GENERAL BUSINESS CONDITIONS FOR ACCOUNT HOLDERS

1. These terms and conditions shall be known as the 'General Business Conditions for Account Holders' of Amãna Bank PLC and the same shall apply to all transactions of any Customer with Amãna Bank PLC.

   In these General Business Conditions,
   - Words imputing the singular shall include the plural unless the context requires otherwise
   - Words imputing the masculine gender shall include the feminine gender unless the context requires otherwise
   - The word "The Bank" shall mean Amãna Bank PLC and shall include its successors and assigns.

2. By opening an account with Amãna Bank PLC ('the Bank') the Customer submits himself to these conditions, unless stipulations to the contrary have been made in writing and agreed to by the Bank.
3. The Customer is obliged to supply the Bank with a specimen of the Customer's signature and with specimen signatures of the person(s) if any, authorised to bind the Customer vis-à-vis the Bank stating whether such power is general or limited and in the latter case exactly the extent of such limitation. If no limitations have been stated on the forms the Customer will be fully bound by any signature of which the specimen has been supplied to any amount and for any object, even if it appears that the authority of such persons has been particularly defined in Articles of Association or Regulations of Corporation or in general or limited Powers of Attorney or in any other documents. Modifications either as regards the persons qualified to bind the Customer or as regards the extent of their powers, will be only recognised by the Bank if notice thereof is given on aforementioned forms. The Bank is not responsible if damage or loss is incurred by the Customer through his negligence to furnish the specimens as mentioned in this article or by furnishing them incorrectly or incompletely.
4. If an account is kept in the joint names of two or more persons, all that is done by one or more of them in connection with this account will bind them all and they will be all of them jointly and severally liable for the account unless otherwise agreed upon in writing.
5. With the exception of securities, which have been handed to the Bank for special purposes (such as conversion, checking exchanging of scripts into definitive bonds or collection of dividends), all papers of value, such as for instance securities, bills of lading, warrants, bills of exchange and other commercial papers ,belonging to the Customer which are in the custody of the Bank or which may come into its custody or which may be held by third parties on behalf of the Bank at the risk of the Customer, are considered to be under pledge to the Bank for all claims, including those not yet matured or contingent which the Bank may have against the Customer. Securities included in the above pledge, are unless otherwise arranged, taken up by the Bank in its general store of securities, with the right to have these securities re – pledged.
6. In the event of the Customer not meeting his obligations towards the Bank in whatsoever respect, the Bank is besides and in addition to its right of execution, authorised to realize the whole or any part of the security at such a time and in such a manner as it considers proper, without giving any prior notice or without previously, issuing a summons, and to reimburse itself out of the proceeds for all sums due to the Bank up to the moment of settlement including expenses.
7. In addition to any specific and/or general lien or other rights or remedies to which the Bank may be entitled and whether by operation of law otherwise, the Bank may at any time and without notice to the Customer combine and/or consolidate all or any account(s) and liabilities of the Customer and us or any one or more of us and set off or transfer any sum(s) standing to the credit of any such account(s) aforesaid in or towards satisfaction of any liabilities of any other such account(s) or in any other respect and whether such liabilities be actual or contingent, primary or collateral or several or joint.
8. Credit entries are effected by the Bank with the proviso that if it has to receive any counter value from or on behalf of the Customer validating against those entries, same shall be received properly and in good time, in default whereof the Bank is entitled to reverse any credit entry fully or partly, without any notice whatsoever.
9. Statements of account should be carefully examined and the Bank notified immediately of any error or omission. If errors in the statements are not pointed out in writing to the Bank within seven days of their receipt, the Customer shall not be entitled to question the statement which shall thereafter be deemed final and conclusive between the Bank and the Customer.
