

CREDIT CARD CARDHOLDER AGREEMENT

I/We hereby apply for the issue of a Seylan Bank Credit Card(s) and warrant that the information provided in this application and the attachment (if any) hereto, are true and accurate in all material aspects and I/we request that an account be opened for me/us and that you renew and replace card(s) until I/we surrender my/our rights to use the card(s) by cutting the card(s) in half and returning both halves to you.

I/We hereby authorize Seylan Bank PLC. to verify from time to time any information whatsoever from my/our bankers or any other sources it may consider appropriate without reference to me/us.

I/We agree that my/our Credit Card(s) may be only used subject to the terms and conditions of the Seylan Bank Cardholder Agreement issued by Seylan Bank PLC. and I/we further agree to accept and be bound by the Terms and Conditions of the Seylan Bank Cardholder Agreement which was issued to me/us along with this Credit Card Application and which was duly read and understood by me/us.

I/We agree not to use the Credit Card overseas to purchase goods in commercial quantities and for transfer of capital out of Sri Lanka. I/We affirm that I/we shall surrender Credit Card(s) to the Bank and settle all dues in full in the event I/we migrate or leave Sri Lanka for overseas employment.

I/We agree to be liable jointly and severally for all charges to the Principal and Supplementary Card issued on my/our request, and promise and undertake to pay same on demand.

I/We accept that Seylan Bank PLC. is entitled in its absolute discretion to accept or reject this application without assigning any reason whatsoever.

Important !

Before you use the Seylan Gold Visa/Seylan Classic Visa Card, please read this Cardholder Agreement. The term (card) within these terms and conditions relates to any of the following Seylan Credit Cards or any combination of them:

Seylan Gold Visa, Seylan Classic Visa Card (the card). By using these cards you are accepting the terms and conditions set-out below and will be bound by them.

Seylan Gold Visa/Seylan Classic Visa Card (the card) are issued by the Seylan Bank PLC. (the Bank) on the following terms and conditions:

1. THE CARD

1.1 The Card is the property of the Bank and will be returned to the Bank immediately by the Cardholder upon the Banks request.

1.2 The Bank may at its absolute discretion and without prior notice and reason withdraw at any time the Card and the Cardholder right to use the card and may refuse any request for authorization on any Card transaction.

2. DELIVERY AND USE OF THE CARD

2.1 The person to whom the card is issued (the Cardholder) will sign on the reverse of the Card immediately upon receipt and will not permit any other person to use it and will at all times safeguard the Card and keep it under the Cardholders personal control.

2.2 When the Card(s) is accepted by the Cardholder, the Cardholder should acknowledge receipt immediately and is required to produce proof of his/her identity on receipt of the Card. Card(s) may be couriered to the Cardholder and Additional Cardholder(s). 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 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 a representative of the Cardholder and the Cardholder shall be liable for all the charges on the card from the time the card is so delivered.

2.3 The Bank will maintain an account in respect of the Card (the Card account) to which the value of all purchases of Goods, Services and all Cash Advances effected by use of the Card (Card Transaction) and all other fees and charges will be debited. The Cardholder failure to sign in Sales or Cash Advance voucher whether or not required will not relieve the Cardholder from any liability to the Bank in receipt thereof.

In the case of ATM transactions, the information of the Banks system is conclusive proof that the Cardholder has authorized the transaction.

The Bank reserves the right to recover from the Cardholder the value of any disputed transaction(s) where the Bank has grounds to believe that the Cardholder has performed the transaction.

2.4 The Cardholder will be responsible for all credit facilities granted by the Bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of this Agreement.

2.5 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.

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 of any authorization given by the Bank to a third party in respect of a prospective Card Transaction.

2.6 The card should not be used for any illegal purpose.

3. BILLING AND PAYMENTS

3.1 A statement 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 total amount outstanding on the Card Account (The Total Outstanding), the Minimum Payment Due from the Cardholder for the current billing period, Past due and over limit due and the total Minimum Payment Due (The Minimum

Payment Due) in respect of the Total Outstanding and the date by which the payment must be made to the Bank (The Payment Due Date).

