

Travel Card Cardmember Agreement

Terms and Conditions

Important: Before you sign or use the enclosed Travel Card from Nations Trust Bank PLC [NTB/Bank], please read the Cardholder /Cardmember agreement carefully. By accepting and/or signing and/or using the Travel Card, you accept the terms and conditions set out below and will be bound by them.

1. Definitions:

- a). Applicant – means any person who has signed the Travel Card application form.
- b). ATM – means automated teller machines. Reference to automated teller machines in the terms and conditions include any similar machine (inside or outside the country in which the Travel Card was issued) forming part of a network which may be operated through the use of the Travel Card.
- c). Local ATM –means ATM's installed in Sri Lanka
- d). Bank – means Nations Trust Bank PLC, its successors and assigns.
- e). Travel Card – means a prepaid card denominated in a currency other than in Sri Lankan Rupees issued by the Bank .
- f). Cardholder/Cardmember – means an Applicant to whom a Travel Card is issued by the Bank.
- g). Travel Card Statement – means the periodic statement of Transactions and available balance of Travel Funds as on that date and any other information as NTB deem fit to include.

- h). Cash Withdrawal Limit – means the limit authorized by the Bank per Travel Card per day, that the Cardholder/ Cardmember can carryout Cash Withdrawals using the Travel Card, Travel Card number and/or the PIN.
- i). Cash Withdrawals – means an act of obtaining money by the use of the Travel Card, the Travel Card number and/ or the PIN at ATMs, Bank branches, Foreign Exchange Service Booths, cash disbursing merchants or agents as the Bank may specify from time to time.
- j). Foreign Exchange Service Booth – means such designated locations of the Bank where foreign currency transactions are carried out .
- k). Minimum Balance – means the minimum amount of Travel Funds that shall be held on the Travel Card at any given time and which amount will not be available for utilization by the Cardholder/ Cardmember.
- l). Minimum Loading Amount – shall mean the minimum amount of Travel Funds that may be loaded on to the Travel Card as the initial load or as a reload.
- m). Merchants /Service Establishments-means establishments, wherever located, which honor the Travel Card or are willing to accept the Travel Card as a payment instrument for purchase of goods and services.
- n). Overseas Transactions – means Transactions done out of Sri Lanka.

- o). Local Transactions – means Transactions carried out in Sri Lanka.
- p). PIN – means the personal identification number given by the Bank or chosen by the Cardholder/ Cardmember for use with the Travel Card.
- q). Point of Sale - shall mean point of sale electronic terminals at Merchants/Service Establishments whether in Sri Lanka or overseas, capable of processing Transactions and at which, amongst other things, the Cardholder/ Cardmember can use his Travel Funds to make purchases.
- r). Transaction - means any transaction made by the use of the Travel Card and applicable fees.
- s). Travel Funds - means the amount of foreign currency purchased from the Bank branch and/or Foreign Exchange Service Booth and loaded onto the Travel Card by the Cardholder/ Cardmember and any additional foreign currency that may be subsequently purchased by the Cardholder/ Cardmember and loaded onto the Travel Card (not including any sales commission or fees paid to such person/s as are authorized by the Bank so to do, from whom the Travel Card was purchased) less any amounts previously spent and any applicable fees and charges, conversion fees and other expenses incurred in connection with the use or possession of the Travel Card.
- t). T-PIN - means the telephone personal identification number given by the Bank or chosen by the Cardholder/ Cardmember for identification purposes with the Bank,

over the telephone. This facility will be made available at the discretion of the Bank.

- u). Third Party Service Provider – means a third party with whom the Bank may liaise with to provide extended benefits and/or services through the Travel Card.

2. Applicability of Terms & Conditions and Statutory Compliance:

- 2.1 Applicant should be a citizen of Sri Lanka and be over the age of 18years
- 2.2 All facilities made available by the Bank to any person on or in connection with the Travel Card is subject to the terms and conditions set forth in this agreement and the terms and conditions and stipulations contained in any other program which is in force and as maybe amended from time to time, which the Cardholder/ Cardmember conclusively evidences his /her acceptance by placing his/ her signature on the Travel Card and/or on making use of the Travel Card.
- 2.3 Use of the Travel Card must be in strict accordance with all the applicable laws, relevant exchange control regulations of Sri Lanka, and any policies and regulations as applicable and as amended from time to time.
- 2.4 Cardholder/ Cardmember shall not use the Travel Card to purchase / import goods in commercial quantities or for capital transactions.

