

# THE CONDITIONS OF USE REFERRED TO IN THE APPLICATION FOR ISSUANCE OF A CREDIT CARD

## 1. DEFINITIONS

“**Agreement**” means the agreement between Sampath Bank PLC and the Cardholder/Card member, the terms of which may be varied from time to time.

“**Bank**” means Sampath Bank PLC.

“**Card**” means any eligible physical, digital or virtual card or any other payment method including any QR code based or other electronic payment solution endorsed by the Bank.

“**Card Account**” means an account maintained by the Bank in relation to Card transactions.

“**Cardholder/ Card Member**” means a person to whom a Card has been issued and/or who has registered for any QR code based or other electronic payment solution endorsed by the Bank in terms of the agreement and includes a Supplementary Cardholder(s).

“**Basic Cardholder/Card member**” means a person who maintains a Card Account and at whose request one or more Supplementary Cards have been issued by the Bank to Supplementary Cardholder(s).

“**Supplementary Cardholder**” means a nominee under 8 hereof.

“**Card Transaction**” means a transaction carried out whether by using the Card, the Card Account number, the PIN and/or any other Card Verification Number/Code or via any other authorized delivery or payment channel facilitating Card transactions explained in the conditions pertaining to those services/products or otherwise, whether with or without your knowledge or authority (including a payment for any goods, services and/or benefits and a payment for any charitable purpose and any cash advance and or settlement of any other credit card outstanding).

“**Merchant**” means a person or organization who is acknowledged by the Bank to sell goods or services on the acceptance of the Credit Card.

“**Credit Limit**” means the maximum debit balance permitted on the Card Account or accounts, where a combined credit limit is allocated for more than one Card Account, as determined and notified to the Basic Cardholder by the Bank from time to time.

“**Sub limit**” means, a limit assigned within the “Credit Limit”.

“**PIN**” means the Personal Identification Number issued to the Cardholder.

“**ATM**” means an automated teller machine and includes any Card-operated machine, whether belonging to the Bank or other participating banks or financial institutions or to any Global ATM Network, which accepts the Card.

**“Devices”** means any EDCT (Electronic Data Capture Terminal), MPOS, mobile phone, tablet, or any other device that is capable of transmitting, receiving, or recording data, or other information by electronic means and such related accessories, software, enhancements and/or additions to the Equipment as the Bank or other participating banks or financial institutions may deem necessary.

**“We/our /us”** mean Sampath Bank PLC.

**“You, your”** mean Cardholder/ Card Member

We use headings in this agreement for ease of reference but this agreement is not to be interpreted by reference to the headings.

## **2. USE OF THE CARD**

The receipt of the Card must be acknowledged by the Cardholder immediately, and may only be used;

- (i) Upon activation of the card by that Cardholder/ card member
- (ii) Subject to the terms of this agreement current at the time of use
- (iii) Within the Credit Limit (any excess over the Credit Limit being immediately repayable to the Bank) and in calculating, whether the Credit Limit has been exceeded, the Bank shall take into account the amount of any Card transaction not yet debited to the Card Account and of any authorization given by the Bank to a third party in respect of a prospective Card transaction or any amount that has been reserved by us for forthcoming transaction.
- (iv) During the validity period embossed on the Card or the cancellation of the card whichever occurs earlier.

## **3. THE CARD**

The Bank may at its absolute discretion and without prior notice and reason withdraw at any time the Card and the Cardholder’s right to use the Card entirely or in respect of specific facilities or refuse to reissue, renew or replace any Card, without in any case affecting the Cardholder’s obligations under this Agreement, which shall continue to be in force. In case of a Cardholder returning the Card voluntarily, obligations under the Agreement will continue to be in force until all such obligations of Cardholder hereunder have been satisfied by the Cardholder, to the satisfaction of the Bank.

## **4. DELIVERY AND USE OF THE CARD AND PERSONAL IDENTIFICATION NUMBER (PIN)**

4.1 In case of a physical card, Cardholder should sign on the reverse of the Card immediately upon receipt. Cardholder should not permit any other person to use a Card and should at all times safeguard the Card and keep it under the Cardholder’s personal control.

- 4.2 In the event the Cards are couriered to the Cardholder and Supplementary Cardholder(s), the Cardholder and the Supplementary Cardholder(s) receiving the Card(s), should acknowledge receipt immediately and produce proof of his/her identity. The Cardholder/Supplementary Cardholder at his/her discretion may authorize a third party in writing to accept or collect the Card(s) on his/her behalf and will be liable for all charges incurred on the Card/s from the time the Card/s is/are accepted by the Cardholder/Supplementary Cardholder(s) or the person authorized on his/her behalf. The Bank may at its' discretion deliver and handover the Card to a third party who appears to be a representative of the cardholder in the opinion of the bank/its representative. The Cardholder/Supplementary Cardholder(s) shall be liable for all charges on the Card/s from the time the Card/s is/are so delivered.
- 4.3 In the event the card/s is/are delivered through post, the Cardholder/Supplementary Card holder(s) will be deemed to have received and accepted the card, if the bank receives no notification from the postal department, within a reasonable time the same has not been delivered.
- 4.4 The PIN and/or any other security feature may be issued to the Cardholder/ Supplementary Cardholder(s) at the Bank or may be delivered, sent by post, delivered or any other mode at the discretion of the Bank. The Cardholder/Supplementary Card holder(s) will be deemed to have received and accepted the PIN if the bank receives no notification from the postal department or courier, as the case may be, within a reasonable time the same has not been delivered. Once received, the PIN is the property of the Cardholder/ Supplementary Cardholders and the Cardholder /Supplementary Cardholder should take every precaution to ensure that the number is secured and not compromised in any manner.
- 4.5 The Bank reserves the right to recover from the Cardholder the value of any disputed transaction(s) along with any associated charges, where the Bank has grounds to believe that Cardholder/Supplementary Cardholder(s) has performed the transactions.
- 4.6 The Card should not be used for any illegal or unlawful purpose.
- 4.7 The Physical Card is the property of the Bank and shall be returned to the Bank by the Cardholder if requested by the Bank.