3.2 Payment of the Total Outstanding due in full and payable not later than the date specified on the statement and the Cardholder shall incur no finance charge if payment is received by the Bank's Card Centre on or before the payment due date.

3.3 The Cardholder may choose not to settle the Total Outstanding in full in which case the cardholder must pay on or before the Payment Due Date, the Minimum Payment due. The Total Minimum Payment Due also includes any unpaid Minimum Payment from previous Billing Period(s). Any payment to the Bank will only take effect when received at the address notified by the Bank and credit to the Card Account.

3.4 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 the Cardholders liabilities to the Bank under these Terms and Conditions in such order as the Bank may decide.

3.5 Any payment made to the Bank by the Cardholder will be credited to the Card Account only on the date of the Banks posting of funds to the Card Account. A minimum of one working day is required for processing a payment made by Cash, while Cheques will be credited to the Card Account on realization.

3.6

(i) The Cardholder may issue a direct debit standing instruction to the Cardholders Current or Savings Account (The Settlement Account) with the Bank.

(ii) The Cardholder agrees that any amendments and cancellations to any such standing instructions should reach the Banks Card Centre at last two weeks before the next Payment Due Date.

For a direct debit standing instruction given to the 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 instructions 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 instructions, 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 finance charge accrued thereon, at a rate to be determined by the Bank from time to time.

3.7 Card Transactions which are effected in currencies other than Sri Lanka Rupees will be debited to the Card Account after conversion into Sri Lanka Rupees at a prevailing rate as determined by the Bank on the day of conversion.

3.8 The Cardholder will be liable for any exchange loss which may result from the cancellation, reversal or refund of a transaction.

3.9 Without prejudice to the other provisions of this 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 Banks Card Centre, prior to his/her departure.

3.10 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 10 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 to the latest address provided to the Bank by the Cardholder in writing and shall be deemed to have been received within 48 hours of posting.

4. FEES AND CHARGES

4.1 The Cardholder agrees to pay the Bank on Joining an Annual fee for the Card. Fees will be debited to the Card Account when due.

4.2 When the Card is couriered to an overseas address, a handling fee will be debited to the Card Account at a rate to be determined by the Bank.

4.3 A handling fee for limit increases will be debited to the Card Account at a rate to be determined by the Bank.

4.4 A handling fee of copies of Card statement would be debited to the Card account at a rate, which will be determined by the Bank.

4.5 If the Cardholder does not settle the Total Outstanding by the Payment Due Date, the outstanding balance on the statement date will attract a finance charge calculated on the daily balance over the Billing Period at a rate to be, determined by the Bank. The finance charge is debited to the Card Account on the Statement Date.

4.6 Without prejudice to the payment of the finance charge referred to in 4.5 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 at a rate to be determined by the Bank.

4.7 The Bank shall charge the cardholder and debit the Card Account a handling fee at a rate to be determined by the Bank if any cheque or other payment order issued or presented by the Cardholder or any other party to the Bank is not honoured for any reason whatsoever.

4.8 A Cash Advance Fee and/or a Handling Fee will be charged on call Cash Advances and debited to the Card Account at a rate to be determined by the Bank. Any instrument purchased on the Card which are readily convertible to cash such as Travellers Cheques, Demand Drafts, Telegraphic transfers etc. will also be treated as cash advances and be subject to the above charge.

4.9 An excess limit fee will be charged and debited to the Card Account at a rate to be determined by the Bank, if the assigned credit limit is exceeded at any point in the Billing Period.

For this purpose the amount of any Bank charges will also be considered when computing whether the Credit Limit has been exceeded.

4.10 All purchases of Petrol, Diesel, Gas and other supplies available from Petrol Stations in Sri Lanka are subject to handling fee, which will be debited to the Card Account at a rate to be determined by the Bank.

