

TERMS AND CONDITIONS

In consideration of Lanka ORIX Finance PLC (LOFC) pursuant to my /our request, making available to me/us. Automated Teller Machine (ATM) Facilities and issuing to me/us an ATM/Debit CARD (Card). User agree to be bound by the following terms and conditions.

1. At all times to regard the Card as the property of LOFC and to surrender it unconditionally and without reservation upon demand by LOFC.
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 person 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 LOFC or any person acting on behalf of LOFC.
5. At no time and under no circumstances to disclose to any person the Personal Identification Number (PIN) allotted to me /us to facilitate the use of the Card in the ATM.
6. To immediately notify Commercial Bank/LOFC 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 transactions occurring after LOFC 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 (PIN).
8. Subject to (7) above to accept LOFC's record of withdrawals and/or transfers as conclusive and binding for all purposes and to authorize LOFC to debit my/our account with all amounts withdrawn or transferred with or without my/our knowledge or authority.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 be taken as conclusive of the state of my/our account with LOFC.
10. Not to hold LOFC / Commercial Bank liable, responsible or accountable in any way whatsoever for any loss or damage 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. LOFC / Commercial Bank 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 LOFC for any reason be closed.
14. That LOFC 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 MasterCard International on the date of conversion, plus an additional percentage levied by LOFC and any transaction fee(s) charged by MasterCard International to the company, if applicable which fees may be shared with LOFC.
16. Cash and/or cheques deposited by use of the Card will only be credited to my/our account after verification by LOFC/Commercial Bank. 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 LOFC/Commercial Bank. The LOFC/Commercial Bank's count on the amount contained in the envelope shall be conclusive. Cheques will be accepted for collection only and the proceeds will not be available for drawings until the cheques are cleared and realized.
17. To indemnify LOFC against any claim made by the User against any activity of a virus/bug resulted in attacking Point Of Sale (POS) business counters affecting confidential data inclusive of Card number and Pass word of the User
18. Joint Account Holders are inter alia jointly and severally bound by these terms and conditions and are liable for all transactions processed by the use of the card.
19. All rules and regulations governing the operation of the savings account shall be applicable to card transactions relating to such accounts.
20. Not to use this card to make payment for purchases of Real Estate or Financial Assets overseas.
21. LOFC reserves the right to vary these terms and conditions.
22. LOFC reserves the right to levy a fee for card processing, balance inquiry/ mini statement and transactions.
23. **This declaration is made to the Controller of Exchange, Sri Lanka:-**
I/We(Cardholder),
.....(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 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 said conditions. I/We further agree to provide any information on the transactions carried out by me / us in foreign exchange on the Card issued to me/us, as LOFC may require for the purpose of Exchange Control Act. I/We also affirm that I/we undertake to surrender the Card/s to LOFC, if I/we migrate or leave Sri Lanka for employment abroad. I/We am/are aware that the Authorised dealer is required to suspend availability of foreign exchange on EFTC if reasonable ground exist to suspect that unauthorized foreign exchange transactions are being carried out on the EFTC issued to me/us.
24. We the undersigned Partners of..... authorise the issue of the ATM/Debit Card to the person named overleaf and confirm that all drawings made through this card shall be debited to the Partnership Account at LOFC. 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 ATM/Debit 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. _____
 4. _____

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