BANK OF CEYLON Bankers to the Nation				A NA IES	L/		DIN	T	AC	C	οι	JNT	r <b>c</b>	)P			G			A/ CI CI	anci C Ne F Ne F Ne Dut b	n Co o. o. 1 o. 2	ode	r O	offi	: : :	Us					
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Are you a US person under the Account Tax Compliance Act					he	US	2?				<b>`</b>	Yes			No	D		<u> </u> `	Yes			N	lo									

1. Photocopy to be attached; 2. If yes, FATCA declaration has to be submitted along with application form

BOC e BANKING S	ERVICES (Mandatory	i - to be completed by all application	nts. Select "Yes" for e-banking	services you wish to avail and "No" for others)
Debit Card Link BO	<i>Yes / No</i> C Credit Cards	Other BOC accounts to be link	ked to debit card	A/C 1
Internet Banking	Yes / No	Daily fund transfer limit for	internet banking (LKR)	
SMS Alerts Account Transactions	Yes / No	Debit only Creater Cre	dit only //S Alerts Applicant 1	Applicant 2 Both
SMS Alerts ATM Transactions	Yes / No	Mobile no. to be used for SM	IS Alerts Applicant 1	Applicant 2 Both
Mobile Banking	Yes / No	Email Statement (only for cu	urrent/NRFC accounts)	Yes / No
NOMINATION (EXC	EPT FOR CURRENT	ACCOUNT) (If you do not wis	h to nominate, please cancel b	y crossing out this section)
		1	2	3

Full Name of Nominee		
Address of Nominee		
ID Card No. / Passport No. If available.		
Payment %		

I / We do hereby nominate, the above named as my/our nominee/s to receive all monies lying in the account on my/our death subject to the provisions of Section 14 of Bank of Ceylon Ordinance. We are aware in the event of the death of any one of joint account holders the nomination becomes invalid.

Signatures:		Witness:	
Applicant1	Date:	Name & Address	
Applicant 2.	. Date:	Signature	

# **OPERATING INSTRUCTIONS**

I / We agree to comply with and to be bound by the rules of the bank governing the conduct of this account which I / We have read and understood and acknowledge the receipt of a copy of the rules and conditions of the personal / joint accounts.

In the event if I / We become a US person under the Foreign Account Tax Compliance Act (FATCA) of US, I / We do hereby undertake to inform the said fact to the bank immediately

# For joint accounts

Cheques / Withdrawals will be signed by \* ..... I / We hereby authorize you to act on instruction given by \*

Signature of the Officer: .....

..... relating to this account (\*Insert both/either of us/anyone/all)

In the event of the death of anyone of us the balance at credit of the account will be payable to the survivor without reference to the representatives of the deceased.

# For foreign currency accounts

I / We agree to comply with and to be bound by the Exchange Control Regulations & Rules of the Bank governing the conduct of this account.

Date:

Applicant 1 Signature		Applicant 2 Signature	
Date:		Date:	
INTRODUCTION (F	OR CURRENT ACCOUNTS / CHEQUE DEPOS	T SAVING ACCOUN	rs only)

I am well acquainted with whose signature/s appear overleaf and his/her/their signature/s was/were affixed in my pre- maintain a Current/Savings Account with Bank of Ceylon.	esence. I certify that he/she/they is/are suitable person/s to open and
A/C No.:	Signature:
Tele No.:	Name & Designation:
For Office Use	Address:
Verified by:	

To: The Controller of Exchange

(To be filled by the Applicant/s to obtain foreign exchange against Debit or any other Electronic Fund Transfer Card [EFTC]).

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 transactions in foreign exchange and I/we hereby undertake to abide by the said conditions.

I/We further agree to provide any information on transactions carried out by me/us in foreign exchange on the Card/s issued to me/us as The Bank of Ceylon may require for the purpose of the Exchange Control Act.

I/We also affirm that I/we undertake to surrender the Debit card/s to The Bank of Ceylon 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 exists to

suspect that unauthorised foreign exchange transactions are being carried out on the EFTC issued to me/us.

