

Terms and Conditions

Important: Before you sign or use the enclosed Card from Cargills Bank PLC [CB/Bank], please read the Cardholder Agreement carefully. By accepting and/or signing and/or by using the Card, you accept the Terms and Conditions set out below and will be bound by them.

1 Definitions:

- a) Account(s) – means savings and / or current account(s) held by individuals at CB including the primary account which is designated by CB at the request of the Accountholder to be eligible for the valid operations of the Card.
- b) Accountholder – means an individual(s) who hold(s) an account with CB.
- c) Account Statement – means the periodic statement of Account(s) sent by CB to an Accountholder setting out the Transactions (including Card Transactions) carried out and balance in the Account as on that date, and any other information as CB deem fit to include.
- d) ATM - means automated teller machines. Reference to automated teller machines in the Terms and Conditions include any similar machine (inside or outside the country in which the Card was issued) forming part of a network which may be operated through the use of the Card.
- e) Bank – means Cargills Bank PLC, its successors and assigns.
- f) Card – means Debit Card issued by the Bank.
- g) Cardholder – means an Accountholder to whom a Card is issued by the Bank.
- h) Card Usage Limit – means the limit authorized by the Bank per Card per day, that the Cardholder can utilize at a Point of Sale terminal of a Merchant and the authorized limit of withdrawal at an ATM.
- i) Merchants – means establishments, wherever located, which honour the Debit Card or are willing to accept the Debit Card as a payment instrument for purchase of goods and services.
- j) Overseas Transactions – means Transactions done out of Sri Lanka.
- k) PIN – means the personal identification number given by the Bank or chosen by the Cardholder for use with the Card.
- l) Transaction – means any transaction (such as cash withdrawals, transfer of funds, payment at point of sale, purchase of goods and/or services over the internet, etc) made by the use of the Card including applicable fees.
- m) T-PIN – means the telephone personal identification number given by the Bank or chosen by the Cardholder for identification purposes with the Bank, over the telephone. This facility will be made available at the discretion of the Bank.
- n) OTAC – means the over the air code sent via SMS by the Bank for use with the Card.
- o) Third Party Service Provider – means a third party with whom the Bank may liaise with to provide extended benefits and/or services through the Card.

2 Applicability of Terms & Conditions and Statutory Compliance:

2.1 All facilities made available by the Bank to any person on or in connection with the Card is subject to the Terms and Conditions set forth in this agreement. The Terms and Conditions, and stipulations contained in any other program which is in force and as maybe amended from time to time, which the Cardholder conclusively evidences his/her acceptance by placing his/her signature on the Card and/or on making use of the Card.

2.2 Use of the Card must be in strict accordance with all the applicable laws, relevant exchange control regulations of Sri Lanka, and any policies and regulations as applicable and as amended from time to time.

2.3 Cardholder shall not use the Card(s) to purchase/import goods in commercial quantities or for capital Transactions.

2.4 In the event use of the Card necessitates Electronic Fund Transfer (EFT) or withdrawal from ATMs in a foreign currency, it will be subject to the regulations issued by the Department of Exchange Control from time to time and will be for authorized purposes only.

2.5 The Bank is required to comply with the requirements of the controller of exchange and/or other regulatory authorities as stipulated from time to time and may in pursuance thereof disclose Transaction information to relevant authorities under the laws and regulations of the Democratic Socialist Republic of Sri Lanka.

2.6 The Cardholder shall be responsible for all Transactions effected by the use of the Card, whether or not the Transactions were authorized by the Cardholder and shall indemnify the Bank for the loss or damage caused by any unauthorized use of the Card or related PIN and or OTAC and or T-PIN including any penal action arising on account of violation of any applicable laws and regulations including exchange control laws and regulations of Sri Lanka.

2.7 The Bank may, on its own accord, cancel the Card(s) without notice to the Cardholder(s) in the event that the Bank has any reason whatsoever to believe that there has been a violation of the exchange control regulations or any other statutory regulations in force at the time of such cancellation.

2.8 The Account shall be debited with the amount of any withdrawal, transfer and/or any other Transactions effected by the use of the Card. The Cardholder shall be required to maintain sufficient funds in the Account to meet the Transactions. In the event the Cardholder desires to change the Account he/she shall request from the Bank in writing for same.

2.9 In the event the Account is a joint account; each account holder may be eligible to request for a Card and all Accountholders of the joint account shall be jointly and severally liable for the Transactions effected by the Card(s).