## **5. CREDIT LIMIT AND COMBINED CREDIT LIMIT**

- 5.1 (i) The Bank will assign a Credit Limit to the Card Account, which must be strictly observed. The Cardholder may however apply for a review of his/her Credit Limit at any time.
- (ii) In computing whether the Credit Limit has been exceeded, the Bank shall take into account the amount of any Card Transactions not yet debited to the Card Account and the Account Balance of any authorization given by the Bank to a third party in respect of a prospective Card Transaction or any amount that has been reserved by us for a forthcoming transaction.
- 5.2 The Cardholder/s will be responsible joint and severally for all credit facilities granted by the Bank in respect of the Card/s and for all related charges hereunder, notwithstanding the termination of this agreement.

- 5.3 The Combined Credit Limit shall be the maximum permitted debit balance of all the Card Accounts, if a cardholder/card member has more than one Card Account.
- 5.4 Current balance means the total liabilities outstanding and owing by the cardholder/card member to the bank at any given time in connection with the Card Account(s) and/or this agreement, including but not limited to all Card Transactions, interest, charges, fees, costs, levies and expenses (including legal costs), whether actual or contingent and whether incurred now or in the future.
- 5.5 Subject to clause 14.2 the cardholder/card member must not use the Card/s in a manner that the current balance exceeds your combined Credit Limit at any one time.
- 5.6 In calculating whether the combined Credit Limit has been exceeded the Bank may take into account any Card Transaction which the Cardholder/card member has carried out but which has not been debited to the Card Account or any proposed Card Transaction for which the Bank has given authorization to a third party or any amount that has been reserved by the Bank for a forthcoming transaction.
- 5.7 If the Cardholder/card member carries out any Card Transaction which results in the combined Credit Limit being exceeded, whether with or without our prior consent, you must immediately pay us the amount in excess of the combined Credit Limit in such manner and to such account as we may in our absolute discretion direct and we may communicate this discretion to you by any means we deem fit. If the Cardholder fails to comply with this, we reserve the right, without prejudice to any of our rights or remedies, to terminate your Card Account.

## **6. BILLING AND PAYMENT**

- 6.1 A statement (“the Statement of Account”) will normally be sent to the Cardholder at the end of each Billing Period (“the Billing Period”) which is the Statement Date (“the Statement Date”) with the details of the total amount outstanding on the Card Account as at the statement date (“the Total Outstanding”), the minimum amount required to be paid in order to keep the Card Account in Current Status (the “Minimum Payment Due”) by the Cardholder for the current billing period, in respect of the Total Outstanding and the date by which the payment must be made to the Bank (“the Payment Due Date”). The Minimum Payment Due will be 5% of the Total Outstanding or the minimum amount decided by the bank from time to time whichever is greater or, if the Total Outstanding exceeds the Cardholder’s Credit Limit, 5% of the Credit Limit together with the amount by which the Total Outstanding exceeds the Credit Limit. The Total Minimum Payment Due also includes any unpaid Minimum Payment Due, from previous Billing Period(s). Any payment to the Bank will only take effect when received at the address notified by the Bank and credited to the Card Account. Cheque payments will be credited to the Card Account subject to realisation. In case of Corporate Credit Cards, Corporate Fuel Cards or similar cards the statement of Card Account or other notifications relating to the said Cards may be shared with the corporate entity jointly requesting such Card with the Cardholder.
- 6.2 Payments made by the Cardholder to the Bank in respect of the Card Account will be applied by the Bank in or towards payment of your liabilities to the Bank under these terms and conditions in such order as the Bank may decide.