- 2.5 In the event, use of the Travel Card necessitates Electronic Fund Transfer (EFT) or withdrawal from ATMs in a foreign currency, it will be subject to the regulations issued by the Department of Exchange Control from time to time and will be for authorized purposes only.
- 2.6 The Bank is required to comply with the requirements of the Controller of Exchange and/or other regulatory authorities as stipulated from time to time and may in pursuance thereof disclose Transaction information to relevant authorities under the laws and regulations of the Democratic Socialist Republic of Sri Lanka.
- 2.7 Overseas Transactions may be subject to a fee.
- 2.8 The Cardholder/ Cardmember shall be responsible for all Transactions effected by the use of the Travel Card, whether or not the Transactions were authorized by the Cardholder / Cardmember and shall indemnify the Bank for the loss or damage caused by any unauthorized use of the Travel Card or related PIN and/or T-PIN including any penal action arising on account of violation of any applicable laws and regulations including exchange control laws and regulations of Sri Lanka.
- 2.9 The Bank may, on its own accord, cancel the Travel Card without notice to the Cardholder/ Cardmember in the event that the Bank has any reason whatsoever to believe that there has been a violation of the exchange control regulations or any other statutory regulations in force at the time of such cancellation.

- 2.10 The Bank may from time to time specify a Minimum Loading Amount and/or a Minimum Balance per Travel Card.
- 2.11 As per the prevailing regulations issued under the Exchange Control Act of Sri Lanka, a Cardholder/ Cardmember shall not retain on the Travel Card any unutilized Travel Funds. The Cardholder / Cardmember shall ensure to withdraw Travel Funds within 90days of arrival in Sri Lanka.

3. Travel Card Services:

- 3.1 The Cardholder/ Cardmember shall sign on the reverse of the Travel Card immediately on receipt and the signature on the Travel Card shall be identical to the one contained on the application form
- 3.2 The Travel Card is not transferable.
- 3.3 As a security feature, the Travel Card issued will be initially inactive for use for Transactions. In order to activate the Travel Card, the Cardholder/ Cardmember will be required to call the Nations Trust Bank Call Center.
- 3.4 Travel Funds available on the Travel Card shall be reduced with the amount of any withdrawal and/or any other Transactions effected by the use of the Travel Card.Honoring of transactions would be subject to the availability of funds.
- 3.5 The Cardholder/Cardmember may surrender the Travel

Card at any point in time to a Bank branch or Foreign Exchange Service Booth and obtain refund of the balance of the Travel Funds. The refund shall be made in Sri Lankan Rupees only.

- 3.6 Use of the Travel Card at any unauthorized location or for any purpose other than as stated under these terms and conditions is strictly prohibited and may result in cancellation of the Travel Card by the Bank.
- 3.7 The Bank will not be liable for any loss direct or indirect that may be suffered by the Cardholder/ Cardmember as a result of any unauthorized use or cancellation of the Travel Card.

4. Loading /Reloading the Travel Card:

- 4.1 Upon exhaustion of the Travel Funds loaded on the Travel Card, the Cardholder/ Cardmember can reload Travel Funds on to the Travel Card from the Bank branch / Foreign Exchange Service Booth in Sri Lanka subject to the compliance of all applicable laws rules and regulations in force from time to time.
- 4.2 In the event that the Cardholder / Cardmember wishes to reload the Travel Card the Bank reserves the right to:
- (a) limit the amount of Travel Funds that can be reloaded onto the Travel Card.
 - (b) limit the number of times the Travel Funds can be reloaded onto the Travel Card.

(c) decline a reload transaction at its sole discretion.

4.3 Reloading may be by cash deposits only and shall be subject to the prevailing exchange rate for such currency.

4.4 For the purpose of reloading the Travel Card, the Cardholder/ Cardmember must be present at the Bank branch or Foreign Exchange Service Booth and is required to complete and submit a form and provide certain information pertaining to the Cardholder/ Cardmember and or the Travel Card as may be required by the Bank. The Travel Funds shall be loaded in the same currency in which the Travel Card was originally issued. Amount of reload shall be in strict accordance to the limits specified by the applicable laws, rules and regulations in force from time to time.