3 Card Services:

The Cardholder shall sign on the reverse of the Card immediately on receipt and the signature on the Card shall be identical to the one contained on the Account related documents.

The Card is not transferable.

4 Delivery of the Card:

The Card will be couriered, sent through registered post or collected over the counter by the Cardholder, or an authorized third party. When the Cardholder receives the Card(s), he/she shall produce proof of his/her identity and acknowledge receipt immediately by duly signing the acknowledgement slip provided. The 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 from the time the Card is accepted by the Cardholder or the person authorized on his/her behalf. The Bank may at its discretion hand over the Card to a third party determined by the Bank or its representative to be the representative of the Cardholder. The Cardholder shall be liable for all charges on the Card from the time the Card is delivered.

5 Use of the Card:

5.0.1. The Cardholder shall at all times keep his/her PIN, OTAC and T-PIN confidential and separate from the Card, and also shall ensure that the Card is kept in a safe place and is not used by any other individual. The Cardholder shall be fully liable for all Transactions made with the Card and/or PIN and/or OTAC and/or T-PIN, whether with or without the knowledge of the Cardholder.

5.0.2. The Bank may at its discretion reduce or enhance the Card Usage Limit and the Bank shall not be liable for any consequences arising out of any loss and /or damages and/or injury to reputation suffered by the Cardholder on account of such change to the Card Usage Limit.

5.0.3. The Card may only be used on or prior to the last date of the month embossed/indented on its face.

5.0.4. The Cardholder agrees that he/she has made a standing request that, subject to the sole discretion of the Bank, renewal and/or replacement Cards be issued to each Cardholder until such time the Bank is notified in writing by the Cardholder to the contrary. The Bank reserves the sole right of renewing the Card facility on expiry, loss, damage, or theft of the Card.

5.0.5. The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card(s) and the Bank.

5.1 ATM Usage

5.1.1 The Card can be used at Bank's ATMs and ATMs of other banks worldwide, which are on Lankapay, MasterCard, Maestro and Cirrus ATM network.

5.1.2 As a security feature, the Card issued will be initially inactive for use at ATM. In order to activate the Card for Transactions at ATM, the Cardholder will be required to call the Bank's Call Centre.

5.1.3 The OTAC sent by the Bank is not the PIN number. The Cardholder must generate the PIN number by using the OTAC through Cargills Bank Internet Banking or Cargills Bank Mobile Banking or at any Cargills Bank ATM.

5.1.4 The Cardholder will not be able to perform Cash Withdrawals from ATMs with the Card unless the Cardholder uses the PIN issued by the Bank.

5.1.5 The Bank may at its discretion withdraw temporarily or terminate the ATM fund transfer facility and all fund transfer facility for all types of Transactions. The Bank also reserves the right to change the maximum per day limit for fund transfers, purchases and cash withdrawals through ATMs.

5.1.6 Cash withdrawals performed by the Cardholder other than at Bank's ATMs will be subject to a cash withdrawal fee as per the prevailing tariff of charges which will be debited to the Account.

5.1.7 For all cash withdrawals at a Bank ATM, any statement issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by the Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.

5.1.8 The Cardholder shall not hold the Bank liable, responsible or accountable in anyway whatsoever for any loss and/or damage arising or caused due to any malfunction or failure of the Card or the ATM or insufficient funds in the ATM.

5.1.9 The Bank shall at its absolute discretion limit the Card Usage Limit for withdrawal of cash at ATM using the Card and the Cardholder will be able to withdraw cash from the ATM only up to such limit.

5.2 Merchant Usage

5.2.1 The Card is valid worldwide and is for electronic use only and will be accepted only at Merchants which will have an electronic point of sale swipe terminal; however, the Bank and the Merchants concerned reserve the right, at any time, to refuse the use of the Card at a Merchant for any reason whatsoever. The Card may be used only for bona fide personal or official purposes and its use is not permitted to be exploited commercially in the business of the Cardholder. It is clarified that charges incurred may, in the case of some Merchants, include a fee for availing of the purchase or other facility.

5.2.2 As a security feature, the Card issued will be initially inactive for use at Merchant. In order to activate the Card for Transactions at Merchant, the Cardholder will be required to call the Bank's Call Centre.