Date (DD/MM/YY)	Signature of the applicant/applicant 1
Date (DD/MM/YY)	Signature of the applicant 2

The Bank undertakes to exercise due diligence on the transactions carried out by the cardholder/s on his/her/their EFTC in foreign exchange and to suspend the availability of foreign exchange on the EFTC if reasonable ground exists to suspect that unauthorised foreign exchange transactions are being carried out on the EFTC in violation of the undertaking given by the Cardholder/s and to bring the matter to the notice of the controller of exchange.

Date (DD/MM/YY)

Signature of the Authorised Officer on behalf of the Bank

# **TERMS AND CONDITIONS**

### DEBIT CARD

- The BOC Debit Card shall at all times remain the property of Bank of Ceylon and shall be returned to the Bank unconditionally and immediately upon the Bank's request.
- BOC Debit Card is for my/our own personal use only. It is not transferable. It shall not be used for any purpose other than for transactions designated by the Bank.
- 3. I/We shall keep my/our personal Identification Number/s (PIN) strictly confidential and undertake not to reveal such number/s to any person at any time or under any circumstances. In respect of "BOC Debit Card PIN" shall mean the original Personal Identification Number confidentially generated for me/us by the Bank and any substitution effected by me/us.
- I/We shall accept full responsibility for all transactions processed or effected by the use of the BOC Debit Card/s howsoever effected.
- I/We hereby authorize the bank to debit my/our account with the amount of any withdrawal/transfer payment made by the use of the BOC Debit Card/s.
- 6. I/We further authorize the bank to debit my/our account with all charges relating to transactions made internationally through BOC Debit Card/s or through any other Local Networks including the Bank's network, wherever applicable and also with any other liabilities inclusive of legal fee or other statutory charges if any, relating to the use of BOC Debit Card/s.
- If the account is a joint account, I/we shall be jointly and severally liable for all transactions arising from the use of the BOC Debit Card/s.
- 8. I/We shall accept the Bank's records and statements of all transactions processed by the BOC

#### SMS ALERTS

- The Bank is not liable or responsible or accountable in any way whatsoever for any loss or damage howsoever arising out of any malfunction or failure of this alert service,
- 2. The Bank is not liable for any failure to perform its obligations under this arrangement due to the failure of any machine, computer system, or transmission link or delay in data processing or due to any industrial dispute or to anything beyond control of the Bank, and its employees and on any other failure or any fault of the mobile phone,
- The use of SMS Alert facility shall be subject to the Bank's prevailing laws, rules and regulations and/or any terms and conditions governing such services and/or facilities and/or transactions,
- 4. SMS alert deemed to be received by me/us when the Bank sends the SMS,
- The Bank shall have the full discretion to cancel , withdraw or discontinue the SMS Alert facility without any prior notice or any reasons given to me.
- 6. The Bank may terminate the service, for any reason including limitation inactivity, violation of

### **INTERNET BANKING**

## 1. TRANSACTIONS VIA BOC INTERNET BANKING FACILITY

- 1.1 I/We give my/our authority to accept and to act upon any instructions or messages received by the Bank through BOC Internet Banking Facility which comes from me/us and are authenticated in the way (if any) described in the User Documentation and accompanies by the Password/s issued to me/us. Password shall mean the original Passwords confidentially generated by the Bank and/or subsequent passwords generated and issued to me/us by the Bank.
- 1.2 I/We agree to perform BOC Internet Banking Facility operations through the official web site www.boc.lk and use of specific menu options available therein .
- 1.3 I/We do provide data, information, instructions and messages at my/our own risk. I/We will ensure that all data transmitted to the Bank for or in connection with BOC Internet Banking Facility is correct and complete. I/We will let the Bank know immediately about any errors, discrepancies or omissions.
- 1.4 I/We shall accept full responsibility for all transactions processed or effected by the use of BOC Internet Banking Facility howsoever effected and the I/we further agree that the Bank is not responsible in any manner for the transactions processed or effected by me/us by the use of BOC Internet Banking Facility
- 1.5 I/We do hereby authorize the Bank to debit my/our account/s (existing at the time of this application or opened by me subsequently) with the amount of any transaction made by the use of the BOC Internet Banking Facility with or without the knowledge or any further authority by me/us.
- 1.6 I/We agree that at no time will I/we attempt to effect transactions executed through BOC Internet Banking Facility unless sufficient funds are available in my/our accounts. I/We agree that transactions scheduled for future date will be executed by the Bank only if sufficient funds are available in the account's on the relevant date's and further agree that the Bank is under no obligation to honour payment instructions unless there are sufficient funds in the designated account's at the time of receiving the payment instructions and /or at the time such payments fall due.
- 1.7 I/We agree that some requests/instructions given by me/us are subject to authorization by officer/s of the Bank, and therefore may not be immediately and automatically effected. I/We further agree that the Bank reserves the right to allow or disable such requests at its discretion without notice to me/us.
- 1.8 *I/We* agree that when the Bank makes a payment on behalf of me/us the Bank is not acting as my/our agent or agent of the Biller to whom that payment is directed.

