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HABIB BANK
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ஹபீப் வங்கி

Terms and conditions

HBL DebitCard

HBL Visa Smart DebitCard Service Terms And Conditions

1. PURPOSE OF THE CARD

The following Terms and Conditions shall apply to HBL DebitCard issued by Habib Bank Limited ("Bank") which may be used

- a) At Automated Teller Machines ("ATMs") of the Bank or on the ATMs of all other banks in Sri Lanka (Once Lanka Clear / CBSL SWITCH is in place) and ATMs abroad (overseas) which carry the 'Visa' logo
- b) As DebitCard for direct debit transactions to Linked Account(s) carried out through POS terminals (Once implemented) at 'Visa' accepting merchants in Sri Lanka and abroad
- c) To effect payments over the Internet (Once implemented) for the goods and services supplied by all merchants who displays the 'Visa' logo

1. Eligibility

The following Account holders shall be eligible for applying and using HBL DebitCard:

- a) Current and / or Savings Account holders ("Account Holders"); and
- b) The Account Holders (joint) (where the Account is operated on the signature of any one of the Account holders).

(Account holders to whom HBL DebitCard is issued shall hereinafter be referred to as "Cardholders" and an Account linked for use to the HBL DebitCard shall hereinafter be referred to as "Linked Account").

- c) In case the account earmarked for card transaction is held and operated on a joint basis, all joint accounts holders concerned shall intervene in and sign the present agreement, thereby signifying their consent to the use of the card by the designated cardholder and the eventual debits to their account resulting from such use.
- d) For Joint Accounts which are operated on the signature of any one of the Account holders, the Bank may at its discretion issue more than one HBL DebitCard against the Joint Account for one or more of the Joint Account holders on their written request (as applicable). For each joint account holder /Supplementary card holder to whom an HBL DebitCard is issued shall be deemed to be duly authorised by the other Joint Account holder(s) to have such card issued in his or her favour. The terms and conditions herein shall be jointly and severally binding on all Joint Account holders and as the context requires, terms herein denoting the singular shall include plural and vice-versa.
- e) Basic Cardholders can also request for issuance of Supplementary HBL DebitCard on their Account/s in favour of their

immediate family members provided that such immediate family members have provided sufficient documentary and identification information to the Bank. The Basic Card holder/s will be liable for all transactions processed by the use of any HBL DebitCard/HBL Supplementary card issued.

3. SUPPLEMENTARY CARD

Supplementary Card(s) will have separate limit options which will be assigned and communicated to the Bank by the Basic Cardholder. Also, same category of Cards will be issued to both Basic and Supplementary Cardholders. Upon receipt of the information by the Basic Cardholder, the Bank at its discretion will determine the number of Supplementary Cards that can be issued against an HBL DebitCard. The Supplementary Card can be blocked on the request of either the Basic Cardholder or Supplementary Cardholder. But it will only be reissued on the Instructions of the Basic Cardholder. The Bank is authorised to block the HBL DebitCard transactions or any Services linked with the HBL DebitCard at any time, without prior notice to the Cardholder, in instances of forgery, lack of funds and the like. The Cardholder will be intimated subsequent to such blockage and / or suspension of the HBL DebitCard.

4. RESTRICTIONS IN USE OF CARD

The HBL DebitCard is not transferable and shall be used exclusively by the Cardholder and / or the Supplementary Cardholder only who must ensure its safe and secure possession at all times.

HBL DebitCard is to be used in the manner specified hereunder:

- a) As an ATM card on the ATMs of the Bank and on all the ATMs of all other banks in Sri Lanka (Once the Lanka Clear SWITCH is in place) and ATMs which carry the 'Visa' logo in other countries. A fee is applicable for such transactions made on non-HBL ATMs in Sri Lanka and from ATMs abroad.
- b) As a debit card for the payment of goods and services at Point of Sale (POS) terminals at any designated retail / service outlet(s) of merchant(s) approved by the Bank from time to time ("Merchant Locations") in Sri Lanka and those displaying the 'Visa' logo in foreign countries.
- c) For transfer of funds between Linked Accounts.
- d) To effect payments over the Internet for the goods and services supplied by all merchants (Once in place) who displays the 'Visa' logo. For such transactions, HBL reserves the right to decline the transaction in case the cardholder has not registered for this service with HBL.
- e) For additional Services that the Bank may offer from time to time related to the HBL DebitCard.
- f) Supplementary Card will have the same HBL DebitCard facilities as available to the Basic Cardholder. However, Supplementary Cardholder will have access to the following ATM facilities only:
 - i) Cash withdrawal and ii) PIN change.
- g) The Basic Cardholder can have the above mentioned ATM facilities blocked on the Supplementary Card in which case the Supplementary Card will only be used as a DebitCard.
- h) HBL DebitCard must not be used for any unlawful purposes including the purchase of goods or services, prohibited by the law in Sri Lanka or in any foreign country where it is being used. In the event the Cardholder and / or any Supplementary Cardholder do use the HBL DebitCard in contravention of any laws of Sri Lanka or in any foreign country where such HBL DebitCard is being used, then the same shall be at the sole cost, expense and liability of the Cardholder and / or the Supplementary Cardholder and such Cardholder and / or the Supplementary Cardholder shall indemnify and keep indemnified the Bank against any and all losses, charges, expenses, costs, damages, claims or fees (including attorney fees) which may be incurred by the Bank as a result of such actions of the Cardholder and / or the Supplementary Cardholder.

- i) The Cardholder and / or the Supplementary Cardholder shall not use the HBL DebitCard nor shall the Cardholder and / or the Supplementary Cardholder as the case may be, attempt to use the same, unless there are sufficient funds available in the Account to process the withdrawal and / or payment, in respect of which the Card is being used. The Cardholder and / or the Supplementary Cardholder acknowledge that neither the Bank nor the authorised representatives, agents and / or employees of the Bank shall be liable to the Cardholder and/ or Supplementary Cardholder for any use of the Card by the Cardholder and/ or the Supplementary Cardholder when sufficient funds are not available in the Account of the Cardholder account to process such payment and / or withdrawal.
- j) In the event the Cardholder and / or a Supplementary Cardholder notifies the Bank and / or any person acting on behalf of the Bank of the Cardholder's intention to cancel and / or withdraw the HBL DebitCard at any time, then the Cardholder hereby acknowledges that neither the Cardholder and / or a Supplementary Cardholder shall be authorised to use and / or attempt to use the HBL DebitCard after serving the notice to the Bank and / or any person acting on behalf of the Bank.
- k) While the Cardholder and / or the Supplementary Cardholder, as the case

may be will be allowed to withdraw cash from ATMs in foreign countries displaying the 'Visa' logo and also utilise the Card for payments to merchants, the Bank may at its discretion disallow this facility if circumstances arise which in the opinion of the Bank hinder and / or prohibit the Cardholder and / or the Supplementary Cardholder from using the HBL DebitCard.

5. PERSONAL IDENTIFICATION NUMBER (PIN)

HBL DebitCard, along with the slip containing the Personal Identification Number ("PIN") shall be issued to the Cardholder and / or the Supplementary Cardholder at his / her sole risk and responsibility. The PIN shall be a confidential number issued by the Bank and may be changed by the Cardholder and / or the Supplementary Cardholder subsequently at his / her own risk. The Cardholder and / or the Supplementary Cardholder shall use the PIN for ATM transactions and debit card transactions at POS installed at Merchant Locations. The Cardholder undertakes not to pass on the HBL DebitCard or disclose the PIN to any other person and shall take every precaution to prevent disclosure of the PIN to any other person / third party. A HBL DebitCard transaction cannot be cancelled by the Cardholder and / or the Supplementary Cardholder once the PIN has been entered in the POS at a Merchant Location.

6. LOSS OR THEFT OF CARD / DISCLOSURE OF PIN

The Cardholder and / or the Supplementary Cardholder further undertakes to accept full responsibility for the transactions arising from the use and / or misuse of the HBL DebitCard and / or the PIN whether or not made with his / her knowledge or authority and he / she accepts the Bank's record of transactions as binding for all purposes in relation to the same.

The HBL Debit Cardholder and / or the Supplementary Cardholder will be solely responsible for any inconvenience, damage and / or losses incurred as a result of the loss, theft, misuse or unauthorised use of the HBL DebitCard and / or the PIN and the Bank shall stand absolved from any liability in any such event. The HBL Debit Cardholder and / or the Supplementary Cardholder further undertakes to immediately inform the Bank on the telephone number / address mentioned on the back of the HBL DebitCard in the event of loss or theft of the Card and / or of unauthorised disclosure of the PIN to a third party. The Cardholder and / or the Supplementary Cardholder shall not be liable for any transactions on the HBL DebitCard after receipt of the aforesaid intimation by the Bank.