- 6.3 All sums due under this Agreement may be paid in Sri Lankan Rupees. If we receive a payment in a currency other than Sri Lankan Rupees, we will convert it to Sri Lankan Rupees at such time and rate of exchange as we may in our absolute discretion adopt in accordance with our usual practice. The Cardholder/s must bear all exchange risks, losses, commission, fees and charges which may thereby arise.
- 6.4 We will credit the Card Account with any refund in respect of a Card transaction or any payment or other credit due to you at such time as we may determine in accordance with our usual practice after receipt of the amount of such refund, payment or credit in Sri Lanka and conversion to Sri Lankan Rupees where necessary, subject to the terms of this agreement and shall not be remitted to you unless we otherwise determine but shall be applied towards the full or partial discharge of the current balance.
- 6.5 (i) The Cardholder may issue direct debit standing instructions, to the Cardholder's current or savings account, (designated settlement Account) with the bank to make payments of a percentage (minimum 5%) of the Cardholder's outstanding credit Card bill amount to the Card Account on the payment due date.
- (ii) The Cardholder agrees that any amendments and/or cancellations to any such standing instruction should reach the Bank at least two weeks before the next Payment Due Date.
- (iii) For a direct debit standing instruction given to the designated settlement Account with the Bank, the following additional terms and conditions shall apply;
- a) The Cardholder agrees that the Bank reserves the right to determine the priority of any such standing instruction against cheques presented or any other arrangements made with the Bank.
- b) The Cardholder agrees to provide sufficient funds in the designated settlement Account in order to meet the standing instruction, on the day prior to the Payment Due Date. In case of insufficient balance in the settlement Account, the Bank at its' discretion may grant overdrafts from time to time to cover the payment amount as per the standing instructions. The Cardholder is bound to repay on demand all outstanding amounts together with all related charges, fees and levies including finance charges accrued thereon, at a rate to be determined by the Bank from time to time.
- c) The Cardholder agrees that all the interim payments made between the statement date and the payment due date will not be taken into consideration when calculating the direct debit standing instructions given to a designated Settlement Account with the bank, unless the full settlement is made during the interim period.
- (iv) If there were no sufficient funds in the designated Settlement Account to carry out the standing order instructions the bank may charge an auto-pay reject fee although a part payment has been made or recovered. The said fee may be varied from time to time at the discretion of the bank.
- 6.6 Card Transactions, which are effected in currencies other than Sri Lankan Rupees, will be debited to the Card Account after conversion into Sri Lankan Rupees at a prevailing rate as determined by the Bank on the day of conversion, on the date on which the value of transaction is debited to the Card Account.

- 6.7 As purchase and refund of air tickets are two separate transactions, the Cardholder will have to pay for the purchase of the ticket as per the billing. For any ticket subsequently cancelled, the refund will only be credited to the Card Account (less cancellation charges) as and when received from the same counter party through whom the original transaction was done.
- 6.8 The Cardholder will be liable for any exchange loss, which may result from the cancellation, reversal or refund of a transaction including refunds, or reversals due to disputed transactions.
- 6.9 The Cardholder must pay the Bank all sums due under this agreement in full without any deduction or withholding (whether in respect of set off, counterclaim, taxes, charges or otherwise) unless the deduction or withholding is required by law. If a deduction or withholding is required by law, you must immediately pay us an additional amount so that we receive an amount equal to the full amount which we would have received had no such deduction or withholding been made.
- 6.10 Without prejudice to the other provisions of the agreement if the Cardholder should be absent from Sri Lanka for more than one month, the Cardholder shall leave clear and specific instructions to settle the Card Account and shall advise such instructions to the Bank's Card Centre prior to his/her departure. The Bank reserves the right to cancel the Card at its' own discretion if not duly informed by the Cardholder.
- 6.11 In consideration of The Bank agreeing to accept your request for sending your monthly statements to your email address, you agree that all statements whether through e-statement service or other means of transmission sent by The Bank for you shall be accepted and upheld by you as correct and authenticate. You declare that you shall not raise any objection against The Bank on its agreeing the same and fully accept the risk and responsibility of statements transmitted by The Bank via electronic mail or other authorized forms of communication. You agree and acknowledge that The Bank does not warrant against any external factors affecting the privacy and /or security of emails or other forms of communication during transmission. You also agree to keep The Bank indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs and expenses in relation to or arising out of so accepting your request by The Bank and The Bank transmitting statements and information through email. You further agree to pay all fees and charges, which The Bank may impose from time to time in connection with the service in the manner stipulated by The Bank. You also authorize The Bank to add, discontinue or vary any of the services from time to time without any notice to you. You assure The Bank that you shall inform in writing of any change in your email address or other contact information or any request for discontinuation of this facility to The Manager, Card Centre, Sampath Bank PLC, No 110, Sir James Peiris Mawatha, Colombo 02, Sri Lanka. You further expressly agree and acknowledge that The Bank shall not be liable or responsible for data corruption, delay and/or interception of the information so given and that The Bank reserves the right to update and vary such information from time to time and at any time. You also authorize The Bank to send advertising and Promotional Materials to your email address through email, the promotional window of the service.
- 6.12 The Cardholder shall examine each statement issued in respect of the Card Account and shall notify the Bank's Card Centre of any alleged error therein within 14 days of the Statement Date. After such period, the statement and entries therein (except for any alleged error so notified) shall be conclusively considered as correct between the Bank and the Cardholder. All statements will be sent by normal post or at the Cardholders request via electronic means as per the latest contact information provided to the Bank by the Cardholder in writing and shall be deemed to have been received within 48 hours of posting, if dispatched under ordinary post and at the time the message leaves the Banks Mail Server/equipment, if dispatched via electronic means.

6.13 Cardholder/card member shall notify the Card Centre of the non-receipt of the Statement of Account within two weeks from the previous month's payment due date. Non receipt of a Statement of Account will not be considered a valid reason for non-payment or refund of charges.

6.14 Installment Payments;

(i) If you use the Card to purchase goods or services by installments or to make payments on a recurring basis, you here by authorize us to pay such installments for you as they become due provided that your available balance permits same and you agree to make payment for each of installments to the Card Account when they become due.

(ii) If your right to use the Card is suspended or your Card Account is terminated, we may at our option and without prejudice to any of our rights and remedies, bill the aggregate sum of the remaining installments to you forthwith.

(iii) You also agree to be bound by any other specific terms and conditions governing such installment payment scheme. In the event of conflict over the provisions of this clause but only to the extent necessary to give full effect to those terms and conditions.

## **7. FEES & CHARGES**

7.1 The Cardholder agrees to pay the Bank's joining and annual fee for the card. Fees will be debited to the Card Account when due.