5. Delivery of the Travel Card:

The Travel Card will be couriered or sent through registered post or collected over the counter by the Cardholder/ Cardmember, or an authorized third party. When the Cardholder/ Cardmember receives the Travel Card, he/she shall produce proof of his/her identity and acknowledge receipt immediately by duly signing the acknowledgement slip provided. The Cardholder/ Cardmember at his/her discretion may authorize a third party in writing to accept or collect the Travel Card on his/her behalf and will be liable for all charges incurred on the Travel Card from the time the Travel Card is accepted by the Cardholder/ Cardmember or the person authorized on his/her behalf. The Bank may at its discretion hand over the Travel Card to a third party determined by the Bank or its representative

to be the representative of the Cardholder/ Cardmember. The Cardholder/ Cardmember shall be liable for all charges on the Travel Card from the time the Travel Card is delivered.

6. Use of the Travel Card:

6.1 ATM Usage

6.1.1 The Travel Card can be used at ATMs worldwide, which are on ATM networks that accommodate Travel Card payments. However, there can be restrictions on usage of the Travel Card at Local ATMs.

6.1.2 Cash withdrawn at an ATM with the Travel Card shall be in a currency of that country in equivalent value to the type of currency held in the Travel Card. Any additional processing charges, conversion charges or any other fees if any charged in connection with such Transactions will be deducted by the Bank from the Travel Funds of the Cardholder/ Cardmember.

6.1.3 Cash withdrawals performed by the Cardholder/ Cardmember will be subject to a cash withdrawal fee as per the prevailing tariff or charges which will be charged to the Travel Card.

6.1.4 For all cash withdrawals at ATMs, any statement issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by the relevant bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder/ Cardmember.

6.1.5 The Cardholder/ Cardmember shall not hold the Bank liable, responsible and/or accountable in anyway whatsoever for any loss damage arising or caused due to any malfunction or failure of the Travel Card or the ATM or insufficient funds in the ATM.

6.2 Merchant /Service Establishment Usage

6.2.1 The Travel Card is valid worldwide.

6.2.2 The Travel Card may be used electronically and/or manually at the Merchants/ Service Establishments; however, the Bank and the Merchants /Service Establishments concerned reserve the right, at any time, to refuse the use of the Travel Card at a Merchant/ Service Establishments for any reason whatsoever. The Travel Card may be used only for bona fide personal or official purposes and its use is not permitted to be exploited commercially in the business of the Cardholder/ Cardmember. It is clarified that charges incurred, may in case of some Merchants/ Service Establishments, include a fee for availing of the purchase or other facility and/or for cancellation/ refund.

6.2.3 Whenever the Travel Card is used to make payments at Merchants/ Service Establishments, the Cardholder/ Cardmember must sign the sales slip and retain the Cardholder/Cardmember copy. Normally, the Bank shall not provide copies of sales slips to the Cardholder/ Cardmember. However, at the sole discretion of the Bank, copies may be provided on payment of additional fees as determined by the Bank.

6.2.4 The Cardholder / Cardmember accepts that the Bank may selectively agree to provide the Cardholder/Cardmember with the facility of effecting mail order or telephone order purchases or Transactions through internet, and in such cases, the sales slips will not be signed by the Cardholder/ Cardmember at the time of Travel Card utilization. Any such dispute regarding such Transaction shall be a matter between and will be settled by the Cardholder/ Cardmember and the concerned Merchants/ Service Establishments. The Bank shall not be liable, in any manner whatsoever, for the same.

6.2.5 The Bank accepts no responsibility for refusal of any Merchants/ Service Establishments to honor the Travel Card.

6.2.6 There may be restrictions on Local Transactions carried out at Merchants/ Service Establishments.

7. Cash Withdrawals:

7.1 Cash Withdrawals made by the Cardholder/Cardmember from ATM (if applicable) or Bank branches or cash disbursing merchants or agents or Foreign Exchange Service Booths will be subject to limits and restrictions including local or country limits and restrictions. Central Bank and Exchange Control Department regulations will also apply. The Cardholder /Cardmember will not be able to perform Cash Withdrawals from ATMs with the Travel Card unless the Cardholder /Cardmember uses the PIN issued by the Bank.

- 7.2 Cardholder/Cardmember may carryout Cash Withdrawals up to the Cash Withdrawal Limit and up to the Minimum Balance. The Bank may impose the Cash Withdrawal Limit for Cardholder/Cardmember.
- 7.3 This facility may be changed from time to time with or without prior notice to the Cardholder/Cardmember.

