**CONDITIONS OF USE FOR CREDIT CARDS**

1. DEFINITIONS In these conditions where the contract so requires or admits

1.1. "This Agreement" means the agreement between DFCC Bank PLC and the Cardholder, the terms of which are these conditions as varied from time to time.

1.2. "Supplementary Cardholder" means a nominee under rule 9 thereof.

1.3. The "Bank" means DFCC Bank PLC.

1.4. "Card" means the Credit Card issued by the Bank to the Cardholder.

1.5. "Card Account" means an account maintained by the Bank in relation to Card transaction.

1.6. "Cardholder" means any person for whose use a Card is issued by the Bank, in Terms of the Agreement and includes a Supplementary Cardholder.

1.7. "Card Transaction" means a transaction carried out whether by using the Card, the Card Account number and/or the PIN or via other payment channel facilitating card transactions including Internet, Telebanking, Call banking, E-wallet and any other Internet Payment Gateway as described and explained in the conditions pertaining to those service/products or otherwise, whether with or without your knowledge or (including a payment for any goods, services and/or benefits and a payment for any charitable purpose and any Cash Advance).

1.8. "Cash Advance" means withdrawal of cash from the credit card account through an ATM network or via DFCC bank branch.

1.9. "Immediate family member" means spouse or the Cardholder's dependent children who are over 18 years or a parent of the Cardholder.

1.10. "Merchant" means a person or organisation who is acknowledged by the Bank to sell goods or services on the acceptance of the Credit Card.

1.11. "Credit Limit" means the maximum debit balance permitted on the Card Account or accounts, where a combined credit is allocated for more than one Card Account, as determined and notified to the Primary Cardholder by the Bank from time to time.

1.12. "PIN" means the Personal Identification Number issued to the Cardholder.

1.13. Primary Cardholder" means a person in whose name a Card Account is maintained and/or a Person at whose request one or more Supplementary Cards have been issued by the Bank to Supplementary Cardholders.

1.14. "ATM" means an Automated Teller Machine or Card-operated machine, whether belonging to us or other participating banks or financial institutions or to the Visa/Mastercard Global ATM Network or its affiliated networks, which accepts the Card.

1.15. "We", "our" and "us" means DFCC Bank PLC.

1.16. "You", "your", "Cardholder" means the person to whom the Card is issued and includes the Primary Cardholder and each and every Supplementary Cardholder where the context requires.

1.17. "The Payment Due Date" the date by which the Total outstanding or at least the Minimum payment due must be made to the Bank as appearing in Credit Card Statement.

1.18. Monthly Statement Period means, the last statement billing date to the start of the next billing date.

1.19. "Personal Use" means the use of the Card by the Cardholder ,solely for the purposes of expenditures of personal nature of the cardholder, cardholder's spouse, children, and parents. For the avoidance of doubt, this definition does not create authority for those family members to use the card and does not include any use of the card for any commercial purposes

1.20. "OTP" - One-Time Password means a unique time-sensitive authentication code issued by the Bank for the purpose of authenticating the Cardholder and authorising transactions, instructions, or access to card-related services.

We use headings in this Agreement for ease of reference but this Agreement is not to be interpreted by reference to the headings.

## 2. USE OF THE CARD

2.1. The Card must be signed by the Cardholder immediately on receipt and may only be used;

2.1.1. by that Cardholder for Personal Use

2.1.2. subject to the terms of this agreement current at the time of use.

2.1.3. within the Credit Limit (any excess over the Credit Limit being immediately repayable to the Bank) and in calculating, whether the Credit Limit has been exceeded the Bank shall take into account the amount of any Card Transaction not yet debited to the Card Account and of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction or any amount that has been reserved by us for a forthcoming transaction as a request made by you.

2.1.4. during the validity period embossed on the Card.

2.1.5. The Cardholder shall not use the Credit Card to acquire land or any other property, payment of monthly installments of any property acquired by the Cardholder or any third party, and/or any capital account transaction specified in the Exchange Control Act, Regulations, Directions or Guidelines issued by the relevant authorities.

2.1.6. The Cardholder shall not use the Credit Card for the use of payments for investments in Sri Lanka.

2.1.7. The Cardholder shall not pre-load the Credit Card and only be used within the prescribed credit limit.

## 3. THE CARD

3.1. The Card is the property of the Bank and will be returned to the Bank immediately by the Cardholder when requested by the Bank.

3.2. The Bank may at it's absolute discretion withdraw at any time the Card and Cardholder's right to use the Card entirely or in respect of specific facilities or refuse to reissue, renew or replace any Card, without any case affecting the Cardholder's obligations under this Agreement, which shall continue to be in force. In case of a Cardholder returning the Card voluntarily, obligations under the Agreement will continue to be in force until all such obligations of the Cardholder hereunder have been satisfied by the cardholder, to the satisfactions of the Bank will be treated as same.

## 4. DELIVERY AND USE OF THE CARD AND PERSONAL IDENTIFICATION NUMBER

4.1. The person to whom the Card is issued ("Cardholder") should sign on the reverse of the Card immediately upon receipt and should not permit any other person to use it and should at all times safeguard the Card and keep it under the Cardholder's personal control.

4.2. In the event the Card is couriered to the Cardholder and Supplementary Cardholder(s), the Cardholder and the Supplementary Cardholder(s) receiving the Card(s), should acknowledge receipt immediately and produce proof of his/her identity. 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/s from the time the Card/s is/are accepted by the Cardholder/Supplementary Cardholder or the person authorized on his/her behalf. The Bank may at its' discretion handover the Card to a third party determined by the Bank or its' representative to be representative of the Cardholder. The Cardholder/ Supplementary Cardholder(s) shall be liable for all charges on the Card/s from the time the Card/s is/are so delivered.

4.3. The personal identification number will be issued to the Cardholder/ Supplementary Cardholder(s), either at the Bank or may be delivered, posted under registered post when requested in writing by the Cardholder/s or delivered through courier at the discretion of the Bank. The Cardholder/ Supplementary Cardholder(s) will be deemed to have received and accepted if the Bank received no notification from the postal department or courier, as the case may be, within a reasonable time. Once received, the PIN is the property of the Cardholder/Supplementary Cardholder(s) and the Cardholder/Supplementary Cardholder(s) should take every precaution to ensure that the number is secured and not compromised in any manner.

4.4. The Bank reserves the right to recover from the Cardholder the value of any disputed transaction(s) along with any associated charges, where the Bank has reasonable proof that the Cardholder/Supplementary Cardholder(s) has performed the transactions.

4.5. The Card should not be used for any illegal or unauthorized transaction which would lead to the reputational damage of the Bank and shall comply with the laws including anti money laundering laws and other rules, regulations and by-laws in the said Republic of Sri Lanka.

4.6. The Cardholder shall exercise all reasonable care and diligence to safeguard the Card, Card details (including, but not limited to, the Card number, expiry date, and CVV/CVC), PIN, OTPs, authentication credentials, and any other security information associated with the Card Account. Upon receipt, the PIN shall be deemed to be in the possession and control of the Cardholder/Supplementary Cardholder(s) .

4.7. The Cardholder shall not record the PIN or any security credentials in a manner that may enable unauthorized access to the Card Account and shall immediately notify the Bank upon becoming aware of any actual or suspected loss, theft, compromise, misuse, or unauthorized disclosure of the Card, Card details, PIN, OTPs, or other security credentials.

4.8. Any transaction authenticated through PIN, OTP, biometric authentication or any other security mechanism shall be deemed authorized by the Cardholder and therefore binds and become the Cardholder's responsibility.

4.9. The Cardholder acknowledges and agrees to remain vigilant against fraud, phishing, social engineering attacks, and other unauthorized activities relating to the use of the Card and Card Account. The Bank may, from time to time, provide fraud prevention guidance, security alerts, customer awareness content, and other risk-related communications through its official channels. The Cardholder shall review and give due consideration to such communications and take reasonable measures to protect the Card Account from unauthorized access, misuse, fraud, or other security threats. Failure by the Bank to issue any such communication shall not relieve the Cardholder of their responsibility to exercise due care in safeguarding the Card and related security credentials.

**5. CREDIT LIMITS**

**5.1. CREDIT LIMITS**

5.1.1. 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 with such documentations as may be requested by the Bank at the Banks discretion.

5.1.2. In computing whether the Credit Limit has been exceeded, the Bank shall take into account the amount of any Card Transaction not yet debited to the Card Account an account and the Account Balance of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction or any amount that has been reserved by us for a forthcoming transaction as a request made by the Cardholder.

5.1.3. The Cardholder will be liable 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.

5.1.4. The Bank may, at its sole discretion, approve transactions that cause the outstanding balance on the Card Account to exceed the assigned Credit Limit. The Bank reserves the right to determine, amend, or withdraw the permissible excess-limit percentage applicable to any Card Account at any time without prior notice. The Cardholder shall be fully liable for all transactions, fees, charges, interest, and other amounts incurred that result in the Credit Limit being exceeded, whether such excess arises from purchases, cash advances, recurring transactions, pre-authorized transactions, currency fluctuations, fees, charges, or any authorization approved by the Bank above the Credit Limit. Approval of any over-limit transaction by the Bank shall not constitute an increase in the Credit Limit, nor shall it create any obligation on the Bank to approve future over-limit transactions. The Bank may decline any transaction that exceeds the Credit Limit or the permissible excess-limit percentage determined by the Bank from time to time.

5.1.5. At the request of the Cardholder, The Bank may, at its sole discretion & Credit evaluation, grant temporary enhancements to the Cardholder's Credit Limit, subject to terms & conditions, fees, and charges as the Bank may prescribe. The Cardholder shall ensure timely settlement of all outstanding amounts, including any balances arising from the enhanced limit, in accordance with the applicable payment terms. Failure to do so may result in applicable fees and charges, and the default being reported to relevant credit information bureaus.

**5.2. COMBINED CREDIT LIMIT**

5.2.1. The combined Credit Limit shall be the maximum permitted for the current balances of all Card Accounts of the Cardholder if the Cardholder has more than one Card Account and advised in writing by the Bank to be combined Card Accounts.