Debit Card/s as conclusive and binding on me /us for all purposes.

- 9. If the BOC Debit Card/s obtained by me/us is/are stolen or lost I/we shall notify the Bank immediately and I/we shall also give a written confirmation to the Bank. I/we shall not hold the Bank liable for any loss incurred by the use of the BOC Debit Card/s which is/are lost, stolen or used without my/our authority.
- 10. The use of the BOC Debit Card shall be subject to the Bank's prevailing rules, regulations and any terms and conditions governing all services, facilities and transactions covered by the BOC Debit Card or otherwise.
- 11. The Bank shall have the full discretion to cancel, withdraw or renew the BOC Debit Card without any prior notice or any reasons given to me/us. In the event that I/We decide to terminate the use of the BOC Debit Card, I/We shall give the Bank not less than 7 days prior notice in writing and forthwith return the BOC Debit Card and obtain a valid receipt thereof.
- All replacements and renewals of the BOC Debit Card shall be subject to the terms and conditions which are in force.
- 13. The Bank will not be responsible for the card not being honoured for any reason what so ever.

I/we agree not to use the BOC Debit Card/s Overseas to purchase goods in commercial quantities and for transfer of capital out of Sri Lanka. I/We agree to be liable for all charges arising from the card/s issued to me/us and indemnify the Bank from any losses if incurred.

terms & conditions of services or other policies that the Bank may establish from time to time. Upon termination of the services, I/We shall remain liable for all payment transactions I/we have incurred. Upon termination the bank has the right to prohibit the my/our access to the service,

- The Bank shall not be responsible for any loss or damage incurred by me/us as a result of using this facility and the bank is indemnified by me /us against all actions, liabilities, suits, claims, losses, damages, costs and expenses,
- 8. The Bank has the right to determine the information furnished through SMS alerts.
- I/We agree to assure the secrecy of all information furnished to me/us and further agree that the bank is not responsible for any matter arising over this information received, read or seen by any third party through the mobile phone.
- If the mobile phone is stolen/lost/transferred or the number is changed, I/we agree to notify the bank immediately and the facility to that Mobile would be terminated thereafter.
- 1.9 I/We agree and authorize the Bank, at its discretion to record by whatever means the transactions which are effected via BOC Internet Banking Facility by me/us and that such records may be used by the Bank for the purpose of, amongst other things, establishing or verifying that a particular transaction was effected through the use of authorized User ID and Passwords.
- 1.10 I/We shall accept that Bank's records and statements of all transactions processed by the use of the BOC Internet Banking Facility as conclusive and binding on me/us for all purposes.

#### 2. RESPONSIBILITIES FOR SECURITY

- 2.1 I/We am/are aware that it is my/our responsibility to obtain and maintain any equipment, which may be necessary for using BOC Internet Banking Facility, in proper working condition and with adequate safeguards against malicious threats to such equipment or to BOC Internet Banking Facility.
- 2.2 I/We undertake to access BOC Internet Banking Facility only through the link provided in Bank's official website www.boc.lk and not to access same using any other link.
- 2.3 I/We undertake not to access BOC Internet Banking Facility using defective or insecure equipment, or by any manner, which might adversely affect BOC Internet Banking Facility.
- 2.4 I/We do hereby agree to the change, from time to time the Password/s assigned to me/us.
- 2.5 I/We will set up and maintain adequate measures to safeguard the BOC Internet Banking Facility (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.
- 2.6 I/We shall inform the Bank immediately if I/we am/are aware of any unauthorized use of the User ID and Passwords by anyone.