8. Overseas Transactions:

In the event the Cardholder/Cardmember desires to do Overseas Transactions exceeding the entitlement as per the guidelines of the Central Bank of Sri Lanka (CBSL), then the Cardholder/Cardmember undertakes to obtain the requisite permission from CBSL and to comply with CBSL requirements.

9. Limits of use of the Travel Card:

- 9.1 The Bank reserves the right to limit the amount of Travel Funds that may be utilized by a Cardholder/Cardmember per day or over a specified period of time for affecting any Transaction through the use of the Travel Card
- 9.2 In addition to the above, ATM and/or Merchants/ Service Establishments may also limit or restrict the number of Transactions that may be effected through use of the Travel Card. These limitations will vary for ATMs and Merchants/ Service Establishments
- 9.3 The Bank shall not be responsible for either ascertaining or notifying the Cardholder/Cardmember as to such

limits/restrictions and shall not be liable for any loss suffered by the Cardholder/Cardmember due to these restrictions limitations or for lack of uniformity between transactions requested at ATMs and/or Merchants/ Service Establishments.

- 9.4 The Bank shall pay no interest, compensation or any benefit or bonus to the Cardholder/Cardmember in connection with the Travel Funds.
- 9.5 The Travel Funds do not constitute a deposit by the Cardholder/Cardmember with the Bank (or with any other person) nor does the Travel Funds entitle the Cardholder/Cardmember to any Overdraft or Credit facility.

10. Cardholder/ Cardmember Proceeding Abroad:

A Cardholder/Cardmember migrating and/ or proceeding abroad on permanent employment, or who is deemed “non-resident” as per definitions of exchange control regulations in force at that time must inform the Bank in writing, and shall surrender the Travel Card to the Bank.

11. Transactions in Foreign Currency:

- 11.1 All Transactions shall be charged to the Travel Card in the currency the Travel Card was issued.
- 11.2 The Bank will convert all Transactions into the currency the Travel Card was issued for, using the prevailing exchange rate for such currency the Transaction occurred. In respect of all foreign currency Transactions, a

conversion factor may be added to the converted amount.

12. Travel Card to Non –Resident Sri Lankans (NRSL):

NRSL are not permitted to hold Travel Cards as per the prevailing guidelines issued by the CBSL. In such an instance the Cardholder / Cardmember must return the Card to the Bank.

13. Expiry of Travel Cards:

The Travel Card is valid only up to the expiry date indented on its face. Thereafter the Travel Card may be renewed by the Bank upon receipt of a request in writing to renew the Travel Card from the Cardholder/Cardmember

14. The Travel Card Remains Property of the Bank:

14.1 The Travel Card shall at all times remain the property of the Bank and shall be returned to the Bank unconditionally and immediately upon the Bank's request.

14.2 Further any privileges and facilities attached to the Travel Card may be withdrawn at any time at the absolute discretion of the Bank without assigning any reason.

15. Fees & Charges:

15.1 The Cardholder/Cardmember agrees to pay to the Bank upon the request of the Bank, a Loading and Reloading fee as prescribed by the Bank for the Travel Card when issued.

- 15.2 When the Travel Card is couriered to an overseas address, the Bank will charge a handling fee to the Travel Card at a rate to be determined by the Bank. This fee will be in addition to any postage charges that may be charged by the Bank.
- 15.3 Other Travel Card related charges will be levied to the Travel Card from time to time as per the prevailing tariff.
- 15.4 The Bank reserves the right to charge a fee for any extra service carried out at the request of a Cardholder/ Cardmember and to reduce the Travel Funds by such fee.
- 15.5 Any fee reductions or waivers that may be offered by the Bank from time to time may be withdrawn or restricted by the Bank at any time at its discretion.

16. Insurance Protection for Cardholder/Cardmember:

The Bank may, in its discretion, provide a Cardholder/ Cardmember with various insurance products from time to time. However, any claims on such insurance must be made directly to the insurance company providing such insurance. The Bank will not be responsible for any non-payment of insurance claim or other dispute that may arise from such insurance claims and any such issues must be settled between the Cardholder /Cardmember and the insurance company.

All applicable insurance will be intimated by the Bank from time to time, which may be amended or modified at the discretion of the Bank. Separate terms and conditions as determined by the insurance company shall apply for various

insurance policies. Policies with terms and conditions shall be forwarded on request.