5.2.2. Current Balance means the Cardholders' total liabilities outstanding and owing to the Bank at any given time in connection with the Card Account(s) and/or this agreement, including but not limited to all Card Transactions, interest, charges, fees, costs and expenses (including legal costs), whether actual or contingent and whether incurred now or in the future.

5.2.3. Subject to clause 15.2 the Cardholder must not use the Card/s in a manner that the current balance exceeds the combined Credit Limit at any one time.

5.2.4. In calculating whether the combined Credit Limit has been exceeded, the bank may take into account any Card Transaction which has been carried out and not been debited to the Card Account or any proposed Card Transaction for which the Bank has given authorization to a third party or any amount that has been reserved by the bank for a forthcoming transaction on a request made by the Cardholder.

5.2.5. If the Cardholder carries out any Card transaction which results in the combined Credit Limit being exceeded, whether with or without prior consent, the Cardholder must immediately pay the amount in excess of the combined Credit Limit in such manner and to such account as the Bank may in its absolute discretion direct and may communicate this direction to the Cardholder by any means deemfit. If the Cardholder fails to comply with this, the Bank reserves the right, without prejudice to any of its rights or remedies, to terminate Card Account forthwith with notice to the cardholder

## 6. BILLING AND PAYMENT

6.1. 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 the total amount outstanding on the Card Account ("the Total Outstanding") and the "Minimum Payment Due" from the Cardholder for the current billing period, in respect of the Total Outstanding and the date by which the payment must be made to the Bank ("the Payment Due Date"). The Minimum Payment Due will be 5% of the Total Outstanding or Sri Lankan Rupees 250 whichever is greater or, if the Total Outstanding exceeds the Cardholder's Credit Limit, 5% of the Credit Limit together with the amount by which the Total Outstanding exceeds the Credit Limit. The Total Minimum Payment Due also includes any unpaid Minimum Payment Due, from previous Billing Period(s). Any Payment tothe Bank will only take effect when received at the address notified by the Bank and credited 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 subject to realisation.

6.2. Payment 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 Cardholder's liabilities to the Bank under these Terms and Conditions in such order as the Bank may decide.

6.3. All sums due under this agreement may be paid in Sri Lankan Rupees. If we receive a payment in a currency other than Sri Lankan Rupees, the Bank will convert it to Sri Lankan Rupees at such time and rate of exchange as we may in its absolute discretion adopt in accordance with the usual practice. The Cardholder/s must bear all exchange risks, losses, commission, fees and charges which may thereby arise.

6.4. The Bank will credit the Card Account with any refund in respect of a Card 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 after receipt of the amount of such refund, payment or credit in Sri Lanka and conversion to Sri Lankan Rupees where necessary, subject to the terms of this Agreement and shall not be remitted to the Cardholder unless the Bank otherwise determine but shall be applied towards the full or partial discharge of the current balance.

6.5. The Cardholder may issue direct debit written standing instructions to the Cardholder's current or savings account (designated settlement Account) with the Bank to make payments of a percentage of the Cardholder's outstanding Credit Card bill amount to the Card Account on the Payment Due Date.

6.5.1. The Cardholder agrees that any amendment and/or cancellations to any such standing instruction should reach the Bank at least two weeks before the next Payment Due Date.

6.5.2. For a direct debit standing instruction given to the designated settlement account with the Bank, the following additional terms and conditions shall apply.

6.5.3. 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.

6.5.4. The Cardholder agrees to provide sufficient funds in the designated settlement account in order to meet the standing instruction on the day prior to the Payment Due Date. In case of insufficient balance in the settlement account, the Cardholder agrees and acknowledge that the Bank may 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 all related charges, fees, and levies including finance charges accrued thereon, at a rate to be determined by the Bank from time to time.

6.5.5. The Cardholder agrees that all the interim payments made between the statement date and working day prior to the payment payment due date will be taken into consideration when calculating the direct debit standing instructions given to a designated Settlement Account with the bank.

6.5.6. The Bank reserves the right to cancel the standing order given if sufficient funds were not available in the designated settlement Account.

6.6. Card Transactions, which are effected in currencies other than Sri Lankan Rupees, will be debited to the Card Account after conversion into Sri Lankan Rupees at a prevailing rate as determined by the Bank on the day of conversion. The Cardholder/s must bear all exchange risks, losses, commission, fees and charges which may thereby arise.

6.7. The Cardholder shall be liable for any exchange loss, which may result from the cancellation, reversal or refund of a transaction including refund or reversals due to disputed transactions.

6.8. The Cardholder must pay the Bank all sums due under this agreement in full without any deduction or withholding (whether in respect of set off, counter claim, taxes, charges, or otherwise) unless the deduction or withholding is required by law. If a deduction or withholding is required by law, you must immediately pay us an additional amount so that we receive an amount equal to the full amount which we would have received had no such deduction or withholding been made; and you must furnish us an official receipt of the relevant authority involved for all amounts so deducted or withheld.

6.9. Without prejudice to the other provisions of the agreement if the Cardholder should be absent from Sri Lanka for more than one month, the Cardholder shall leave clear and specific written instructions to settle the Card Account and shall advice such instructions to the Bank’s Card Centre prior to his/her departure. The Bank reserves the right to cancel the Card at its’ own discretion with notice to the Cardholder if not duly informed by the Cardholder.

6.10. The Cardholder shall examine each Statement issued in respect of the Card Account and shall notify the Bank in writing of any alleged mistake therein within twenty (20) days of the Statement Date. After such period, the Statement and entries therein (except for any alleged mistake so notified) shall be conclusively considered as correct between the Bank and the Cardholder. Unless otherwise requested by the Cardholder, all statements shall 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 seventy two (72) hours of posting the same. The Cardholder may request the Bank to send the Statements through electronic mail (email) to an email address specified by the Cardholder, pursuant to which the Bank may consider sending the Statements to the said email address and shall be deemed to have been received at the time the message leaves the Bank Mail Server. However the Cardholder hereby expressly understands, agrees and accepts that email transmission cannot be guaranteed to be secured or error-free as information could be intercepted, corrupted, lost, destroyed, arrived late or incomplete or contain viruses and the Bank therefore does not accept liability for any errors or omissions in the contents of the email which arise as a result of email transmission.

6.11. Non receipt of a statement will not be considered a valid reason for non payment. The Cardholder should inform the Bank if the Statement is not received within the fourteen (14) days from the Statement generated date or if in case of a new Card, fourteen days from the date the Card was approved.

## 7. RECURRING / INSTALLMENT PAYMENTS

The Bank’s installment plan programs which are the Loan on Card (LOC) Card Flexi Plan (CFP), Card Balance transfer (CBT) are subject to special Terms and Conditions pertaining to each such said installment plans which shall be upon submitting the Application by the Cardholder be offered to the Cardholder at the discretion of the Bank subject to the Cardholder accepting the said special terms and conditions.

7.1. Loan on Card (LOC)

7.1.1. The Loan on Card Facility is available only to the existing/new active Signature, Infinite, Pinnacle, Prestige and World Mastercard Credit Cardholders of DFCC Bank PLC. Bank has the right to change the eligible products and limits time to time and the latest information will be under the specific program details which will be available on www.dfcc.lk/dfcc-cards/credit-cards/loan-on-card/

7.1.2. The Loan on Card facility (the "LOC Facility") allows the Cardholder to avail a cash advance facility on his/her Card which can be repaid in equal monthly installments of 3, 6, 12, 24, 36, 48 or 60 months.

7.1.3. The minimum LOC value to be eligible for this programme shall be LKR 10,000/- and the maximum LOC value shall be up to 75% of the Credit Limit (b) The installments would be debited to the Cardholder in equal monthly Installments which would be a split of a part of the capital outstanding of the LOC Facility and a part of the handling fee applicable in obtaining such LOC Facility. The amount of the said handling fee shall be as specified in the tariff available on the official website of the Bank at www.dfcc.lk.

7.1.4. The LOC Facility amount will be issued by debiting the Cardholder's Card Account through transfer of funds to a designated savings/ current account of the Cardholder held with DFCC Bank.

7.1.5. Standard set-up fee will be charged from the Credit Card Account when issuing the LOC Facility.

7.1.6. The Credit Limit on the Cardholders' Account will be blocked by a value equal to the capital amount of the LOC Facility and the applicable handling fee and will be released and be available for the Cardholder upon as and when the monthly installments are billed and paid for in the subsequent months.

7.1.7. If the Cardholder defaults on payment of any of the installments of the LOC Facility, the Bank reserves the right to foreclose the total balance outstanding of the LOC Facility together with any charges as may be applicable and debit the entire outstanding amount to the Card Account.

7.1.8. Payments made in excess of the outstanding amount of the Card Account will not automatically be adjusted against unbilled installments of the LOC Facility and will not result in prepayment of the LOC Facility.

7.1.9. In the event the Cardholder wishes to settle the LOC Facility prior the due period the Cardholder will inform the Bank in writing of his/her intention to settle the balance outstanding of the LOC Facility on the Card Account. In such event of an early settlement, an early settlement fee of 4% shall be charged on the Capital outstanding of the LOC Facility.

7.1.10. The Terms and Conditions herein pertaining to LOC Facility shall be in addition to and not in derogation of the Terms and Conditions contained in the Cardholder Agreement hereof. The LOC Facility is by way of a special facility for Cardholders and nothing contained herein pertaining to LOC Facility shall prejudice or affect the Terms and Conditions of the Cardholder Agreement hereof.

7.1.11. The decision of the Bank, on all matters relating to LOC Facility including but not limited to disputes, is final and binding on all Cardholders who are availing of the LOC Facility.

7.1.12. By accepting the LOC Facility, the Cardholder agrees to be bound by these Terms and Conditions.

7.2. Card Flexi Plan

7.2.1. The Card Flexi Plan ("CFP") allows the Cardholder to covert a purchased transaction at a merchant outlet over LKR 10,000/- in to an installment plan up to 60 months and is made available by Bank to the Cardholder, (excluding Corporate Credit Cards) and can be withdrawn or amended at any time by the Bank, at the sole discretion of the Bank with notice to the Cardholder.

7.2.2. The minimum transaction value to be eligible for this programme shall be LKR 10,000/- and the maximum transaction value shall be LKR 1,000,000/-. (Referred hereafter as "Eligible Transaction").

