

GENERAL TERMS AND CONDITIONS

1. The Bank reserves the right to change, add to or amend these Terms and Conditions or discontinue any one of the services. Any changes to the Terms and Conditions will be displayed in the Bank's website or the Branches and informed to the Customer through SMS or any other suitable communication method and be binding on the customer. The customer can request the bank to reinstate the service/s with the consent of the bank. The Customer by continuing to use the service agrees to abide by the such changes to the Terms and Conditions. The bank agrees to discontinue any of the services offered under this agreement upon customer request in the event of not mandated by the regulatory.
2. These Terms and Conditions are in addition to the General Banking Conditions and any other terms and conditions of the Bank generally applicable to customers of the Bank and are not in substitution thereof and the General Banking Terms and Conditions and any other terms and conditions of the Bank generally applicable to customers of the Bank will apply.
3. This agreement is governed by the Laws of Sri Lanka.

GENERAL DEFINITIONS AND INTERPRETATIONS

1. 'Amāna Bank' or 'the Bank' or 'ABL' shall mean Amāna Bank PLC, a Company duly incorporated under the Companies Act No. 7 of 2007 of the Democratic Socialist Republic of Sri Lanka (Reg No PB 3618 PQ) and a duly Licensed Commercial Bank carrying on business in Sri Lanka.
Customer – shall mean any person who opens and maintains a current account or savings account with Amāna Bank PLC.
2. Working day shall mean any day of the week in which Amana bank is open for business excluding weekends and bank holidays.
3. In these terms and conditions unless the context requires otherwise;
 - a) The words importing the male gender shall include the female gender and words importing the singular shall include the plural and vice versa.
 - b) The Headings are inserted only for convenience and shall not affect the construction hereof.
 - c) The references to clauses are references to clauses in this document.
4. Force Majeure event shall include war civil commotion riots and/or fire floods storms and any other natural or man-made disasters and events such as strikes, lock-outs go slow and similar labour actions and/or acts of God and acts of Government or any other events or occurrences which are outside the control of the bank that may reasonably affect the Banks ability to provide this service at any given time.
5. The Sharia 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.

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) 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 noncompliance 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 Online Network 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 five (05) 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 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.

TERMS AND CONDITIONS FOR ONLINE TRANSACTION ENROLLMENT

1. Definitions and Interpretations
In these Terms and Conditions the following words shall have the following meanings. 'Online Transaction Facility' or 'the Facility' shall mean enabling the use of ABL VISA Debit Card for making payments for goods and services using internet platforms.
2. Customers who hold a ABL VISA Debit Card and have registered themselves for SMS Alert service of the Bank are entitled to apply to obtain the Online Transaction Facility for making payments via internet platform (electronic payments).
3. The Bank upon accepting an application made as aforesaid will enable the use of the customer's designated VISA Debit card mentioned in the application for making electronic payments for goods and services. Such facility will be available anytime anywhere subject to availability of the internet access and the Bank's systems and VISA International network at the given time.
4. This Facility is made available at the request of the customer to be used at the sole risk of the customer. The customer's account will be debited with the full value of any electronic payment made together with applicable fees, charges, commissions and other levies. In the event of a customer making a payment in a currency other than in Sri Lanka Rupees, the rate of exchange applicable will be decided by VISA International and the value of the transaction will be converted to Sri Lanka rupees at that rate and will be debited to the customer's account along with the applicable fees, charges, commissions and other levies as aforesaid.
5. It is the responsibility of the customer to ensure that sufficient funds are available in the designated account (the account to which the ABL VISA Debit card is linked) in order to effectively perform payments online. In the event that there were no sufficient funds the payments will not be effected / processed through the system. The Bank shall not be responsible for costs or damages which the customer may incur or suffer for any third party claims that may be made as a result of online payments being rejected /not processed due to lack of sufficient funds in the account/s.
6. A statement made by the Bank from the Banks books and records in respect of the transactions performed online and debited to the customer's account by the use of this facility will be conclusive and binding proof of the customer having performed such payments/transactions and shall be binding on the customer for all purposes.
7. Customers shall avoid using personal computers (PCs) with public access as the risk of compromising the security of the Card and the accounts is very high in such circumstances. In case the customer uses such means to access the Facility the Bank reserves the right to terminate the facility without any further notice to the customer.
8. Any payment made in foreign currency shall be subject to the exchange control laws and regulations of Sri Lanka and it shall be the responsibility of the customer to ensure that such laws and regulations are complied with.

9. The Amāna Bank VISA Debit Card is offered under Islamic banking principles and shall not be used for prohibited transactions online both locally and internationally. The customer is required to refrain from using the Online Payment Facility to pay for such products and services and bank reserves the right to discontinue the facility from the customer in case the Facility and/or Debit card is used to pay for any such prohibited transactions.
10. The customer shall keep his debit card details (including the debit card no and the security codes) and personal identification number (PIN) confidential at all times and should not divulge the same to any other person. Any loss sustained by the customer due to non-compliance with this condition will be the responsibility of the customer and the customer is bound to honour all such payments made online by the use of the facility and all such amounts will be debited to and recovered from the customer's account.
11. The bank shall have the absolute discretion to disallow or disable the Facility from any one or more customers or to discontinue provision of this service altogether at any time with or without prior notice to the customers.
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.

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 Customer's 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.

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.
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 responsible for any loss or damage suffered by the customer.
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 Customer's 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.

TERMS AND CONDITIONS DOORSTEP BANKING (DB)

1. Definitions and Interpretations

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.

- 1.1. DB means the service offered by the Bank known as DOORSTEP BANKING which includes cash and cheque collections from customers to the credit of the designated accounts subject to the terms and conditions hereof and also any other services which may be added to the scheme from time to time.
- 1.2. DB Agent means and includes a bank staff member who is assigned to visit the customer and carry out collection activities under the DB services.
- 1.3. The Customer or Customers Means the account holder or account holders of Amana Bank registered for the DB.
- 1.4. Designated Account shall mean the Current or the Savings account or accounts designated by the customer as the account/s registered for DB. Such accounts may be individual or joint accounts of individuals aged over 18 years (personal accounts), business accounts such as accounts of limited liability companies, sole proprietorships and partnership accounts and any other type of account as determined by the Bank from time to time.