4.11 Stamp Duty will be charged to the Cardholders Card Account for each and every transaction undertaken with the Card. This is a statutory charge which may be amended from time to time without prior notification to the Cardholder.

5. ADDITIONAL CARDS

The Bank may issue an Additional Card (s) at the joint request of the Cardholder and the Additional Cardholder(s), at the Bank's discretion. Both the Cardholder and the Additional Cardholder(s) will be jointly and severally liable for the use of the Card and of the Additional Card(s) whether their Card Accounts are combined or separate. Any additional Cardholder(s) will be bounded by the Terms and Conditions of this Agreement.

6. USE OF ATM MACHINES AND PIN

Where an Automated Teller Machine ("ATM") access facility has been incorporated in the Card so that it may be used to effect banking transaction by electronic means whether at ATM's, Point of Sales (POS) terminals or otherwise, the use of such facility will be subject to the Bank's ATM Card Terms and Conditions a copy of which is available upon request from any branch of the Bank, in addition to these Terms and Conditions.

7. TERMINATION

7.1 The Cardholder may terminate this Agreement at any time by providing written notice to the Bank accompanied by the return of the Card and any Additional Card(s) the Cardholder or the Additional Cardholder(s) may terminate this agreement (in so far as it relates to the use of the Additional return of the Additional Card(s). Returned cards should be cut into two halves.

7.2 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.

7.3 The whole of the outstanding balance on the Card Account together with amount of any outstanding Cards Transactions Effected by 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 Cardholders bankruptcy or death. The Cardholder or his estate will be responsible for setting 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 finance charges and other fees and charges at its prevailing rate(s).

7.4 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.

8. LOSS OF THE CARD

8.1 The loss or theft of the card should be reported immediately upon discovery of loss/theft by telephone, fax or telex to the Bank's Card Centre and in writing to the Police (or if overseas to any member of Visa Card) but in any such case the telephone, fax or telex message shall be confirmed in writing forthwith under the hand of the Cardholder or his attorney. The Cardholder shall be liable for all amounts debited to the Card Account as a result of the unauthorized use of the card until confirmation of its loss or theft has been notified and later confirmed in writing to the Bank's Card centre or a member of Visa Card. In the event the Cardholder recovers the lost or stolen card(s) the Cardholder shall return the recovered Card(s), to the Bank immediately.

8.2 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 a missing Card.

8.3 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 to be determined by the Bank and shall be issued where the Bank so determines on the same Terms and Conditions as a Original Card.

9. GENERAL

9.1 The Cardholder shall undertake to stay within the assigned Credit Limit unless prior approval in writing to exceed this limit is obtained by the Cardholder from the Bank and further undertakes to effect no transaction which may cause the Total Outstanding to exceed such Credit Limits.

9.2 The Cardholder will notify the Bank's Card Centre promptly in writing of any changes in employment and/or his/her office or resident address and telephone numbers.

9.3 Any notice given or correspondence with the Cardholder by post shall be delivered 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.

9.4 Whenever required by the Bank, the Cardholder shall furnish data concerning his/her financial position to the Bank. The Cardholder further authorizes the Bank to verify the 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.

10. AUTHORIZATION AND INDEMNITY FOR TELEPHONE, TELEX FACSIMILE AND EMAIL INSTRUCTIONS.

10.1 The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instructions, demand or other communication ("the instructions") which may from time to time be, or

purport to be given by telephone, telex, facsimile or email 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 instructions as final.

10.2 The Bank shall be entitled to treat the instructions as fully authorized by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon instructions as the Bank may consider appropriate, whether the instructions is to pay money or otherwise to debit or credit any account, or relate to the, disposition of any money or documents, or purport 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.

10.3 In consideration of the Bank acting in accordance with the terms of this authorization and indemnity, the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages cost and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the instructions.

10.4 The terms of this authorization and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder, save that such termination will not release the Cardholder, from any liability under this authorization and indemnity in respect of any act performed in accordance with the terms of this authorization and indemnity prior to the expiry of such time.