7.2 When the card is couriered to an overseas address a handling fee shall be debited to the Card Account at a rate determined by the Bank.

7.3 A permanent limit enhancement fee as determined by the bank will be debited to the Card Account in the event of a Cardholder initiating a request thereof.

7.4 A handling fee for copies of Statement of Account would be debited to the Card Account at a rate which will be determined by the Bank.

7.5 If the Cardholder does not settle the total outstanding by the Payment Due Date interest will be charged at a rate determined by the Bank as indicated in the card statement calculated daily on the outstanding balances commencing from the respective transaction postdates.

7.6 The outstanding up to the Credit Limit applicable will not be subjected to interest charges, if the whole of the balance in the statement is repaid by the Payment Due Date. However, irrespective of whether the whole of the balance outstanding is repaid or not, interest at a per month rate determined by the Bank is charged on a daily basis, on the portions of outstanding balance, in excess of the Credit Limit applicable, at any point during the billing period at the discretion of the bank.

7.7 Without prejudice to the payment of the finance charges referred to in 7.5 above, if the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a late payment fee will be charged and debited to the Card Account. These charges will be subject to changes determined by the Bank from time to time.

- 7.8 The Bank shall levy a penalty on the card account if any cheque or other payment order issued or presented by the Cardholder or any other party to the Bank is not honored for any reason whatsoever. This charge will be in addition to any postage charges that may be charged by the Bank. These charges are subject to the changes determined by the Bank from time to time.
- 7.9 A cash advance fee and / or a handling fee will be charged on all cash advances and debited to the Card Account at a rate determined by the Bank and communicated to you from time to time.
- 7.10 (i) An excess limit fee shall be charged and debited to the Card Account at present subject to the changes determined by the Bank if the assigned Credit Limit is exceeded at any point during the billing period.
- (ii) For this purpose any amount debited to the Card Account as bank charges will also be considered, when computing whether the Credit Limit has been exceeded.
- 7.11 All purchases of petrol, diesel, gas and other supplies available from Petrol Stations in Sri Lanka are subject to an additional handling fee which will be debited to the Card Account as determined by the Bank.
- 7.12 A retrieval fee for the photocopy of sales/ cash advance drafts will be debited to the Card Account at present and subject to the charges determined by the Bank.
- 7.13 All statutory levies will be charged to the Cardholder's Card Account for each and every transaction undertaken with the Card. These statutory charges, may be amended from time to time by the Government without prior notification to the Cardholder.
- 7.14 From and out of the sums deposited by the Cardholder to the credit of the Card Account, the statutory charges, the payments, charges and fees Due to the Bank, and cash advances obtained by the Cardholder respectively shall first be deducted in respect of each unsettled card statement and only the balance amount shall be applied in reduction of balances outstanding appearing in the card statement, on account of respective transactions performed by using the Card.

## **8. SUPPLEMENTARY CARDS**

The Bank may issue a Supplementary Card(s) at the request of the Cardholder to a party nominated by him/her at Bank's discretion. Both the Cardholder and the Supplementary Cardholder(s) will be jointly and severally liable for the use of the Card and of the Supplementary Card(s) whether their Card Accounts are combined or separate. Any Supplementary Cardholder(s) will be bound by the terms and conditions of this agreement. The Basic Cardholder may assign the same Credit Limit or a lower limit to the Supplementary Cardholders at his/her discretion.

- 8.1 (a) All communications sent or given to the Basic Cardholder or the Supplementary Cardholder is deemed to be sent or given to both.
- (b) The Basic Cardholder and each Supplementary Cardholder agree to be bound by all instructions and requests made or purportedly made by any of them or any third party authorized in writing by the Basic Cardholder to operate the Card Account, in which event the Basic Cardholder indemnifies the Bank from and against any loss, damage, claim, cost or expense of whatsoever nature arising out of the Bank having acted on the instructions of such third party authorized by the Basic Cardholder.

- 8.2 The Combined Credit Limit is applicable to the Basic Cardholder and all Supplementary Cardholders collectively; the Basic Cardholder and all Supplementary Cardholders must not carry out Card transactions in such a manner that the current balance respectively incurred by them exceeds the Combined Credit Limit.
- 8.3 Without prejudice to clause 20, we are hereby authorized by the Basic Cardholder to disclose, in our absolute discretion, particulars of the Basic Cardholder or the Card Account to the Supplementary Cardholder and to such other persons as we deem fit to make such disclosure in the course of enforcing our rights under this agreement or preliminary thereto.
- 8.4 The Basic Cardholder is entitled at any time to terminate the use of any Supplementary Card, and the Supplementary Cardholder may terminate the use of his/her Supplementary Card, at any time in accordance with clause 10.1. Unless and until we receive such Supplementary Card, we will not be bound by or accede to any instruction given by the Basic Cardholder or any Supplementary Cardholder to terminate the use of such Supplementary Card. The respective obligations and liabilities of the Basic Cardholder and the Supplementary Cardholder under this agreement will continue notwithstanding that the use of such Supplementary Card is terminated.
- 8.5 All undertakings, liabilities and obligations owing to us under this agreement by the Basic Cardholder and the Supplementary Cardholder will not be prejudiced or affected in any way by any dispute or counterclaim or right of set-off which the Basic Cardholder and the Supplementary Cardholder may have against each other.
- 8.6 The discharge or waiver of any liability of the Supplementary Cardholder for any reason will not prejudice or affect the undertakings, liabilities and obligations of the Basic Cardholder or our rights and remedies against the Basic Cardholder and vice versa.

