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Branch

## COMBANK DIGITAL BUSINESS USER APPLICATION

### COMPANY DETAILS

Company Name\*

Registered  
Company  
Address \*

Registration No \*

Email Address

Contact No. (Office)

Fax No.

### FACILITY DETAILS

#### 1. Operating Instructions

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Single Authorization (One party to authorize)    |
| <input type="checkbox"/> | Dual Authorization (Two parties to authorize)    |
| <input type="checkbox"/> | Multi Authorization (Three parties to authorize) |

Please tick (✓) for the Operating Instructions

*\*\*Mandatory to complete no 2 & 2.1 if selected Multi Authorization or Dual Authorization*

#### 2. Transaction Types

(e.g. All, Own Account Transfers, Transfers With in ComBank, Transfers to Other Banks, Bill Payments)

User Authority	Account Numbers	Authorizer Name	Minimum Amount	Maximum Amount	Signature Group (e.g. A, B, C ... )

#### 2.1 Signature Matrix of the facility (Possible Combinations: A+A, A+B, A+C, C+D, D+E, E+F, F+F)

1	
2	
3	
4	

3 List of Transaction Types				
1	Bill Payment (EPF, SL Ports, SL Customs, IRD, etc.)		2	Transfers to Other Banks
3	Own Accounts Transfer		4	Transfers within ComBank
5	Order Cheque Book		6	International Payment
7	Request Bank Draft		8	Group Payment
9	Apply for Letter of Credit		10	One to Many File Upload
11	Special Instructions to the Bank		12	ETF Payments

#### 4. User Information

##### 4.1 Number of Users

##### 4.2 User Profile

User 1 Details	Full name																									
	NIC / PP Number													Mobile												
	Email address																									
	User level	Maker								Maker & Authorizer								Authorizer								
		Accounts to be Linked				Display	Full				Accounts to be Linked				Display	Full										
	1										2															
	3										4															
	5										6															
	7										8															
	Allowed Transactions	All		Specify if Any																						
Preferred User Name													Signature Group													
Signature of the user																			Date							

##### 4.2 User Profile

User 2 Details	Full name																									
	NIC / PP Number													Mobile												
	Email address																									
	User level	Maker								Maker & Authorizer								Authorizer								
		Accounts to be Linked				Display	Full				Accounts to be Linked				Display	Full										
	1										2															
	3										4															
	5										6															
	7										8															
	Allowed Transactions	All		Specify if Any																						
Preferred User Name													Signature Group													
Signature of the user																			Date							

**5. Agreement and Conditions**

We.....declare that the above information and instructions are true, correct and in accordance with the decision taken at the meeting of the Board of Directors as per the attached resolution dated .....

By signing below, Company agrees that it has read and understood the Terms and Conditions governing ComBank Digital facility set out in the web site – www.combank.lk , updated from time to time and agrees to abide by them.

CHAIRMAN / DIRECTOR								DIRECTOR / SECRETARY										
Date	D	D	M	M	Y	Y	Y	Y		Date	D	D	M	M	Y	Y	Y	Y
<i>Place the Company Rubber Stamp</i>																		

**6. FOR OFFICE USE ONLY**

Branch Rubber Stamp	Signature verified with mandate, Authorized Signature with the Officer Code

## TERMS AND CONDITIONS GOVERNING THE USE OF COMBANK DIGITAL BUSINESS USER APPLICATION

Dear Sirs,

We, ....., a Company duly incorporated under the Laws in the Democratic Socialist Republic of Sri Lanka bearing Company Registration Number..... and having its Registered Office at ..... in the said Republic (hereinafter referred to as “**the Company**” which term shall mean and include the said ..... and its successors and permitted assigns) request and authorize the Commercial Bank of Ceylon PLC (hereinafter referred to as “**the Bank or ComBank**”) to issue the Company User Identification Numbers (hereinafter sometimes referred to as User ID/s) and allow the company to use ComBank Digital Business User Application and hereby agree to be bound by the following terms and conditions and the indemnity.