17. Disputes:

17.1 Any sales slip or other payment requisition received from a Merchant/ Service Establishments shall be conclusive proof that the amount recorded on such requisition was properly incurred at the Merchants/ Service Establishments, by the use of the Travel Card except where the Travel Card has been lost/stolen and properly informed to the Bank as per Sections 23.1 and 23.2. The burden of proving fraudulent use of the Travel Card shall be on the Cardholder/Cardmember.

17.2 The sales slip referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Cardholder/ Cardmember at a Merchant/ Service Establishments by use of the Travel Card, such as miscellaneous hotel charges etc. Signature of the Cardholder/Cardmember on such sales slip together with the Travel Card number noted thereon shall be conclusive evidence as between the Bank and the Cardholder/ Cardmember as to the extent of liability incurred by the Cardholder/Cardmember and the Bank shall not be required to ensure that the Cardholder/ Cardmember has duly received the goods purchased/to be purchased or has duly received the service availed or to be availed to the Cardholder/Cardmember's satisfaction.

17.3 Should the Cardholder/Cardmember disagrees with a Transaction indicated on the Card Statement, the same

should be communicated to reach the Bank within 20 days of receipt of the Travel Card Statement, failing which, it would be construed that all entries and Travel Card Statements are entirely in order. The Bank shall make bona fide and commercially reasonable efforts to resolve an aggrieved Cardholder/ Cardmember's disagreement with the applicable Transaction indicated on these Travel Card Statements on receipt of the notice of disagreement. If after such effort, upon Bank determines that the Transaction indicated on the Travel Card Statement is correct, then the Bank shall communicate the same to the Cardholder/ Cardmember along with details including a copy of the sales slip or payment requisition.

- 17.4 The Cardholder/Cardmember will be liable for any exchange loss which may result from the cancellation, reversal or refund of a Transaction including refunds or reversals due to disputed Transactions.

18. Dishonour of the Travel Card:

The Bank gives no guarantee that the Card will be honoured by any particular Merchants/ Service Establishments and accepts no responsibility for refusal by any Merchants/ Service Establishments to honour the Travel Card.

19. Change of Cardholder/ Cardmember Details:

The Cardholder/ Cardmember must inform the Bank of any change in name and corresponding details by writing to the Nations Trust Bank's Call Centre in Sri Lanka.

20. Quality of Goods and Services:

The Bank shall not in any way be responsible for merchandise, warranty or services purchased or availed by the Cardholder/ Cardmember from Merchants/ Service Establishments including on account of delay in delivery, non-delivery and non-receipt of goods or receipt of defective goods from mail order placed by the Cardholder/ Cardmember. It must be distinctly understood that the Travel Card facility is purely a facility to the Cardholder/ Cardmember to purchase goods or avail of services and the Bank holds no warranty or makes no representation about quality, quantity, delivery or otherwise howsoever regarding the goods or services, and the Cardholder/ Cardmember with the Merchants/ Service Establishments must resolve any dispute. The existence of a dispute shall not relieve the Cardholder/ Cardmember of the obligations to the Bank; notwithstanding any of his/her objections to the Bank pending dispute or claim whatsoever.

21. Exclusion of Liability:

21.1 The Bank shall be under no liability whatsoever to the Cardholder/Cardmember in respect of any loss or damage arising directly or indirectly out of:

- a) Any defect in any goods or services supplied by a Merchant /Service Establishments;
- b) The refusal of any person/ Merchants/ Service Establishments to honour or accept a Travel Card;

- c) The malfunctioning of any computer terminal, ATM machine and/or Point of Sale (POS) machine;
- d) The giving of Transaction instructions other than by a Cardholder/ Cardmember;
- e) Any statement made by any person requesting the return of the Travel Card or any act performed by any person in conjunction with such a request;
- f) Handing over of the Travel Card by the Cardholder/ Cardmember to any person other than designated employees of the Bank;
- g) The exercise by the Bank of its rights to demand and procure the surrender of the Travel Card prior to the expiry date indented on the face of the Travel Card, whether such demand and surrender is made and/or procured directly by the Bank or an agent of the Bank;
- h) The exercise by the Bank of its right to terminate and/or block the Travel Card;
- i) Any injury to the reputation of the Cardholder/ Cardmember alleged to have been caused by the Bank by its request to return the Travel Card or the refusal of any Merchants/ Service Establishments to honor or accept the Travel Card.
- j) Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Section 22;

k) Decline of a Transaction for any reason whatsoever;