11. EXEMPTION AND EXCLUSION

11.1 The Bank accepts no responsibility for the refusal of any merchant establishment to honour or accept the Card, or to extend Credit facilities to the full and authorized Credit Limit and in the case of Cash Advances to the full and authorized Cash Advance limit.

11.2 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 obligations to the Bank hereunder.

11.3 The Bank shall not be liable in any way to the Cardholder for any inconvenience, loss, damage or embarrassment of whatsoever nature due to or arising from any disruption or failure or defect in any ATM Machine 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.

11.4 The Bank may select a date each month as a 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.

11.5 The Bank shall be entitled to honour 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 and duly completed.

11.6 The Cardholder agrees that the Bank's records and the Statements of Account of all Transactions shall be conclusive and binding on the Cardholder for all purposes.

12. 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 there under. The Cardholder shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

13. EXCHANGE CONTROL REGULATION

13.1 The Cardholder shall ensure that he/she uses the card at all times in accordance with the provisions of the Exchange Control Act and regulations made there under.

13.2 The Cardholder shall not use the card(s) to purchase/ import goods in commercial quantities and for capital transactions.

13.3 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-Residence" as per definitions of Exchange Control Regulations in force at that time.

13.4 The Bank will comply with the reporting requirements of the Controller of Exchange or any other regulatory authorities as stipulated from time to time.

14. VARIATION OF TERMS

14.1 The Bank reserves the right to alter these terms and conditions of 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 upon notifications to the Cardholder in any manner as it thinks fit (including without limitation by publication of such alternations in such places as the Bank deems appropriate). The Cardholder will be deemed to have accepted without reservation such alternations upon using the Card after the date on which same is to take effect as specified in such notifications. If the Cardholder does not accept such alternations, the Card along with any Additional Card(s) must be returned to the Bank for cancellation before the date upon which such alternations are to take effect.

14.2 The Cardholder will indemnify the Bank (not withstanding any termination of this agreement) against Card Transaction of his/her Card(s) and any Additional Card(s).

15. DISCLOSURE OF INFORMATION

15.1 The Cardholder authorizes the Bank to disclose to such person information concerning the Cardholder or the Additional Cardholder(s) or the Cardholder(s) and Additional Cardholders' Card Account(s) as the Bank deems appropriate.

15.2 The Bank may with or without written notice to the Cardholder disclose information in respect of the Cardholder's Card Account to any Credit Card institution or Bank and if required by law to do so to the Department of Inland Revenue Court of Law or any other government department or authority.

16. RIGHT OF SET OFF

In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the outstanding balance on the Card Account and/or Additional Card Account(s) with any other Account(s) which the Cardholder and/or the Additional Cardholder(s) maintain with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to the Bank under this Agreement.

17. EFFECT OF THIS AGREEMENT

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

17.2 Each of these Terms and Conditions shall be severable and distinct from one another and if at any time anyone 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.

18. LAW AND JURISDICTION

This agreement will be governed by and constructed in accordance with the laws of Sri Lanka.

eZ Pay Virtual Cardholder Agreement- Terms and Conditions

1. Definitions

1.1“Agreement”means this agreement between the Bank and the Cardholder account holder upon the terms and conditions herein contained as varied from time to time.

1.2“ Bank”means eZ pay Issuing Bank

1.3“Cardholder”means any individual who is issued with a Dialog “eZ Pay virtual card” in his/her name in terms of this Agreement.

1.4“eZ Pay”means Dialog mobile commerce services.

1.5“eZ Pay Account”means the bank account linked to the Dialog mobile subscription.

1.6“eZ Pay menu”means the access channel for eZ Pay transactions.

1.7“eZ Pay Transaction”means any payments made to a Merchant for the supply of goods and/or services obtained by the Cardholder by the use of eZ Pay Card, in any manner authorized by the Cardholder for debit to the Card Account.

1.8“Dialog”means Dialog Telekom PLC and its subsidiaries, successors and assigns.