5.2.3 Whenever the Card is used to make payments at Merchant, the Cardholder must sign the sales slip and retain the Cardholder copy. Normally, the Bank shall not provide copies of sales slips to the Cardholder. However, at the sole discretion of the Bank, copies may be provided on payment of additional fees as determined by the Bank.

5.2.4 The Cardholder accepts that the Bank may selectively agree to provide him with the facility of effecting mail order or telephone order purchases or Transactions through internet, and in such cases, the sales slips will not be signed by the Cardholder at the time of Card utilization. Any such dispute regarding such Transaction shall be a matter between and will be settled by the Cardholder and the concerned Merchant. The Bank shall not be liable, in any manner whatsoever, for the same.

5.2.5 The Bank accepts no responsibility for refusal of any Merchant to honour the Card.

5.2.6 A purchase and subsequent credit for cancellation of goods/services are two separate Transactions. The refund will be only credited to the Account (less cancellation charges if applicable) as and when is received from the relevant Merchant. If the credit is not posted to the Account within 30 days from the day of refund, the Cardholder should notify the Bank along with a copy of the credit note from the Merchant.

5.2.7 Transactions at Merchant will be effected by debit to the Account. In case this Account does not have sufficient funds to honour the Transaction the Bank will not honour the Transaction even if the necessary funds are available cumulatively or severally in other accounts linked to the Card if any, unless the Cardholder has specifically selected sweep in sweep out facility on to the Account to link another Account of the Cardholder.

5.2.8 The Bank shall at its absolute discretion limit the Card Usage Limit of the Cardholder and the Cardholder will be able to utilize the Card only up to such Card Usage Limit at the Merchant.

6 Card to be used Overseas:

The Card is valid internationally at Merchants and if its usage exceeds the entitlements as per the guidelines of the Department of Exchange Control, then the Cardholder undertakes to obtain the requisite permission from Department of Exchange Control and to comply with Department of Exchange Control requirements.

7 Eligibility of Cardholders to hold a Card

A Cardholder who falls within the eligibility criteria of CBSL regulations may hold and/or use the Card. The Cardholder shall use the Card only for the purposes mentioned in such CBSL regulations which may be amended from time to time. In the event the Cardholder subsequently becomes non-eligible to hold and/or use the Card as per the CBSL regulations and/or guidelines, he/she shall immediately cancel and surrender the Card to the Bank.

8 Transactions in Foreign Currency:

8.1 Transactions which are effected in currencies other than Sri Lankan Rupees will be debited to the Account after conversion into Sri Lankan Rupees at an exchange rate determined by the Bank.

8.2 The Bank will convert all foreign currency Transactions into the billing currency, using the prevailing exchange rate maintained by the Bank for such currency. In respect of all foreign currency Transactions, a conversion factor may be added to the converted amount.

9 Expiry of Cards:

The Card will be valid until the expiration date printed on its face and/or closure of the Account. Renewal of the

Card shall be as provided in Clause 5.0.4.

10 The Card Remains Property of the Bank:

The Card shall at all times remain the property of the Bank and shall be returned to the Bank unconditionally and immediately upon the Bank's request.

11 Fees & Charges:

11.1 The Cardholder agrees to pay to the Bank upon the request of the Bank, a joining fee as prescribed by the Bank for the Card when issued.

11.2 Annual fees are payable for use of the Card and shall be debited to the Account at such rates as the Bank communicates to the Cardholder.

11.3 When the Card is couriered to an overseas address, the Bank will debit a handling fee to the Account.

11.4 Other Card related charges will be debited to the Account from time to time per the prevailing tariff.

11.5 The Bank may charge the Cardholder and debit the Account a handling fee at a rate to be determined by the Bank. This fee will be in addition to any postage charges that may be charged by the Bank.

11.6 The Bank reserves the right to charge a fee for any extra service carried out at the request of a Cardholder and to debit the Account with such fee.

11.7 Any fee reductions or waivers that may be offered by the Bank from time to time may be withdrawn or restricted by the Bank at any time at its discretion.

11.8 Purchases of petrol, diesel, gas and such supplies available at petrol stations in Sri Lanka are subject to a handling fee, which will be debited to the Account at a rate to be determined by the Bank.