## **9. USE OF ATM AND DEVICES**

- 9.1 Cardholders may use their respective Cards at ATMs and Devices which will accept the Card for transactions allowed by such machines on Cardholders Card Account and other Accounts held with the Bank.
- 9.2 The use of the Card to obtain facilities from the Cardholder's Current/ Savings Account through ATMs and Devices shall be subject to the prevailing terms and conditions governing all services/facilities and transactions related to the Card.
- 9.3 The Cardholders shall be responsible and liable for all transactions effected through ATMs and Devices by the use of the Card with or without knowledge or authority of the Cardholder. Where the Cardholder withdraws money through ATMs, from his/her Card Account or from his/her other Accounts, the Bank shall debit Card Account or the other respective Account as the case may be. Where Supplementary Cards are issued at the request of the Basic Cardholder, the Basic Cardholder along with the Supplementary Cardholder shall be jointly and severally liable to the Bank for any charges for use of the Card through the ATMs.
- 9.4 The Cardholder agrees that the Bank's records of all transactions of the Cardholder's Current/Savings Account shall be conclusive and binding on the Cardholder for all purposes.

9.5 Any dispute arising due to transactions performed at ATMs and Devices by Cardholder(s) will be investigated by the Bank and will be added to the liability of the Cardholder(s) unless proved otherwise to the satisfaction of the Bank. The report of a lost Card will not result in a suspension or cancellation of this liability as a PIN number has to be used for ATM transactions. Cardholder(s) have been specifically instructed to protect, secure and separate PIN from the Card and failure to do so is deemed as an acceptance of liability.

## **10. TERMINATION**

10.1 The Cardholder may terminate this Agreement at any time by providing written notice to the Bank. Where this Agreement relates to the use of a Supplementary Card(s), the Cardholder or the Supplementary Cardholder(s) may terminate this agreement [in so far as it relates to the use of the Supplementary Card(s)] by written notice to the Bank. The Cardholder or the Supplementary Cardholder(s) shall cut the said Card(s) and dispose the same securely.

10.2 The Bank may terminate this Agreement at any time by cancelling or refusing to renew the Card with or without prior notice and with or without cause. Unless and until such termination takes place the Bank may provide a new Card (Renewal Card) to the Cardholder from time to time.

10.3 The whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Card Account will become immediately due and payable in full to the Bank on termination of this Agreement or on the Cardholder's bankruptcy or death. The Cardholder or his Estate will be responsible for settling any outstanding on the Card Account and shall keep the Bank indemnified against all costs, charges, (including legal fees) and expenses incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to charge charges and other fees referred to in the clause 7 at its prevailing rate(s).

10.4 Cardholder and/or Supplementary Cardholder(s) shall be liable for any loss or cost which the Bank determines it has suffered as a result of any breach of this Agreement.

10.5 Notwithstanding the termination of this agreement by either party, the Cardholder shall continue to be liable for all further charges incurred by the use of the Card.

## **11. LOSS OF THE CARD/PIN/CARD VERIFICATION NUMBER OR OTHER SECURITY FEATURE**

The Cardholder must exercise all possible care to ensure the safety of the PIN, the Card and/or the Card Verification number and should prevent the PIN and/or the Card Verification number or other security feature becoming known to any other person.

11.1 The loss or theft of the Card, PIN and/or the Card Verification number should be reported immediately upon discovery of loss/theft by telephone, e-mail or fax to the Bank's Card Centre and in writing to the Police but in any such case the telephone, e-mail or fax message shall be confirmed in writing to the Bank. The Cardholder shall be liable for all amounts debited to the Card Account and pending transactions yet to be debited to the Card Account as a result of the unauthorized use of the Card, PIN and/or the Card Verification number until confirmation of its loss or the theft has been notified

properly and acknowledged by the bank and later confirmed in writing to the Bank. In the event the Cardholder recovers the lost or stolen Card(s) the Cardholder shall return the recovered Card(s) to the Bank immediately.

- 11.2 The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or the disclosure of the PIN/ Card Verification number and take all steps deemed necessary by the Bank to assist in the recovery of a missing Card.
- 11.3 The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to a handling fee which will be debited to the Card Account at a rate determined by the Bank and shall be issued at the Bank's discretion on the same terms and conditions or at varied terms and conditions as bank deems fit as the original Card.

## **12. GENERAL**

- 12.1 The Cardholder will notify the Bank's Card Centre promptly in writing of any changes in employment and/or in his/her office or residence address and telephone numbers, with documentary proof therefor.
- 12.2 Any notice given or correspondence with the Cardholder by post shall be sent to the latest address provided by the Cardholder to the Bank in writing and shall be deemed to have been received within 48 hours of posting.
- 12.3 The Bank shall have the right at its' absolute discretion to transfer, assign and sell in any manner, in whole or in part of the outstanding amount on the Card Account. The Cardholder hereby authorises the Bank to appoint third party collection agents for recovery of outstanding amounts. The Cardholder shall pay all the costs of collection of the outstanding amount with interest, legal expenses and collection agency charges, should it become necessary to refer the matter to a collection agency or to take legal action to enforce payment.
- 12.4 Whenever required by the Bank, the Cardholder shall furnish data concerning his/her financial position to the Bank. The Cardholder further authorises the Bank to verify information furnished. If the data is not furnished when called for, the Bank at its discretion, may refuse renewal of the Card or cancel the Card forthwith, if deemed appropriate, upon such cancellation, the total outstanding becoming immediately payable by the Cardholder to the Bank.
- 12.5 The Bank reserves the right to redirect the Cardholders statements and/or correspondence to another address designated on the application form in the event the Bank's mailings are returned and the Cardholder cannot be contacted.
- 12.6 Bank reserves the right to reduce the Credit Limit granted initially and/or to stop the renewal on the unsatisfactory conduct of the Card Account with or without prior notice to the Cardholder.
- 12.7 The rights and remedies provided in this agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 12.8 If the Cardholder disputes any transaction/s the Bank will investigate such disputes. However, if the Cardholder does not wish to pursue legal action or does not visit the Bank to assist in investigations or does not wish to observe Closed Circuit Television (CCTV) and other evidence or does not wish to