If the Cardholder and / or the Supplementary Cardholder lose his HBL DebitCard overseas, he may either

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follow the above procedure or report the loss through Visa Global Customer Assistance Service (VGCAS) help-lines in the relevant country if he is travelling abroad. In case the Cardholder and / or the Supplementary Cardholder use the VGCAS abroad, then the charges for the same shall be borne by the Cardholder and / or the Supplementary Cardholder.

In case of dispute as to the effective date and time of such report to the Bank, the time and date of receipt of the written confirmation at the HBL centre shall be conclusive.

If the report of the loss, theft or suspected abstraction of the card is telecommunicated by some person authorised or not, other than the Cardholder and / or the Supplementary Cardholder, the Bank shall not be held liable for any resulting damage suffered by the Cardholder and / or the Supplementary Cardholder.

The Cardholder's and the account holder's liability to the Bank shall, in all cases, last until written confirmation of the loss, theft or suspected abstraction of the card is received by the Bank. The Cardholder and the account holder shall therefore be liable jointly and severally to the Bank for any card transaction which have been posted to the account prior to receipt by the Bank of the cardholder's confirmation as specified above in the fourth paragraph of this section and shall

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be deemed to have been effected by the cardholder himself.

The HBL Debit Cardholder and / or Supplementary Cardholder may be further required by the Bank to report the loss or theft of the Card to the Police and to produce the report thereof to the Bank as proof that such report has been made.

7. EXEMPTION, EXCLUSION

The HBL Debit Cardholder and/ or the Supplementary Cardholder shall under no circumstances have a claim to any compensation from the Bank if the HBL DebitCard transactions are not carried out due to any technical malfunctions and / or operations failures and / or due to the in built safety features of the HBL DebitCard and ATMs or for any other reason whatsoever and the Bank is absolved from liabilities for all losses and / or damages suffered by the Cardholder for not being able to use the HBL DebitCard and denial of debit card transactions.

The Bank shall not in any way be liable to the HBL Debit Cardholder and / or the Supplementary Cardholder for any inconvenience, loss and / or damage suffered as a result of the Bank being prevented from or delays in providing any banking or other Services to the HBL Debit Cardholder and / or Supplementary Cardholder due to any reason whatsoever including mechanical failure or failure of

power supplies or equipment, strikes, an act of war or causes beyond the Bank's control.

The Bank shall not be responsible for any inconvenience, loss, damage or embarrassment suffered by the Cardholder and / or Supplementary Cardholder due to malfunctioning or non-operation of other bank's ATMs in Sri Lanka (Once available) or abroad. The Bank shall also not be responsible to the Cardholder and/ or the Supplementary Cardholder if the HBL DebitCard is not honoured / accepted or if cash has not been disbursed although the Linked Account has been debited or if cash is disbursed short for any reason whatsoever or if the HBL DebitCard is retained by the ATMs.

In the event that a Cardholder's Account is debited and cash is not disbursed or disbursed short when the HBL DebitCard is used at another bank's ATMs (Once made available), the Cardholder will submit a claim for the respective transaction / amount with the Bank. The Bank will only reverse the entry for the claimed amount after verifying such claim with the respective bank whose ATM was used.

The Bank shall not be liable to the Cardholder and / or Supplementary Cardholder in the event of any inconvenience, loss and / or damage suffered by the Cardholder resulting from the refusal of the Card by the Merchant

Location, other banks or ATMs (Once in place) in connection with any DebitCard transaction or the retention of the HBL DebitCard by an ATM both in Sri Lanka or abroad.

It is understood that the facility available to Cardholders to transfer funds to Third Party Accounts through use of the ATMs will be restricted to the crediting of funds to these Accounts and no debits will be accepted. This facility will only be made available if the relevant formalities / forms have been completed by the HBL Debit Cardholder.

8. FEES

The HBL Debit Cardholder agrees to accept that a fee as determined by the Bank will be charged on all transactions performed on other bank's ATMs (Once in place) in Sri Lanka or transactions performed at Merchant Locations and Visa ATMs overseas. In addition to the fees payable to the Bank, the Cardholder shall further be responsible to make payments such fees as may be payable to the Bank in respect of the SMS messages (Once in place) which may be sent by the Bank in relation to any activity in the account of the Cardholder. These SMS fees (Once in place) shall be charged by the Bank in accordance with the Schedule of Charges of the Bank as are in force from time to time.