7.2.3. An Eligible Transaction can be converted to the CFP only within 14 days from the transaction purchased date unless specified otherwise for specific promotions.

7.2.4. The Eligible Transaction can be converted to a 3, 6, 12, 24, 36, 48 or 60 month installment plan along with a nominal handling fee decided by the Bank.

7.2.5. The Credit Limit on the Credit Card Account will be blocked to the extent of the capital amount of the CFP and handling fee availed and will be released and be available for the Cardholder upon as and when the monthly installments are billed and paid for in the subsequent months.

7.2.6. The CFP monthly installment will be billed to the Cardholder on the immediate next statement date.

7.2.7. If the Cardholder defaults the minimum payment on the Payment Due Date, the Bank reserves the right to foreclose the CFP outstanding and debit the entire outstanding amount.

7.2.8. Payments made in excess of the Credit Card outstanding will not automatically be adjusted against unbilled installments and will not result in prepayment of the CFP facility.

7.2.9. In case the Cardholder wishes to settle the CFP prior the due period the Cardholder should inform the bank in writing of his/her intention to close the CFP on the Credit Card Account. In such event of an early settlement, a 4% early settlement fee shall be applicable from the CFP capital outstanding amount.

7.2.10. If the Cardholder closes his Credit Card before all outstanding installments are billed to the Credit Card account statement, the outstanding CFP installments will be debited to the Credit Card Account as one consolidated amount.

7.2.11. Cardholders should not hold the Bank responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that a Cardholder may suffer, sustain or incur by availing the CFP facility.

7.2.12. The Terms and Conditions herein pertaining to CFP shall be in addition to and not in derogation of the Terms and Conditions contained in the Cardholder

Agreement hereof. The CFP is by way of a special facility for Cardholders and nothing contained herein pertaining to CFP shall prejudice or affect the Terms and Conditions of the Cardholder Agreement hereof.

7.2.13. The decision of the Bank, on all matters relating to this the CFP including but not limited to disputes, is final and binding on all Cardholders who are availing of the CFP facility.

7.2.14. By accepting the CFP, the Cardholder agrees to be bound by these Terms and Conditions of the Cardholder Agreement and the decisions of the Bank.

7.3. Card Balance Transfer Facility

7.3.1. Balance Transfer Facility is available only to the existing/new active Signature, Infinite, Pinnacle, Prestige and World Mastercard Credit Cardholders of DFCC Bank PLC. Bank has the right to change the eligible products and limits time to time and the latest information will be under the specific program details which will be available on www.dfcc.lk/dfcc-cards/credit-cards/balance-transfer/

7.3.2. The Card Balance Transfer facility (the "CBT Facility") allows the Cardholder to transfer his/her Credit Card balance of another Bank to the DFCC Credit Card Account is available to Cardholders who maintain other bank credit cards.

7.3.3. Minimum balance transfer amount shall be LKR 20,000 and the maximum balance transfer amount shall be up to 75% of the Credit Limit of the Cardholder.

7.3.4. The Balance Transfer amount can be converted to a 6, 12, 24, 36, 48 or 60 month installment plan along with a nominal handling fee decided by the Bank.

7.3.5. The Credit Limit on the Credit Card Account will be blocked to the extent of the principal amount of the CBT Facility and handling fee availed and will be released and be available for the Cardholder upon as and when the monthly installments are billed and paid for in the subsequent months.

7.3.6. The CBT Facility monthly installment will be billed to the Cardholder on the immediate next statement date.

7.3.7. If the Cardholder defaults the minimum payment on the Payment Due Date, the Bank reserves the right to foreclose the CBT Facility outstanding and debit the entire outstanding amount (h) Payments made in excess of the Credit Card outstanding will not automatically be adjusted against unbilled installments and will not result in prepayment of the CBT Facility.

7.3.8. In case the Cardholder wishes to settle the CBT Facility prior the due period the Cardholder should inform the Bank in writing of his/her intention to close the CBT Facility on the Credit Card Account. In such event of an early settlement, a 4% early settlement fee shall be applicable from the remaining CBT Facility capital outstanding amount.

7.3.9. If the Cardholder closes his Credit Card before all outstanding installments are billed to the Credit Card Account statement, the outstanding CBT Facility installments will be debited to the Credit Card Account as one consolidated amount.

7.3.10. Cardholders should not hold the Bank responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that a Cardholder may suffer, sustain or incur by availing the CBT Facility.

7.3.11. The Terms and Conditions herein pertaining to CBT Facility shall be in addition to and not in derogation of the Terms and Conditions contained in the Cardholder Agreement. The CBT Facility is by way of a special facility for Cardholders and nothing contained herein pertaining to CBT Facility shall prejudice or affect the Terms and Conditions of the Cardholder Agreement.

7.3.12. The decision of the Bank, on all matters relating to this the CBT Facility including but not limited to disputes, is final and binding on all Cardholders who are availing of the CBT Facility.

7.3.13. By accepting the CBT Facility, the Cardholder agrees to be bound by these Terms and Conditions of the Cardholder Agreement and the decisions of the Bank.

## 8. FEES & CHARGES

(Certain charges may be exempted from time to time depending on the type of Card - Please refer the relevant product details. Visit www.dfcc.lk for the complete tariff guide)

8.1. The Cardholder agrees to pay the Bank Joining and Annual Fee for the Card. Fees will be debited to the Card Account when due.

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

8.3. A handling fee for copies for card statement would be debited to the Card Account at a rate which will determined by the Bank.

8.4. If the Cardholder does not settle the total outstanding by the Payment Due Date, interest will be charged at a rate determined by the Bank from time to time as specified in the tariff available on the official website of the Bank at www.dfcc.lk or informed in writing by the Bank, calculated daily on the statement balance commencing the first day of current statement month until the next statement date. Bills received during the period mentioned above shall not be taken into account for the purpose of calculating interest. However, the payments made shall be taken into account for this purpose.

8.5. Without prejudice to the payment of the interest referred to in clause 8.4 above if the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, the Bank shall levy a charge on such late payments at such rate or rates to be determined from time to time as specified in the tariff available on the official website of the Bank at www.dfcc.lk and will be debited to the Card Account.

8.6. A Cash Advance Fee and/or a handling fee will be charged on all Cash Advances and debited to the Card Account. Any changes to the fee will be determined and notified to the Cardholder by the Bank. An Over Limit Fee determined by the Bank will be charged and debited to the Card Account if the assigned Credit Limit is exceeded at any point during the billing period.

8.7. For this purpose any amount debited to the Account as Bank charges will also be considered, when computing whether the Credit Limit has been exceeded.

8.8. All purchase of petrol, diesel, gas and other supplies available from fuel stations in Sri Lanka are subject to a handling fee which will be debited to the Card Account at a rate of 1.0% of the commodity value and subject to the changes of the rate determined by the Bank.

8.9. All statutory levies will be charged to the Cardholder's Card Account for each and every overseas (country of origin outside of Sri Lanka) transaction undertaken with the Card. Theses statutory charges may be amended from time to time. The statutory charges may be amended from time to time with prior notification to the Cardholder.

8.10. From and out of the sums deposited by the Cardholder to the credit of the Card Account, the statutory charges, the payments, charges and fees due to the Bank, and Cash Advances obtained by the Cardholder respectively shall first be deducted in respect of each unsettled Card Statement and only the balance amount shall be applied in reduction of balances outstanding appearing in the Card Statement, on account of respective transactions performed by using the Card.

**9. SUPPLEMENTARY CARDS**

9.1. The Bank may issue a Supplementary Card(s) at the request of the Primary Cardholder to a party nominated by him/her to immediate family members of the Primary Cardholder at the Bank's discretion. Both the Cardholder and the Supplementary Cardholder(s) will be jointly and severally liable for the use of the Card and of the Supplementary Card(s) whether their Card Accounts are combined or separate. Any Supplementary Cardholder(s) will be bound by the Terms and Conditions of this Agreement. The Primary Cardholders at his/her discretion.

9.2. All communication sent or given to the Primary Cardholder or the Supplementary Cardholder is deemed to be sent or given to both.

9.3. The Primary Cardholder and each Supplementary Cardholder agree to be bound by all instructions and requests made or purportedly made by any of them or any third party authorized in writing by the Primary Cardholder to operate the Card Account, in which event the Primary Cardholder indemnifies the Bank from and against any loss, damage, claim, cost or expense of whatsoever nature arising out of the Bank having acted on the instructions of such third party authorized by the Primary Cardholder.

9.4. The combined Credit Limit is applicable to the Primary Cardholder and all Supplementary Cardholders collectively; the Primary Cardholder and all Supplementary Cardholders must not carry out Card Transactions in such a manner that the current balance respectively incurred by them exceeds the Combined Credit Limit.

9.5. Without prejudice to Clause 21, The Bank hereby authorized by the Primary Cardholder to disclose, in our absolute discretion, particulars of the Primary Cardholder or the Card Account to the Supplementary Cardholder and to such other persons including persons authorized by the Primary Cardholder as the Bank deem fit to make such disclosure in the course of enforcing the Bank's rights under this agreement or preliminary thereto.

9.6. The Primary Cardholder is entitled at any time to terminate the use of any Supplementary Card, and the Supplementary Cardholder may terminate the use of his/her Supplementary Card, at any time in accordance with clause 11.1, unless and until the Bank receives such Supplementary Card, The Bank will not be bound by or accede to any instruction given by the Primary Cardholder or any Supplementary Cardholder to terminate the use of such Supplementary Card. The respective obligations and liabilities of the Primary Cardholder and Supplementary Cardholder under this Agreement will continue notwithstanding that the use of such Supplementary Card is terminated.

9.7. All undertakings, liabilities and obligations owing to the Bank under this Agreement by the Primary Cardholder and the Supplementary Cardholder will not be prejudiced or affected in any way by any dispute or counter claim or right of set-off which the Primary Cardholder and the Supplementary Cardholder may have against each other.

9.8. The discharge or waiver of any liability of the Supplementary Cardholder for any reason will not prejudice or affect the undertakings, liabilities and obligations of the Primary Cardholder or our rights and remedies against the Primary Cardholder and vice versa.