1.9 “Issuing Bank” means any commercial bank issuing eZ Pay accounts in Sri Lanka.

1.10 “mChek PIN” means the Personal Identification Number Created by the cardholder to perform eZ Pay transactions.

1.11 “SMS” means Dialog short message service.

1.12 “USSD” means Unstructured Supplementary Service Data.

1.13 “Virtual Card” means a customer bank account linked to Dialog mobile number to make eZ Pay Transactions.

1.14 Headings in the Agreement are for ease of reference but this Agreement is not to be interpreted by reference to the headings.

2. Delivery and issuance of the Virtual Card

2.1 The eZ Pay account will be opened & activated subjected the customer verification by the Issuing Bank.

2.2 Once the customer receives the SMS account activation notification the customer needs to call the bank and confirm the receipt of card before carrying out any eZ Pay transaction. Any transaction attempted before activation will be declined by the bank and may be subjected to fraud investigation by Dialog or Issuing Bank.

2.3 Customer needs to activate eZ Pay services at Dialog by accessing the eZ Pay menu and entering the USSD code (*129#), Afterwards, the customer will be prompted to create mCheck PIN. This mCheck Pin will be used as the authorization signature for every transaction and remain to do so until the customer change via the eZ Pay menu.

3. Use of Virtual Card and eZ Pay account

3.1 The Virtual Card issued by the Bank in terms of this Agreement must be used.

3.1.1 Only by the Virtual Card holder.

3.1.2 Subject to the terms of this Agreement current at the time of use;

3.1.3 Within the available balance or credit limit:

3.1.4 For a legal purpose.

3.2 The Bank may debit the Virtual Card account with the amounts of eZ Pay Transactions, any other liabilities of the Cardholder inclusive of any legal fees and all other administrative cost incurred by the Bank and any loss incurred by the Bank arising from the use of the Virtual Card.

3.3 eZ Pay Transactions are;

3.3.1 over the counter transactions at eZ Pay Merchants.

3.3.2 utility Payments for utility service provides registered as eZ Pay Merchants

3.3.3 person to Person money transfer

3.3.4 remote payments to eZ Pay Merchants

3.3.5 any other transaction listed as eZ Pay Transaction at eZ Pay web site; www.eZPay.lk

3.4 The Bank will credit the Virtual Card account with any refund in respect of an eZ Pay Transaction or any payment or other credit due to the Cardholder at such time as the Bank may determine in accordance with its usual practice. Any payment or credit in Sri Lanka and conversion to Sri Lankan Rupees where necessary, in accordance with Clause 3.4 hereof, shall not be remitted to the Cardholder unless the Bank otherwise determines but shall be applied toward the full or partial discharge of the current balance.

3.5 The Cardholder will be liable for any exchange loss, which may result from the cancellation, reversal or refund of a Card Transaction including refund, or reversals due to any disputed Card Transactions.

3.6 The Bank reserves the right to recover from the Cardholder the value of any disputed eZ Pay Transaction(s) along with any associated charges, where the Bank has grounds to believe that the Cardholder has performed such eZ Pay Transaction.

The Cardholder agrees that the Bank's records of all eZ Pay Transaction of the Card Account shall be conclusive and binding on the Cardholder for all purposes.

4. Fees and Charges

4.1 The Cardholder agrees to pay the Bank upon the request of the Bank, a joining fee as prescribed by the Bank for the Virtual Card or eZ Pay account when issued, and a joining fee prescribed by the Bank for each supplementary Card when issued.

4.2 Annual/Monthly fees are payable for use of the Card and shall be billed in advance at such rates as the Bank communicates to the Cardholder.

4.3 Details of the finance and other fees and charges applicable to eZ Pay and its use are stated in the tariff booklet published by the Bank annually, copies of which are available on request at any of the Bank's branches in Sri Lanka and Bank's or eZ Pay web site at www.eZPay.lk

4.4 All charges, fees, fines and margins are subject to change without notice at the Bank's sole discretion and any such changes/additions to the tariff will be communicated to the cardholder by way of a narrative in or enclosed with the statement or by publication of such notice of change/addition in one or more newspapers published in Sri Lanka.