10. The following conditions will govern cheque drawings by the Customer on his account with the Bank.
    a. The Customer shall keep the cheque book handed to him by the Bank in safe custody and in case of any loss or theft of the cheque book or any cheque leaves the Customer shall notify the Bank and shall provide the Bank with written confirmation thereof. If, prior to the receipt of such notification, the Bank has paid a cheque lost, stolen, unlawfully used, fraudulently altered or forged the Bank shall be entitled to debit the Customer's account with the amount paid.
    b. The Customer must fill up any cheque the Customer issues in such manner that falsification is prevented as far as possible: the amount for which the cheque is used must therefore be written in figures and in words in such a way that any addition of figures or words will be impossible without immediate detection.
    c. In the event of the Customer having no further use for his cheque book and in case the account is closed, he is obliged to return his cheque book to theBank as soon as possible.
    d. Cheque books will not be issued for Off-Shore Banking Units Customers. Withdrawals & fund Transfers from the account, will be made on personal requests only.
    e. All Drafts / Cheques deposits to the Off-Shore Banking Unit accounts, to be handed over to the Off –Shore Banking Unit only.
11. The Customer shall immediately instruct the Bank in writing if cheques are lost/stolen or misplaced to stop payment giving the cheque number, date, amount and the payee's name. All such instructions will take effect only if the cheque/s concerned has/have not been paid up to the time of receipt of such instruction. Stop payment instructions given over the phone should be confirmed in writing within 48 hours of the relevant phone call. If such written instructions are not received within 48 hours, the Bank has the right to cancel the relevant stop payment instructions.
12. The Bank shall debit the Customer account(s) with all banker's charges, expenses of every description, fees, commissions, penalties, any profit mark up, return on investments, legal and any other charges as aforesaid whether taxable or not, occasioned by or incidental to all or any of the foregoing and charged by the Bank from time to time in accordance with the Bank's usual course of business and such other sums that the Bank may be called upon to meet such as taxes and/or charges or levies imposed upon the Bank at any time. In addition all expenses incurred by the Bank such as postage, stamps, telephone, and SWIFT charges will be charged to the Customer.
13. The Bank may at any time at its sole and unfettered discretion close any account without assigning any reason. However, the Bank will give the Customer 14 days notice of the closure of the account. The said notice shall be deemed to be sufficiently served on the Customer if forwarded to the Customer by post to the Customer's last known address. The Customer shall return on demand all unused cheques in the Customer's possession.
14. The Customer warrants that all information given to the Bank (whether in an account opening form or otherwise) are true and accurate to the best of the Customer's knowledge. The Customer undertakes to notify the Bank of any change in this information.
15. The Bank shall be notified immediately of any change in the Customer's address.
16. All deposits with the Bank are payable at their counters.
17. Amãna Bank Current accounts will operate under the Qard (Loan) principles. The Customer shall not overdraw the Customer's account/s except by special arrangements made with the Bank. The Bank has the right to dishonour cheques if there are insufficient funds in the accounts, and charge for each cheque returned. The Bank may however at its sole discretion honour cheque/s and/or bills and/or promissory notes accepted or made by an authorised signatory of the Customer notwithstanding that the honouring of such cheques etc may cause such account to be over drawn or an overdraft arrangement to be exceeded. In such instances the Customer is obliged to repay the overdrawn amount together with all banker's charges, expenses of every description, fees, commissions, penalties, any profit mark up, return on investments, legal and any other charges as aforesaid whether taxable or not, occasioned by or incidental to all or any of the foregoing and charged by the Bank from time to time in accordance with the Bank's usual course of business and such other sums that the Bank may be called upon to meet such as taxes and/or charges or levies imposed upon the Bank at any time, on demand unconditionally, and