11.9 When an airline ticket is booked using the Card, the Cardholder shall be required to pay for the purchase of airline ticket subject to any additional charges (if applicable) and the same shall be debited to the Account. In the event the Cardholder has subsequently cancelled the airline ticket, and if a refund is due to the Cardholder subject to cancellation policy of the Merchant, such amount shall be credited to the Account after deduction of cancellation charges and upon receipt of a request by the Bank from the Cardholder and receipt of credit by the Bank from the Merchant.

11.10 The Bank may at its sole discretion debit the Account for any surcharge, commission and /or fee a Merchant may charge on a Transaction.

12 Disputes:

12.1 Any sale slip or other payment requisition received from a Merchant shall be conclusive proof that the amount recorded on such requisition was properly incurred at the Merchant, by the use of the Card except where the Card has been lost, stolen and properly informed to the Bank as per Sections 18.1 and 18.2. The burden of proving fraudulent use of the Card shall be on the Cardholder.

12.2 The sale slip referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Cardholder at a Merchant by use of the Card, such as miscellaneous hotel charges etc. Signature of the Cardholder on such sale slip together with the Card number noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed or to be availed to the Cardholder's satisfaction.

12.3 The Cardholder may be informed of all Transactions carried out using the Card by an Account Statement and/ or a SMS (Short Message Service). Should the Cardholder disagree with a Transaction informed to the Cardholder through a SMS the Cardholder shall, within 48 hours of receipt of same, communicate to the Bank and in the event

the Cardholder disagrees with a Transaction indicated on the Account Statement, the same shall be communicated to reach the Bank within 20 days from the Account Statement generated date. Failure of such communication by the Cardholder to the Bank, shall be construed as that all entries including Account irregularities and Account Statements are entirely in order. The Bank shall make bona fide and commercially reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable Transaction indicated on these Account Statements on receipt of the notice of disagreement. If after such effort, Bank determines that the Transaction indicated on the Account Statement is correct, then the Bank shall communicate the same to the Cardholder along with details including a copy of the sales slip or payment requisition.

12.4 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.

13 Dishonour of the Card:

The Bank gives no guarantee that the Card will be honoured by any particular Merchant and accepts no responsibility for refusal by any Merchant to honour the Card.

14 Change of Name and Address:

The Cardholder must inform the Bank of any change in the name or address, by writing to the Bank's Card Centre.

15 Quality of Goods and Services:

The Bank shall not in any way be responsible for merchandise, warranty or services purchased or availed by the Cardholder from Merchants including on account of delay in delivery, non-delivery, and non-receipt of goods or receipt of defective goods from mail order placed by the Cardholder. It must be distinctly understood that the Card facility is purely a facility to the Cardholder to purchase goods or avail of services and the Bank holds no warranty or makes no representation about quality, quantity, delivery or otherwise howsoever regarding the goods or services, and the Cardholder with the Merchant must resolve any dispute. The existence of a dispute shall not relieve the Cardholder of the obligations to the Bank, notwithstanding any of his/her objections to the Bank pending dispute or claim whatsoever.

16 Exclusion of Liability:

16.1 The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- a) Any defects in any goods or services supplied by a Merchant;
- b) The refusal of any person/Merchant to honour or accept a Card;
- c) The malfunctioning of any computer terminal, ATM machine and/or Point of Sale (POS) machine;
- d) The giving of Transaction instructions other than by a Cardholder;
- e) Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction with such a request;
- f) Handing over of the Card by the Cardholder to any person other than designated employees of the Bank;
- g) The exercise by the Bank of its rights to demand and procure the surrender of the Card prior to the expiry date embossed on the face of the Card, whether such demand and surrender is made and/or procured directly by the Bank or an agent of the Bank;
- h) The exercise by the Bank of its right to terminate and or block the Card;

i) The Bank exercising its right to change the Card Usage Limit

j) Any injury to the reputation of the Cardholder alleged to have been caused by the Bank by its request to return the Card or the refusal of any Merchant to honour or accept the Card

j) Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Section 19;

k) Decline of a fee for any reason whatsoever.

16.2 The communications and arrangements for various services are provided by a Third-Party Service provider and/or contractors of such Third-Party Service provider and are paid for by either such Third-Party Service provider or by the Bank. The Cardholder is responsible for the cost of any and all such services used. Assistance is provided on a best effort basis and may not be available due to problems of time, distance or locations. The insurance, medical and/or legal professionals suggested and/or designated by Third Party Service providers are not their employees or employees of contractors of Third Party Service providers. Therefore, they are not responsible for the availability, use, acts, omission, or results of any insurance, medical, legal or any other services. The Bank does not accept any responsibility or liability of whatsoever nature for the arrangement or use of services provided or for the acts or omissions of any of the aforementioned parties.

