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D	D	M	M	Y	Y	Y	Y				

**COMBANK DIGITAL BUSINESS USER APPLICATION**  
Sole Proprietorship & Partnership

FIRM DETAILS											
<b>Firm Name*</b>											
<b>Registered Firm Address *</b>											
<b>Registration No *</b>											
<b>Email Address</b>											
<b>Contact No. (Office)</b>						<b>Fax No.</b>					
<b>Organization Type</b>	Sole Proprietorship			Partnership							

**FACILITY DETAILS**

1. Operating Instructions	
	Single Authorization (One party to authorize)
	Dual Authorization (Two parties to authorize - Applicable Only for Partnerships)
	Multi Authorization (Three parties to authorize - Applicable Only for Partnerships)
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 Transfers, Transfers within 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) - Applicable Only for Partnerships	
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**

I / We.....declare that the above information and instructions are true and correct.

By signing below, I / We agrees that it has read and understood the Terms and Conditions governing ComBank Digital facility set out in the web site – [www.combank.lk](http://www.combank.lk) updated from time to time and agrees to abide by them.

AUTHORIZED SIGNATORY								AUTHORIZED SIGNATORY											
<b>Date</b>	D	D	M	M	Y	Y	Y	Y		<b>Date</b>	D	D	M	M	Y	Y	Y	Y	
<i>Place the Firm Rubber Stamp</i>																			

**6. FOR OFFICE USE ONLY**

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Branch Rubber Stamp	Signature verified with mandate, Authorized Signature with the Officer Code
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## TERMS AND CONDITIONS GOVERNING THE USE OF COMBANK DIGITAL BUSINESS USER APPLICATION

Dear Sirs,

I / We, (1) ..... , (2) ..... , (3) ..... (*name of the Sole Proprietor / names of Partners*) carrying on business in **Sole proprietorship/ Partnership** under the name style and firm of .....(*Name of the Business*) bearing Business Registration Number..... and having its Principal place of business at .....in the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as “**the Firm**” which term shall mean and include the said (1) ..... , (2) ..... , (3) ..... (*name of the Sole Proprietor / names of Partners*) and each of their respective heirs/executors/administrators) request and authorize the Commercial Bank of Ceylon PLC (hereinafter referred to as “**the Bank or ComBank**”) to issue the User Identification Numbers (hereinafter sometimes referred to as User ID/s) and allow the firm 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 Firm for the purpose of executing administrative functions in ComBank Digital Business user Application offered to the Firm.
- 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 Firm and /or Delegates by the Bank on the Firm’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 by the firm to access, manage financial accounts of the firm 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 Proprietor / Partners (*Place the Firm Rubber Stamp*)

**2,0 TRANSACTIONS VIA COMBANK DIGITAL BUSINESS USER APPLICATION**

- 2.1 I / We authorize the Bank to act on instructions or messages received through ComBank Digital Business User Application from me / Us or its Delegates, authenticated as per User Documentation with the issued Password/s.
- 2.2 The Delegate/s and myself / ourselves 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 I / We agree 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 I / We do provide data at my/ our 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 I / We take full responsibility for all transactions conducted through ComBank Digital Business User Application. The Bank is not accountable for any transactions performed by me / Us or our Delegates using the application.
- 2.6 I / We authorize the Bank to debit our account(s) for transactions made through ComBank Digital Business User Application, with or without additional knowledge or authority from me / us.
- 2.7 I / We understand and agree that I/We 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 I / We 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 I / We agree that when the Bank makes a payment on behalf of Us the Bank is not acting as the agent or agent of the Biller to whom that payment is directed.
- 2.10 I / We authorize 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 I / We 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 me / us 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.

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Signatures of Proprietor / Partners *(Place the Firm Rubber Stamp)*

**3.0 AUTHORITY LEVELS**

- 3.1 I / We am/are 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 me / us based on the system capabilities and instruct me / us 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 I / We shall be fully 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 I / We 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
- 3.5 I / We shall be 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.
- 3.6 I / We take 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 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 me/us/the Firm.

**4.0 SECURITY CONTROL**

- 4.1 I / We am/are aware that it is my/our responsibility to obtain and maintain all equipments, 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 I / We undertakes not to access and ensure that any Delegates do not 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 I / We will ensure that any Delegates 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 I / We 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 Proprietor / Partners *(Place the Firm Rubber Stamp)*

**5.0 INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS**

I / We agree that the ComBank Digital Business User Application system will remain the sole property of the Bank at all times and I / We 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**

I / We must maintain and ensure that any Delegates shall maintain strict confidentiality of its User ID/s and Password/s, as well as all information, techniques, data, and designs related to ComBank Digital Business User Application. These confidentiality obligations are perpetual and do not cease with the expiry or termination of the facility.

**7.0 BANK CHARGES AND PAYMENTS**

I / We authorizes the Bank to debit its account/s for charges related to ComBank Digital Business User Application transactions and other liabilities, including legal fees or statutory charges imposed by the Government. I / We acknowledges that the Bank can revise charges for the application at its discretion without prior notice.

**8.0 LIABILITIES OF LOSS**

I / We shall not hold the Bank liable for any loss incurred by the use of User ID and password/s issued to me /us or to Delegates or any substitutes thereon used without my / our 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 me / us as a result of non-acceptance of and/or non-adherence to instructions given through ComBank Digital Business User Application for any reason whatsoever.

I / We agree 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.

I / We acknowledges the Bank's non-liability for any loss or damage resulting from delays or prevention in providing ComBank Digital Business User Application or other services due to factors beyond the Bank's control, including strikes, power failures, system errors, or other unforeseen causes, whether or not constituting force majeure.

I / We agree 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.

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Signatures of Proprietor / Partners *(Place the Firm 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 firm as a result of an act of the me / us for ComBank Digital Business User Application.

I / We hereby authorizes the Bank to debit any of its account/s with the amount of any transaction performed by me / us or any delegates appointed by me / us.

I / We agrees to pay any charges/payments due to the Bank on transactions/functions performed by me / us 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 me / us.

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. I / We 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. I / We do 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 I / We expressly registers to avail such services.

In case if the Bank requires the F to register for a specific service provided by ComBank Digital Business User Application, the I / We undertakes to adhere to such registration to avail such service. I / We 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**

I / We do 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 me / us or its Delegate/s and this indemnity shall continue to be valid and effectual notwithstanding the expiry or termination of these presents.

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Signatures of Proprietor / Partners *(Place the Firm 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 me/ us. In the event that the I / We decides to terminate the use of ComBank Digital Business User Application or to terminate or employ the services of Delegate/s. I / We 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 me / us or the Firm 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.

I / we do hereby agree to be bound myself / ourselves an my / our heirs / executors / administrator to the above terms, conditions and indemnity

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Signatures of Proprietor / Partner  
*(Place the Firm Rubber Stamp)*

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