APPLICATION FOR BOC INTERNET BANKING FACILITY (FOR PERSONAL ACCOUNT HOLDERS ONLY)



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	(dd/mm/yyyy)

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5. Utility Bill Payments

Litility Company	Account No. / Client ID.										
Utility Company	Account No. 1	Account No. 2	Account No.3								
Ceylon Electricity Board											
National Water Supply & Drainage Board											
Sri Lanka Telecom PLC											
Others ()											
Others ()											
Please attach photocopies of recent bills)			•								
We hereby confirm that the information and understood the terms and combide by them and subsequent amendness with or without notice to us. Yours faithfully,	nditions governing the	Electronic Banking Fac	cilities. I /We hereby agre								
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Manager Electronic Banking Unit

AGREEMENT GOVERNING THE USE OF BOC INTERNET BANKING FACILITY

Bank of Ceylon

Dear Sirs,					
		of		. in the Republic	of Sri Lanka
(hereinafter referre	ed to as 'the Customer'	which term shall	mean and inclu	ide the said Cust	comer and it's'
successors) reques	st and authorize the Bank	of Ceylon to iss	ue the Custome	er a User Identifi	cation Number
(hereinafter somet	imes referred to as User I	D) and allow the (Customer the use	e of Bank of Cey	lon (hereinafter
referred to as Ban	k) Internet Banking Servic	e (hereunder referr	ed to as "BOC	Internet Banking	Facility") and
agree to be bound l	by the following terms and	conditions and the i	ndemnity.		• •

1. TRANSACTIONS VIA BOC INTERNET BANKING FACILITY

- 1.1 The Customer does hereby authorize the Bank to debit the Customer account/s (existing at the time of this application or opened by the Customer subsequently) with the amount of any transaction made by the use of the **BOC Internet Banking Facility** with or without the knowledge or any further authority by the Customer.
- By completing the **BOC** Internet Banking Facility application form, the Customer gives it's authority to accept to act upon any instructions or messages received by the Bank through **BOC** Internet Banking Facility which purport to come from the Customer or Delegates duly appointed by the Customer (whether or not they have been given or authorized by the Customer) and which are authenticated in the way (if any) described in the User Documentation and accompanies by the Pass word/s issued to them. Delegate mean person/s for whom the Customer authorizes the Bank to generate and issue User IDs and Passwords for operating BOC Internet Banking Facility for the Customer's account/s. Password shall mean the original Passwords confidentially generated by the Bank, subsequent passwords generated and issued to the Customer and Delegates by the Bank on the Customer's request and any substitution effected by the Delegated Users thereafter
- 1.3 The Customer and the Delegates agree to perform **BOC** Internet Banking Facility operations through the use of specific menu options available on BOC Internet Banking Facility.
- 1.4 The Customer does provide data, information, instructions and messages at its own risk. The Customer will ensure that all data transmitted to the Bank for or in connection with **BOC Internet Banking Facility** is correct and complete. The Customer will let the Bank know immediately about any errors, discrepancies or omissions.
- 1.5 The Customer shall accept full responsibility for all transactions processed or effected by the use of **BOC Internet Banking Facility** howsoever effected.
- Internet Banking Facility unless sufficient funds are available in the Customer's account/s. The Customer agrees that transactions scheduled for future date will be executed by the Bank only if the sufficient funds are available in the account on the relevant date and further agrees that the Bank is under no obligation to honour payment instructions unless there are sufficient funds in the designated account/s at the time of receiving its payment instructions and /or at the time such payments fall due.
- 1.7 The Customer shall be liable for all transactions arising from the use of the **BOC Internet Banking Facility** by any of its Delegates.

- 1.8 The Customer agrees that some requests/instructions given by the Customer are subject to authorization by officer/s of the Bank, and therefore may not be immediately and automatically effected. The Customer further agrees that the Bank reserves the right to allow or disable such requests at its discretion with or without prior notice to the Customer.
- 1.9 The Customer agrees that when the Bank makes a payment on its behalf the Bank is not acting as the Customer's agent or agent of the Biller to whom that payment is directed.
- 1.10 The Customer agrees and authorize the Bank, at its discretion to record by whatever means the transactions which the Customer or Delegates effect via **BOC Internet Banking Facility** and that such records may be **used by the Bank for the purpose** of, amongst other things, establishing or verifying that a particular transaction was effected through the use of User ID and Passwords.
- 1.11 The Customer shall accept that Bank's records and statements of all transactions processed by the use of the **BOC Internet Banking Facility** as conclusive and binding on the Customer for all purposes.

