

TERMS AND CONDITIONS

★ **in consideration of Senkadagala Finance PLC. (Company) Pursuant to my / our request, making available to me / us. Automated Teller Machine (ATM) Facilities and issuing to me / us a Senkadagala Finance PLC Card (Card). I/We agree bound by the following terms and conditions.**

1. At all times to regard the Card as the property of the Company and to surrender it unconditionally and without reservation upon demand by the Company.
2. At no time to use or attempt to use the Card unless there are sufficient funds in my / our account to cover the withdrawal or transfer.
3. To restrict use of the Card exclusively to the persons named overleaf as it is not transferable.
4. Not to use or attempt to use the Card after any notification of its cancellation or withdrawal has been given to me / us by the Company or by any persons acting on behalf of the Company.
5. At no time and under no circumstances to disclose to any person the Personal Identification Number (PIN NO) allotted to me / us to facilitate the use of the Card in the ATM.
6. To immediately notify the Company of the loss or theft of the Card.
7. To accept full responsibility for all transactions processed from the use of the Card except any transaction occurring after the Company shall have confirmed to me / us that it has received notice of loss or theft of the card or of unauthorized acquisition of the Personal identification Number.
8. Subject to (7) above to accept the Company's record of withdrawals and / or transfers as conclusive and binding for all purposes and to authorize the company to debit my / our account with all amounts withdrawn or transferred with or without my / our knowledge or authority.
9. To acknowledge that the amount stated on the ATM Screen or a printed inquiry slip or receipt advice shall not for any purpose whatsoever to be taken as conclusive of the state of my / our account with the company.
10. Not to hold the Company liable, responsible or accountable in any way whatsoever for any loss or damages howsoever arising caused by any malfunction or failure of the Card or the ATM or the insufficiency of funds in the ATM.
11. Notwithstanding and without prejudice to the generality of the provisions of (10) above the use of the Card shall be at my / our sole risk and I / We assume any and all risks incidental to or arising out of the use of the card.
12. The Company will not be responsible for the Card not being honoured for any reason whatsoever.
13. To return the Card for cancellation should it be no longer required or should my / our account with the Company for any reason be closed.
14. That the Company shall be at liberty to terminate the facility at any time without notice to me / us by cancelling or refusing to renew the card.
15. 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 / Master Card International on the date of conversion, plus an additional percentage levied by the Company and any transaction fee(s) charged by Visa / Master Card international to the Company, if applicable, which fees may be shared with the company.
16. Cash and / or cheques deposited by use of the Card will only be credited to my / our account after verification by the Company. The statement issued by the Automated Teller Machine at the time of deposit will only represent what I / We purport to have deposited and shall not be binding on the Company. The Company count of the amount contained in the envelope shall be conclusive. Cheques will be accepted for collection only and the Proceeds will not be available for drawing until the cheques are cleared and realized.
17. Joint Account Holders are inter alia jointly & severally bound by these terms and conditions and are liable for all transactions processed by the use of the Card.
18. All rules and regulations governing the operation of Savings Account shall be applicable to Card transactions relating to such accounts.
19. I/We undertake not to use this card to make payment for purchase of Real Estate or Financial Assets overseas.
20. The Company reserves the right to vary these terms and conditions.
21. **This declaration is made to the Controller of Exchange, Sri Lanka :-**

I/We
(Card Holder) declare that the 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 Exchange Control Act in the notice published in the Extraordinary Gazette No. 1411 / 5 of 19th September 2005 subject to which the card may be used for transaction in foreign exchange and I / We hereby undertake to abide by the said conditions. I/We further agree to provide my information on the transactions carried out by me / us in foreign exchange on the Card issued to me / us , as Senkadagala Finance PLC may require for the purpose of Exchange Control Act. I / We also affirm that I / We undertake to surrender the Card/s to Senkadagala Finance PLC, if I / We migrate or leave Sri Lanka for employment abroad. I / We / am / are aware that the Authorized dealer is required to suspend availability of foreign exchange on EFTC if reasonable ground exists to suspect that unauthorized foreign exchange transactions are being carried out on the EFTC issued to me / us.
22. * We the undersigned Partners of
authorize the issue of the Card to the person named overleaf and confirm that all drawings made through this Card shall be debited to the Partnership Account at Senkadagala Finance PLC. We undertake to be jointly & severally liable for all such drawings and also for any overdraft that may be created by the use of the Card. Further, we confirm that all services, facilities & information about the partnership Account available through the ATM Machine may be made available to this Card Holder until receipt of written notice from any of us to the contrary.

1.
2.
3.

*(To be completed only in the case of Partnership Accounts).