the Bank has the right to recover such costs and charges as aforesaid from the Customer. Nothing herein contained shall be construed as an agreement either expressed or implied by the Bank, that the Bank is bound to grant an overdraft facility whatsoever.

18. Any and all amounts credited to the above account(s) while any overdraft or any other Banking facilities in connection with the current account shall firstly be applied to reduce any banker's charges, profit mark up and expenses of every description all in accordance with the Bank's usual course of business as may be fixed or charged by the Bank from time to time payable on the said overdraft or any other Banking facilities until such charges are paid in full. Only then shall any such amounts so credited be applied to reduce the principal amount of such overdraft or any other Banking facilities.
19. The Bank shall be entitled to charge penalties in accordance with normal Banking practice in the event that any sum or sums remains outstanding have fallen due and payable by the Customer. Provided that in such an event the value of the penalties shall be directly credited to the charity fund maintained by the Bank from which the Bank may set off its expenses and dispose of the balance to a charity approved by the Sharia Supervisory Council.
20. Notwithstanding the temporary advice issued by the cheque deposit boxes and automated teller machines (ATMs) the Bank will not under any circumstances or for any reason whatsoever, entertain any claims in respect of the cheque said to have been deposited into cheque deposit boxes or ATMs unless cheques so deposited have been credited to the Account of the Customer. Cheques credited to Customer Accounts are accepted for collection only, and proceeds will not be available for withdrawal until cleared by the Drawee Bank. Funds available date is shown for indicative purposes only.
21. The Bank does not recognize trusts.
22. The Customer hereby authorises the Bank to respond to enquiries received from other Banks concerning the Customer's account(s) without any further reference to the Customer.
23. The Customer acknowledges and accepts that the Bank offers products and services under Islamic Banking principles. Accordingly, by opening an account with the Bank the Customer shall be subject to such Banking principles as may be in force from time to time. The Sharia aspect of the terms and conditions upon which such products and services are obtained by the Customer shall be subject to the guidelines and decisions of the Bank's Sharia Supervisory Council.
24. The Bank is governed by all normal laws and regulations of Sri Lanka applicable to Banks, (including regulations and directives issued by Central Bank of Sri Lanka) whilst conforming to Sharia principles under the guidance of the Bank's Sharia Supervisory Council.
25. On any dispute concerning the Sharia aspect of the terms and conditions upon which the Bank offers any products and services to the Customer, the decisions of the Bank's Sharia Supervisory Council shall be final.
26. The Customer hereby acknowledges that the Bank is subject to Foreign Account and Tax Compliance Act (FATCA) of the United States of America (USA) which is an extra territorial legislation in nature, as a Foreign Financial Institution and recognizes that the Bank is obliged to comply with the rules and regulations of FATCA which involves reporting of the assets of US Persons and withholding of taxes and similar obligations. The Customer also acknowledges that the Bank may be subjected to other similar extra territorial legislation imposed by other foreign jurisdictions at any time in the future or from time to time. The Customer hereby authorises the Bank without further reference to report all information pertaining to the accounts and investments, opened and / or maintained and /or made / or closed by the Customer to the Internal Revenue Services of the US (US-IRS) or any other regulatory authority of the USA or any other jurisdictions, where a duty and /or obligation of reporting is imposed on the Bank to comply with the requirement for disclosure of such information. The Customer also hereby instructs the Bank to act further in accordance with any instructions issued by US- IRS or any other regulatory authority in any other jurisdiction as aforesaid, including but not limited to continued monitoring and reporting, withholding and remittance of any taxes, levies, penalties or other charges relating to Customer account to the US –IRS or any other regulatory authority in any other jurisdiction.
27. Even though the Customer may not be a 'US Person' within the definition of the FATCA or a citizen (national) of any other foreign jurisdiction at the time of opening of any account if the Customer subsequently become a 'US Person' or a citizen (national) of any other foreign jurisdiction as aforesaid the Customer hereby undertakes to inform forthwith the Bank of such change of status and the Bank shall be authorised from thereon to apply the foregoing conditions in Section 26 above and act accordingly. The Customer also hereby agrees that if the Customer fails to comply with this requirement or is found to be a recalcitrant Customer as per provisions of FATCA or any other foreign law (i.e. not cooperating with the Bank to fulfill its obligation) the Bank is entitled to designate the Customer as 'a recalcitrant Customer' and report as such and close any account of the Customer and terminate the relationship with or without further notice forthwith without any liability on its part for any losses, damages, expenses etc. that may accrue to the Customer by reasons of so doing.
28. These terms and conditions may be amended, added to, or replaced from time to time at the absolute discretion of the Bank and any such amendment; addition or replacement will be notified to the Customer by the Bank. Displaying such terms and conditions as amended, added to, or replaced in the banking hall of the Bank's head office and branch offices is deemed to be sufficient notification of such amendment, addition or replacement.
29. By continuing to operate the account or accounts at the Bank after such notification the Customer is deemed to agree to any such amendment, addition or replacement in the foregoing conditions made by the Bank unless the Customer has made the Customer's objections known within two weeks of the date of the notice of the amendment, addition or replacement of these terms and conditions.
30. The Customer confirms that this concurrence is granted with full knowledge and understanding and in terms of the provisions of Section 77 of the Banking Act of Sri Lanka number 30 of 1988 as amended.
31. Accounts that have not been operated for a considerable period will be transferred to a dormant or inoperative status. This measure is taken in the interest of both the depositor and the bank.
32. Savings Accounts and Current Accounts that remain inactive for 02 years and 01 year, respectively, or as determined by bank management, will be transferred to dormant status in the system.
33. Dormant accounts can be reactivated upon a written request. This request must include the reason for non-operation and be accompanied by proper identification.
34. As per the Banking Act, any account that shows no activity for a period of 10 years may be reported as "Abandoned Property."
35. Accounts deemed unproductive or inoperative may be closed after providing the customer with advance notice and a reasonable timeframe to respond and consent to the closure.
36. By maintaining an account with the Bank, you consent to the use of your contact information to enhance customer service and to receive communications regarding marketing materials, product or service details, and customer surveys.
37. You acknowledge that the Bank is obligated to comply with applicable regulations and report transactions that meet specified thresholds or are deemed relevant to the Financial Intelligence Unit (FIU) of the Central Bank of Sri Lanka, the Inland Revenue Department (IRD), or any other legally authorized entity, including the Credit Information Bureau of Sri Lanka (CRIB) in connection with credit facilities.
38. The Bank reserves the right to modify fees, commissions, charges, and rates from time to time. Updates will be prominently displayed on Digital channels at branches and can also be obtained through branch inquiries, the Contact Centre, or the Bank's corporate website.
39. If you have special needs or require specific assistance in accessing banking services or conducting transactions, you undertake to inform the Bank of the nature of such needs to ensure the necessary arrangements are made.
40. The Bank may utilize information system infrastructure managed by reputable third-party service providers, which could be located within or outside Sri Lanka. You acknowledge and agree that the Bank may share your data with these service providers for hosting and processing purposes, ensuring the effective delivery of banking services.