visit merchant outlets or ATMs in the course of the investigation the Cardholder may be held liable for all disputed transactions.

- 12.9 You consent to our recording of your telephone calls with us and to their use for any purpose as we deem fit including their use as evidence in any proceedings against you or any other person.
- 12.10 (a) No failure on our part to exercise and no delay on our part in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.
- (b) Any waiver by us of our rights or remedies in respect of any term of this agreement or any breach of this agreement on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.
- 12.11 Our records (including computer and microfilm stored records) of all matters relating to you, any Card transaction, your Card and/or your Card Account and/or yourself is conclusive evidence of such matters and is binding against you for all purposes, save for manifest error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to, at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever. We may, in our absolute discretion, microfilm or otherwise record in such manner as we may deem fit as well as destroy such microfilmed records at any time.
- 12.12 You understand that certain geographical regions are considered as high card risk regions depending on the prevalent trends/events by card issuers. Therefore, in case if travel abroad is expected, you undertake to notify the Bank the countries you intend to visit, and the dates of such visits in order for the Bank to take risk mitigation actions appropriate at that time. The Bank may block the card at its discretion in the event of any transaction that the bank deems to be suspicious. Bank will not be liable for any losses due to this actions.
- 12.13 Where applicable, a notification of a Card Transaction through Short Message Service (SMS), Internet Banking, Mobile Apps or any other channel is in doubt, the Cardholder/s undertake to notify the Bank immediately.
- 12.14 You understand that the Bank may, at its own discretion, randomly, request a confirmation of a specific transaction over the phone during its routine risk management monitoring, and agree to promptly respond to such request to the best of your knowledge. However the cardholder/s understand such action will not exclude cardholder's liability from the transaction.
- 12.15 You agree to be bound by all terms and conditions ("Other Terms and Conditions") governing the use of such facilities, benefits or services, which may from time to time be made available to you by us in connection with your Card Account, which may be amended or varied from time to time. If there is any conflict between this agreement and the other Terms and Conditions, then subject to clause 6.14 (iii), the former will prevail and apply and the latter will be deemed to be modified so far only as it is necessary to give effect to the provisions of this agreement, unless otherwise provided by this agreement nothing in this agreement will affect the validity and enforceability of our rights or remedies under the other Terms and Conditions which will continue to apply.

### **13. AUTHORIZATION AND INDEMNITY FOR TELEPHONE, FACSIMILE, E-MAIL, INTERNET BANKING, MOBILE APPS AND INSTRUCTIONS THROUGH ANY OTHER COMMUNICATION CHANNEL ACCEPTABLE TO THE BANK**

- 13.1 The Cardholder authorises the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication (the "Instructions") which may from time to time be, or purported to be given by telephone facsimile-mail, internet banking or mobile apps or any other communication channel acceptable to the bank by the Cardholder or on his/her behalf, without any inquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions. The Cardholder will accept the Bank's ruling on time/date of receipt of instruction as final.
- 13.2 The Bank shall be entitled to treat the Instructions as fully authorised by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the instruction is to pay money or otherwise to debit or credit any account, or relate to the disposition of any money or documents, or purports to bind the Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions.
- 13.3 In consideration of the Bank acting in accordance with the terms of this authorization and instructions the Cardholder hereby irrevocably indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and however arising out of or in connection with the Instructions.

### **14. DISCRETION**

- 14.1 Without prejudice to any of our rights and remedies, we are entitled, at any time in our absolute discretion and without giving any reason or notice, to refuse to approve any proposed Card Transaction notwithstanding that the current balance, if the proposed Card Transaction was debited thereto, would not have exceeded the Credit Limit.
- 14.2 Without prejudice and notwithstanding the other provisions of this agreement, the Bank may allow or approve any Card Transaction which will result in the current balance exceeding the Credit Limit.
- 14.3 Notwithstanding and without prejudice to the other provisions of this agreement, we are entitled at any time in our absolute discretion without notice and without giving any reason to: (a) suspend your right to use the Card entirely or in respect of specified facilities; and/or (b) increase or decrease the Credit Limit; and/or (c) refuse to re-issue, renew or replace the Card; and/or (d) introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities, privileges and add or remove delivery channels through which card transactions could be initiated, or you can inquire details or transactions of the card/s in respect of or in connection with your Card Account, whether specifically relating to you or generally to all or specific Cardholders.