### 1.0 DEFINITIONS

- 1.1 “**ComBank Digital Business User Application**” means the facility that allows a user to carry out banking Transactions over the internet via ComBank website and using Mobile/ cellular device under personal or corporate profile.
- 1.2 “**Company Administrator/s**” shall mean a user/ users created by the Bank as per the authorization given by the Company for the purpose of executing administrative functions in ComBank Digital Business user Application offered to the Company.
- 1.3 “**Delegate/s**” shall mean the Company Administrator/s and/or Authorized User/s as the case may be.
- 1.4 “**Password**” shall mean the original Passwords confidentially generated by the Bank, subsequent passwords generated and issued to the Company and /or Delegates by the Bank on the Company’s request and any substitution effected by the Delegated Users thereafter.
- 1.5 “**Business day end time**” shall mean the transaction restriction time imposed by the Bank.
- 1.6 “**Authorized User/s**” shall mean a person or person/s who has/have been granted permission to access, manage financial accounts of the company through ComBank Digital Business User Application.
- 1.7 “**Value date**” shall mean the date when the entry to an account is considered effective
- 1.8 **Intellectual Property Rights**  
Any and all rights of copying design rights knowhow patent design trademark and / or any other intellectual property right/s of any description whether the said rights of the Bank have been acquired by way of acquisitions, assignments, law or otherwise.

.....  
Signatures of Directors/Authorized Persons (*Place the Company Rubber Stamp*)

## 2.0 TRANSACTIONS VIA COMBANK DIGITAL BUSINESS USER APPLICATION

- 2.1 The Company authorizes the Bank to act on instructions or messages received through ComBank Digital Business User Application from the Company or its Delegates, authenticated as per User Documentation with the issued Password/s.
- 2.2 The Company and Delegates commit to conducting ComBank Digital Business User Application operations exclusively through the official website "www.combank.lk" with specific menu options or using the official apps provided by the Bank in standard Mobile Application Stores.
- 2.3 The Company agrees that the Bank is under no obligation to honor payment or other instructions, if the Bank deems that such instructions are found to be inconsistent, unlawful or irregular.
- 2.4 The Company provides data at its own risk and must ensure transmitted information for ComBank Digital Business User Application is always accurate. Any errors or omissions must be promptly reported to the Bank.
- 2.5 The Company takes full responsibility for all transactions conducted through ComBank Digital Business User Application. The Bank is not accountable for any transactions performed by the Company or its Delegates using the application.
- 2.6 The Company authorizes the Bank to debit its account(s) for transactions made through ComBank Digital Business User Application, with or without additional knowledge or authority from the Company.
- 2.7 The Company must have sufficient funds for transactions through ComBank Digital Business User Application. The Bank is not obligated to honor payment instructions without adequate funds.
- 2.8 The Company and the Directors shall be jointly and severally liable for all transactions effected and/or arising from the use of the ComBank Digital Business User Application by any of its Delegates.
- 2.9 The Company agrees that when the Bank makes a payment on behalf of the company the Bank is not acting as the company's agent or agent of the Biller to whom that payment is directed.
- 2.10 The Company authorizes the Bank to record transactions made through ComBank Digital Business User Application, allowing the Bank to use these records for various purposes, including verifying transactions made using User ID and Password/s.
- 2.11 The Company shall accept that Bank's records and statements of all transactions processed and/or effected by the use of the ComBank Digital Business User Application as conclusive and binding on the Company for all purposes.
- 2.12 **I / We agree that Business day end time shall apply for some of the transactions and agrees to authorize the transactions before the referred business day end time to receive the value date, failing which next available value date will apply.**

.....  
Signatures of Directors/Authorized Persons *(Place the Company Rubber Stamp)*

**3.0 AUTHORITY LEVELS**

- 3.1 The Company is responsible for defining the authority levels for the transactions and functions applicable for each Authorized user in the Registration form. The Bank shall create Authorized users with respective authority levels as defined by the Company based on the system capabilities and instruct the company accordingly.
- 3.2 I / We agrees to appoint Company Administrators in the system to set up other authorized users to designate the level of access right for each authorized users, reset password for authorized users, disabling or restricting access for authorized users and assigning different accounts for different Authorized users.
- 3.3 The Company is responsible for all the functions assigned to Corporate Administrator/s and shall ensure that the said functions are carried out by the Corporate Administrator/s with due care and responsible manner.
- 3.4 The Company is fully responsible for ensuring that all Corporate Administrator/s and Authorized Users are aware of, and comply with the Terms and Conditions, which governs the ComBank Digital **Business User Application Web** and Mobile Banking system.
- 3.5 The Company shall be fully responsible for all the action/inaction taken by any Corporate Administrator/s and /or any Authorized User while carrying out any functions using the ComBank Digital **Business User Application Web** and Mobile Banking system
- 3.6 The Company takes the full responsibility to immediately disable any Corporate Administrator/Authorized users who are no longer authorized to access the ComBank Digital Business User Application from accessing and using the ComBank Digital Business User Online Banking System. The Bank is not responsible for any loss arising from the company not disabling authorized user’s access immediately upon that authorized user no longer being authorized.
- 3.7 The Bank shall at its sole discretion decide whether Corporate Administrator function is allowed to the Company.