The Bank is duly authorised to levy a fee on issuance / renewal / replacement of the HBL DebitCard and to levy an annual fee for each Card, as per the Bank's current Schedule of Charges in force from time to time.

The Bank, at its sole discretion, reserves the right to levy and / or increase charges / fees for Services provided through the use of HBL DebitCard. Such charges will be determined by the Bank and will be applied as stated in the Bank's Schedule of Charges in force from time to time and the Cardholder irrevocably authorises the Bank to debit his / her Account for the same. The Bank is entitled to debit such charges from any other Account of the Cardholder in case the Linked Account pertaining to the HBL DebitCard has insufficient funds.

9. PAYMENT

In case of there being insufficient balance in the Linked Account(s) for carrying out any DebitCard or ATM transactions, the same shall be denied to the Cardholder. In the event that there are also insufficient funds for debit of outstanding charges owed to the Bank by the Cardholder in respect of the Card transactions, all Services available on the HBL DebitCard will remain suspended until such time that the HBL Debit Cardholder clears all related charges and gives a request in writing for reactivation of the same.

The Cardholder hereby allows the Bank to debit the Linked Account / s of the HBL DebitCard with the Mauritian rupee equivalent plus its charges on the day of settlement in respect of all foreign currency transactions carried out abroad whether through 'Visa' ATMs or merchants. The exchange rate between the foreign currency and the Mauritian rupee will be the Bank's ruling rate on the date the transaction is received and processed in Sri Lanka and the rate used will be final and not open to any questioning whatsoever by the Cardholder.

The Cardholder accepts full responsibility for the correctness of payment instructions given on the ATMs and irrevocably authorises the Bank to act upon any payment Instruction received through an ATM.

10. DISCLAIMER AND LIMITATION OF LIABILITY

The Cardholder acknowledges that he or she will not be able to countermand any Instruction or transaction given or carried out through the ATM once that Instruction or transaction has been processed.

The Bank will not be responsible for levying of late payment charges to the Account of the Cardholder in case utility bill payment Instructions are received on the due date of bill after business hours on working days. The Cardholder agrees, understands and confirms that the Bank

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shall not be held liable on account of any discrepancy / error or delay or on any account whatsoever in effecting payment Instructions in respect of utility bills (Once in place) or other transactions carried out by the Cardholder using the HBL DebitCard at an ATM.

The Cardholder will be liable for all losses or costs incurred by the Bank as a result of any breach by the Cardholder of the Terms and Conditions contained herein and shall reimburse to the Bank all such costs on Bank's demands.

If the Customer or the Bank may, for any reason whatsoever, terminate this agreement at any time upon prior written notice, liabilities incurred by the Customer shall, however, survive the termination of the agreement.

11. CARD CANCELLATIONS

In the event that a Cardholder decides to discontinue use of the HBL DebitCard, the Card shall be returned to the Bank. Notwithstanding this, the Card issued to a Cardholder shall remain at all times, the sole property of the Bank and shall be surrendered on demand to the Bank as per the Bank's request. The Bank in its sole discretion reserves the right, at any time to cancel or withdraw the HBL DebitCard or refuse to reissue, renew or replace the Card under intimation to the customer. In the event of death of the Cardholder, transactions related to such

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HBL DebitCard shall continue to be debited to the Cardholder's Linked Account and / or other Accounts till such time that the Bank is informed in writing about the death of the Cardholder. Upon receiving such notice, the Bank will block any fresh transactions carried out with the Card from the date of receipt of the notice. All transactions authorised through the Card and / or PIN before receipt of notice of death of the Cardholder by the Bank, shall be debited to the Cardholder's Linked Account and / or other Accounts accordingly.

12. DISPUTE HANDLING, APPLICABLE LAW AND DISPUTE RESOLUTION

If a Merchant Location (Once in place) makes a refund for a Card transaction, the Bank will credit the Linked Account when it receives the Merchant Location's proper Instructions and the funds in respect of such refund. The Bank will not be responsible for any delay in receiving such Instructions and refunds.

All disputes relating to a Merchant Location shall be resolved exclusively between the relevant Merchant Location and the Cardholder.

The operation of the account and these terms and conditions are governed by and construed in accordance with the law of Sri Lanka.

13. STATEMENTS

The Cardholder can have access to mini statements for balance enquiry pertaining to his / her Linked Account through ATMs. In the event that the Account balance is incorrectly reflected in such statement, it is the responsibility of the Cardholder to notify the Bank of the same within ten days from the date of issuance of the relevant statement.