21.2 The communications and arrangements for various services are provided by a Third Party Service provider and/or contractors of such Third Party Service provider and are paid for by either such Third Party Service provider or by the Bank. The Cardholder/Cardmember is responsible for the cost of any and all such services used. Assistance is provided on a best effort basis and may not be available due to problems of time, distance or locations. The insurance, medical and/or legal professionals suggested and/or designated by Third Party Service providers are not their employees or employees of contractors of Third Party Service providers. Therefore, they are not responsible for the availability, use, acts, omission or results of any insurance, medical, legal or any other services. The Bank does not accept any responsibility or liability of whatsoever nature for the arrangement or use of services provided or for the acts or omissions of any of the aforementioned parties.

22. Disclosure of Information:

22.1 Subject as hereinafter provided in this Section 22, the Bank shall preserve the confidentiality of all details of Transactions or dealings between the Cardholder/Cardmember and the Bank to the extent required by law. Notwithstanding the foregoing, the Cardholder/Cardmember hereby authorizes the Bank to provide information about the Cardholder/Cardmember to:

a) Any bank, financial institution or government authority

- b) Any actual or proposed assignee of the Bank or participant or sub participant in or transferee of any of the Bank's rights in relation to this agreement or the Travel Card;
- c) Any agent, contractor or service provider under a duty of confidentiality to the Bank or to any related company;
- d) Any supervisory or regulatory authority;
- e) Anyone when ordered to do so in accordance with the laws of Sri Lanka;
- f) Any office or branch of any company associated with the Bank for commercial use; or
- g) Relevant Travel Card payment network or any of its affiliated companies or any other party at the discretion of such Travel Card payment network.

23. Lost Travel Card Liability:

23.1 If a Travel Card is lost or stolen, the Cardholder/ Cardmember must immediately inform the Nations Trust Bank Call Centre in Sri Lanka. The Cardholder/ Cardmember must also file a report with the local police/ law enforcement agency where the loss/theft occurred. The Cardholder/Cardmember will be liable for charges incurred on the Travel Card until the Nations Trust Bank Call Centre in Sri Lanka is notified of the loss.

23.2 A Cardholder/Cardmember may report a Travel Card lost over the telephone, duly supported thereafter by sending to the Nations Trust Bank Call Centre a copy of the notarized affidavit confirming loss of the Travel Card and disclaiming the charges, if any, and also sending to the Bank signed copy of the report lodged with the local police authorities/law enforcement agencies where the loss occurred. The Bank may, upon adequate verification, temporarily suspend or block the Travel Card and will not be liable for any inconvenience caused to the Cardholder/Cardmember on this account. The Cardholder/Cardmember shall be liable for all amounts charged to the Travel Card and pending transactions yet to be charged to the Travel Card, as a result of the unauthorized use of the Travel Card until effective notification is given to the Nations Trust Bank Call Centre in Sri Lanka. Once a Travel Card is reported lost, stolen or damaged, the Travel Card should not be used again even if found subsequently, as it may result in dishonoured Transactions. The Cardholder / Cardmember declares that if a Travel Card is reported lost, stolen or damaged and is subsequently found, the Cardholder/Cardmember shall be solely responsible for invalidating the Travel Card by surrendering the same to the Bank. The Cardholder/ Cardmember is responsible for the security of the Travel Card at all times and shall take all steps towards ensuring the same.

23.3 The Cardholder/Cardmember will give the Bank all the information in the Cardholder/Cardmember's possession as to the circumstances of the loss, theft or misuse of the Travel Card and take all steps deemed necessary by the Bank to assist in the recovery of the missing Travel Card.

- 23.4 With regard to lost Travel Cards, the Bank may levy a fee to cover the administrative costs in informing the Travel Card payment network.
- 23.5 The Bank will be under no obligation to issue a replacement Travel Card to the Cardholder/Cardmember following its loss or theft. Any replacement Travel Card will be subject to a handling fee which will be charged to the Travel Card at a rate to be determined by the Bank and shall be issued where the Bank so determines on the same terms and conditions as the original Travel Card.
- 23.6 In the event the PIN and/or T-PIN is lost, stolen or disclosed to any other party, the Cardholder/Cardmember shall immediately notify such loss or disclosure together with the particulars thereof to the Bank as in Sections 23.1 and 23.2.