## 10. USE OF DFCC BANK ATM MACHINE

10.1. Cardholders may use their Cards at DFCC Bank ATM Machines and other ATMs which will accept the Card for transactions allowed by such machines on Cardholders Card Account are linked to the Credit Card.

10.2. The use of the Card to obtain facilities from the Cardholder's Current/ Savings Account through DFCC Bank ATM or other ATMs shall be subject to the prevailing of terms and conditions governing all services/facilities and transactions as prescribed for the DFCC Bank Card.

10.3. The Cardholders shall be responsible and liable for all transactions effected through ATMs by the use of the Card with or without knowledge or authority of the Cardholder. Where the Cardholder withdraws money through the ATMs, from his/her Card Account or from his/her other linked Accounts, the Bank shall debit Card Account or the other respective Account as the case may be. Where Supplementary

Cards are issued at the request of the Primary Cardholder, the Cardholder along with the Supplementary Cardholder shall be jointly and severally liable to the Bank for any charges for use of the Card through the ATM Machines.

10.4. The Cardholder agrees that the Bank's records of all transactions of the Cardholder's Current/Savings account shall be conclusive and binding on the Cardholder for all purposes.

10.5. Any dispute arising due to transactions performed at ATM machines by Cardholders will be investigated by the Bank and will be added to the liability of the Cardholder(s) unless proved otherwise to the satisfaction of the Bank. The report of a lost Card will not result in a suspension or cancellation of this liability as a PIN number has to be used for the ATM transaction. Cardholders have been specifically instructed to protect, secure and separate PIN from the Card and failure to do so is deemed as an acceptance of liability.

## 11. TERMINATION

11.1. 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 Supplementary Card(s). Where this Agreement relates to the use of a Supplementary Card(s), the Cardholder or the Supplementary Cardholder(s) may terminate this Agreement [in so far as it relates to the use of the Supplementary Card(s)] by written notice to the Bank accompanied by the return of the Supplementary Card(s). Returned Cards should be cut into two or more pieces.

11.2. The Bank may terminate this Agreement at any time by cancelling or refusing to renew the Card with or without prior notice and with cause. Unless and until such termination takes place the Bank may provide a new Card (Renewal Card) to the Cardholder from time to time.

11.3. The whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected but 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 Cardholder's bankruptcy or death. The Cardholder or his estate will be responsible for settling 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 charge and other fees and charges referred in the clause 8 at its prevailing rate(s).

11.4. Cardholder and/or Supplementary Cardholder(s) shall be liable for any loss or cost which the Bank determines it has suffered as a result of any breach of this agreement.

11.5. 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.

## 12. LOSS OF THE CARD AND PIN

12.1. The Cardholder must exercise all possible care to ensure the safety of the PIN and the Card and should prevent the PIN becoming known to any other person.

12.2. The loss or theft of the Card and/or PIN should be reported immediately upon discovery of loss/theft by telephone, email, fax or telex to the Bank's Card Centre and in writing to the police but in any such case the telephone, email, fax or telex message shall be confirmed in writing to the Bank. The Cardholder shall be liable for all amounts debited to the Card Account and pending transactions yet to be debited to the Account as a result of the unauthorized use of the Card and/or PIN until the Bank acknowledges the deactivation of the card upon confirmation of its loss or the theft has been notified properly by the cardholder and later confirmed in writing to the Bank. In the event the Cardholder recovers the lost or stolen Card(s) the Cardholder shall return the recovered Card(s) to the Bank immediately.

12.3. 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 or the disclosure of the PIN and take all steps deemed necessary by the Bank to assist in recovery of a missing Card.

12.4. 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 determined by the Bank and shall be issued at the Bank's discretion on the same terms and conditions or at varied terms and conditions as Bank deems fit as the original Card and under same or different account numbers.

12.5. Notwithstanding anything to the contrary herein contained, the Cardholder shall be liable for all losses to the Bank arising from the use of the Card by any person obtaining possession of it with the Cardholder's consent.

## 13. GENERAL

13.1. The Cardholder will notify the Bank's Card Centre promptly in writing of any changes in employment and/or in his/her office or residence address and telephone numbers, with documentary proof thereof.

13.2. Any notice given or correspondence with the Cardholder by post shall be sent to the latest address provided by the Cardholder to the Bank in writing and shall be deemed to have received within 48 hours of posting.

13.3. The Bank shall have the right at its' absolute discretion to transfer, assign and sell in any manner, in whole or in part of the outstanding amount on the Card Account. The Cardholder hereby authorises the Bank to appoint third party collection agents for recovery of outstanding amounts. The Cardholder shall pay all the costs of collection of the outstanding amounts with interest, legal expenses and collection agency charges, should it become necessary to refer the matter to a collection agency or to take legal action to enforce payment.

13.4. Whenever required by the Bank, the Cardholder shall furnish data concerning his/her financial position to the Bank. The Cardholder further authorises the Bank to verify 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 with notice to the Cardholder, if deemed appropriate, upon such cancellation, the total outstanding becoming immediately payable by the Cardholder to the Bank.

13.5. The Bank reserves the right to redirect the Cardholder's statements and/or correspondence to another address designated on the application form in the event the Bank's mailings are returned and the Cardholder cannot be contacted.

13.6. The Bank reserves the right to reduce the Credit Limit granted initially and/or to stop the renewal on the unsatisfactory conduct of the Account with or without prior notice to the Cardholder.

13.7. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

13.8. If the Cardholder disputes any transaction/s, the Bank will investigate such disputes. However, if the Cardholder does not wish to pursue legal action or does not visit the Bank to assist in investigations or does not wish to observe Closed Circuit Television (CCTV) and other evidence or does not wish to visit merchant outlets or ATM's in the course of the investigation, the Cardholder may be held liable for all disputed transactions.

13.9. The Cardholder hereby consents to recording of telephone calls with the Bank (whether made via Tele-banking or otherwise) and to their use for any purpose as the Bank deem fit including their use as evidence in any proceedings against the Cardholder or any other person.

13.10. No failure on the Bank to exercise and no delay on the part of the Bank in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.

13.11. Any waiver by the Bank of Bank rights or remedies in respect of any term of this Agreement or any breach of this Agreement on the Cardholder must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

13.12. The Bank records (including computer and microfilm stored) of all matters relating to the Cardholder, any Card Transaction, Credit Card and/or Cardholder Card Account and/or the Cardholder is conclusive evidence of such matters and is binding against you for all purposes, save for manifest error, subject to the Bank's right to rectify any error or omission therein and Banks right to adduce other evidence. The Cardholder hereby agree not to, at any time dispute the authenticity or accuracy of any computer output relied upon by the Bank for any purpose whatsoever. The Bank may, in its absolute discretion, microfilm or otherwise record in such manner as the Bank may deem fit destroy any document relating to any Card Transaction or your

Card Account after microfilming or otherwise recording the same in such manner as may deem fit as well as to destroy such microfilm and records at any time.

13.13. The Cardholder agrees to be bound by all terms and conditions ("Other Terms and Conditions") governing the use of such facilities, benefits or services, which may from time to time be made available to the Cardholder by the Bank in connection of the Card Account, within the same may be amended or varied from time to time. If there is any conflict between this agreement and the other Terms and Conditions pertaining to the Credit Card, the former will prevail and the letter will be deemed to be modified so far only as it is necessary to give effect to the provisions of this Agreement unless otherwise provided by this Agreement nothing in this Agreement will affect the validity and enforceability of our rights or remedies under the other Terms and Conditions which will continue to apply.

13.14. The Bank may use transaction monitoring systems, fraud detection tools, authentication controls, and other security measures to identify, verify, prevent, or mitigate unauthorized, suspicious, fraudulent, or high-risk transactions. The Bank may, at its discretion, review, decline, block, or request verification of any transaction. The Bank shall not be liable for any loss, inconvenience, delay, cost, or damage arising from such action taken in good faith to protect the Cardholder and the Bank from fraud or unauthorized activities. The Cardholder acknowledges that such measures are risk-management tools and may not prevent or detect all unauthorized, suspicious or fraudulent transactions.

13.15. The Bank shall not be responsible for the quality, suitability, delivery, merchant representations, warranties or performance of goods and services purchased using the Card. The claim or dispute with the establishment, Merchant or any other Bank shall be settled between the Cardholder and such establishment, Merchant and/or Bank, without any payment being withheld from the Bank.

13.16. 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/POS 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.

13.17. The Cardholder shall notify the Bank of any disputed transaction within the period prescribed by the Bank, Visa, Mastercard, UnionPay or any applicable payment scheme rules and shall provide all supporting documents and evidence requested by the Bank within the stipulated timeframes.

13.18. The Cardholder shall fully cooperate with the Bank in any dispute investigation, including providing information, documentation, statements, police reports, affidavits or any other assistance required by the Bank. Failure to cooperate may result in the dispute being rejected or closed.

13.19. Any temporary credit granted during the investigation of a disputed transaction shall be provisional and subject to the final outcome of the investigation. The resolution of disputes will be determined based on applicable payment scheme rules, merchant responses and supporting evidence. Where a dispute is not upheld, the Bank reserves the right to reverse any temporary credit previously granted.

13.20. The Bank reserves the right to decline, reject, discontinue or reverse any dispute, chargeback, refund or adjustment where sufficient evidence is unavailable, applicable scheme requirements are not met, timelines are exceeded, or where the dispute is deemed fraudulent, abusive or otherwise invalid.The Bank may debit the Card Account for any dispute credits subsequently reversed or found to be unwarranted.

13.21. The Cardholder acknowledges and agrees that any failure to settle outstanding amounts due on the Card Account may be reported by the Bank to the Credit Information Bureau (CRIB) and/or any other regulatory or reporting agency as permitted or required by applicable law and regulations. Such reporting may adversely affect the Cardholder's credit record and ability to obtain credit facilities in the future.