Monthly Statements of Account can be issued by the Bank on request and sent to those Cardholders who carry out at least one transaction at a Merchant Location (Once in place) using their HBL DebitCard. Supplementary Card transaction details will be included in the Basic Card statement. Separate statement will not be issued for Supplementary Cards. The Bank may, in future decide to Email, Account / Card Statement to the cardholder on their email address or send SMS alerts regarding certain transactions on the Card or Account. The Bank reserves the right to decide on the mode of dispatch of Card / Account Statements as it deems fit, after duly informing the Cardholder. A Cardholder should inform the Bank of any mistake, discrepancy and / or error appearing in his / her monthly statement within ten days from the date of the relevant statement of Account or else the statement will be deemed to be in order.

The Bank shall endeavour that debit and credit entries are correctly recorded in all Account statements. However, in case of any error, the Bank shall be within its rights to rectify the error unilaterally without notice to the Cardholder and recover any amount wrongly paid and credited, together with any accrued interest or profit. The Bank shall not be liable for any loss or damage suffered due to such errors and subsequent reversals by the Bank.

14. DISCLOSURE

The Bank shall be entitled, should it deem it necessary to pass to any commercial bank, financial institution or merchant any information relative to the Cardholder in case of improper or fraudulent use of the card by him, or in order to facilitate recovery of same in case of loss, theft or suspended abstraction and the cardholder hereby expressly and unreservedly authorises disclosure of such information.

15. SMS ALERTS ON POS TRANSACTIONS (Once in place)

On receipt of customer consent for the SMS alert facility, the customer shall pay the Bank fees and charges for the SMS alert facility. In this connection, the Bank is hereby, authorised by the customer to debit any of the customer's account (s) maintained with the Bank.
In case of non-payment of Bank charges or due to any other reason, the Bank in its discretion may without prior notice

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withdraw temporarily or terminate the SMS alert facility either wholly or in part at any time.

The Customer acknowledges that the SMS alert facility is dependent on the telecommunications infrastructure, connectivity and services within Sri Lanka. The Customer accepts that timelessness of alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its service providers shall be liable for non-delivery or delayed delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.

16. SEVERANCE

These Terms and Conditions shall be read in accordance with the General Terms and Conditions governing Accounts of the Cardholder held with the Bank, as amended from time to time at the Bank's discretion and the general policies of the Bank in force from time to time and such amended terms and policies shall be binding on the Cardholder.

The Cardholder may use the HBL DebitCard to obtain the aforementioned Services and such other Services as the Bank may provide from time to time in relation to the HBL DebitCard. All such Services will be subject to these Terms and Conditions and amendments made therein from time to time

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17. MODIFICATIONS TO TERMS OF AGREEMENT

The Bank may at any time amend the conditions hereof and shall notify such amendments to the cardholder. The Cardholder who uses the card after receiving such notification or does not return the card to the Bank within fifteen days of such notification shall be deemed to have accepted the said amendments and be bound thereby.

18. ACKNOWLEDGEMENT OF THE CARDHOLDER

The Cardholder and / or the Supplementary Cardholder hereby acknowledge that the Bank may also refuse to authorise a transaction if it considers that the HBL DebitCard or the Account is being misused or if the Bank suspects fraudulent use of the HBL DebitCard. As part of its authorisation and fraud prevention procedures, the Bank may refer an authorisation request back to the merchant, requesting further details about the Card holder or a further form of his identification.

In the event the account of the Cardholder does not have sufficient funds or an authorised overdraft limit to cover the amount of an authorisation request, the Bank reserves the right at its sole discretion to decline the transaction being undertaken with the HBL DebitCard.

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The Cardholder and the Supplementary Cardholder hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified the Bank against any and all loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank by reason of any legal disability or incapacity of the Cardholder and / or the Supplementary Cardholder or any breach of these Terms and Conditions by the Cardholder and / or the Supplementary Cardholder as the case may be.

The Cardholder hereby declares that all the information presented above is correct and complete to the best of the knowledge and belief of the Cardholder. The Cardholder hereby authorises the Bank or its duly appointed agents to contact the Cardholder at his/her place of residence, work and/or references to verify any of the information provided by the Cardholder in the application form. The Cardholder further agrees that whether the Bank decides to conduct any such verification or omits to conduct such verifications will not reduce or absolve the Cardholder's liability for any loss that may be caused to the Bank as a result of any false or inaccurate information provided by the Cardholder in this application form or for omission to provide a directly relevant information.

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