



COMMERCIAL LEASING & FINANCE PLC

Company Registration No : PQ 131 PB PQ
No. 68, Baudhaloka Mawatha,
Colombo 04.

APPLICATION FOR AUTOMATED SERVICES

Commercial Leasing & Finance PLC.
Manager,

Table with 2 columns: CUSTOMER CODE, ACCOUNT NUMBER

.....Branch

Date.....

I / We wish to apply for the [ ] ATM Card [ ] SMS Alerts [ ] Internet/Mobile Banking facility & given below my/our details to enable you to process the application.(Please use only block capital letters)

1. Mr./Mrs./Miss./Dr./Rev.

NIC/DL/Passport No

Name input grid

NIC/DL/Passport No input grid

2. Mr./Mrs./Miss./Dr./Rev.

NIC/DL/Passport No

Name input grid

NIC/DL/Passport No input grid

3. Mr./Mrs./Miss./Dr./Rev.

NIC/DL/Passport No

Name input grid

NIC/DL/Passport No input grid

4. Postal Address

Postal Address input grid

5. Mobile Number (For SMS Alert)

Mobile Number input grid

6 E-mail

E-mail input grid

7. Please issue ATM card in the name of

Name for ATM card input grid

24 Characters (including spaces)

8. Savings Accounts to be linked

Savings Accounts input grid

9. Please Link my FD's

YES NO buttons

10. Mothers Maiden Name (Mothers'surname only)

Mothers Maiden Name input grid

11. Nationality

Nationality input grid

Only for Internet/mobile banking facility

12. Security Word

Security Word input grid

13. Place of Birth

Place of Birth input grid

14. Preferred user ID

Preferred user ID input grid

(Minimum 8 characters & subject to availability)

I/We hereby confirm that the information given as above are true and correct. I/We further confirm that I/We have read and understood the terms and conditions governing the issue of ATM Cards/SMS Alerts/Internet & Mobile Banking facilities as detailed overleaf. I/We hereby agree to abide by them and subsequent amendments, variations or changes thereto which may at any time be made by Commercial Leasing & Finance PLC (CLC)

1. Signature

2. Signature

3. Signature

Note :-

- 1. All parties to sign in the case of a Joint Account/Partnership Accounts. User ID/Password will be issued to the first name in the application.
2. Joint Account holder/Partner may each possess an ATM card for which a separate application form should be furnished for each individual.

FOR BRANCH USE ONLY - Declaration by Authorized officer.

- 1. To the controller of Exchange Sri Lanka :- I ..... have carefully examined the information together with relevant documents submitted by ..... and satisfied myself that the said information and documents are in conformity with Exchange control requirements and the internal policies of the Company.
2. To Manager, Savings BU :- Signature verified, charges recovered and Operating instructions comply with mandate.

(Authorised Signatory)

(Date)

# TERMS CONDITIONS & INDEMNITY

## Automated Teller Machine (ATM) Facilities

In consideration of Commercial Leasing & Finance PLC (CLC) (PQ 131 PB PQ) pursuant to my /our request, making available to me/us. Automated Teller Machine(ATM)Facilities and issuing to me /us a VISA Debit 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 CLC and to surrender it unconditionally and without reservation upon demand by CLC.
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 persons 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 CLC or by any person acting on behalf of CLC.
5. At no time 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 ATM network.
6. To immediately notify Bank/CLC of the loss or theft of the card. Replacement fee will be charged according to prevailing tariff.
7. To accept full responsibility for all transactions processed from the use of the card except any transactions occurring after CLC 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 CLC's record of withdrawals and / or transfer as conclusive and binding for all purposes and to authorise the CLC 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 CLC.
10. Not to hold CLC/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, 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. CLC/Bank will not be responsible for the card not being honored for any reason whatsoever.
13. To return the Card for cancellation should it be no longer required or should my / our account with the CLC for any reason be closed.
14. That CLC 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 visa International on the date of conversion, plus an additional percentage levied by CLC and any transaction fee(s) charged by visa international to CLC if applicable., which fees may be shared with the CLC.
16. Cash and / or cheques deposited by use of the Card will only be credited to my / our account after verification by CLC 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 CLC . CLC 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 realized.(This facility will be available only at selected ATM's.
17. Joint Account Holders are inter alia jointly & severally bound 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 Savings 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. CLC reserves the right to vary these terms and conditions.
21. CLC reserves the right to levy a fee for card processing, balance inquiry/mini statement and transactions.
22. I/We the undersigned Partners of ..... authorize 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 CLC. We undertake to be jointly & severally liable for all such drawings 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.
23. Declaration by the Applicant/s for Electronic Fund Transfer Cards  
To: The Controller of Exchange  
(To be filled by the Applicant/s to obtain foreign exchange  
Against Electronic Fund Transfer Card.)

I/We ..... (Basic Cardholder/Supplementary Cardholder)..... (Basic Cardholder/Supplementary 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 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 issued to me/us Commercial Leasing & Finance PLC may require for the purpose of Exchange Control Act. I/We also affirm that I/We undertake to surrender the EFTC /s to Commercial Leasing & Finance 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 unauthorized foreign exchange Transactions are being carried out on the EFTC issued to me/us.

## SMS Alerts,

I/We hereby authorize and request you to make available the service of receiving SMS Alerts on my Commercial Leasing & Finance PLC (hereinafter referred to as "CLC") Savings Account. In consideration thereof I/We understand, undertake, authorize, consent and agree as follows.