13.22. The Bank reserves the right, at its sole discretion and without prior notice, to suspend, restrict, block, cancel, or terminate the Card and/or any related facility where the Cardholder breaches these Terms and Conditions, where fraud, suspected fraud, misuse, or security concerns arise, or where such action is required to comply with applicable laws, regulations, regulatory directives, court orders, or the Bank's internal risk management policies. Such action shall not affect the Cardholder's obligation to settle all outstanding amounts due on the Card Account

13.23. Cardholders may refer to the Bank's Code of Conduct for information relating to cardholder rights, responsibilities, and the standards applicable to the Bank's card products. The Code is available on the Bank's website and upon request.

13.24. The Bank reserves the right, at its sole discretion, to revoke, reverse, recover, cancel, or charge back any promotional benefit, discount, reward, cashback, or other incentive granted to the Cardholder where the Bank determines that such benefit was obtained through misuse, abuse, fraud, manipulation, ineligible transactions, or any breach of the applicable promotion terms and conditions.

## 14. AUTHORISATION AND INDEMNITY FOR TELEPHONE, TELEX, FACSIMILE AND EMAIL INSTRUCTIONS.

14.1. The Cardholder authorises the Bank to rely upon and act in accordance with any notice, instruction, 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 enquire on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identify 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 instruction as final.

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

14.3. In consideration of the Bank acting in accordance with the Terms of this authorisation and instructions 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 however arising out of or in connection with the instructions.

14.4. The Terms of this authorisation 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. Such termination will not release the Cardholder from any liability under this authorisation I and indemnity in respect of any act performed in accordance with the Terms of this authorisation and indemnity prior to the expiry of such time.

## 15. DISCRETION

15.1. Without prejudice to any of our rights and remedies, the Bank is entitled, at any time at Banks absolute discretion and without giving any reason or notice, to refuse to approve any proposed Card Transaction notwithstanding that the current balance, if the proposed Card Transaction was debited thereto, would not have exceeded the Credit Limit.

15.2. Without prejudice and notwithstanding the other provisions of this Agreement, The Bank may allow or approve any Card Transaction which will result in the current balance exceeding the Credit Limit.

15.3. Notwithstanding and without prejudice to the other provisions of this Agreement, the Bank is entitled at any time at Bank's absolute discretion without notice and without giving any reason to:

15.3.1. suspend the Cardholder's right to use the Card entirely or in respect of specified facilities; and/or

15.3.2. decrease the Credit Limit; and/or

15.3.3. refuse to re-issue, renew or replace the Card; and/or

15.3.4. introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the Card Account, whether specifically relating to the Cardholder or generally to all or specific Cardholders.

15.4. The Bank may at the Cardholder's request or if and when deem it appropriate at any time without incurring any liability or giving any reason, and upon giving the Cardholder notice, change the Card Account number; and for the Card Number open a new Card Account and/or issue a replacement Card: and transfer the current balance and all credits (if any) from the original Card Account to the new Card Account. After the Bank has given the Cardholder such notice, the Cardholder must immediately return to the Bank the old Card cut in to 4 pieces.

15.5. The Cardholder's obligations and liabilities under this Agreement will not be affected or prejudiced by such change of the Card Account and this Agreement and all previous direct debit authorization instructions given to the Bank in respect of the former Card Account will continue to apply to the new Card Account and the Bank will continue to make such debits unless the Cardholder otherwise notify the Bank in writing.

## 16. EFFECT OF THIS AGREEMENT

16.1. 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 authorised Credit Limit.

16.2. 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 obligation to the Bank hereunder.

16.3. The Bank shall not be liable in any way to the Cardholder for any inconvenience, loss 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.

16.4. The Bank is not liable if its unable to perform obligations under this Agreement, due directly or indirectly to the failure of any machine or communication system, defect or damage of the Card, industrial dispute, war, Act of God, or anything outside our control or the control of its servants or agents.

16.5. The Bank may select a date each month as the 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.

16.6. 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. The

Bank will not be obliged to verify signatures or contents of such charge records in this process.

16.7. The Cardholder agrees that the Bank's records, sales slips and the statement of account of all transactions shall be conclusive and binding on the Cardholder for all purposes.

16.8. The Bank shall not be held liable in anyway to the Cardholder for any claims of whatever nature howsoever arising due to any failure or as a consequence of the services, products, or benefits provided by advertisers in the brochure, statements or publications of the Bank.

16.9. You agree that the Bank has its absolute discretion to use such agents, contractors or correspondents as the Bank deem fit to carry out or procure any of matters or transactions governed by or contemplated in this Agreement, and Bank will not be liable to the Cardholder for any act, omission, neglect or willful default on the part of such agents, contractors and/or correspondents.

## 17. INDEMNITY

17.1. The Cardholder will fully indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense (including legal costs on a full indemnity basis) which the Bank may incur or suffer as a result of or in connection with the Cardholder's Card Account and/or this Agreement, including without prejudice to the generality of the foregoing:

17.1.1. the breach of any of the Cardholder's obligations under this Agreement;

17.1.2. the actual or attempted enforcement or protection of any of the Bank's rights and remedies against the Cardholder and/or

17.1.3. any change in any law, regulation or official directive which has an effect on the Card, the Card Account and/or this Agreement, and the same may be debited to the Card Account of the Cardholder and/or shall be paid by the Cardholder on demand.

17.1.4. any loss and/or misdirection of data in transit electronically.

## 18. 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 thereunder by instituting legal action and or any other alternate dispute resolution method as determined by the Bank. The Cardholder shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

## 19. FOREIGN EXCHANGE REGULATIONS

19.1. The Cardholder shall ensure that he/she uses the Card at all times in accordance with the provisions of the Foreign Exchange Act, and any other gazettes published from time to time and operating instructions made there under.

19.2. The Bank will comply with reporting requirements of the Director Foreign Exchange regulations or any other regulatory authorities as stipulated from time to time.

19.3. The Cardholder shall notify the Bank prior to using the Card overseas to facilitate transaction monitoring and verification. The Bank may, at its discretion, request supporting travel-related documents to satisfy regulatory and compliance requirements.

19.4. The Bank may on its own accord cancel the Card(s) without notice to the Cardholder(s) in the event the Bank has any reason whatsoever to believe that there has been a violation of the Foreign Exchange Regulations in force.

19.5. The Cardholder shall only use the Card overseas for personal use related to travel, accommodation, medical, living, payment of registration fees, examination fees and annual subscription fees of a personal nature payable to a foreign body or academic institution, payment for purchase of goods abroad for personal use, insurance premium only for travel and health insurance of personal nature and/or for transactions processed via email, internet, telephone which are billed in foreign currency for personal expenses such as travel expenses, hotel charges, incidental expenses, medical expenses and purchase of goods for personal use. The Card shall not be used for payment in respect of capital transactions and the purchase of import of goods in commercial quantities. Payments for import of goods for personal use is restricted to a maximum as is stated by the regulator from time to time on Cost Insurance Freight (C.I.F) basis per consignment.

19.6. The Cardholder shall not permit any other party to use the Cardholder's Card to perform any transactions as aforesaid from Sri Lanka to overseas that involves the conversion of Sri Lankan Rupees to a foreign currency.

19.7. 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-resident' as per the definitions of the Foreign Exchange regulation currently in force and amended from time to time, or may maintain the Credit Card secured under a foreign currency deposit and serviced through inward remittances to a foreign currency account as per the foreign exchange regulation.

19.8. The Bank shall comply with the reporting requirements of the Director of Foreign Exchange Department of the Central Bank of Sri Lanka or any other regulatory authorities as stipulated from time to time.

19.9. Notwithstanding any provisions in this Agreement pertaining to Termination or otherwise the Bank shall be entitled to on its own accord terminate this Agreement forthwith and/or cancel and/or refuse to renew the Card(s) without notice to the Cardholder(s) in the event the Bank has any reason whatsoever to believe that there has been a violation of the provisions/requirements of the Foreign Exchange Act currently in force at that time.

19.10. Cardholder(s) are required to keep evidence in respect of withdrawal of foreign currencies/cash advance through a Credit Card, that such currencies have been utilized for the transactions permitted under Paragraph 2 (a) of the Foreign Exchange Act, No. 12 of 2017.

## 20. VARIATION OF TERMS

20.1. The Bank reserves the right to alter these Terms and Conditions or 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.

20.2. The Cardholder will be deemed to have accepted without reservation such alteration upon using the Card after the date on which the same is to take effect if the Cardholder does not accept such alteration, the Card along with any Supplementary Card(s) must be returned to the Bank for cancellation before the date upon which such alteration is to take effect.

20.3. The Cardholder will indemnify the Bank (notwithstanding any termination of this Agreement) against Card transactions of his/her Card and any Supplementary Card(s).

## 21. DISCLOSURE OF INFORMATION

The Bank shall treat all information relating to the Cardholder as private and confidential, including after the Cardholder ceases the agreement. The Bank shall not disclose such information to any third party except:

21.1. where such disclosure is required or permitted by applicable law, regulation, court order, or regulatory authority;

21.2. where the Cardholder has authorized or requested such disclosure in writing, by e-mail, recorded telephone instruction, SMS, or any other accepted communication channel;

21.3. where disclosure is necessary for the administration, operation, processing, servicing, audit, recovery, security, or management of the Card Account or any related products and services;

21.4. where the Bank considers such disclosure necessary to prevent, detect, investigate, or mitigate fraud, financial crime, unauthorized transactions, or other risks; or

21.5. to the Bank's affiliates, agents, service providers, contractors, auditors, professional advisers, merchants, financial institutions, or other third parties engaged in connection with the Card Account, provided such parties are under appropriate confidentiality obligations. The Cardholder hereby consents to such disclosures as may be reasonably required for the purposes set out above.

## 22. RIGHT OF SET-OFF AND FUNDS HELD AS SECURITY

22.1. The Cardholder hereby irrevocably authorizes the Bank, In addition to any general right of set-off or other rights conferred by

22.1.1. law or under any other agreement, the Bank may, at any time and from time to time without notice and without liability in any way to the Cardholder, combine or consolidate any one or more accounts which the Cardholder may have with the Bank and set-off, hold, freeze, transfer or apply any monies standing to the credit of such accounts in or towards satisfaction of the Cardholder's liability to the Bank under this agreement to which you hereby give your consent

22.1.2. Where such combination, consolidation and/or set-off requires the conversion of to one currency into another, the Bank is entitled to effect such conversion at such time and rate of exchange in accordance with the Bank's usual practice and the Cardholder will bear all exchange risks, losses, commissions and other bank charges which may thereby arise.