- 14.4 (a) We may at your request or if and when we deem it appropriate at any time without incurring any liability or giving any reason, and upon giving you notice, change your Card Account number and for the Card number open a new Card Account and / or issue a replacement Card; and transfer the current balance and all credits (if any) from your original Card Account to the new Card Account. After we have given you such notice, you must immediately return to us the old Card cut in to two or more pieces. (b) Your obligations and liabilities under this agreement will not be affected or prejudiced by such change of your Card Account and this Agreement and all previous direct debit authorization instructions given to us by you in respect of your former Card Account will continue to apply to the new Card Account and we will continue to make such debits unless you otherwise notify us in writing.

## **15. EXEMPTION AND EXCLUSION**

- 15.1 The Bank accepts no responsibility for the refusal of any merchant establishment to honor or accept the Card, or to extend credit facilities to the full and authorised Credit Limit.
- 15.2 The Bank shall not be liable for any defect or deficiency in the goods and/or services rendered or purchased by the use of the Card or Card number. The Bank shall not be responsible for statements, words, pictures or other representations made or contained in any advertisements, books, magazines, periodicals, mail order forms, brochures or other documents in which goods and/or services are offered for sale or consumption. Complaints against the merchant should be resolved by the Cardholder with the merchant establishment and no claim by the Cardholder against the merchant establishment will relieve the Cardholder from any obligation to the Bank hereunder.
- 15.3 The Bank shall not be liable in any way to the Cardholder for any inconvenience, loss or embarrassment of whatsoever nature due to or arising from any disruption or failure or defect in any ATM or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond the control of the Bank or otherwise.
- 15.4 We are not liable if we are unable to perform our obligations under this agreement, due directly or indirectly to the failure of any machine or communication system, defect or damage of the Card, industrial dispute, war, Act of God, or anything outside our control or the control of our servants or agents. If we are unable to produce or send a statement of account to you for any reason whatsoever, we are not liable to you in any way and your liabilities and obligations under this agreement will not be prejudiced and will continue to accrue.
- 15.5 The Bank may select a date each month as the Statement Date and a Payment Due Date. If the Bank is unable to send a statement to the Cardholder, the Cardholder's liability shall continue including calculating finance charges due.
- 15.6 The Bank shall be entitled to honor any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed or encoded information contained on the Card. The Bank will not be obliged to verify signatures or contents of such charge records in this process.
- 15.7 The Cardholder agrees that the Bank's records, sales slips and the statement of account of all transactions shall be conclusive and binding on the Cardholder for all purposes.

- 15.8 The Bank shall not be held liable in any way to the Cardholder for any claims of whatever nature howsoever arising due to any failure or as a consequence of the services, products, or benefits provided by advertisers in the brochure, statements or publications of the Bank.
- 15.9 You agree that we have the absolute discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in this agreement, and we are not liable to you for any act, omission, neglect or willful default on the part of such agents, contractors and/or correspondents.

## **16. INDEMNITY**

You will fully indemnify us and hold us harmless against any loss, damage, liability, cost and expense (including legal costs on a full indemnity basis) which we may incur or suffer as a result of or in connection with your Card Account and/or this agreement, including without prejudice to the generality of the foregoing: (a) your breach of any of your obligations under this agreement; (b) the actual or attempted enforcement or protection of any of our rights and remedies against you and/or (c) any change in any law, regulation or official directive which has an effect on the Card, the Card Account and/or this agreement, and the same may be debited to your Card Account and/or shall be paid by you on demand. d) any loss and/or misdirection of data in transit electronically.

## **17. LEGAL ACTION**

If, for any reason, the Cardholder fails to comply with the terms and conditions of this agreement, the Bank may terminate this Cardholder Agreement and proceed to recover all amounts outstanding thereunder. The Cardholder shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

## **18. FOREIGN EXCHANGE REGULATIONS**

- 18.1 The Cardholder shall ensure that he/she uses the Card(s) at all times in accordance with the provisions of the Foreign Exchange Act and operating instructions made thereunder.
- 18.2 The Cardholder shall not use the Card(s) to purchase/import goods in commercial quantities and/or for capital transactions.
- 18.3 The Cardholder shall surrender the Card(s) to the Bank in the event the Cardholder migrates, leaves Sri Lanka for employment overseas or is deemed 'non-resident' as per definitions of Exchange Control Regulations in force at that time.
- 18.4 The Bank will comply with reporting requirements of the Director of Foreign Exchange or any other regulatory authorities as stipulated from time to time.
- 18.5 The Bank may on its own accord cancel the Card(s) without notice to the Cardholder(s) in the event the Bank has any reason whatsoever to believe that there has been a violation of the Exchange Control Regulations in force.

- 18.6. 1. Permission is herein granted for the purpose of Foreign Exchange Act No.12 of 2017 for a person in or resident in Sri Lanka to make payments in foreign exchange to a person resident outside Sri Lanka on his Electronic Fund Transfer Card (EFTC) subject to following terms and conditions.
2. (a) A payment on an EFTC to a person or an entity resident outside Sri Lanka may be made only for the following purpose.
- (i) Payment to be made abroad by a Cardholder for service of a personal nature including travel, accommodation, medical, living and educational expenses.
  - (ii) Payment for purchase of goods abroad for personal use.
  - (iii) Payment for import of goods into Sri Lanka for personal use subject to the prevailing foreign exchange regulations.
  - (iv) Payment of registration fees, examination fees and annual subscription fees of a personal nature payable to a foreign professional body or academic institution.
  - (v) Payment to be made in respect of insurance premium only for travel and health insurance of personal nature.
- (b) Any payment in foreign currency on an EFTC for any transaction which falls outside the purview of paragraph 2(a) shall require the prior written permission of the Director of Foreign Exchange, unless such payment is in respect of a permitted transaction made out of the funds lying to the credit of a Personal Foreign Currency Account (PFCA) or an Offshore account in an Offshore Banking Unit of a licensed Commercial Bank.
3. For the purpose of this Gazette notification, unless the context otherwise requires ‘Electronic Fund Transfer Card’ (EFTC) means a card or device that enables the user to transfer value in credit, debit or any other form and includes credit cards, debit cards and stored value cards. And ‘Personal use’ means “for the use of the Cardholder, his/her spouse and children and parents and does not include use for any commercial purpose”.