#### 3. CONFIDENTIALITY OF BOC INTERNET BANKING FACILITY SERVICE INFORMATION

- 3.1 I/We shall keep my/our User ID and Password/s thereof strictly confidential and undertake not to reveal such numbers to any person at any time or under any circumstances.
- 3.2 I/We shall keep all information, techniques, data and designs relating to BOC Internet Banking Facility completely confidential. I/We shall not disclose any of them to any other party.
- 3.3 My/Our obligations in connection with confidentiality will continue indefinitely and will not end with the expiry or termination of the facility.

# **INTERNET BANKING**

## 4. CHARGES AND PAYMENTS

4.1 I/We do hereby authorize the Bank to debit my/our account/s with all charges relating to transactions made through BOC Internet Banking Facility including joining fees, annual fees and also with any other liabilities inclusive of legal fees or other statutory charges, if any, relating to the use of BOC Internet Banking Facility.

### 5. LIABILITIES FOR LOSS. DELAY. ETC.

- 5.1 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 any substitutes thereon used without my/our authority.
- The Bank shall not be responsible for any loss or damage nor for any loss of profits, loss of contracts, financial losses and 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 on BOC Internet Banking Facility for any reason whatsoever.
- 5.3 I/We agree that in case of payments made for goods or services offered by third parties, the Bank cannot and does not take responsibility or liability on the quality, on time delivery or the availability of such goods or services such offered.

#### **OPERATION OF BOC INTERNET BANKING FACILITY** 6.

- I/We do hereby authorize the Bank to debit any of my/our account/s with the amount of any 6.1 transaction performed by me/us.
- I/We agree to pay any charges/payments due to the Bank on transactions/functions performed by me/us by using BOC Internet Banking Facility. 6.2
- The Bank shall attach or detach any accounts opened in my/our name/s, subsequent to this application. I/We agree and acknowledge 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 BOC Internet Banking 6.4 Facility. I/We do hereby agree to abide by the terms and conditions applicable to such newly

# **MOBILE BANKING**

# 1. REGISTRATION FOR THE SERVICE

Valid mobile number/s provided by me/us in the application will be mapped by the Bank against my/our account as a payment instrument to make payment transactions and pay fees and other obligations arising from the use of the service by me/us. I/We hereby undertake to provide current, complete and accurate information and maintain it as current and accurate. The Bank may require me/us to provide additional information as a condition of continued use of the service. It is the sole responsibility of me/ours to ensure the accuracy of the mobile number/s provided to the bank. The Bank bears no responsibility or liability whatsoever in case the mobile number/s mentioned by me/us on the form is inaccurate or does/do not belong to me/us.

# USER NAME & PASSWORD INFORMATION

I/We agree that it is my/our responsibility to maintain the confidentiality of the PIN number issued to me/us. I/we agree to notify the Bank immediately of any unauthorized use of the PIN or any other breach of security and further agree not to store/ save the PIN in the mobile phone and in addition, I/we agree to add a ""Dynamic Alpha Code" to each and every transaction for added safety.

#### 3. PERMISSIBLE PAYMENT TRANSACTIONS

I/we agree to use the service only to process a payment transaction to purchase a product, service or financial service from a merchant through a legitimate bona-fide sale of the product service or financial service. I/We agree not to purchase illegal items using this payment transaction. Failure to comply with these limitations may result in suspension or termination of the service.

# **GENERAL TERMS AND CONDITIONS**

- The Bank shall be at liberty to change/modify the service charges and any other charges at its sole discretion and shall debit the account nominated by me/us or any of my/our account/s held at any branch of the Bank.
- The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions at its absolute discretion with notice to me/us and such amendments, supplements or variations shall be binding on me/us.
- The Bank shall determine the privileges attached to the use of the aforesaid facilities 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. 3
- To the fullest extent permissible by the Law, in no event shall the Bank be responsible or liable to me/us or any third party under any circumstances of direct or indirect losses/ damages. The Bank shall not have any liability for any failure or delay resulting from any conditions beyond its reasonable control
- The Bank may terminate the aforesaid service/s, for any reason including limitation inactivity, violation of terms & conditions of services or other policies that the Bank may establish from 5

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## DECLARATION BY CUSTOMER

I / We confirm having read and understood the Terms & Conditions applicable for the above facilities, and agree to comply with and be bound by them.

