreed with the Bank or the funds available in the Account(s).
- (xiv) 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.
- (xv) The Bank is authorized to debit the Cardholder's designated Account(s) 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.
- (xvi) The Bank is authorized to debit the Cardholder's designated Account(s) with all charges inclusive of

legal or other statutory charges relating to Card Transactions made locally or internationally through the NDB Debit Card or through any other local network notwithstanding the above limit.

- (xvii) 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 together with an additional percentage levied by the Bank and any Card Transaction fee(s) charged by VISA International to the Bank.
- (xviii) The Cardholder will be liable for any exchange loss that may result from any cancellation, reversal, or refund of any Card Transactions.
- (xix) The 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 Account(s) with the Bank. The Bank's record of Card Transactions processed by the use of the NDB Debit Card shall be conclusive and binding for all purposes subject to clauses 18(xi), 18(xii), 18(xiii) and 18.(xiv)
- (xx) 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 fourteen (14) 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.
- (xxi) 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 authorized 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 industrial or other dispute or any other cause beyond the control of the Bank or otherwise.
- (xxii) The Cardholder shall at all times ensure that all Card Transactions by the use of the NDB Debit Card are:
- (a) in accordance with the Foreign Exchange Regulations prevailing at the time of the Card 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 It may be noted that external payments on behalf of third parties are in infringement of Foreign Exchange Regulations.
- (xxiii) 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 takes 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.
- (xxiv) The Bank shall have the right to assign any or its rights hereunder to another party without obtaining the Cardholders prior approval therefor.

## 19. General Provisions

- i. The Bank shall not be liable for any failure or delay to provide any service or meet any obligations hereunder due (directly or indirectly) to any cause beyond its control including an event of force majeure.
- ii. The Bank reserves the right to add, revise, amend or cancel in whole or in part, any of the products and services provided and the Terms and Conditions hereunder. Any such addition, revision, amendment, cancellation or changes will take effect and become binding on me from such time as brought to my attention by display on notice boards at the Bank's branches/Bank's official website or by newspaper or advertisements or otherwise.
- iii. I acknowledge and accept that telephone calls by or to the Bank may be recorded for the protection of my interests and that of the Bank.

## 20. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of Sri Lanka and I hereby irrevocably submit to the exclusive jurisdiction of the courts of Sri Lanka. Such submission shall, however, not prejudice the right of the Bank to bring proceedings against me in any other jurisdiction.