TERMS AND CONDITIONS FOR VISA DEBIT CARD

1. The VISA Debit Card issued by the Bank operates under the concept of providing services, benefits and privileges to cardholders for a fee (Ujrah).
2. The VISA Debit Card issued by the Bank is for the cardholder's personal use only and it is not transferable.
3. The VISA Debit Card shall at all times remain the property of the Bank & shall be returned to the Bank unconditionally and immediately upon the Bank's request.
4. The cardholder shall keep his/her personal identification number (PIN) or the OTP (One Time Password) strictly confidential and undertake not to reveal such number to any person at any time or under any circumstances. The 'PIN' shall mean the original personal identification number confidentially generated for the cardholder by the Bank and any substitution effected by the cardholder.
5. The Bank's VISA Debit Card is offered under Islamic Banking principles (Sharia) and shall not be used for prohibited transactions both locally and internationally. The Bank reserves the right to discontinue the Card Service or/and Business relationship if non-compliance is encountered.
6. The cardholder shall accept full responsibility for all transactions processed or effected by the use of the VISA Debit Card howsoever effected and authorise the Bank to debit his/her account with the amount of any withdrawal / transfer / payment made through the VISA Debit Card.
7. The cardholder further authorises the Bank to debit his/her/their account with all charges relating to transactions made through the Bank's ATM Network, VISA payment Network, online payment platform or through any other local network, wherever applicable and also with any liabilities inclusive of legal fee or other statutory charges if any relating to the use of the VISA Debit Card.
8. In case of a Joint Account, all parties shall be jointly and severally liable for all transactions arising from the use of the VISA Debit Card.
9. The account holder(s) shall accept the bank's records and statements of all transactions processed by the VISA Debit Card conclusive and binding on him/her/them for all purposes.
10. If the VISA Debit Card obtained by the cardholder is lost or stolen he/she shall notify the Bank immediately and he/she shall also give a written confirmation to the Bank. The cardholder shall not hold the Bank liable for any loss incurred by the use of the VISA Debit Card that is lost, stolen or used without his/her authority.
11. The use of the VISA Debit Card shall be subject to the Bank's prevailing rules, regulations and any terms and conditions governing all services, facilities and transactions covered by the VISA Debit Card or otherwise.