22.1.3 Exercise of Rights

The Cardholder authorizes the Bank to exercise the right of set off or lien or appropriation created hereby with notice to the Cardholder for payment of any money due to the Bank

22.1.4 The Bank may require a Cardholder to place funds in a DFCC Bank PLC Account as security when providing a Credit Card. The Customer consents and authorizes the Bank to set-off the Card outstanding against these credit balance with or without any notice to the Cardholder. If the Cardholder wishes to access these funds at any time he must notify the Bank in advance and the Bank will make a decision based on the Cardholder credit conduct.

22.1.5 The Cardholder hereby agree to indemnify the bank against all claims or demands that may be made against the bank consequent to such aforesaid action of the Bank

## 23. EFFECT OF THIS AGREEMENT

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

23.2. Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one 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. The Bank reserves the right to amend or revise these Terms and Conditions at the Bank's sole discretion.

## 24. CASH ADVANCE

24.1. Cash advances obtained by Credit Cardholders from ATM Machines or Bank Branches or cash disbursing merchants or agents will be subject to ATM, Bank, merchant, agent, local or country limits and restrictions. Central Bank and Foreign Exchange Regulations will also apply.

24.2. The Cardholder may obtain Cash Advances up to such limit as the Bank may determine, whether or not such limit is notified to the Cardholder.

24.3. This facility may be changed or withdrawn by the Bank with prior notice to the Cardholder.

## 25. LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of Sri Lanka. These Terms and Conditions will automatically stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Central Bank of Sri Lanka.

## 26. PURPOSE AND USE OF CARD

The Credit Card and Card Account may be used only for valid and lawful purposes. If the Cardholder use, or allow someone else to use, the Card or Account for any other purpose, the Cardholder will be responsible for such use and may be required to reimburse the Bank, Visa International, Mastercard or any Institution that the Bank may enter into an agreement with regard to and operations of a Credit Card for all amounts or expenses that the Bank or Visa International, Mastercard or other institution pays as a result of such use.

## 27. EXCLUSION OF PRESCRIPTION

The Cardholder/s agree that so long as any moneys or part thereof outstanding and due to the Bank in the Card Account the moneys which has not already been paid to the Bank by Cardholder/s or any of us the liability of Cardholder/s and each of us to pay the same shall subsist and the moneys or any part thereof due to the Bank as aforesaid shall be recoverable from and be the liability of Cardholder/s and each of the Cardholders jointly and severally or separately notwithstanding anything to the contrary herein or in any rule of law or equity or the Prescription Ordinance or any other statute or Government Regulation contained and Cardholder/s hereby further agree that Cardholder/s or any of the Cardholders shall not plead the Prescription Ordinance or any of its provisions or any rule of statute or other law as a bar to the Bank suing Cardholder/s or any of the Cardholders for the recovery of the moneys herein mentioned or any part thereof.

## 28. TERMS & CONDITIONS FOR CASHBACK CREDIT CARD OFFER

28.1. General CashBack

28.1.1. The DFCC CashBack Credit Card offer allows the Cardholder to obtain cash savings determined by the Bank to a savings account maintained by the Cardholder with the Bank upon submitting the Application by the Cardholder be offered to the Cardholder at the discretion of the Bank subject to the Cardholder accepting DFCC CashBack Credit Card special Terms and Conditions.

28.1.2. Eligibility criteria for the CashBack is open to Cardholders who obtain a DFCC Visa or Mastercard Primary Credit Card excluding Corporate Credit Cards who maintain an active DFCC savings account. Cardholder shall be entitled for a 1% CashBack from the amount spend at any merchant outlet provided the Cardholder spends a minimum accumulated sum of Rs. 1,000 during a monthly Statement period upon activation of the DFCC Credit Card.

28.1.3. The following transactions shall not be eligible for the CashBack Credit Card offer; Easy Payment Plan Transactions, Recurring/Instalment payments defined in 7 above, Balance Transfers, Loan on Card, Cash advances, bank fees and charges, casino or gambling transactions performed locally, overseas or online and any transaction performed for commercial purposes.

28.1.4. The Cardholder shall nominate his/her own DFCC savings account or DFCC Junior Savings account of the child or any third party DFCC Account through written instruction to the Bank or by calling the call centre.

28.1.5. CashBack/rebate earned by the qualified supplementary Cardholders shall be credited to the account of the Primary Cardholder.

28.1.6. The total CashBack/rebate earned by Cardholders on a statement cycle will be posted to the designated DFCC savings account before the next statement is generated provided a minimum of Rs. 10/- CashBack has been earned and an SMS will be sent confirming the CashBack details to the Cardholder and the CashBack earned will be shown in subsequent Credit Card Statements of the Cardholder.

28.1.7. The eligible Cardholder's Credit Card Account must be at good standing and conducted in a proper and satisfactory manner as determined by DFCC in its sole discretion at the time of crediting the CashBack/rebate as explained in clause 28.1 above. In the event that the relevant account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reason whatsoever before the CashBack/rebate is credited into the said account, DFCC reserves the right not to credit the CashBack/rebate.

28.1.8. The CashBack amount to be credited to an account will be rounded up to two decimal places.

28.1.9. Any disputed, reversed/refunded or cancelled/void transactions will not qualify as an eligible transaction for the CashBack Credit Card offer.

28.1.10. Cashback will be credited only where the account designated for receipt of the Cashback is active at the time of credit. No Cashback shall be payable where such account is closed, dormant, restricted, or otherwise inactive.

28.1.11. Cashback shall accrue only from the date on which an active account, as specified in Clause 28.1, is successfully linked to the Card. Any Cashback attributable to transactions made prior to the successful linking of such account shall be forfeited and shall not be credited or otherwise payable to the Cardholder.

28.1.12. Any dispute relating to the calculation, accrual, eligibility, or crediting of Cashback must be notified to the Bank by the Cardholder prior to the generation of the subsequent statement, failing which the Cashback shall be deemed accepted by the Cardholder and the Bank's records shall be conclusive.

28.1.13. The Terms and Conditions of CashBack Credit Card offer shall be in addition to and not in derogation of the Terms and Conditions contained in the Cardholder Agreement.

28.1.14. This CashBack Credit Card offer is by way of a special facility for Cardholders and nothing contained herein shall prejudice or affect the Terms and Conditions of the Cardholder Agreement.

28.1.15. The decision of the Bank, on all matters relating to this CashBack Credit Card offer including but not limited to disputes, is final and binding on all Cardholders of this CashBack Credit Card offer.

28.1.16. The Bank reserves the right to change the types of transactions and or CashBack/rebate categories which are eligible under CashBack Credit Card offer with prior notice to the Cardholders.

28.1.17. The Bank may, at its sole discretion, prescribe a maximum Cashback amount payable per transaction, statement cycle, month, year, promotion, or Card, and may revise such limits from time to time.

28.1.18. The Bank may, at its sole discretion, prescribe a maximum Cashback amount payable pertransaction, statement cycle, month, year, promotion, or Card, and may revise such limits from time totime.

28.1.19. The Bank reserves the right, at its sole discretion, to withhold, decline, reverse, cancel, or recover any cashback awarded or due to be awarded to a Cardholder if the Bank reasonably determines that the Cardholder has engaged in any activity intended to manipulate, abuse, circumvent, or gain an unfair advantage from the cashback programme. Such activities may include, but are not limited to, artificial or non-genuine transactions, transaction cycling, merchant collusion, account misuse, or any other conduct that is inconsistent with the intent of the cashback offer. The Bank's decision in this regard shall be final and binding, and the Bank reserves the right to take any further action permitted under applicable law and the Cardholder Agreement and may disqualify the Cardholder from future participation in the cashback programme.

28.1.20. The Bank shall be entitled to vary any of the Terms and Conditions pertaining to CashBack Credit Card offer contained herein at any time with prior notice to the Cardholders which variation shall bind the Cardholders absolutely from the date on which it is expressed to take effect. Nevertheless such variations may be communicated to the Cardholders by letter and/or notice in the local press and/or by displaying on the Bank`s notice boards and/or through statements.

28.1.21. Cashback may not be applicable when and/or where other special spend promotions are offered by the Bank. This will be communicated exclusively.

28.1.22. Transactions made using Supplementary Card(s) shall be eligible to earn cashback under this program, subject to these Terms and Conditions. Any cashback earned on transactions performed using a Supplementary Card shall be accumulated together with the Primary Card account and will be credited solely to the Primary Cardholder’s account. Supplementary Cardholders shall not be entitled to receive cashback separately,

28.2. Terms & Conditions related to the additional Cashback offered to selected DFCC Credit cards.

28.2.1. Additional cashback benefits may be offered on selected Card categories for eligible transactions conducted with specified merchant categories and/or merchants, as determined by the Bank from time to time. Details of such cashback offers, including eligible Card categories, transaction types, applicable merchant categories, rates, limits, and any related information, shall be published on the respective product pages of the Bank’s website, and may be amended at the Bank’s discretion.

28.2.2. The Bank shall, at its sole and absolute discretion, determine the Card categories, transaction types, merchant categories, and/or merchants that qualify for cashback benefits. The Bank reserves the right to amend, add to, remove, or vary such eligible categories, transaction types, merchants, cashback rates, and related criteria at any time with prior notice.

28.2.3. Any additional Cashback earned during the current statement cycle shall be reflected in the next/subsequent statement and shall be credited to the

Cardholder's designated Bank account after the generation of such statement and before the generation of the subsequent statement.

28.2.4. All other terms and conditions applicable to Cashback benefits under Clause 28 shall continue to apply to the additional Cashback, unless expressly stated otherwise.