**4.0 SECURITY CONTROL**

- 4.1 The Company is aware that it is the Company’s responsibility to obtain and maintain all equipment, which may be necessary for using ComBank Digital Business User Application in proper working condition and with adequate safeguards against malicious threats to such equipment or to ComBank Digital Business User Application.
- 4.2 The Company undertakes not to access ComBank Digital Business User Application using defective or insecure equipment, or by any manner, which might adversely affect ComBank Digital Business User Application.
- 4.3 The Company will set up and maintain adequate measures to safeguard the ComBank Digital Business User Application (including all information and data relating to payment beneficiaries) from disclosure to, and from access or use by, anyone who is not authorized to do so.
- 4.4 The Company shall inform the Bank immediately if it becomes aware of any unauthorized use of the User ID and Passwords by anyone.

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Signatures of Directors/Authorized Persons *(Place the Company Rubber Stamp)*

**5.0 INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS**

The Company agrees that the ComBank Digital Business User Application system will remain the sole property of the Bank at all times and the Company will not copy the ComBank Digital Business User Application or any of the information, technique data or designs relating to them.

**6.0 OBLIGATION OF CONFIDENTIALITY**

The Company shall keep its User ID/s and Password/s thereof strictly confidential and undertake not to reveal such numbers to any person at any time or under any circumstances.

The Company shall keep all information, techniques, data and designs relating to ComBank Digital Business User Application completely confidential. The Company shall not disclose any of them to any other party.

The Company’s obligations in connection with confidentiality will continue indefinitely and will not end with the expiry or termination of the facility.

**7.0 BANK CHARGES AND PAYMENTS**

The Company does hereby authorize the Bank to debit its account/s with all charges relating to transactions made through ComBank Digital Business User Application and also with any other liabilities of legal fees or other statutory charges to be imposed by the Government relating to the use of ComBank Digital Business User Application.

The Company agrees that the Bank at its sole discretion is entitled to revise the charges for ComBank Digital Business User Application at any time without any prior notice.

**8.0 LIABILITIES OF LOSS**

The Company shall not hold the Bank liable for any loss incurred by the use of User ID and password/s issued to the Company or to Delegates or any substitutes thereon used without the Company’s authority.

The Bank shall not be responsible for any loss or damage or for any loss of profits, loss of contracts, financial loss, loss of data or loss of goodwill incurred or suffered by the Company as a result of non-acceptance of and/or non-adherence to instructions given through ComBank Digital Business User Application for any reason whatsoever.

The Company agrees that in case of payments made for goods or services offered by third parties, the Bank cannot and does not take any responsibility or liability on the quality, quantity, on time delivery or the availability of such goods or services offered.

The Company acknowledges that the Bank is not liable for any loss or damage if the provision of ComBank Digital Business User Application or other services is delayed or prevented due to factors beyond the Bank's control, including strikes, power failures, system errors, equipment failures, or other unforeseen causes, whether or not constituting force majeure.

The Company agrees that the Bank may use its reasonable efforts to act on a request for cancellation or amendment of a payment or other instruction prior to the bank’s execution of such instruction, but the Bank shall not be liable in any manner howsoever if such cancellation or amendment is not affected.

.....  
Signatures of Directors/Authorized Persons (Place the Company Rubber Stamp)

**9.0 OPERATION OF COMBANK DIGITAL BUSINESS USER APPLICATION BY A THIRDPARTY/IES**

The Bank shall not be responsible for any loss or damage incurred by the Company as a result of an act of the Delegate/s appointed for ComBank Digital Business User Application.

The Company hereby authorizes the Bank to debit any of its account/s with the amount of any transaction performed by the Company or any Delegate/s appointed by the Company.

The Company agrees to pay any charges/payments due to the Bank on transactions/functions performed by the Company or any Delegate/s by using ComBank Digital Business User Application.

**10.0 AMENDING THE TERMS AND CONDITIONS**

The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions at its absolute discretion and such amendments, supplements or variations shall be binding on the Company.

The Bank shall determine the privileges attached to the use of the ComBank Digital Business User Application and shall have absolute discretion to change, vary, add or amend these privileges and conditions attached thereto, from time to time, as the Bank deems fit.

The Bank shall attach or detach any accounts opened in the name of the Company, subsequent to this application. The Company agrees and acknowledges that such attachment or detachment can be due to prevailing rules and regulations of the Bank.

The Bank shall, from time to time introduce new facilities/options into ComBank Digital Business User Application. The Company does hereby agree to abide by the terms and conditions applicable to such newly added services, facilities/options though added subsequently to the activation of the User IDs whether or not the Company expressly registers to avail such services.