12. The VISA Debit Card Issued by the Bank is currently valid for four (04) years from the date of issue .All replacements and renewals of the VISA Debit Card shall be subject to the prevailing terms and conditions which are in force from time to time.
13. The Bank shall have the full discretion to cancel, withdraw or renew the VISA Debit Card without any prior notice or any reasons given to the cardholder. In the event that the cardholder decides to terminate the use of the VISA Debit Card, he/she shall give the Bank not less than 7 days prior notice in writing and forthwith return the VISA Debit Card and obtain a valid receipt thereof.
14. The Bank will not be responsible for the card being dishonored for any reason whatsoever. In the event that there are insufficient funds for debit of outstanding charges owed to the Bank by the card holder in respect of the card transactions, all services available on the VISA Debit card will remain suspended until such time that the card holder clears all related charges and gives a request in writing for reactivation of the same.
15. The card holder hereby irrevocably authorises the Bank to debit (without any prior notice to the card holder) the account(s) of the card holder for the amount of any withdrawal, transfer and/or transaction involving the use of the VISA Debit Card , whether or not made by his/her knowledge or by his/her authority.
16. The Bank is not liable in any way for the quality, quantity, sufficiency and acceptability of the goods and/or services obtained by the use of the VISA Debit Card or for any surcharge charged by a Merchant or any other breach or non-performance of any card transaction by a Merchant.
17. In the event that the cardholder's account is debited and cash is not disbursed or disbursed short when the card is used at another Bank's ATM, the cardholder will submit a claim for the respective transaction/amount. The Bank will reverse the entry for the claimed amount after verifying such claim with the respective Bank whose ATM was used. The card holder can claim for transactions that are up to 3 months.
18. The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions and or privileges attached to the use of the VISA Debit Card at its absolute discretion and such amendment, supplement or variation shall be binding on the cardholder.
19. The cardholder can use the VISA Debit Card internationally to make purchases and to withdraw currency from foreign ATMs (Visa Member) as and when required*. To activate this facility, the Bank should be informed of the cardholder's overseas travel in advance and upon return to deactivate the service.
20. The 'AAOIFI' standards & guidelines laid down by the Bank's Sharia Supervisory Council will be the base for interpretations / clarifications in case of dispute regarding Sharia compliance.
21. Declaration to the Director - Department of Foreign Exchange, Central Bank of Sri Lanka for Electronic Fund Transfer Cards (EFTC)
    a) Customer/s declare that all details given above by Customer/s on the Account Opening Form are true and correct
    b) Customer/s hereby confirm that Customer/s is/are aware of the conditions imposed under the provision of the Foreign Exchange Act, No.12 of 2017 (the Act) on Electronic Fund Transfer Cards (EFTCs) subject to which card may be used for transactions in foreign exchange and Customer/s hereby undertake to abide by the said conditions .
    c) Customer/s further agree to provide any information on transactions carried out by the Customer/s in foreign exchange on the card issued to the Customer/s as Amāna Bank may require for the purpose of Foreign Exchange Act.
    d) Customer/s also affirms that he/she/they undertake to surrender the Debit Card(s) to Amāna Bank, if he/she/they migrate or leave Sri Lanka for employment abroad.
    e) Customer/s is/are aware that the Authorised Dealer is required to suspend availability of foreign exchange on EFTC if reasonable grounds exist to suspect that unauthorised foreign exchange transactions are being carried out on the EFTC issued to him/her/them.

22. The account holder / customer acknowledges, represents and warrants that he/she:
    a) Is the sole user and exclusive owner of the mobile phone to which the ONE TIME PASSWORD (OTP) is received,
    b) Is entirely responsible for the safekeeping/ secrecy of the OTP and the customer undertakes to hold the Bank harmless and indemnify the Bank from any loss or liability or damage incurred by the Bank as a result of any misuse of the OTP by any other person other than the user
    c) Acknowledge that the Bank shall not be liable for any delays in receipt of the OTP
23. New/Renewal card may either be collected in person from the branch or, The bank may arrange to courier the card to the residential address. Contact number will be shared with the courier service provider for the purpose of facilitating the delivery of the card.

