

Disclaimer and Signature

We, the directors of Declare that the above information and instructions are true, correct and in accordance with the decisions taken by the board of directors of..... Ltd. The company undertakes to abide by terms and conditions of BOC Internet Banking Facility.

(Directors should sign according to the powers vested in them. Please put your Name, signature and NIC number)

1. Name: _____ Signature: _____ NIC No: _____

2. Name: _____ Signature: _____ NIC No: _____

3. Name: _____ Signature: _____ NIC No: _____

-----**For Bank Use only**-----

To be completed by Branch before sending the application to Central Office for Processing

Customer Number/CIF No												
										Officer's Signature	Signature Number	
Customer Particulars and Signature verified												
Operating instructions complied with mandate												
Verified given accounts belong to SINGLE Customer Number												

Check list to be field by branch

Criteria	Conditions	Status	
		YES	NO
Verification status	Officer's signature, signature number & Stamp have been Placed in correct Place		
Agreement	All the pages signed by the directors		
Confirmation	Branch confirmation letter of one Director Company (if one Director)		
Board Resolution (On Company letter head)	Contents of the Board resolution with <ul style="list-style-type: none"> • Signature of director and secretary / directors • Delegate Names and NIC Number • Account Number, transaction limits and Authority Level • Purpose of obtaining the facility • Director details updated in ICBS 		

BOC Internet Banking facility approved for the accounts listed in the application.

.....
Date

.....
Branch/Customer service Manager

To be completed by the central office

	Officer's Signature	Signature Number
Checked given account numbers and credit card numbers with the name of the account holder		
Issued pin mailer		

Approved issuing of BOC Internet Baking Facility PIN Mailer.

.....
Date

.....
Manager Internet Banking Unit

BOC e-banking

TERMS AND CONDITIONS GOVERNING THE USE OF BOC INTERNET BANKING FACILITY

Bank of Ceylon

Dear Sirs,

.....Limited, a Company duly incorporated in the Republic of Sri Lanka and having its Registered Office at
.....(hereinafter referred to as ‘the Company’ which term shall mean and include the saidLimited and its successors) request and authorize the Bank of Ceylon to issue the Company a User Identification Number (hereinafter sometimes referred to as User ID) and allow the company to use Bank of Ceylon (hereinafter referred to as Bank) Internet Banking Service named as BOC e- banking (hereunder referred to as “**BOC Internet Banking Facility**”) and agree to be bound by the following terms and conditions and the indemnity.

1. TRANSACTIONS VIA BOC INTERNET BANKING FACILITY

- 1.1 By completing the **BOC Internet Banking Facility** application form, the Company gives the authority to accept and to act upon any instructions or messages received by the Bank through **BOC Internet Banking Facility** from the Company or Delegates duly appointed by the Company (whether or not they have been given or authorized by the Company) and which are authenticated in the way (if any) described in the User Documentation and accompanied by the Pass word/s issued to them. Delegate shall mean person/s for whom the Company authorizes the Bank to generate and issue User IDs and Passwords for operating **BOC Internet Banking Facility** for the Company’s account/s. Password shall mean the original Passwords confidentially generated by the Bank, subsequent passwords generated and issued to the Company and /or Delegates by the Bank on the Company’s request and any substitution effected by the Delegated Users thereafter.
- 1.2 The Company and the Delegates agree to perform **BOC Internet Banking Facility** operations only through the official web site “www. boc.lk” and use of specific menu options available therein on **BOC Internet Banking Facility**.
- 1.3 The Company does provide data, information, instructions and messages at its own risk. The Company shall ensure that all data transmitted to the Bank for or in connection with **BOC Internet Banking Facility** is correct and complete. The Company will let the Bank know immediately about any errors, discrepancies or omissions.
- 1.4 The Company shall accept full responsibility for all transactions processed or effected by the use of **BOC Internet Banking Facility** howsoever effected.
- 1.5 The Company does hereby authorize the Bank to debit the Company account/s (existing at the time of this application or opened by the Company subsequently) with the amount of any transaction made by the use of the **BOC Internet Banking Facility** with or without the knowledge or any further authority by the Company.