24. Breach:

In the event of any breach of this agreement by any Cardholder/Cardmember:

Notwithstanding any other provision of this agreement, the Cardholder/Cardmember will indemnify the Bank for any loss to the Bank directly or indirectly resulting from such a breach. The Bank reserves the right to cancel or terminate the Travel Card without prior notification to the Cardholder/Cardmember on such grounds.

25. Termination:

- 25.1 The Cardholder/Cardmember may at any point of time request termination of the Travel Card, by providing written notice to the Bank accompanied by the return of the Travel Card
- 25.2 Such a notice will not take effect until the Travel Card has been cut into four pieces, ensuring that the magnetic strip has been cut, and has been received by the Bank.
- 25.3 Save as aforesaid, the Cardholder/Cardmember may not terminate the Travel Card.
- 25.4 The Bank may charge a cancellation fee on the Travel Card at Termination of the Travel Card as aforesaid. Such cancellation fee shall be deducted from the Travel Funds and the balance Travel Funds if available will be provided to the Cardholder/Cardmember. In the event there are outstanding Transactions that have not yet been charged to the Travel Card, the Cardholder/Cardmember shall be liable for such Transactions.
- 25.5 In the event Transactions are performed on the Travel Card after the Cardholder/Cardmember claims to have destroyed the Travel Card, the Cardholder/Cardmember shall be entirely liable for such charges, whether or not the same are the result of the misuse and whether or not the Bank has been informed.
- 25.6 The Bank may at any time, with or without notice, as to the circumstances in the Bank's absolute discretion require,

terminate/withdraw the Travel Card or any other services offered without assigning any reason. On termination of the Travel Card and notwithstanding any prior agreement between the Bank and the Cardholder/Cardmember to the contrary the Cardholder/Cardmember's right to use the Travel Card will immediately cease.

25.7 The Bank shall be entitled to terminate the Travel Card with immediate effect and the Travel Card shall be returned upon the occurrence of any of the following events:

- (a) Failure to comply with the terms and conditions herein setforth
- (b) An event of default under any agreement or commitment (contingent or otherwise) entered in to with the Bank
- (c) The Cardholder/Cardmember becoming the subject of any bankruptcy, insolvency proceedings or proceedings of similar nature.
- (d) Demise of the Cardholder/Cardmember

26. Amendments:

The Bank reserves the right to amend (including the right to add, vary, modify, substitute or delete) any /all terms of this agreement from time to time. Notice of such amendment may be given to the Cardholder/Cardmember by way of a narrative in or enclosed with the Travel Card Statement or by publication of such amendment in one or more newspapers published in

Sri Lanka, or in the notice board at the Bank or Bank's branches or the Bank's website or other mode the bank may deem fit. The Cardholder/Cardmember shall be deemed to have accepted without reservation such amendment upon using the Travel Card after the date the amendment becomes effective. If the Cardholder/Cardmember does not accept such amendment, the Travel Card must be returned to the Bank for cancellation before the date upon which such amendment is to take effect or the Cardholder/Cardmember may terminate this agreement, by cutting the Travel Card diagonally across in half in such manner to cut the magnetic strip and return the pieces to the Bank. The Cardholder/Cardmember however, shall continue to be liable and responsible for all fees and charges made before such termination.

27. Warning Bulletins:

The Bank shall have absolute right and discretion to make reference to the Travel Card in the warning bulletin in Sri Lanka or abroad notifying the Merchants/ Service Establishments to seize the Travel Card, without assigning any reason whatsoever.

28. Notices:

28.1 The Bank may send any notice to the Cardholder/Cardmember by prepaid post to the usual or last known address and/or the email address provided on the Travel Card application form of the Cardholder/Cardmember, and such document shall be deemed to have been duly served, upon dispatching to the given address. Any information or intimation relating to the Travel Card stated on or made a part of the Travel Card statement shall

also deem to be a notice under this agreement.

28.2 The Cardholder/Cardmember must send or confirm any notice to the Bank by prepaid post to the following address:

Nations Trust Bank PLC.,
The Card Centre,
256, SrimathRamanathan Mawatha
Colombo 15

28.3 The Cardholder/Cardmember may contact by calling the Nations Trust Bank Call Center in Sri Lanka

29. Expenses of Enforcement:

The Cardholder/Cardmember shall be liable to indemnify the Bank in respect of any and all expenses incurred by the Bank in enforcing or attempting to enforce these terms and conditions including all legal fees and disbursements on a full indemnity basis.