## 29. TERMS & CONDITIONS RELATED TO THE DFCC REWARDS PLUS

29.1. DFCC Rewards Plus program- Participation

a. The Rewards plus program is offered by DFCC Bank to Reward Plus cardholders

b. The Rewards Plus Program is a Rewards Points scheme which rewards You with points based on the amount You have spent using Your card(s).

c. You agree to participate in the Rewards Plus program in accordance with these Terms, which must be read together with the credit card Terms and Conditions and any documents which form our banking agreement.

d. Entitlement to participate and redeem in the Rewards Plus program is limited to cardholders whose credit cards are valid and in good standing and are not in payment arrears or otherwise in default in any manner at a given time.

e. Each cardholder holding a DFCC Rewards Plus eligible credit card are qualified to participate in the Rewards Plus program and may accumulate points.

f. Where we believe that (a) a false, inaccurate or fraudulent credit Card Transaction has occurred or (b) the accuracy, amount or other particulars of any credit Card Transaction are disputed by us, a cardholder, the retailer or any other party or (c) the validity of any credit Card Transaction is challenged, no points shall accrue in respect of that transaction. If after investigations, we determine that the transaction is valid in all respects, the points will be accumulated for the cardholder.

g. Unless otherwise decided by us, any breach of our banking agreement by any cardholder will automatically disqualify that cardholder from participation in the Rewards Plus programme and points that have been accumulated will be forfeited by the cardholder.

h. Where a cardholder wants to cancel his/her credit card or any supplementary card, any redemption of points arising from the relevant card for Reward Plus points for that cardholder must occur prior to cancellation. Any accumulated points that exist upon cancellation of a credit card will be forfeited.

i. Any accumulated points that exist on a credit card will be forfeited on expiration of the credit card.

j. We reserve the right to change the Terms and Conditions pertaining to the Rewards Plus Program.

k. A cardholder will accumulate points by reference to the value of retail purchases only (minus any reversals of retail purchases) made by the cardholder during the course of the rewards plus programme period.

l. Reward plus points may not be applicable when and/or where other special spend promotions are offered by the Bank. This will be communicated exclusively.

m. Points will accumulate on a monthly basis by reference to the total value of qualifying retail purchases made during that month. The monthly credit card statement issued by us will specify the points accumulated during the statement period together with the accumulated points of the cardholder.

n. For the purpose of the calculation and redemption of the points for rewards plus points, where the primary cardholder has an attaching supplementary credit card, the points that are accumulated on the primary and supplementary credit cards will be aggregated for the purposes of calculating rewards plus points entitlements. In such circumstances, however, only the primary cardholder (and not a supplementary cardholder) may redeem the accumulated points for rewards plus points. Where a cardholder holds two or more separate credit cards, the points that may be accumulated on each such credit card shall remain separate and distinct and may not be aggregated for any purpose.

o. Points earned cannot be encashed, sold, transferred or otherwise assigned from one cardholder to any other person.

p. We reserve the right to impose/ change the minimum number of points required for redemption at any given time. Cardholders will be informed of any change to the minimum number of points required for redemption prior to implementation of same.

q. Redemption requests once made and processed will not be cancelled or changed. However, wherever a cancellation is allowed, such reinstated points will only be valid for a period of 30 days. If such reinstated points are not used within the validity period, the points will be forfeited.

r. All redemption vouchers that maybe issued within the programme via paper or electronic mediums are valid for the period mentioned therein and must be redeemed within this period. Expired vouchers shall not be reinstated under any circumstances.

s. Fraud or any such attempts relating to the earning and pooling of rewards plus points or redemption vouchers may result in forfeiture of the accrued rewards plus points in addition to the credit card being withheld or cancelled by us.

t. Once redeemed, the points will be deleted from the respective cardholder's points entitlement record at the time the request for the redemption is made.

u. In the event a particular transaction is disputed or charged back or reversed for whatever reason, points accrued from such transactions would be reversed by the Bank. Where a particular transaction has been performed and points redeemed, and subsequently either a dispute/transaction reversal needs to be made, we reserve the right to recover the Rupee equivalent of the extra points redeemed on account of such transactions, by charging the credit card account or any other account maintained with us by the respective cardholder. In the event a claim is made in such instances, the cardholder agrees to settle such sums due by the next payment date indicated in the cardholder's statement.

v. In the below circumstances, the cardholder will not be eligible under the programme if we determine, in our sole discretion that:

    i. Your card account has been blocked, classified as blocked by the Bank, suspended, terminated or closed;

    ii. You face legal proceedings or are under threat of so;

    iii. any of Your accounts with us are delinquent or unsatisfactorily conducted for any reason; and

    iv. You are or are potentially in breach of our banking agreement.

w. If we disqualify You from the programme, all Your unused Rewards Plus Points will be cancelled and no longer be available for use under the programme.

x. If You are the primary cardholder and You terminate Your supplementary card, You will still be eligible to participate in the programme only for the Rewards Plus Points earned on Your primary card.

y. If there is any inconsistency between: -

    i. the Retail Client Terms/ Retail Credit Cards Terms and these Terms, these Terms will prevail; and,

    ii. the Terms of the programme and any specific terms (such as specific redemption promotions), the specific terms prevail; and the English version of our banking agreement and any translation, the English version prevails.

z. All references to transactions and/or redemption timings mentioned on the rewards website are as per Sri Lanka Standard Time (GMT +5.30), unless stated otherwise.

How the DFCC Rewards Plus Points Programme works

- The Bank, at its discretion, may award Rewards Plus Points for any other transactions either for a specific period or for specific situations.

- Where applicable, the Bank will round down the transaction amount or the point value to arrive at the accrued value. The points are accrued only on posted retail purchases and are accrued after the posting.
- The Bank does not include the following in the computation of Rewards Plus Points under the Programme:
    - Cash advances or cash withdrawals at ATMs, Loan on Card Transactions Monthly instalment plans Utility payments Annual fees charged for the cards Interest or finance charges levied on card outstanding Late payment and collection charges Fees and charges Transactions incurred but not yet submitted by the merchant or posted to Your credit card account Amounts which have been rolled over from preceding month's outstanding Balance transfers to Your card account and Transaction reversals
- The Bank may change or vary the rate at which the Rewards Points are earned and redeemed by cardholders. The points to value rate at which vouchers/products/any other item is redeemed is dynamic, may vary from merchant to merchant or item to item and is subject to change at any time with notice. Customers need to refer to the DFCC Rewards Plus Points platform for the required information.
- Rewards points do not hold any monetary value. Redemption options are available as deals as well as E-vouchers. The redemption offer shall mention the number of points that are required to redeem the said offer. This ratio as a conversion from rewards points to rupee value may differ from offer to offer and may / may not be similar to how it was offered prior to the launch of this platform.
- The points earned on the Platinum Rewards credit cards will carry a validity period of 24 months from the time of accrual. The points after this validity period will be forfeited from the Bank systems. The expired amount of points will be communicated via the monthly statement. The Bank has the right to change this validity period with prior notice. Please refer Your monthly card statement for such notifications.
- Unless the Bank offers You the ability to redeem Rewards Points using our Points Plus Pay feature, You must have the number of Rewards Points required to redeem the Rewards Points in Your account(s) at the time the order is made. If You do not have enough Rewards Points, we will reject Your request to redeem the reward.
- If the Bank cancels Your card based on the provisions of the applicable credit card Terms and a new credit card account is subsequently opened, we do not transfer points accrued under the previous card account to the new card account, unless we agree otherwise.
- The Bank may suspend the calculation and accrual of Rewards Points to adjust any calculation that we deem appropriate. We need not give You notice or a reason if we do so. For example, adjustments will be made if there are any credits posted to a card account including those arising from returned goods and services or from billing disputes.

- The Bank may send an 'OTP' (One Time Password) for registration to the platform as well as to validate the redemption transaction to Your registered mobile number. The Bank may inform You on the confirmation of the redemption request via SMS or email. If such redemption is not performed by You, You agree to inform the Bank immediately. However, the Bank is not liable to reimburse any such redemptions.

- The cardholders are not bound in any way to participate in the Rewards Plus Programme. Any such participation is voluntary. The Bank's offer of the Rewards Plus Programme is purely discretionary, and the Bank is not in any way obliged to continue to offer it.

- Rewards Points Redemption - You may select and redeem any one or more of the Rewards Plus Points redemption options featured in the programme platform, via any redemption channel we make available to You from time to time. The use of any particular channel for redemption will be subject to the terms and conditions then in force. The Bank may deploy a third party service provider for the management of the Rewards Plus Points programme and to share the minimal required data for such operation with such third party as per the provisions in the Retail Client Terms. Your activation or redemption will signify acceptance of these Terms.

- If You are not making the redemption request in person, we assume that all redemption requests made through electronic banking are made by You in Your capacity as the primary cardholder.

- We will process Your redemption request within the time frame as specified in the platform. The delivery of Rewards vouchers or products may vary depending on the actual redeemed option.

- All requests will be processed on a first-come first-served basis and are subject to sufficient redemption option availability. Redemption and use of a redemption option is subject to availability and to such conditions as may be specified by the participating merchants. We are not responsible for ensuring that the product or service that You have redeemed for using Your Rewards Points will be available. The participating merchant reserves the right to supply alternative products or services of similar quality or price to You. The Bank will not accept liability for the quality of the goods or services offered by the merchant and will not be involved in resolving in any such dispute.

- The Bank or the Bank employed third party service provider may select to engage a courier service for the delivery of vouchers or goods or service as applicable for the redemption options. Delivery, where applicable, will be made only to domestic addresses which are within the delivery limits applicable to the Bank.

- Selection of products or services offered (redemption options and merchants) is and will be at the sole discretion of the Bank and is liable to change without notice.

- The Bank may charge a handling charge as a redemption fee and the amount will be charged to Your card account.

- The Bank will not accept liability for any damages caused from temporary unavailability of the platform.

- Points Plus Pay - In the event You do not have a sufficient balance of reward Plus points, You may opt to redeem points using our Points Plus Pay feature, where we allow You the option to redeem using a combination of Rewards Points and card payment. However, a minimum percentage of the redemption value as stated on the platform must be covered using the Rewards Points. The balance value to be paid by the card will be determined by the Bank at a calculation logic determined by the Bank.

- If You cancel the redemption and ask us for a refund and we agree, the same number of Rewards Points redeemed for that redemption option will be refunded to You and the same money amount paid will be refunded to Your card account.

- If You have been given a refund on a purchased voucher, the same will be allotted to the Refunded Reward Points, which will expire in 30 days. Points, once used off this Refunded Reward Points, are non-refundable.