TERMS AND CONDITIONS FOR E-STATEMENT FACILITY

1. The E-statement facility is offered to customers of Amāna Bank PLC at the risk of the Customer.
2. The Customer by obtaining this facility authorises Amāna Bank PLC and requests the Bank to send his statements of accounts relating to current account/s or savings account/s to him via the e-mail address furnished by the Customer to the Bank.
3. It is the duty of the Customer to furnish to the Bank an accurate and active e-mail address to which account statements must be sent.
4. By registering for the E-statement facility the Customer agrees to the transmission of the account statements through the internet and also acknowledge that he is aware that transmission of information through the internet/via e-mail cannot be guaranteed to be error free due to the inherent nature of such transmission and agree that the Bank shall not be liable for such errors caused in transmission.
5. From the date of registration for the E-statement facility the Bank shall only transmit statements of accounts as requested by the Customer through e-mail at the frequency agreed upon to the e-mail address furnished to the Bank.
6. If the Customer wishes to obtain paper statements the Bank shall provide the same subject to the usual charges imposed by the Bank in the ordinary course of business.
7. The Customer shall not be entitled to conduct any transactions on the account/s via this facility.
8. It shall be the responsibility of the Customer to ensure that the Customer's account statements so e-mailed are not disclosed to or accessed by any unauthorised persons and without prejudice to the generality of the foregoing the Customer by obtaining and continuing to use this facility agree that the Bank shall not be liable for any losses which the Customer may suffer if such information contained in the statements are accessed by any third party.
9. The Customer shall undertake to indemnify the Bank and keep the Bank indemnified at all times and to save the Bank harmless from, all losses actions, damages, proceedings, costs, expenses, claims and demands which may be suffered, incurred brought or made against or suffered or incurred by the Bank at any time and from time to time arisen either directly or indirectly out of or in connection with the Bank providing the E-statement facility to the Customer upon the Customers request as above and acting thereon in accordance therewith.
10. The Customer shall pay all the relevant charges which may be imposed by the Bank in respect of this facility from time to time.
11. Notwithstanding any provision herein contained the Bank may if such e-mail address as provided by the Customer is not accessible for any reason whatsoever (including a technical fault on the part of the Bank) send a paper statement to the Customer's last known postal address and shall thereupon be discharged from all liabilities whatsoever under the terms hereof.
12. In any event the Bank may at any time at the Bank's absolute discretion refuse to provide or discontinue to provide the E-statement facility to any Customers.
13. These 'Terms and Conditions' shall be in addition to and not in substitution of the Bank's 'General Terms and Conditions' and other conditions as may be imposed by the Bank in respect of any Banking facilities obtained by the Customer and the Customer shall continue to be bound by the said 'General Terms and Conditions' and such other conditions as may be imposed by the Bank in respect of any Banking facilities obtained by the Customer from the Bank from time to time.
14. These 'Terms and Conditions' shall be governed by the laws of Sri Lanka.

TERMS AND CONDITIONS FOR SMS ALERT FACILITY

1. In these Terms and Conditions the following words shall have the following meanings.

'**SMS Alert facility'** – shall mean the facility available to a Customer of Amāna Bank PLC to obtain alerts on transactions relating to the Customer's accounts via a mobile number registered with Amāna Bank PLC.

'**Working day**' – shall mean any day on which Banks are open for regular business in Sri Lanka as per the CBSL guidelines.

Unless repugnant to the context words imputing the masculine gender shall include the feminine gender and the singular shall include the plural and vise versa.