2. RESPONSIBILITIES FOR SECURITY

- 2.1 The Customer agrees to duly acknowledge the receipt of its Password Mailer according to the Bank's requirements. The Customer also agrees that the Bank has a right to retain the Customer's **BOC Internet Banking Facility** User ID in disabled status till the Bank receives proper acknowledgement from the Customer.
- 2.2 The Customer is aware that it is the Customer's responsibility to obtain and maintain any equipment, which may be necessary for using **BOC Internet Banking Facility**, in proper working condition and with adequate safeguards against malicious threats to such equipment or to **BOC Internet Banking Facility**.
- 2.3 The Customer undertakes not to access **BOC Internet Banking Facility** using defective or insecure equipment, or by any manner, which might adversely affect **BOC Internet Banking Facility**.
- 2.4 The Customer does hereby agree to the change, from time to time the Password/s assigned to the Customer at the Bank's discretion.
- 2.5 The Customer will set up and maintain adequate measures to safeguard the **BOC Internet Banking Facility** (including all information and data relating to payment beneficiaries) from disclosure to, and from access or use by, anyone who is not authorized to do so.
- 2.6 The Customer shall inform the Bank immediately if it becomes aware of any unauthorized use of the User ID and Passwords by anyone.

3. CONFIDENTIALITY OF BOC INTERNET BANKING FACILITY SERVICE INFORMATION

- 3.1 The Customer shall keep its User ID and Password/s thereof strictly confidential and undertake not to reveal such numbers to any person at any time or under any circumstances.
- 3.2 The Customer shall keep all information, techniques, data and designs relating to **BOC Internet Banking Facility** completely confidential. The Customer shall not disclose any of them to any other party.

3.3 The Customer's obligations in connection with confidentiality will continue indefinitely and will not end with the expiry or termination of this Agreement.

4. CHARGES AND PAYMENTS

- 4.1 The Customer does hereby authorize the Bank to debit it account/s with all charges relating to transactions made through **BOC Internet Banking Facility** and also with any other liabilities inclusive of legal fees or other statutory charges, if any, relating to the use of **BOC Internet Banking Facility**.
- 4.2 The Customer agrees that the Bank is entitled to alter the charges for **BOC Internet Banking**Facility at any time without any prior notice.

5. LIABILITIES FOR LOSS, DELAY, ETC

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

6. OPERATION OF BOC INTERNET BANKING FACILITY BY A THIRD PARTY

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

7. CHANGING THE TERMS AND CONDITIONS

- 7.1 The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions at its absolute discretion with or without notice to the Customer and such amendments, supplements or variations shall be binding on the Customer.
- 7.2 The Bank shall determine the privileges attached to the use of the **BOC Internet Banking Facility** and shall have absolute discretion to change, vary add or amend these privileges and conditions attached thereto, from time to time, as the Bank deems fit.
- 7.3 The Bank shall attach or detach any accounts opened in the name of the Customer, subsequent to this application. The Customer agrees and acknowledges that such attachment or detachment can be due to prevailing rules and regulations of the Bank.

- 7.4 The Bank shall, from time to time introduce new facilities/options into **BOC Internet Banking Facility**. The Customer does hereby agree to abide by the terms and conditions applicable to such newly added services, facilities/options though added subsequently to the activation of the User IDs whether or not the Customer expressly registers to avail such services.
- 7.5 In case if the Bank requires the Customer to register for a specific service provided by **BOC**Internet Banking Facility, the Customer undertakes to adhere to such request for registration to avail such service. The Customer agrees that any such subsequent registration becomes an integral part of this agreement.

8. CANCELLATION

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

9. PROPRIETARY AND OTHER RIGHTS

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

10. INDEMNITY

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

11 GOVERNING LAW

Date:

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

The Customer does hereby agree to be bound itself and	d its successors to the above terms, conditions and
Indemnity, in witness whereof the Customer/Authoriz	zed Officers of the Customer hereby set his/their
hands hereunto aton thisda	y of200 .
Signature of the Customer/ Authorized Officer	1
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