- We will require a maximum of 15 days to refund the cash value of the refunded voucher.

- Rewards Redemption Platform - All primary credit cardholders who are entitled to earn Rewards Points are automatically entitled to register for the Rewards Plus Redemption platform. Redemptions are not allowed until registered and logged in with a valid user profile.

- For the purpose of registration, the credit cardholder's NIC and mobile number are verified. The credit cardholder is requested to provide a 'Display Name' and an email address to complete the registration. Such Display Name and email address are not verified against Bank available data. Any update or modification to the Display Name and email address are for consumption within the platform only and are not considered as accepted by the Bank as valid static data changes. The Bank accepts no liability from delays or not updating any static data that has not been received via an acceptable channel.

- For the purpose of delivery of a physical voucher, electronic voucher or any product, the credit cardholder may select any address of his/her will. The Bank is not obliged and will not verify this information.

- Any voucher issued within the Rewards Plus programme should be used in accordance with the terms stated in the voucher. You must present the original voucher or the code available on the e voucher and the card used for the redemption to the merchant as proof of eligibility. The merchant may require You to sign on the voucher prior to redemption.

- If You have to make an additional payment in order to use the voucher, You have to charge the difference to Your DFCC card. If the value of goods and services requested through the use of the Rewards Voucher is below the value stated in the Rewards Voucher, we or the merchant will not refund You with the difference.

- You cannot exchange the voucher that You have redeemed, for another voucher, product or service or ask for a cash refund. Resale of vouchers or products obtained via this channel is not permitted.
- If any incidental arrangements, such as additional meals, transportation and/or accommodation, are required to be made as may be necessary for the consumption of a voucher, such arrangements will need to be borne by the cardholder. Lost / expired vouchers will not be replaced, and the validity of vouchers will not be extended.
- Credit cardholders accept there could be delays in updating the newly accrued points on the platform.
- If You choose to redeem a product and once we have confirmed the redemption request, the Rewards Plus Points cannot be transferred back to Your card account.
- We give no representation or warranty with respect to the Rewards redeemed. In particular, we do not represent or warrant the quality of the Rewards or their suitability for any purpose. Any disputes concerning the Rewards must be settled between Yourself as cardholder and the participating merchant or supplier directly. We may assist You in providing You with the details of the supplier or participating merchant of the relevant Reward that You have redeemed.
- The description of any Rewards Plus points redemption option on the platform will be based exclusively on the information provided to us by the Rewards Plus partnering merchant. Cardholders acknowledge that all issues relating to after sale service of rewards plus points redemptions shall be exclusively between the cardholder and the rewards plus points partner and will not form part of the rewards plus programme.
- Images on the website are for representative purposes. Actual colour of the product may vary from the one displayed on the site unless specified.
- An e-voucher is an electronic voucher which is sent to an email address. An email address is mandatory for e-voucher redemption.
- When redeeming an e-voucher, we will send the e-voucher to an email address specified by You, at the point of redemption.
- The use of the e-voucher will be subject to the terms stated therein.
- We are not responsible for any delay in transmission of, loss of, or non-receipt of, e-vouchers redeemed by You, due to any reason whatsoever. One e-voucher can only be redeemed once unless otherwise specified on the relevant e-voucher.
- We reserve the right to tie up with any other loyalty, rewards or mileage programs at our own discretion.
- No Liability - The Bank shall not be liable for any Reward or the quality or performance of the Reward supplied by the participating merchant, shopping site, travel redemption site, service provider or other authorised agent under the

programme. You must direct any complaints or feedback in respect of such Reward to the respective participating merchant, provider or agent.

- The Bank is not responsible for lost or stolen Rewards Vouchers, e-vouchers or any Reward redeemed under the programme.

## 30. DATA PRIVACY

a. Subject to the right of withdrawal of such consent in terms of Sec.14 (1) of Personal Data Protection Act, No.09 of 2002. Personal data means any information that can identify a data subject directly or indirectly, by reference to :

  i. An identifier such as a name, an identification number, location data or an online identifier, or

  ii. One or more factors specific to the physical, physiological, genetic, psychological, economic, cultural or social identify of that individual or natural person.

b. The Customer shall specially agree and grant consent to the following:

  i. Processing on personal data for direct marketing messages through email and / or any other channel such as SMS, telemarketing, etc.

  ii. Exposing personal data to third party service providers for statement printing, card embossing, etc.

  iii. To store personal data outside of Sri Lanka and to be subjected to non Sri Lanka jurisdiction

## 31. COMPLAINT HANDLING

Customers can make their complaints via the following channels:

- Email: care@dfccbank.com
- Contacting our Call Centre: 0112 350 000
- Submit Complaints in Writing to:
  Vice President – Service Excellence & Transformation,
  DFCC Bank PLC,
  No. 73/5, Galle Road,
  Colombo 03.

If the customer does not receive a satisfactory response, they can escalate the complaint to the office of the Financial Ombudsman of Sri Lanka:
Financial Ombudsman
No 143A, Vajira Road,
Colombo 5.
Telephone: +94 11 259 5624
Telefax: +94 11 259 5625
Email: fosril@sltnet.lk
Website: www.financialombudsman.lk

## 32. AUTHORITY AND INDEMNITY FOR INSTRUCTIONS GIVEN BY TELEPHONE, EMAIL OR OTHER ELECTRONIC COMMUNICATION

32.1 The Cardholder authorizes the Bank to receive, rely upon and act in accordance with any notice, request, instruction, demand or other communication ("Instructions") which the Bank reasonably believes to have been given or transmitted by the Cardholder by telephone, email or any other electronic means accepted by the Bank from time to time, subject to such verification and authentication procedures as the Bank may determine. For the avoidance of doubt, nothing in this clause shall prevent the Cardholder from physically visiting the Bank and providing instructions by completing and signing the Bank's prescribed forms or other relevant documents

32.2 The Bank shall be entitled to treat any Instructions received through the communication channels and contact details registered with the Bank as duly authorized and binding upon the Cardholder, provided that the applicable verification and authentication requirements have been satisfied. The Bank shall be entitled to act upon such Instructions without further enquiry as to the authority or identity of the person giving or purporting to give such Instructions.

32.3 The Cardholder agrees that the Bank's records as to the date and time of receipt of any Instructions shall, in the absence of manifest error, be conclusive and binding on the Cardholder.

32.4 The Cardholder shall be responsible and liable for Instructions given or purportedly given by or on behalf of the Cardholder through the communication channels authorized or accepted by the Bank, subject to applicable law and regulatory requirements.

32.5 The Cardholder agrees to indemnify and keep indemnified the Bank against all losses, claims, actions, proceedings, demands, damages, liabilities, costs and expenses incurred or suffered by the Bank arising out of or in connection with the Bank acting in good faith upon such Instructions and in accordance with its applicable verification and authentication procedures, except to the extent such loss arises from the Bank's fraud, gross negligence or wilful misconduct.The authority and indemnity granted under this Clause shall remain in force until the Bank receives a written notice from the Cardholder revoking or terminating such authority and has had a reasonable period to act upon such notice. Such revocation or termination shall not affect any liability arising from Instructions received or acted upon by the Bank prior to the effective date of such revocation or termination.

32.6 The Cardholder acknowledges that communication by telephone, email or other electronic means may not be secure and that there are inherent risks associated with such methods of communication.

These risks include:

- the risk of any instruction or communication being intercepted or given by an unauthorised person;

- the risk that we may not actually receive the instructions or communications, or that they are delayed or incomplete when received;
- the risk that we may act on instructions more than once if *You* send the same instruction to us in different forms;
- the risk that any information sent by electronic means cannot be guaranteed to be secure or free from tampering, viruses or other forms of malware;
- the risk that any information sent by electronic means may be lost or corrupted during transmission or may be delayed or redirected to “junk” or “spam” categories or elsewhere;
- the risk that such information may be viewed, received, accessed or disclosed by or to third parties other than the intended recipient(s); and
- the risk that any information sent by electronic means may be inaccurate, incomplete, unintelligible and/or unintended.

32.7 The Cardholder shall use the email address registered with the Bank when communicating Instructions by email. The Bank shall be entitled to rely upon Instructions received from such registered email address, subject to the Bank’s applicable verification and authentication procedures, and shall not be obliged to act upon Instructions received from an unregistered email address.

32.8 The Bank may send statements, notices, alerts, confirmations and other communications relating to the Card or Card Account to the Cardholder through the registered email address, mobile number or other electronic communication channel maintained with the Bank. The Cardholder shall ensure that such contact details remain accurate and up to date and shall promptly notify the Bank of any change thereto.

32.9 The Bank may, but shall not be obliged to, act upon any Instruction and may decline, defer, suspend or seek further confirmation of any Instruction where the Bank considers it necessary or desirable for security, legal, regulatory, compliance, fraud-prevention or operational reasons.

32.10 The Bank may record, monitor and retain telephone calls made to or received from the Cardholder in connection with the Card, Card Account, transactions, facilities or services, for purposes including verification, authentication, security, record-keeping, fraud prevention, complaint handling, dispute resolution and legal or regulatory requirements. The Cardholder consents to such recording and retention to the extent permitted by applicable law.

32.11 Where the Cardholder gives any Instruction, confirmation or acceptance by telephone, the Bank shall be entitled to rely upon the recording of such telephone call, together with its other records and verification and authentication information, as evidence of such Instruction, confirmation or acceptance.

32.12 The Bank's records, including telephone recordings, call logs, system records and authentication records, may be relied upon as evidence of any Instruction, confirmation or acceptance given by the Cardholder and may be produced in any dispute, investigation or legal or regulatory proceeding, subject to applicable law.

33. **Applicability of Universal Terms and Conditions**

In addition to these Terms and Conditions, the Cardholder shall be bound by the Universal Terms and Conditions available on the DFCC Bank website www.dfccbank.com in the event the Cardholder opens and maintains an account with the Bank . The Bank reserves the right to amend, modify, or update these Terms and Conditions and the Universal Terms and Conditions from time to time. Any such amendments, modifications, or updates shall be effective upon publication on the DFCC Bank website, and the latest published version shall be binding on the Cardholder.