4.5 The Bank reserves the right to charge a fee for any extra service carried at the request of a Cardholder and to debit the eZ Pay account with such fee.

4.6 Any fee reductions or waivers that may be offered by the Bank at any time at its discretion. The Bank at its own discretion may exempt some of the charges depending on the Virtual Card or eZ Pay account type and the circumstances.

Safe Guarding eZ Pay Account

5.1 The eZ Pay account is lined to Dialog mobile account, and the Cardholder must exercise all possible care to ensure the safety of the Dialog mobile account.

5.2 The loss theft and/or transferring ownership of the mobile handset/SIM Card should be reported immediately upon discovery of loss/theft or at the time of transfer by calling, e-mail or fax to Dialog as well as the Bank's call centre, but in the case of a telephone message, the same shall be confirmed in writing to Dialog and the Bank within a reasonable period of time.

5.3 The Cardholder should be liable for all amounts debited to the Card Account and pending Card Transactions yet to be debited to the Card Account as a result of an unauthorized use of the Card until the loss or theft has been notified to the Bank's call centre in Sri Lanka and later confirmed in writing to the Bank.

5.4 In no event Dialog will be liable for any damages whether direct, indirect, incidental or consequential, arising out of the use of eZ Pay Account and the Cardholder agrees hereby to hold Dialog harmless against claims based on any infringement.

Dispute Resolution

6.1 Any Payment requisition authorized by the Cardholder by entering the valid mCheck PIN shall be conclusive proof that the amount recorded on such requisition was properly incurred by the Cardholder by use of the Virtual Card except for such payment requisition which have been effected subsequent to the Cardholder's notification to the Bank to the effect that the Virtual Card has been misused, loss, stolen or compromised.

6.2 The log maintained by the Bank for the eZ Pay transactions envisaged herein will be deemed as the authentic source of information for any kind of dispute and the information presented from the said log shall be final and conclusive evidence for any dispute resolution.

7. General terms of this Agreement

7.1 The Bank will comply with reporting requirements of the controller of exchange or any other regulatory authorities as stipulated from time to time.

7.2 The Cardholder shall immediately notify the Bank as well as Dialog in writing of any change in his name, address or employment.

7.3 Any notice given or correspondence with the Cardholder by post shall be sent to the latest address provided by the Cardholder to the Bank and/or Dialog in writing and shall be deemed to have received within 72 hours of posting. Any information or intimation relating to the Card Account or a part of the statement shall also deem to be a notice under this Agreement.

7.4 The Bank as well as Dialog reserves the right to redirect the Cardholder's statements and/or correspondence to another address designated on the application form in the Bank's/Dialog mail is returned and the Cardholder cannot be contacted.

7.5 Any waiver by the Bank of its rights or remedies in respect of any term of this Agreement or any breach thereof shall be given subject to such terms and conditions as the Bank may deem fit and is effective only in the instance and for the purpose for which it is given.

7.5 The Bank records (including computer and microfilm stored records) of all matters relating to any Cardholder, eZ Pay Transaction, Cardholder's Virtual Card and/or Cardholder's Virtual Card Account is conclusive evidence of such matter and is binding against the Cardholder for all purposes, save for manifest error or omission therein and the Bank's right to adduce other evidence. The Cardholder hereby agrees not to, at any time authenticity or accuracy of any computer output relied upon by the Bank for any purpose whatsoever. The Bank may, in its absolute discretion, destroy any document

relating to any Card Transaction or Cardholder's Card Account offer microfilming or otherwise recording the same in such a manner as the Bank may deem fit as well as to destroy such microfilms and records at any time.

7.6 The Cardholder authorizes the Bank or Dialog to receive all marketing information of the Bank or its products/services or eZ Pay via e-mail, SMS, fax, mail, telephone etc.