2. The Customer by obtaining this facility authorises Amāna Bank PLC and requests the Bank to send alerts on transactions relating to his Debit Card linked to his current account/s or savings account/s to him via the mobile number furnished by the Customer to the Bank.
3. It is the duty of the Customer to furnish to the Bank an accurate and active mobile number to which transaction alerts must be sent. In the event of not receiving the SMS Alert or non-availability of the network the Bank will not be held responsible and the risk of any such non receipt will be borne by the customer and the Bank will not be responsi-

4. By registering for the SMS Alert facility the Customer agrees to the transmission of the transaction alerts through the network and also acknowledge that he is aware that transmission of information through the network/via SMS cannot be guaranteed to be error free due to the inherent nature of such transmission and agree that the Bank shall not be liable for such errors caused in transmission.
5. The Customer shall not be entitled to conduct any transactions on the account/s via this facility.
6. It shall be the responsibility of the Customer to ensure that the Customer's transaction alerts sent via SMS are not disclosed to or accessed by any unauthorised persons and without prejudice to the generality of the foregoing the Customer by obtaining and continuing to use this facility agree that the Bank shall not be liable for any losses which the Customer may suffer if such information contained in the SMS are accessed by any third party.
7. The Customer shall undertake to indemnify the Bank and keep the Bank indemnified at all times and to save the Bank harmless from, all losses actions, damages, proceedings, costs, expenses, claims and demands which may be suffered, incurred brought or made against or suffered or incurred by the Bank at any time and from time to time arisen either directly or indirectly out of or in connection with the Bank providing the SMS Alert facility to the Customer upon the Customers request as above and acting thereon in accordance therewith.
8. The Customer shall pay all the relevant charges which may be imposed by the Bank in respect of this facility from time to time.
9. In any event the Bank may at any time at the Bank's absolute discretion refuse to provide or discontinue to provide the SMS Alert facility to any Customers.
10. These 'Terms and Conditions' shall be in addition to and not in substitution of the Bank's 'General Terms and Conditions' and other conditions as may be imposed by the Bank in respect of any Banking facilities obtained by the Customer and the Customer shall continue to be bound by the said 'General Terms and Conditions' and such other conditions as may be imposed by the Bank in respect of any Banking facilities obtained by the Customer from the Bank from time to time.
11. These 'Terms and Conditions' shall be governed by the laws of Sri Lanka.

TERMS AND CONDITIONS FOR INTERNET BANKING FACILITY

1. Customer/s agrees that the Internet Banking Facility to be utilized exclusively by the customers/persons named in the Application Form.
2. Customer/s has/have the responsibility to keep User ID/Password/Personal Identity Number (PIN) strictly confidential and not to divulge such information to any party including the Bank's representatives under any situation except for situations where it is necessary to disclose such details to the Bank's representatives to re-instate the Internet Banking Facility pursuant to a system failure.
3. Customer/s should immediately inform the Bank upon becoming aware of any unauthorised use of the User ID/Password/PIN by any party.
4. Bank is not bound to allow requests of the Customer, if the Bank at its sole discretion reasonably believes that such requests are not initiated by the Customer.
5. Bank reserves the right to withdraw the Customer's instructions to the Bank via using Internet Banking Facility at any time without prior written notice.
6. Customer/s accept/s the full responsibility for all transactions processed or effected by utilizing the Internet Banking Facility.
7. Customer/s accept/s the full responsibility of risk arising from the selection of a daily transaction limit higher than the default daily transaction limit.
8. Customer/s accept/s transaction records maintained by the Bank as conclusive and final and be bound by them at all times for all purposes.
9. The Bank shall have the full discretion to terminate or cancel the Internet Banking Facility at any time without prior notice.
10. Customer/s agree/s to hold the Bank indemnified and save harmless against any loss or damage whatsoever occurring due to malfunction and/or failure of the Internet Banking Facility or the Bank's failure and/or delay to respond to the account holder's instructions notified to the Bank through the Internet Banking Facility.
11. Customer/s agrees that utilization of the Internet Banking Facility will be at the sole risk of the Customer/s and the Customer/s shall accept any and all risk related to or occurring due to utilization of the Internet Banking Facility, notwithstanding to and without prejudice to contents of Clause 10 above.
12. In the case of joint account holders utilizing the said Internet Facility, they are all inter alia jointly and severally liable for all transactions initiated by the use of the Internet Banking Facility regardless of whether the instructions have been given by one or more of the account holders.
13. Customer/s agrees that all rules and regulations governing the operation on Current, Savings or any other Accounts shall be applicable to Internet Banking transactions relating to such accounts.
14. The Bank shall be entitled to amend, supplement or vary any of these terms and conditions and applicable fees at any time without prior notice.
15. Any controversies arising related to the terms and conditions hereof shall be construed in accordance with the laws of Sri Lanka and Sri Lankan courts have exclusive jurisdiction on same.