1. CLC Savings Account SMS Alerts service facility is for personal use only.
2. I/We shall register with CLC my mobile phone number and/or any other information CLC may require for the provision of this service to me as may be requested by CLC
3. In the event I change and/or lose my mobile phone number and/or SIM registered with CLC, I shall inform CLC immediately and CLC shall thereupon have the right to disallow the SMS Alert service.
4. I/We understand and accept that transmission of data via the CLC Savings Account SMS Alerts service cannot be guaranteed to be error free due to the inherent nature of electronic transmissions. I/We accept and agree that this service is provided on an available basis and CLC will not be liable or responsible for any losses, damages or inconvenience which I/We may incur or suffer by using the service including those due to interruptions or non-availability of the service at any time or from time to time for any reason whatsoever or due to loss of data, data transmission errors or corruption that may occur in the use of the service or for any other reason whatsoever.
5. I/We accept and agree that CLC will not be responsible or liable for non-availability of this service due to any technical or other defect in the registered mobile phone and or disconnection of the mobile phone for whatsoever reason which will automatically disable me from using this service.
6. CLC shall have the right to determine the privileges, features, services and conditions attached to the use of this service and shall have the absolute discretion to change, withdraw, vary or amend these privileges, features, services and conditions at any time or from time to time or withdraw this service altogether as CLC deems fit.
7. CLC reserves the right to amend, vary, add or delete any of these terms and conditions from time to time and the same shall be binding.
8. In consideration of CLC providing me the SMS Alert service, I/We undertake to hold and keep CLC indemnified at all times against and saved harmless from all actions, proceedings, claims, loss, damage costs and expenses which may be brought or made against CLC or suffered or incurred by CLC directly or indirectly out of or in connection with CLC providing me with CLC SMS Alerts upon my/our instructions and/or CLC acting thereon and/or communicating with me in there with.
9. In the event I/We wish to terminate CLC SMS Alerts, I/We shall give instructions in writing to CLC requesting termination of the CLC SMS Alerts.
10. The terms herein contained shall be binding upon me/us successors, heirs, executors, administrators or permitted assigns as applicable.
11. CLC reserves the right to levy a fee for SMS Alerts services.

I hereby confirm the above terms and conditions of CLC Savings account SMS Alerts service were explained to me before signing hereof and I have read and understood the said details terms and conditions and agree and consent to be bound thereby.

## Internet/Mobile Banking Facility,

In consideration of Commercial Leasing & Finance PLC (CLC) pursuant to my / our request making available to me/us Internet / Mobile Banking facility, I / we agree to be bound by the following terms & conditions.

- 1) To restrict the use of Internet/ Mobile Banking facility exclusively to the person/s named overleaf.
- 2) At no time and under no circumstances to disclose to any person the User ID/Password(s) required for use of Internet/ Mobile Banking facility and to treat such as strictly confidential.
- 3) To report to the CLC immediately upon becoming aware that the User ID/Password(s) has fallen into hands of any unauthorized party.
- 4) To accept full responsibility for all transactions processed from the use of the Internet/Mobile Banking facility.
- 5) To accept CLC's record of transactions as conclusive and binding for all purposes.
- 6) That the CLC has the authority to revoke the account holders right to give instructions to the CLC using Internet Banking facility, at any time, without prior notice.
- 7) That the CLC is not bound to carry out the instructions given by the account holder, if the CLC at its sole discretion believes that such instructions do not emanate from the account holder.
- 8) Not to hold the CLC liable, responsible or accountable in anyway whatsoever for any loss or damage whatsoever arising by any malfunctions or failure of the Internet Banking Facility or on the failure or delay of the CLC to act on instructions given via this medium.
- 9) That I'm aware that any payments made through Internet Banking Facility may take 1-3 days for actual realization and therefore not to hold CLC liable, responsible or accountable in anyway whatsoever for any interruption or termination of any services including utility services in an event of delay in utility bill payments.
- 10) Notwithstanding to and without prejudice to the generally of provision of (8) above the use of Internet Banking facility shall be at my/our sole risk and I/We also accept any and all risk, incidental to or arising out of the use of Internet Banking Facility.
- 11) That the CLC shall be at liberty to terminate the facility at any time without notice to me/us by cancelling the facility.
- 12) Joint account holders are inter-alia jointly and severally bound by these terms and conditions and are jointly and severally liable for all transactions processed by the use of this facility irrespective of whether the instructions have been given by one or more of the Joint Account Holders.
- 13) All rules and regulations governing the operations on Savings, Fixed Deposits, Leasing, Insurance, Loan and/or any other accounts/facilities shall be applicable to Internet Banking transactions relating to such accounts.
- 14) That the CLC reserves the right to vary these terms & conditions and fees applicable at any time and without prior notice.
- 15) Indemnity Clause - That I will be fully liable and responsible for all consequences arising from or in connection with use of the service and/or access to any information or report or any other information as a result of such use by me or any other person whether or not authorized by me. I shall indemnify the CLC and their respective officers and employee against all liabilities, claims, damage, losses, demand, costs, charges and expenses of any kind (including, without limitation, legal fees on full indemnity basis) which may be incurred by any of them and all actions and proceeding which may be brought by or against any of them in connection with the provision of the services, the information and/or the report exercise or prevention of the CLC powers under these terms & conditions unless due to the gross negligence or willful default of the CLC.

## Signature/s of Applicant/s

1..... 2..... 3.....