

AGREEMENT FOR AMANA BANK VISA DEBIT CARD TERMS & CONDITIONS

The Manager,
Amāna Bank

I/We..... (Card Applicant) and
.....(Joint Account Holder) authorise and request you to issue
the Applicant an Amāna Bank (herein after referred as 'the Bank') VISA Debit Card and hereby agree to be bound by the following Terms & Conditions.

- 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 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.

Declaration to the Controller of Exchange, Central Bank of Sri Lanka for Electronic Fund Transfer Cards (EFTC)

- a) I/We declare that all details given above by me/us on this form are true and correct
- b) I/We hereby confirm that I/We am/are aware of the conditions imposed under the*Exchange Control Act in the Notice Published in the Extraordinary Gazette No 1411/5 of 19 September 2005 subject to which card may be used for transactions in foreign exchange , I/We hereby undertake to abide by the said conditions.
- c) I/We further agree to provide any information on transactions carried out by me/us in foreign exchange on the card issued to me/us as Amāna Bank may require for the purpose of Exchange Control Act.
- d) I/We also affirm that I/We undertake to surrender the Debit Card(s) to Amāna Bank, If I/We migrate or leave Sri Lanka for employment abroad.
- e) I/We am/are aware that the Authorized Dealer is required to suspend availability of foreign exchange on EFTC if reasonable grounds exist to suspect that unauthorized foreign exchange transactions are being carried out on the EFTC issued to me/us.

I/We have read, understood and received a copy of the foregoing and agree to be bound by the above Terms and Conditions.

..... Date	1. Applicant's Signature	2. Joint Applicants' Signature/s	3.
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FOR OFFICE USE

I as the Authorised Officer have carefully examined the information together with relevant documents given by the applicant/s and satisfied with the bona-fide of these information and documents. The bank undertakes to exercise due diligence on the transactions carried out by the cardholder on his/her EFTC in foreign exchange and to suspend the availability of foreign exchange on the EFTC if reasonable grounds exist to suspect that unauthorized foreign exchange transactions are being carried out on the EFTC in violation of the undertaking and to bring the matter to the notice of the controller of exchange.

..... Date Authorised Officer's Signature
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