TERMS AND CONDITIONS FOR NOMINATION

1. This Nomination shall have effect upon the death of the nominator(s) notwithstanding anything in his/her/them will to the contrary
2. This Nomination shall not be applicable to any subsequent account(s) opened by the account holder.
3. In the event there being more than one nominee and no portion of allocation is indicated monies lying to the credit, will be paid to the nominee(s) in equal shares
4. In the event, the account(s) mentioned in this nomination is a joint account(s), this notice of nomination must be signed by both joint account holders, irrespective of the account operating instructions
5. The nomination shall have effect upon the death of all the Joint Account holders. Surviving account holder/s can review the nominee upon the death of any account holder subject to reserving their survival right to the joint account
6. This nomination made shall be deemed to be revoked by :-
   I. The death of the nominee in the life time of the nominator, or
   II. Upon receipt of written notice of revocation signed by the nominator in the presence of two witness (who shall attest the signature of the nominator) by the bank during the life time of the nominator, or
   III. A subsequent nomination made by the nominator
   IV. Closure of the account(s) mentioned in this nomination by the account holder(s)
7. Payment will be made to a nominee(s) only on production of proof of identity. Further, the Bank reserves the right to call for any information/documents that may be required to establish the identity of the nominee(s)
8. This nomination supersedes any other Notice of Nomination(s) submitted by the account holder(s) at an earlier date(s) for the account number(s) mentioned in this nominations

TERMS AND CONDITIONS FOR AMANA BANK TEEN ACCOUNT

1. Teen account will be an **individual account** in the name of the child and the minor in whose name the account is opened will be the holder of the account (termed as Account Holder) & beneficiary of the deposits made to the Amana Bank TEEN Account.
2. Amana TEEN account could be opened by any Sri Lankan citizen between the age 13 to below 18 years. This account will be opened at the request and the consent of parent / legal guardian who shall be responsible in opening, maintaining and operating the account as well as for all transaction related to such account.
3. Account Holder and the parent/legal guardian(hereinafter referred to as "the customer") shall use this account and / or the Debit Card and / or the facilities attached to this account only for legitimate transactions and shall take due care for all matters related to this account.
4. National Identity Card (NIC) of the minor and NIC or of the parent/ legal guardian should be produced at the time of opening the account.
5. A passbook shall not be issued to the Amana TEEN Account, instead the account holder shall receive monthly bank statements to the E-mail address provided to the bank.
6. Cheques written to the name of the account holder or any other deposits shall be accepted to the credit of the account only at the discretion of the Bank.
7. The parent/legal guardian hereby acknowledge that he/she cannot hold the bank liable, responsible or accountable in any manner whatsoever for any loss or damage howsoever arising as a result of opening maintaining, operating TEEN account of the Bank and for any transactions related to the account including transactions that would take place with the use of Debit Card.
8. In the event of death of the account holder, any matters will be resolved according to the prevailing Law.
9. Over the counter withdrawals are not allowed.
10. Opening of Teen Accounts via the 'Email Us' feature on the Online Banking app is permitted only for existing Amana Kids accounts where parent/guardian maintains an active account

FEEDBACK AND COMPLAINTS

You can get in touch with our Contact Centre 24x7 to share your feedback and address your grievances, for which our team would ensure desired attention to help resolve your concerns.

Contact Centre Number :+94 11 7 756 756
Email : info@amana.lk | feedback@amana.lk
Submit your inquiry on our website www.amanabank.lk

However, if your expectations have not been met with, you can write or e-mail to : The Manager, Service Quality Assurance, Amana Bank, No. 486, Galle Road, Colombo 03 or e-mail servicequality@amana.lk

If your expectations haven't still been met with, the services of an independent Financial Ombudsman are made available for you. You may contact the office of the Financial Ombudsman as follows.

The Financial Ombudsman,
1, Bethesda Place, Milagiriya, Colombo 04.