

TERMS AND CONDITIONS OF CARGILLS INTERNET BANKING

Definition:-

“Internet Banking” means the Cargills Bank’s Internet Banking Application, which could be access using the Bank’s official website www.cargillsbank.com

Pursuant to my/our request / downloaded application, Cargills Bank Limited having provided me/us with the Internet Banking facility, I/we hereby agree to be bound by the terms and conditions given herein.

1. I/We am/are responsible for paying the charges for use of the Internet Banking as Cargills Bank may charge from time to time. Bank may change the charges for the Services at any time. I/We authorize the bank to deduct any such charges from any account in my/our name/s.
2. Authority is hereby granted to accept or act upon any instructions or messages received by the Bank through INTERNET BANKING which means coming from myself /ourselves (whether or not they have been given or authorized by me /us) and which are authenticated and accompanied by the Password issued and as such I/we accept full responsibility for all transactions and requests.
3. Under no circumstances will the passwords given to me/us will be disclosed or be availed to any third party/ unauthorized parties, and I/we undertake to inform the Bank immediately should the password fall into the hands of such unauthorized persons. Password shall mean the original passwords issued to me/us at the time of obtaining the INTERNET BANKING facility and subsequent passwords generated and issued by the Bank on my /our request, and substitution effected by me/us thereafter. Issuance will mean dispatch by the Bank by Registered Post/ by Courier (available for Non-Resident Sri Lankans) or handing over to me /us on personal identification by the Bank's Officers (for Residents) according to and on my /our request followed by duly signed acknowledgment by me /us.
4. I/We agree to accept the Bank's record of transactions as conclusive and binding for all purposes.
5. I/We undertake to inform the Bank immediately about any errors, discrepancies or omissions with regards to on line transactions made by me/us.
6. I/We shall accept the full responsibility for all transactions processed or effected by the use of Services howsoever affected.
7. I /We agree that some requests/ instructions given by me /us are subject to authorization by an officer/s of the Bank, and therefore may not be immediately and automatically affected. I/we further agree that the Bank reserves the right to modify, halt, and defer processing instructions given by me/ us with or without prior notice to me /us.
8. In the case of the account being a joint account, all parties to the account shall be jointly and severally liable for all transactions arising from the use of the INTERNET BANKING.
9. I /We do hereby agree and irrevocably hold Cargills Bank Limited indemnified and save harmless against any losses, charges, suites, claims, expenses and damages that Cargills Bank Limited shall or may be caused, sustained, incurred or suffered by reasons of my/our using INTERNET BANKING 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 requests and/or subsequent passwords to my /our User ID, at my /our written request and/ or any substitution effected by me /us.
10. The Bank has the liberty to terminate the facility at any time without notice to me /us by cancelling the facility.
11. All rules and regulations pertaining to the operation of current, savings or any other account shall be applicable to INTERNET BANKING facility
12. I/We hereby understand that the Bank reserves the right to vary the given terms and conditions and fees /charges applicable at any time without prior notice.
13. I am /We are aware that it is my /our responsibility to obtain and maintain any equipment that may be necessary for using INTERNET BANKING, in proper working condition and with adequate safeguards against malicious threats to such equipment or to INTERNET BANKING.
14. The INTERNET BANKING system will remain the property of the Bank at all times and will be subjected to the scrutiny periodically and may be withdrawn by the Bank at its absolute discretion.
15. 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 goods or services such offered.
16. This agreement shall be governed and construed in accordance with the laws of Sri Lanka.
17. The customer undertakes to notify the bank immediately of any known or suspected unauthorized access to the customer’s account(s) via the banks INTERNET BANKING system or unauthorized transactions and in the event of such notification the Bank shall take necessary steps to avoid loss or damage to the customer by such unauthorized access or transaction. Provided however that the bank shall not be liable for any loss or damage caused to the customer in the absence of any wilful default on its part.

TERMS AND CONDITIONS OF CARGILLS BANK'S MOBILE BANKING FACILITY

Definition:-

“Mobile Banking” means the Cargills Bank

“Mobile Banking” means the Cargills Bank’s Mobile Banking Service/ Facility (which also includes “Cargills Cash”) which can be used by downloading the Mobile Banking Application (hereinafter referred as “Mobile APP”) to any Smart mobile device (Android/ iOS) or non-smart mobile device via GSM (Global System for Mobile communication) encrypted USSD (Unstructured Supplementary Service Data) mode or via Cargills Bank agent outlets, through which a customer can access stipulated set of our Mobile Banking services.

“Cargills Cash” includes mobile banking features such as funds transfers, bill payments, purchase of goods and services, balance inquiry etc. and cash deposits and withdrawals at Bank’s Agent outlets.

Pursuant to my/our request/ downloaded application and or usage of “Cargills Cash, I/we hereby agree to be bound by the terms and conditions given herein.