.....
(Signatures of Directors)

- 1.6 The Company agrees that at no time shall it attempt to effect transactions executed through **BOC Internet Banking Facility** unless sufficient funds are available in the Company's account/s. The Company agrees that transactions scheduled for future date will be executed by the Bank only if sufficient funds are available in the account/s on the relevant date/s and further agrees that the Bank is under no obligation to honour payment instructions unless there are sufficient funds in the designated account/s at the time of receiving its payment instructions and /or at the time such payments fall due.
- 1.7 The company and the Directors shall be jointly and severally liable for all transactions arising from the use of the **BOC Internet Banking Facility** by any of its Delegates.
- 1.8 The Company agrees that some requests/instructions given by the Company are subject to authorization by officer/s of the Bank, and therefore may not be immediately and automatically effected. The company further agrees that the Bank reserves the right to allow or disable such requests at its discretion without notice to the company.
- 1.9 The Company agrees that when the Bank makes a payment on behalf *of the company*, the Bank is not acting as the company's agent or agent of the Biller to whom that payment is directed.
- 1.10 The company agrees and authorizes the Bank, at its discretion to record by whatever means the transactions which the company or Delegates effect via **BOC Internet Banking Facility** and that such records may be used by the Bank for the purpose of, amongst other things, establishing or verifying that a particular transaction was effected through the use of User authorized ID and Passwords.
- 1.11 The company shall accept that Bank's records and statements of all transactions processed by the use of the **BOC Internet Banking Facility** as conclusive and binding on the company for all purposes.

2. RESPONSIBILITIES FOR SECURITY

- 2.1 The Company agrees to duly acknowledge the receipt of its Password Mailer according to the Bank's requirements. The company also agrees that Bank has a right to retain the Company's **BOC Internet Banking Facility** User ID in disabled status till the Bank receives proper acknowledgement from the Company.
- 2.2 The Company is aware that it is the Company's responsibility to obtain and maintain any equipment, which may be necessary for using **BOC Internet Banking Facility** in proper working condition and with adequate safeguards against malicious threats to such equipment or to **BOC Internet Banking Facility**.
- 2.3 The Company undertakes to access BOC Internet Banking Facility only through the link provided in Bank's official website www.boc.lk and not to access same using any other link.
- 2.4 The Company undertakes not to access **BOC Internet Banking Facility** using defective or insecure equipment, or by any manner, which might adversely affect **BOC Internet Banking Facility**.

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(Signatures of Directors)

- 2.5 The Company does hereby agree to change, from time to time the Password/s assigned to the Company.
- 2.6 The Company will set up and maintain adequate measures to safeguard the **BOC Internet Banking Facility** (including all information and data relating to payment beneficiaries) from disclosure to, and from access or use by, anyone who is not authorized to do so.
- 2.7 The Company shall inform the Bank immediately if it becomes aware of any unauthorized use of the User ID and Passwords by anyone.

3. CONFIDENTIALITY OF BOC INTERNET BANKING FACILITY INFORMATION

- 3.1 The Company shall keep its User ID and Password/s thereof strictly confidential and undertake not to reveal such numbers to any person at any time or under any circumstances.
- 3.2 The Company shall keep all information, techniques, data and designs relating to **BOC Internet Banking Facility** completely confidential. The Company shall not disclose any of them to any other party.
- 3.3 The Company's obligations in connection with confidentiality will continue indefinitely and will not end with the expiry or termination of *the facility*.

4. CHARGES AND PAYMENTS

- 4.1 The Company does hereby authorize the Bank to debit its account/s with all charges relating to transactions made through BOC Internet Banking Facility including annual fees, joining fees and also with any other liabilities inclusive of legal fees or other statutory charges, if any, relating to the use of BOC Internet Banking Facility.
- 4.2 The Company agrees that the Bank is entitled to alter the charges for **BOC Internet Banking Facility** at any time.

5. LIABILITIES FOR LOSS, DELAY. ETC

- 5.1 The Company shall not hold the Bank liable for any loss incurred by the use of User ID and password/s issued to the Company or to Delegates or any substitutes thereon used without the Company's authority.
- 5.2 The Bank shall not be responsible for any loss or damage nor for any loss of profits, *loss* of contracts, financial losses, loss of data or loss of goodwill incurred or suffered by the Company as a result of non acceptance of and/or non adherence to instructions given on **BOC Internet Banking Facility** for any reason whatsoever.
- 5.3 The Company agrees that in case of payments made for goods or services offered by third parties, the Bank cannot and does not take responsibility or liability on the quality, on time delivery or the availability of such goods or services such offered.

..... (Signatures of Directors)

6. OPERATION OF BOC INTERNET BANKING FACILITY

- 6.1 The Bank shall not be responsible for any loss or damage incurred by the Company as a result of an act of the Delegate/s appointed for **BOC Internet Banking Facility**.
- 6.2 The Company does hereby authorize the Bank to debit any of its account/s with the amount of any transaction performed by the Company or any Delegates appointed by the Company.
- 6.3 The Company agrees to pay any charges/payments due to the Bank on transactions/functions performed by the Company or any Delegate/s by using **BOC Internet Banking Facility**.

