

AGREEMENT GOVERNING THE USE OF BoCiNET

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 the use of Bank of Ceylon (hereinafter referred to as Bank) Internet Banking Service (hereunder referred to as "BoCiNet") and agree to be bound by the following terms and conditions and the indemnity.

1. TRANSACTIONS VIA BoCiNet

- 1.1 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 BoCiNet with or without the knowledge or any further authority by the Company.
- 1.2 By completing the BoCiNet application form, the Company gives its authority to accept to act upon any instructions or messages received by the Bank through BoCiNet which purport to come 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 mean person/s for whom the Company authorizes the Bank to generate and issue User IDs and Pass words for operating BoCiNet 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 Delegates by the Bank on the Company's request and any substitution effected by the Delegated Users thereafter
- 1.3 The Company and the Delegates agree to perform BoCiNet operations through the use of specific menu options available on BoCiNet.
- 1.4 The Company does provide data, information, instructions and messages at its own risk. The Company will ensure that all data transmitted to the Bank for or in connection with BoCiNet service is correct and complete. The Company will let the Bank know immediately about any errors, discrepancies or omissions.
- 1.5 The Company shall accept full responsibility for all transactions processed or effected by the use of BoCiNet howsoever effected.
- 1.6 The Company agree that at no time shall it attempt to effect transactions executed through BoCiNet 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 the sufficient funds are available in the account on the relevant date 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 BoCiNet by any of its Delegates.

: 2 :

- 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 with or without prior notice to the company.
- 1.9 The company agrees that the Company and its Directors shall be jointly and severally liable for all transactions arising from the use of the BoCiNet by any of its delegates.
- 1.10 The Company agrees that when the Bank makes a payment on its behalf the Bank is not acting as the company's agent or agent of the Biller to whom that payment is directed.
- 1.11 The company agrees and authorize the Bank, at its discretion to record by whatever means the transactions which the company or Delegates effect via BoCiNet 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 ID and Passwords.
- 1.12 The company shall accept that Bank's records and statements of all transactions processed by the use of the BoCiNet 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 BoCiNet 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 BoCiNet, in proper working condition and with adequate safeguards against malicious threats to such equipment or to BoCiNet.
- 2.3 The Company undertakes not to access BoCiNet service using defective or insecure equipment, or by any manner which might adversely affect BoCiNet service.
- 2.4 The Company does hereby agree to the change, from time to time the Password/s assigned to the Company at the Bank's discretion.
- 2.5 The Company will set up and maintain adequate measures to safeguard the BoCiNet Service (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.
- 2.6 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 BoCiNet SERVICE 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 BoCiNet 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 this Agreement.

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 BoCiNet and also with any other liabilities inclusive of legal fees or other statutory charges, if any, relating to the use of BoCiNet.

4.2 The Company agrees that the Bank is entitled to alter the charges for BoCiNet at any time without any prior notice.

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 BoCiNet 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.

6. OPERATION OF BoCiNet BY A THIRD PARTY

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 BoCiNet.

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.

6.2 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 BoCiNet.

6.3 The Company agrees to pay any charges/payments due to the Bank on transactions performed by the Company or any Delegate/s by using BoCiNet.

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 or without 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 BoCiNet 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.

: 4 :

7.4 The Bank shall, from time to time introduce new facilities/options into BoCiNet service. 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 BoCiNet, 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 this agreement.

8. CANCELLATION

8.1 The Bank shall have the full discretion to cancel, withdraw or renew the BoCiNet services without any prior notice or any reasons given to the Company. In the event that the Company decides to terminate the use of BoCiNet 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 BoCiNet which are given to the Company by the Bank and obtain a valid receipt thereof..

9. PROPRIETARY AND OTHER RIGHTS

9.1 The Company agrees that the BoCiNet system will remain the property of the Bank at all times and the Company will not copy the BoCiNet service 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 BoCiNet 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

This agreement shall be governed and construed in accordance with the laws of Sri Lanka.

The Company does hereby agree to be bound itself and its successors to the above terms, conditions and Indemnity, in witness whereof the Company doth in pursuance of a resolution of the Board of Directors passed on200. (a true excerpt whereof from the recorded minutes is annexed) set its Common Seal hereunto aton thisday of200.

Director.....

Director/Secretary.....

Date

Company Seal

BoCiNet



**BANK OF CEYLON
APPLICATION FORM FOR BoCiNet
LIMITED LIABILITY ACCOUNTS-BoCiNet**

BANK OF CEYLON

.....Branch

Please use **BLOCK LETTERS**

1. Details of Company

Name: _____

Registration Number: _____

Tax Identification Number: _____

Registered Address: _____

Telephone: _____ Fax: _____ E-mail _____

2. Delegates

First Delegate's Name: Mr/Mrs/Miss _____

NIC No: _____ Signature: _____

Second Delegate's Name: Mr/Mrs/Miss _____

NIC No: _____ Signature: _____

Third Delegate's Name: Mr/Mrs./Miss _____

NIC No: _____ Signature: _____

Operating instructions ** Applicable only to operations through BoCiNet

- 1) Inquiry only 2) Transaction Enterer 3) Transaction Authorizer
- 2) Sole Authority on performing Transactions

Please specify Operating Instructions indicating the Numbers 1-4 within the cage provided next to the Delegate's signature.

NOTE: YOU MAY SEEK FURTHER CLARIFICATION ON SPECIFYING OPERATING INSTRUCTIONS, FROM YOUR BRANCH MANAGER

3. Accounts to be operated through BoCiNet.

Please indicate below the account number on which you intend to operate BoCiNet. Any changes to this arrangement in future should be notified to the Bank.

Current Account Numbers	1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other Account Numbers	1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

4. Declaration by the Company

We, the Directors of Declare that the above information and instructions are true, correct and in accordance with the decision taken by the Board of Directors ofLtd. The Company undertakes to abide by terms and conditions and Indemnify of BoCiNet as detailed overleaf. (Directors should sign according to the powers vested in them. Please put your name, Signature and NIC number).

1. _____

2. _____

3. _____

For Office Use only Corporate ID

User ID 1 <input type="text"/>	Customer ID no. <input type="text"/>
User ID 2 <input type="text"/>	<input type="text"/>
User ID 3 <input type="text"/>	

_____	_____
Customer data verified by	Date
_____	_____
Branch Manager	Date

Data Input/P/W Generation: _____
Date: _____
User Enabled: _____ Date: _____

User	Password Mailer Received	Date	Time	Authorized Officer
1				
2				
3				