

TERMS AND CONDITIONS

In consideration of Commercial Bank of Ceylon PLC. (Bank) pursuant to my/our request, making available to me/us. Automated Teller Machine (ATM) Facilities and issuing to me / us a Debit/ATM Card. I/We agree to be bound by the following terms and conditions.

1. At all times to regard the Card as the property of the Bank and to surrender it unconditionally and without reservation upon demand by the Bank.
 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 the Bank or by any person acting on behalf of the Bank.
 5. At no tittle 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 Bank's ATM or any ATM where the card is accepted.
 6. To immediately notify the Bank 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 the bank shall have confirmed to me/us that it has received notice of loss or theft of the card or of unauthorised acquisition of the Personal Identification Number.
 8. Subject to (7) above to accept the Bank's record of withdrawals and/or transfers as conclusive and binding for all purposes and to authorise the Bank to debit my/our account with all amounts withdrawn or transferred wish or without my/our knowledge or authority.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 the Bank.
 10. Not to hold the Bank liablc, 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. The 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 the Bank for any reason be closed
 14. That the Bank shall be liberty to terminate the facility at any time without notice to me/us by cancelling or refusing to renew the Card.
 15. All Card transaction 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/MasterCard International on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by Visa/MasterCard International to the Bank, if applicable, which fees may be shared with the Bank.
 16. Cash and/or cheques deposited by use of the Card will only be credited to my/our account after verification by the 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 the Bank. The Bank's 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 realised.
 17. Joint Account Holders are inter alia jointly & severally bond 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 Current, Savings or any other Account shall be applicable To Card transaction relating to such accounts.
 19. I/We undertake not to use this card to make payment for purchases of Real Estate or Financial Assets overseas.
 20. Other than the terms & conditions imposed by the Bank on the usage of the card, the cardholder will also be governed by the rules and regulation imposed by both MasterCard/VISA International on the usage of the card.
 21. The Bank reserves the right to vary these terms and conditions.
 22. **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 under take to abide by the 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 Commercial Bank of Ceylon PLC may require for the purpose of Exchange Control Act. I/We also affirm that I/We undertake to surrender the Card/s to Commercial Bank of Ceylon PLC, 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 unauthorised foreign exchange transactions are being carried out on the EFTC issued to me/us.
 23. *We the undersigned Partners of authorise 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 Commercial Bank of Ceylon 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 Cardholder 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).