

RULES AND CONDITIONS GOVERNING CERTIFICATE OF DEPOSITS (“RCD”)

- (1) The ownership of the certificate cannot be transferred and the payment will be made only to the purchaser at maturity.
- (2) The RCD is valid only if signed by two Authorized Signatories of Seylan Bank PLC (the Bank”) and minimum face value is LKR 100,000/-. RCDs (6,12 or 24 months) are issued in multiples of LKR 100,000/- only.
- (3) At the time of placing the deposit Know Your Customer (KYC) profiles of the depositor should be submitted to the Bank.
- (4) Interest on Certificate of Deposit is paid upfront as appearing on the Bank’s website and Bank undertakes to pay the face value of RCD on or after the maturity date. Withholding tax applicable will be deducted at the time of placement of deposit. The expiry of the term or period of the deposit and the surrender to the Bank of the deposit receipt duly discharged are to be conditions precedent to the release of any money placed in RCDs, and are encashable only at the branch issued same.
- (5) No payment will be made on a deposit even at maturity if the depositor has lost or is unable to forward the Deposit receipt to the Bank.
- (6) No interest will accrue after the expiry of the RCD and premature withdrawals will not be permitted.
- (7) The rate of any interest payable on deposits made to RCDs may be displayed by the Bank on the Bank’s website and at its various branches in Sri Lanka.
- (8) The Bank is not bound to pay the face value of the deposit in the event of a premature withdrawal and reserves the right to decide on the interest rate to be applied based on the period over which the deposit has been kept.
- (9) Alteration, change, mutilation or tampering of the RCD may render it void and the Bank will be relieved of its liability to pay except to the extent determined by the Bank at its sole discretion.
- (10) The period of prescription which would apply to this Certificate of Deposit will be governed by the regulations in force in terms of the Prescriptive Ordinance of Sri Lanka.
- (11) The prevailing Government taxes will be applicable at the time of accepting or encashment of Certificate of Deposit.
- (12) If the deposit is not withdrawn /renewed at maturity and held inoperative for ten years same will be classified as abandoned property and transferred to Central Bank of Sri Lanka.
- (13) The Bank reserves the right to amend these rules at any time and in any manner which the Bank deems necessary with notice and that notifications will be provided through displays at the branches and will be reflected on the website.

- (14) The laws and regulations of the Government of Sri Lanka and the usual customs and procedures common to the banks in Sri Lanka will apply to and govern the conduct of deposit accounts opened by the Bank.
- (15) I am aware that the Bank is governed by the Prevention of Money Laundering Act No. 05 of 2006 and Financial Transaction reporting Act No. 06 of 2006 and that the Bank is obliged to report and submit information on any suspicious activities and transactions above the threshold as directed by the Regulatory\Law enforcement authority.
- (16) The Bank shall maintain strict confidentiality of all information relating to the depositor, including but not limited to depositor's accounts, transactions, and dealings with the Bank, in accordance with applicable laws and regulations. Such information shall not be disclosed by the Bank except where such disclosure is:
- (a) required by an order of a court of competent jurisdiction or under any applicable written law;
 - (b) made with the express or implied consent of the depositor; or
 - (c) necessary in the ordinary course of the Bank's business or in accordance with established banking practice.
- (17) Save as otherwise provided in these terms and conditions, any demand, notice, or communication made or sent by the Bank under these terms and conditions, or pursuant to any application for banking facilities, shall be in writing. Such communication shall be deemed to have been duly delivered to, served on, and received by me if:
- (a) **Sent by Post:** Dispatched to the address provided by me in the account opening mandate/application (or such other address as I shall notify the account-maintaining and/or facility-maintaining branch in writing from time to time), in which case it shall be deemed served on the date of posting; and/or
 - (b) **Sent Electronically:** Transmitted to my designated email address, contact numbers, and/or WhatsApp number as specified in the account opening mandate/application, in which case it shall be deemed delivered immediately upon transmission.

I undertake to maintain the designated email address in a valid, active, and accessible status at all times. I unconditionally, irrevocably, and absolutely undertake to notify the account-maintaining and/or facility-maintaining branch in writing immediately of any change, modification, or discontinuation of my address, designated email address, contact numbers, or WhatsApp number. Until such written notification is received and formally acknowledged by the account-maintaining and/or facility-maintaining branch, any demand or communication sent to the existing details on record shall be deemed valid and binding.

- (18) Any concerns, feedback and complaints regarding the account/s operations shall be referred to;

The Senior Manager
Customer Experience Management Unit
Seylan Bank PLC
Level 04, Seylan Towers
No 90, Galle Road

Tele: 0112456981, 0112456982 or 24x7 hotline 0112008888

Email: customer.experience@seylan.lk

Alternate dispute resolution:

The Financial Ombudsman, No 143A, Vajira Road, Colombo 04;

Tele: 0112595624, Fax 0112595625

Email; fosril@sltnet.lk, Website: www.financialombudsman.lk

Financial Consumer's Rights (in General)

- a) To be treated equitably and fairly by Bank, especially financial consumers who are elderly, disabled or with low financial literacy, to receive special attention and fair access to financial services;
- b) To make a complaint and receive a satisfactory response within a reasonable time period;
- c) Maintain privacy and confidentiality of their financial information;
- d) Have appropriate access to financial products and services;
- e) To receive complete, clear, concise, accurate and not misleading information about any product, service or/and transaction at any stage in a preferred language (English/ Sinhala or Tamil)

Financial Consumer Responsibilities (in General)

- a) Financial consumers should not enter into a contract without having the full knowledge and understanding of the product/service offered;
- b) Comply with the obligations, terms and conditions stipulated in the contract;
- c) Comply with the Banking Regulations;
- d) Submit duly completed application forms and supporting documents without delay;
- e) Not borrow beyond the affordable repayment capacity;
- f) Provide up-to-date, complete and accurate information where required and notify any changes without delay;
- g) Notify the Bank of challenges that may constrain their ability to meet contractual obligations without a delay;
- h) Exercise due care in all transactions with the Bank;
- i) Maintain credit worthiness in terms of credit reports and repayment capabilities;
- j) Alert the Bank of any loss of important information and documents without delay;
- k) Keep personal financial information and documents safe and secure;
- l) Submit a complaint if necessary to the relevant party on time;
- m) Not allow the repayments or instalments to go into arrears, and prompt repayments will create healthy relationships with the Bank;
- n) Pay a certain amount of money over the loan amount as agreed at the time of accepting the offer, should you intend to settle credit facility earlier than the due date;
- o) Notify the Bank promptly of any fraudulent transaction/s or such attempts in their dealings with the Bank Whenever they become aware of such instances;
- p) Exercise the utmost care in using, storing and handling personal identification Numbers(PIN), passwords and other security measures of other electronic means of transacting with the Bank; and

- q) Not treat any operational lapse of the Bank on its obligations other than dispute on the amount payable to the Bank as a reason for his non settlement or delay in settlement of debt unless otherwise allowed by a Court of Law.

I hereby confirm having read and understood the above Rules and Conditions for the conduct of Certificate of Deposit.

Name :.....
Signature :.....
Date :.....