30. Authorization and Indemnity for Telephone, Internet, Telex, Facsimile and E-mail Instructions:

30.1 The Cardholder/Cardmember authorizes the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication, which may from time to time be, or purport to be given by telephone, internet, telex, facsimile or e-mail by the Cardholder/Cardmember or on his/her behalf, without any inquiry on the Bank's part including, without prejudice to the generality of the

foregoing, as to the authority or identity 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/Cardmember will accept the Bank's ruling on time / date of receipt of instructions as final.

30.2 The Bank shall be entitled to treat the instructions as fully authorized by and binding upon the Cardholder/Cardmember 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 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.

30.3 In consideration of the Bank acting in accordance with the terms of this authorization and indemnity the Cardholder/Cardmember hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the instructions.

30.4 The terms of this authorization 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/Cardmember, save that such termination will not release the Cardholder/Cardmember from any liability under this authorization

and indemnity in respect of any act performed in accordance with the terms of this authorization and indemnity prior to the expiry of such time.

31. General:

- 31.1 In accepting the Travel Card the Cardholder/Cardmember shall be subject to the Banks prevailing General Business Conditions governing all services, facilities and transactions Performed by the Travel Card.
- 31.3 Loyalty programmes, if any, available to the Cardholder/Cardmember will be governed by separate terms and conditions as may be applicable for such programmes.
- 31.4 Merchants/ Service Establishments may not honour the Travel Card when such Merchants/ Service Establishments organize and conduct a discount or reduction sale in respect of their merchandise or service.
- 31.5 Where the Bank is aware of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of the Travel Card or in connection with the use of the Travel Card, the Bank may, at its sole and absolute discretion without assuming any liability, decline authorization for any Transaction and in such an event the Bank will to the extent possible inform the Cardholder / Cardmember as soon as possible.
- 31.7 If the Cardholder/Cardmember has received funds in excess of the Travel Funds requested by the Cardholder/Cardmember due to any reason whatsoever including

and not limited to the malfunction of an ATM, POS or other equipment, or the Bank system, the Cardholder/ Cardmember agrees to promptly repay the Bank unconditionally any such funds upon such terms and conditions as the Bank may specify.

- 31.8 None of the Bank's rights shall be deemed to have been waived by any act or conduct of the Bank or by any neglect or delay on exercising such rights and every right shall continue in full force and effect until specifically waived by the Bank in writing
- 31.9 The Cardholder/Cardmember shall at all times keep his/her PIN and T-PIN confidential and separate from the Travel Card, and also shall ensure that the Travel Card is kept in a safe place and is not used by any other individual. The Cardholder/ Cardmember shall be fully liable for all Transactions made with the Travel Card and/or PIN and/or T-PIN, whether with or without the knowledge of the Cardholder/ Cardmember.
- 31.10 The Bank shall not be liable for any loss or damage including any consequential or indirect loss or damage arising or in connection with the issue/use/loss of the Travel Card and any PIN and/or T-PIN however caused.
- 31.11 The Cardholder/ Cardmember undertakes to act in good faith at all times in relation to all dealings with the Travel Card and the Bank.

32. Law and Jurisdiction:

This agreement will be governed by and construed in accordance with the laws of Sri Lanka. This agreement will automatically stand amended if law, government regulations or instructions issued by the Central Bank of Sri Lanka or any other statutory body, necessitates such amendments. The Travel Card may be used only for valid and lawful purposes. If a Cardholder/ Cardmember uses, or allows someone else to use, the Travel Card for any other purpose, the Cardholder / Cardmember will be responsible for such use and may be required to reimburse the Bank and/or relevant Travel Card payment network all losses / expenses incurred as a result of such use.

33. Terms of Assignability:

The Cardholder/ Cardmember hereby consents, both now and at any time in the future, to the assignment of the whole or any part of this agreement by the Bank to relevant Travel Card payment network, or any of its affiliated companies or designees and agrees that any such assignment shall become effective upon the date stated in any notice of assignment given to the Cardholder / Cardmember by the Bank and/or by the Travel Card payment network.

The Card Center
Nations Trust Bank PLC - PQ 188
256, Srimath Ramanathan Mawatha, Colombo 15.

For more information
Please call
(011) 4 414141