## **19. VARIATION OF TERMS**

19.1 The Bank reserves the right to alter these terms and conditions or to introduce new terms and conditions (including without limitation to revise Fees and Charges imposed hereunder or introduce new Fees and Charges) from time to time. The Cardholder will be deemed to have accepted without reservation such alteration upon using the Card after the date on which the same is to take effect. If the Cardholder does not accept such alteration, the Card along with any Supplementary Card(s) must be returned to the Bank for cancellation before the date upon which such alteration is to take effect.

19.2 The Cardholder will indemnify the Bank (notwithstanding any termination of this Agreement) against Card Transactions of his/ her Card and any Supplementary Card(s).

## **20. DISCLOSURE OF INFORMATION**

We may, whenever we consider it in our interest, at any time and without liability to you, whether before or after termination of your Card Account, disclose any information relating to you or any Card Transaction or your Card Account or any other account which you may have with us, to any third party as we may deem fit in our absolute discretion, including, without prejudice to the generality of the foregoing, our branches island wide, our servants, agents, correspondents, and/or independent contractors; any person authorized

by you to operate your Card Account, any person involved in facilitating, effecting, processing or providing any facilities or services in respect of or in connection with your Card Account and/or this agreement; any merchant, bank or financial institution; any government agency, statutory board or authority in Sri Lanka or elsewhere; and any other person to whom we consider it in our interest to make such disclosure.

## **21. RIGHT OF SET-OFF AND FUNDS HELD AS SECURITY**

21.1 (a) In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, at any time and from time to time without notice and without liability in any way to you, combine or consolidate any one or more accounts which you may have with us and set-off, hold, freeze, transfer or apply any monies standing to the credit of such accounts in or towards satisfaction of the Cardholder's liability to the Bank under this agreement.

(b) Where such combination, consolidation and/or set-off requires the conversion of one currency into another, we are entitled to effect such conversion at such time and rate of exchange in accordance with our usual practice and you must bear all exchange risks, losses, commissions and other bank charges which may thereby arise.

21.2 The Bank may require a Cardholder to place funds in a Sampath Bank Account as security when providing a Card. The Bank retains the right to set-off the Card outstanding against these credit balances with or without any notice to the Cardholder. If the Cardholder wishes to access these funds at any time he/she must notify the Bank in advance and the Bank will make a decision based on the Cardholder's credit conduct.

## **22. EFFECT OF THIS AGREEMENT**

22.1 Notwithstanding the termination of this Agreement, all provisions contained herein shall continue to have full force and effect against the Cardholder and any Supplementary Cardholder(s) with respect to any Card Transactions entered into and liabilities of the Cardholder and any Supplementary Cardholder(s) incurred thereunder.

22.2 Each of these terms and conditions shall be severable and distinct from one another and if at any time any one or more of such terms and conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby. The Bank reserves the right to amend or revise these terms and conditions at the Bank's sole discretion.

## **23. CASH ADVANCE**

23.1 Cash advances obtained by Cardholders from ATMS or Bank Branches or cash disbursing merchants or agents will be subject to ATM, Bank, merchant, agent, local or country limits and restrictions. Regulations of Central Bank and Department of Foreign Exchange will also apply.

23.2 You may obtain cash advances up to such limit as we may determine, whether or not such limit is notified to you.

23.3 This facility may be changed or withdrawn by the Bank without prior notice to the Cardholder.

## **24. LAW AND JURISDICTION**

This Agreement will be governed by and construed in accordance with the laws of Sri Lanka. These terms and conditions will automatically stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Central Bank of Sri Lanka. Your Card and Card Account may be used only for valid and lawful purposes. If you use, or allow someone else to use, the Card for any other purpose, you will be responsible for such use and may be required to reimburse, the Bank and the Payment Associations or any Institution that the Bank may enter into an agreement with regard to and operations of a Card for all amounts or expenses that the Bank or the Payment Associations or any other such institution pays as a result of such use.

## **25. EXCLUSION OF PRESCRIPTION**

The Cardholder/s agree that so long as any moneys or part thereof outstanding and due to the Bank in the Card Account the moneys which has not already been paid to the Bank by Cardholder/s or any of the liability of Cardholder/s and each them to pay the same shall subsist and the moneys or any part thereof due to the Bank as aforesaid shall be recoverable from and be the liability of Cardholder/s and each of the Cardholders jointly and severally or separately notwithstanding anything to the contrary herein or in any rule of law or equity or the Prescription Ordinance or any other statute contained and Cardholder/s hereby further agree that Cardholder/s or any of the Cardholders shall not plead the Prescription Ordinance or any of its provisions or any rule or statute or other law as a bar to the Bank suing Cardholder/s or any of the Cardholders for the recovery of the moneys herein mentioned or any part thereof.