7. CHANGING THE TERMS AND CONDITIONS

- 7.1 The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions at its absolute discretion with notice to the Company and such amendments, supplements or variations shall be binding on the Company.
- 7.2 The Bank shall determine the privileges attached to the use of the **BOC Internet Banking Facility** and shall have absolute discretion to change, vary add or amend these privileges and conditions attached thereto, from time to time, as the Bank deems fit.
- 7.3 The Bank shall attach or detach any accounts opened in the name of the Company, subsequent to this application. The Company agrees and acknowledges that such attachment or detachment can be due to prevailing rules and regulations of the Bank.
- 7.4 The Bank shall, from time to time introduce new facilities/options into **BOC Internet Banking Facility**. The Company does hereby agree to abide by the terms and conditions applicable to such newly added services, facilities/options though added subsequently to the activation of the User IDs whether or not the Company expressly registers to avail such services.
- 7.5 In case if the Bank requires the Company to register for a specific service provided by **BOC Internet Banking Facility**, the Company undertakes to adhere to such request for registration to avail such service. The Company agrees that any such subsequent registration becomes an integral part of the terms and conditions specified herein.

8. CANCELLATION

The Bank shall have the full discretion to cancel or withdraw the **BOC Internet Banking Facilities** without any prior notice or any reasons given to the Company. In the event that the Company decides to terminate the use of **BOC Internet Banking Facility** or to terminate or employ services of Delegate/s of the Company shall give the Bank not less than seven days prior notice in writing and forthwith return any document relating to **BOC Internet Banking Facility** which are given to the Company by the Bank and obtain a valid receipt thereof.

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(Signatures of Directors)

9. PROPRIETARY AND OTHER RIGHTS

The Company agrees that the **BOC Internet Banking Facility** system will remain the property of the Bank at all times and the Company will not copy the **BOC Internet Banking Facility** or any of the information, technique data or designs relating to them.

10. INDEMNITY

The Company does hereby agree and irrevocably hold the Bank indemnified and save harmless against any losses, charges, suit, claims, expenses and damages that the Bank shall or may be caused sustained, incurred or suffered by reasons of the Company or Delegates using **BOC Internet Banking Facility** in any manner whatsoever and for any loss and/or misdirection of data in transit electronically and by reasons of the Bank generating and/or issuing and /or dispatching the original password/s according to the Company's request and/or subsequent passwords to the Company's or its Delegates' User ID at any written request and /or any substitution effected by the Company or Delegates duly nominated by the Company.

11. GOVERNING LAW

Any controversy arising under or relating to the terms and or conditions hereof shall be construed in accordance with the laws of Sri Lanka and Sri Lanka courts shall have exclusive jurisdiction on same.

In witness whereof the Company doth in pursuance of a resolution of the Board of Directors passed on20.... (A true excerpt whereof from the recorded minutes is annexed) set its Common Seal hereunto aton thisday of20....

.....

(Signatures of Directors with company rubber stamp)

Date:

.....
Signature of the Authorized Officer
With branch rubber stamp

Specimen for Board Resolution to be printed on the company letter head.

..... (Private) Limited

Certified Extracts from the Minutes of a Meeting of the Board of Directors of

.....
The Application form for obtaining Internet Banking Facility at the Bank of Ceylon was tabled and duly considered and approved.

It was resolved:

1. To request the Bank of Ceylon to permit the Company the use of the Bank of Ceylon Internet Banking Facility.
2. To enter into an Agreement with the Bank of Ceylon governing the use of BOC Internet Banking Facility. The said Agreement to be executed on behalf of the Company under the Hands of Mr. and Mr. The Directors of the Company (in terms of the Articles of Association).
3. Online Payments through BOC e-Bank to the following instructions to be activated
 - i. Sri Lanka Ports Authority
 - ii. Sri Lanka Customs
 - iii.
 - iv.
4. The following persons be and are hereby appointed as the Delegates of the Company for the purposes of the said Banking Facility and that each such person be granted a User ID and a separate password which shall be duly acknowledged under their signatures.

The linked Accounts relating to each such Delegates are given below:

Full Name	NIC No	Daily Limit (Rs)	Authority Level (Authorizing / Data Entry)	Account Numbers to be linked
1				
2				
3				

We do hereby certify that the above resolution of the Board of Directors of (Pvt) Ltd was passed at a meeting of the Board of Directors duly convened and held on the 2015 and the same has been duly entered in the Minutes Book and are in accordance with Articles of Association of the Company.

.....
Date

.....
Managing Director

Company Seal

.....
Secretary

* Delete whenever inapplicable