17 Disclosure of Information:

Subject as hereinafter provided in this Section 19, the Bank shall preserve the confidentiality of all details of Transactions or dealings between the Cardholder and the Bank to the extent required by law. Notwithstanding the foregoing, the Cardholder hereby authorizes the Bank to provide information about the Cardholder and/or the Account(s) to:

a) Any bank or financial institution, or credit bureau or common service provider who manages a credit bureau or database of defaulting customers;

b) Any actual or proposed assignee of the Bank or participant or sub participant in or transferee of any of the Bank's rights in relation to this agreement or the Account;

c) Any agent, contractor or service provider under a duty of confidentiality to the Bank or to any related company;

d) Any supervisory or regulatory authority;

e) Anyone when ordered to do so in accordance with the laws of Sri Lanka;

f) Any office or branch of any company associated with the Bank for commercial use; or

g) MasterCard International Incorporated or any of its affiliated companies or any other party at the discretion of MasterCard International Incorporated;

h) Cargills Ceylon, CT Holdings and/or any other company within the Cargills Group.

18 Lost Card Liability:

18.1 If a Card is lost or stolen, the Cardholder must immediately inform the Bank's Call Centre in Sri Lanka. The Cardholder must also file a report with the local police/law enforcement agency where the loss/theft occurred. The Cardholder will be liable for charges incurred on the Card until the Bank's Call Centre in Sri Lanka is notified of the loss.

A Cardholder may report a Card lost over the telephone, duly supported thereafter by sending to the Bank's Call Centre a copy of the notarized affidavit confirming loss of the Card and disclaiming the charges, if any, and also sending to the Bank signed copy of the report lodged with the local police authorities/law enforcement agencies where the loss occurred. The Bank may, upon adequate verification, temporarily suspend or block the Card and will not be liable for any inconvenience caused to the Cardholder on this account. The Cardholder shall be liable for all amounts debited to the Account and pending Transactions yet to be debited to the Account, as a result of the

unauthorized use of the Card until effective notification is given to the Bank's Call Centre in Sri Lanka. Once a Card is reported lost, stolen or damaged, the Card should not be used again even if found subsequently, as it may result in dishonoured Transactions. The Cardholder declares that if a Card is reported lost, stolen or damaged and is subsequently found, the Cardholder shall be solely responsible for invalidating the Card by surrendering the same to the Bank. The Cardholder is responsible for the security of the Card at all times and shall take all steps towards ensuring the same.

18.2 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 and take all steps deemed necessary by the Bank to assist in the recovery of the missing Card.

18.3 With regard to lost Cards, the Bank may levy a fee to cover the administrative costs in informing the MasterCard network.

18.4 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 Account at a rate to be determined by the Bank and shall be issued where the Bank so determines on the same Terms and Conditions as the original Card.

18.5 In the event the PIN and/or OTAC and/or T-PIN is lost, stolen or disclosed to any other party, the Cardholder shall immediately notify such loss or disclosure together with the particulars thereof to the Bank as in Sections 18.1 and 18.2.

19 Breach:

In the event of any breach of this agreement by any Cardholder:

Notwithstanding any other provision of this agreement, the Cardholder will indemnify the Bank for any loss to the Bank directly or indirectly resulting from such a breach.

20 Termination:

20.1 The Cardholder may at any point of time request termination of the Card, by providing written notice to the Bank accompanied by the return of the Card

20.2 Such a notice will not take effect until the Card has been cut into four pieces, ensuring that the magnetic strip has been cut, and has been received by the Bank.

20.3 Save as aforesaid, the Cardholder may not terminate the Card.

20.4 In the event Transactions are performed on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable for such charges, whether or not the same are the result of the misuse and whether or not the Bank has been informed.

20.5 The Bank may at any time, with or without notice, as to the circumstances in the Bank's absolute discretion require, terminate/withdraw the Card or any other services offered without assigning any reason. On termination of the Card and notwithstanding any prior agreement between the Bank and the Cardholder to the contrary the Cardholder's right to use the Card will immediately cease; and

20.6 In the event that the Cardholder decides to close the Account with the Bank, the Card issued on such Account would automatically stand cancelled. The Cardholder must immediately cease to use the Card and destroy and return the Card linked to such Account. In the event, there are outstanding Transactions that have not yet been debited to the Account, the same will be netted off from the balance prior to returning the funds in the Account to the Accountholder by the Bank.