1. I/We understand that Cargills Bank’s Mobile Banking service is for my/our use only.
2. Under no circumstances will the passwords given to me/us will be disclosed or be availed to unauthorized parties, and I/we undertake to inform the Bank immediately should the password fall into the hands of such unauthorized persons. Password shall mean the original passwords issued to me/us at the time of obtaining Mobile Banking facility and subsequent passwords generated and issued by the Bank on my/our request, and substitution effected by me/us thereafter. Issuance will mean dispatch of password by the Bank or handing over to me/us on personal identification by the Bank’s Officers or handing over to a third party on my/our request followed by duly signed acknowledgment by me/us.
3. I/we am/are aware that it is my/our responsibility to obtain and maintain any equipment that may be necessary for using Mobile Banking, in proper working condition and with adequate safeguards against malicious threats to such equipment or to the Mobile App.
4. To use Mobile Banking, I/we must obtain and maintain, at my/our expense, a supported mobile device with compatible hardware and software as specified by Cargills Bank from time to time and a suitable data service. Bank does not guarantee that my/our particular mobile device, mobile device operating system or data service will be compatible with Mobile APP of Cargills Bank and Bank is not responsible for any third party software I/we may need to use Mobile Banking.
5. The Mobile APP is designed to allow me/us to view activity, transfer money, pay bills, send money to none Cargills Bank customers/individuals and perform withdrawals at Bank Agent and make purchases at Merchants via the Mobile APP installed on my/our supported mobile device. The Mobile APP is considered part of the Service.
6. I/We understand that Services is made available to Cargills Bank customers at the sole discretion of Cargills Bank and may not be available to all Cargills Bank customers.
7. I/we undertake to inform the Bank immediately about any errors, discrepancies or omissions with regard to transactions made by me/us.
8. I/We understand that it is my/our responsibility not to leave the mobile device unattended, not to run other programs while logged into Mobile APP , and to log out of the service when the transactions are completed.
9. In the case of the account being a joint account, all parties to the account shall be jointly and severally liable for all transactions arising from the use of the Mobile Banking.
10. I/We understand that it is my/our responsibility to inform the Bank immediately if the primary mobile number is changed for any reason.
11. I/we do hereby agree and irrevocably hold Cargills Bank indemnified and save harmless against any losses, charges, suites, claims, expenses and damages that Cargills Bank Limited shall or may be caused, sustained, incurred or suffered by reasons of my/our using Mobile Banking 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 requests and /or subsequent passwords to my User ID, at my/our written request and/ or any substitution effected by me/us.
12. I/We agree and undertake to take full responsibility for all transactions done using my/our Mobile number, Account number and NIC number at the Cargills Bank’s agent’s outlets.
13. All rules and regulations, Terms and Conditions pertaining to the operation of current, savings or any other account shall be applicable to Mobile Banking.
14. I/we hereby understand that the Bank reserves the right to vary the given terms and conditions and fees /charges applicable at any time without prior notice. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services.
15. 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 goods or services such offered.
16. Bank reserves the right to terminate, modify, add and remove features from the Service at any time at Bank’s sole discretion. Bank will notify me/us of any material change via one or more methods. Further, Cargills Bank

- reserves the right, in its sole discretion, to change, modify, add, or remove portions from Mobile Banking My/Our continued use of Mobile Banking will constitute my/our acceptance of and agreement to such changes.
17. When using Mobile APP, I/we may experience technical or other difficulties. Cargills Bank does not assume responsibility for any such difficulties or any resulting damages that I/we may incur. For security reasons, Mobile APP has qualification requirements, and the Bank reserve the right to change the qualifications at any time without prior notice. Bank reserve the right to change, suspend or discontinue the Service, in whole or in part, or my/our use of Mobile Banking, in whole or in part, immediately and at any time without prior notice to me/us. Bank reserve the right to limit the number of Mobile Devices through which I/we may access the Service.
 18. I/We am/are responsible for: (i) maintaining the confidentiality and security of my/our Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by me/us to access Mobile Banking (collectively, "Access Information"); and (ii) preventing unauthorized access to or use of the information, files or data that I/we store, transmit or use with Mobile Banking I/We agree not to supply my/our Access Information to anyone. I/We will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by me/us and to debit my/our account/s with the Bank. I/We agree to immediately notify the Bank if I/we become aware of any loss, theft or unauthorized use of any Access Information, including my/our Mobile Devices. Bank reserves the right to deny me/us access to Mobile Banking (or any part thereof) if Bank believe that any loss, theft or unauthorized use of Access Information has occurred.
 19. Bank reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by the Bank) that I/we transact using the Mobile Banking and to modify such limits from time to time. If I/we attempt to initiate a transaction in excess of these limits, Bank may reject my/our transaction. If the Bank permit me/us to make a transaction in excess of these limits, such transactions will be subject to the terms of this Terms and Conditions, and the Bank will not be obligated to allow such transactions at other times.
 20. In the event of dispose of or changing the mobile device, it is my/our responsibility to delete the mobile Banking application (MOBILE APP) in the unit to prevent unauthorized access.
 21. I/We understand that any complaints and/or disputes with regard to any transaction or related matter with Mobile Banking may be communicated to the Bank in the following manner
Phone: 011 7640000
Fax: 011 7640215
Email: customersupport@cargillsBank.com
Letters: No: 696, Galle Road, Colombo 03.
 22. The Terms and Conditions herein contained together with any amendments from time to time shall be binding upon me/us and my/our successors, heirs, executors, administrators or permitted assigns as the case may be.
 21. The Service will remain in full force until terminated by either party for any reason. I / We understand that the Bank has the authority to terminate Service if I/we use the facility for any unauthorized or illegal purposes or used in an inconsistent manner with the terms of the agreement I/we entered into.
 22. The Mobile Banking Service and Mobile APP will remain as a property of the Bank at all times and will be subjected to periodic scrutiny and may be withdrawn by the Bank at its absolute discretion.

This agreement shall be governed and construed in accordance with the laws of Sri Lanka.