In case if the Bank requires the Company to register for a specific service provided by ComBank Digital Business User Application, the Company undertakes to adhere to such registration to avail such service. The Company also agrees any such request for subsequent registration becomes an integral part of this agreement.

The use of ComBank Digital Business User Application shall be subject to all laws and regulations relating to such industry imposed by the government from time to time and any terms and conditions governing all services imposed by the Bank from time to time.

**11.0 INDEMNITY**

The Company hereby specifically agrees and irrevocably hold Commercial Bank of Ceylon indemnified and save harmless against any and all losses, charges, suites, claims, expenses and damages that Commercial Bank of Ceylon shall or may be caused, sustained, incurred or suffered, which shall or may arise directly or indirectly out of or in connection with ComBank Digital Business User Application consequent to any failure, breach, negligence, commission, omission or representation on the part of the company or its Delegate/s and this indemnity shall continue to be valid and effectual notwithstanding the expiry or termination of these presents.

.....  
Signatures of Directors/Authorized Persons *(Place the Company Rubber Stamp)*

**12.0 CANCELLATION**

The Bank shall have the full discretion to cancel or withdraw the ComBank Digital Business User Application without any prior notice or any reasons given to the Company. In the event that the Company decides to terminate the use of ComBank Digital Business User Application or to terminate or employ the services of Delegate/s of the Company, the Company shall give the Bank not less than seven days prior notice in writing and forthwith return any document relating to ComBank Digital Business User Application which are given to the Company by the Bank and obtain a valid receipt thereof.

**13.0 TERMINATION**

Either party may terminate **ComBank Digital Business User Application** and this agreement on thirty (30) days' prior notice in writing to the other party provided that the Bank shall be entitled to terminate this agreement immediately in the event material breach of it by the me / us / any Delegate, the Firm or upon closure of the Firm's account/s with the Bank.

**14.0 GOVERNING LAW**

Any dispute or any controversy arising under or in connection with ComBank Digital Business User Application and/or the terms and conditions hereof shall be governed by and construed in accordance with the laws of Sri Lanka and each of the parties hereto submits to the exclusive jurisdiction of the Courts of Sri Lanka.

The Company hereby agrees to be bound itself and its successors and assigns to the above terms, conditions and indemnity. In witness where of the Company doth in pursuance of a resolution of the Board of Directors passed on ..... 20 ..... (A true excerpt whereof from the recorded minutes is annexed hereto) affix its Common Seal here unto/cause the signatures of Authorized officers at ... ..... on this ..... Day of 20.....

.....  
**Chairman/ Director**  
*(Place the Signature with Company Rubber Stamp)*

.....  
**Director/ Secretary**  
*(Place the Signature with Company Rubber Stamp)*

Date: .....

**BOARD RESOLUTION (Specimen)**

**[To be submitted on the company letter head]**

Name of the Company : .....

Business Registration No : .....

**OBTAINING COMBANK DIGITAL BANKING CORPORATE FACILITY**

It was resolved:

That the Company doth obtain ComBank Digital Business User Application from Commercial Bank of Ceylon PLC and delegate the required authority upon person/s nominated by the Company from time to time to act as "Delegate/s" for the functions permitted to act under ComBank Digital Business User Application within the limits decided by the Company, such delegates and such limits to be notified to the Bank by the Company by tendering duly signed relevant documents/applications required by the Bank thereto.

That these resolutions be communicated to the bank and shall remain in force until an amending resolution shall have been passed by the Company's Board of Directors and a certified copy there of shall have been received by the Bank and the Company receives written confirmation from the Bank that such amending resolution has been given effect to.

That these instructions and mandate shall be in addition to the mandate already given to the Bank by the Company.

That the Company indemnifies the Bank against any loss, damage, or detriment of whatsoever nature occasioned through the Company using ComBank Digital Business User Application whether as a direct result thereof or otherwise.

That the Company executes and delivers\**under its Common Seal witnessed by two of its Directors or one Director and its Company Secretary / \*under the signatures of two of its Directors or one Director and its Company Secretary or Authorized persons ( \* insert as prescribed by the Articles of Association of the Company)*, all applications, indemnities, letters of set off and any other notifications required by the Bank in order for the Company to obtain and maintain ComBank Digital Business User Application.

We do hereby certify that the above resolutions of the Board of Directors of ..... were passed at a meeting of the Board of Directors duly convened and held on the ..... day of ..... and the same has been duly entered in the minutes book and are in accordance with the Articles of Association of the company.

.....  
**Chairman / Director**  
*(Place the Signature with Company Rubber Stamp)*

.....  
**Director / Secretary**  
*(Place the Signature with Company Rubber Stamp)*

Date: .....