20.7 The Bank shall be entitled to terminate the Card with immediate effect and the Card shall be returned upon the occurrence of any of the following events:

- (a) Failure to comply with the Terms and Conditions herein set forth;
- (b) An event of default under any agreement or commitment (contingent or otherwise) entered in to with the Bank;
- (c) The Accountholder(s) becoming the subject of any bankruptcy, insolvency proceedings or proceedings of similar nature;
- (d) Demise of the Cardholder;
- (e) Closure of the Account or failure to maintain the minimum average balance in the Account.

21 Amendments:

The Bank reserves the right to amend (including the right to add, vary, modify, substitute or delete) any terms of this agreement from time to time. Notice of such amendment maybe given to the Cardholder by way of a narrative in or enclosed with the Account Statement or by publication of such amendment in one or more newspapers published in Sri Lanka, or in the notice board at the Bank or Bank's branches or the Bank's website. The Cardholder shall be deemed to have accepted without reservation such amendment upon using the Card after the date the amendment becomes effective. If the Cardholder does not accept such amendment, the Card must be returned to the Bank for cancellation before the date upon which such amendment is to take effect.

22 Notices:

The Bank may send any notice to the Cardholder by prepaid post to the usual or last known address of the Cardholder, and such document shall be deemed to have been duly served, upon dispatching to the given address. Any information or intimation relating to the Card stated on or made a part of the Account Statement shall also deem to be a notice under this agreement.

The Cardholder must send or confirm any notice to the Bank by prepaid post to the following address:

Cargills Bank PLC
Head Office
No 696, Galle Road
Colombo 03

The Cardholder may contact the Bank's Call Center in Sri Lanka by calling the following number:
+94(011) 7 640 640

23 Expenses of Enforcement:

The Cardholder shall be liable to indemnify the Bank in respect of any and all expenses incurred by the Bank in enforcing or attempting to enforce these Terms and Conditions including all legal fees and disbursements on a full indemnity basis.

24 General

24.1 In accepting the Card the Cardholder shall be subject to the Banks prevailing General Business Conditions governing all services, facilities and Transactions Performed by the Card.

24.2 Loyalty programs, if any, available to the Cardholder will be governed by separate Terms and Conditions as may be applicable for such programs.

24.3 Merchants may not honour the Card when such Merchants organize and conduct a discount or reduction sale in respect of their merchandise or service.

24.4 The Bank has the right to change this agreement at any time and will notify the Cardholder of any changes. The Bank will consider that the Cardholder has accepted the changes if the Cardholder continues to keep or use

the Card after receipt of notice. If the Cardholder does not accept the changes, the Cardholder may terminate this agreement, by cutting the Card diagonally across in half in such manner to cut the magnetic strip and return the pieces to the Bank. The Cardholder shall continue to be liable and responsible for all fees and Charges made before such termination.

24.5 Where the Bank is aware of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the Accounts or in connection with the use of the Card, the Bank may, at its sole and absolute discretion without assuming any liability, decline authorization for any Transaction and in such an event the Bank will to the extent possible inform the Cardholder as soon as possible.

24.6 The Bank shall not be liable for any loss or damage including any consequential or indirect loss or damage arising or in connection with the issue/use/loss of the Card and/or PIN and/or OTAC and/or T-PIN however caused.

25 Law and Jurisdiction:

This agreement will be governed by and construed in accordance with the laws of Sri Lanka. This agreement will automatically stand amended if law, government regulations or instructions issued by the Central Bank of Sri Lanka or any other statutory body, necessitates such amendments. The Card may be used only for valid and lawful purposes. If a Cardholder uses, or allows someone else to use, the Card for any other purpose, the Cardholder will be responsible for such use and may be required to reimburse the Bank and or MasterCard International Incorporated all losses/expenses incurred as a result of such use.

26 Terms of Assignability:

The Cardholder hereby consents, both now and at any time in the future, to the assignment of the whole or any part of this agreement by the Bank to MasterCard International Incorporated, or any of its affiliated companies or designees and agrees that any such assignment shall become effective upon the date stated in any notice of assignment given to the Cardholder by the Bank and or by any MasterCard International Incorporated entity.