Applicant 1 Signature

Date:

# **DECLARATION BY JOINT ACCOUNT HOLDER (S)**

I / We have no o	bjections in giving Debit card / Internet banking facilities to Mr./ Ms		
Joint Holder	Name	NIC	Signature
1			
2			
3			

# ACKNOWLEDGEMEN

Signature

I have received	Passbook	Yes / No	Debit Card and PIN	Yes / No	Internet banking (Login and PIN)	Yes / No
I have seen the demonstration of			Debit card	Yes / No	Internet banking	Yes / No
Applicant						

added services, facilities/options though added subsequently to the activation of the User IDs whether or not, I/we have expressly registered to avail such services

6.5 In case if the Bank requires to me/us to register for a specific service provided by BOC Internet Banking Facility, I/We undertake to adhere to such request for registration to avail such service. I/We agree that any such subsequent registration becomes an integral part of the terms and conditions specified herein.

#### 7. CANCELLATION

7.1 The Bank shall have the full discretion to cancel or withdraw the BOC Internet Banking Facility The bank shall have the fun discretion to ended to interface the Book interfet Banking Facility and the book interfet Banking Facility. Iwe shall give the Bank not less than seven days prior notice in writing and forthwith return any document relating to BOC Internet Banking Facility which are given to me/us by the Bank and obtain a valid receipt thereof.

# 8. PROPRIETARY AND OTHER RIGHTS

8.1 I/We agree that the BOC Internet Banking Facility will remain the property of the Bank at all times and I/we will not copy the BOC Internet Banking Facility or any of the information, technique data or designs relating to them.

## 9. INDEMNITY

I/We do hereby agree and irrevocably hold the Bank indemnified and save harmless against any losses, charges, suit, claims, expenses and damages that the Bank shall or may be caused sustained, incurred or suffered by reasons of using BOC Internet Banking Facility by me/us in any manner whatsoever and for any loss and/or misdirection of data in transit electronically and by reasons of the Bank generating and/or issuing and /or dispatching the original password/s according to my/our request and/or subsequent passwords to my/our User ID at any written request and /or any substitution effected by me/us.

#### 4. PAYMENT TRANSACTION PROCESSING

The Bank will store information obtained from me/us and I/we authorize the Bank to charge or debit my/our account to complete the processing of payment.

# LIMITATION ON THE USE OF SERVICE

The Bank reserves the rights to change, suspend or discontinue any aspect of the service at anytime. The Bank reserves the rights to impose certain limits on service features without notice and liability.

#### 6. REFUNDS

IWe agree that the Bank is only a facilitator in making payments to the merchants. And the Bank cannot and does not take any responsibility or liability for any refunds related to non-delivery of items, which should be taken up with the merchant concerned..

#### 7 DISCLAIMER OF WARRANTIES

The Bank makes no representation or warranty of any kind whatsoever for the service or content and functions made accessible by the software used on or assessed through the service. The Bank shall not be responsible for any service interruption including system failures or other interruption that may affect the process of transactions or the service

time to time. Upon termination of the services, I/we shall remain liable for all payment transactions I/we have incurred. Upon termination the Bank has the right to prohibit my/our access to the service/s.

- The Bank may communicate with me/us regarding the service/s by means of electronic communications. Electronic communication can be deemed to be received by me/us when the 6. Bank sends the electronic communication through the mode, that I/we have provided to the Bank, (email, SMS)
- I/We shall accept full responsibility for all transactions processed or effected by the use aforesaid Facilities and shall release the Bank and its employees from all claims, demands & damages arising out of or in any way connected with dispute(s)
- Any controversy arising under or relating to the terms and conditions hereof shall construed in 8. accordance with the Laws of Sri Lanka and Courts in Sri Lanka shall have excusive jurisdiction to settle the disputes.

Signature
Date:

Applicant 2