

TERMS CONDITIONS & INDEMNITY

In consideration of Lanka ORIX Finance PLC (LOFC) pursuant to my/our request making available to me/us Internet Banking facility, I/we agree to be bound by the following terms conditions & Indemnity.

- 1) To restrict the use of Internet Banking facility exclusively to the person/s named overleaf.
- 2) At no time and under no circumstances to disclose to any person the User ID/Password(s) required for use of Internet Banking facility and to treat such as strictly confidential.
- 3) To report to the LOFC immediately upon becoming aware that the User ID/Password(s) has fallen into hands of any unauthorized party.
- 4) To accept full responsibility for all transactions processed from the use of the Internet Banking facility.
- 5) To accept LOFC's record of transactions as conclusive and binding for all purposes.
- 6) That the LOFC has the authority to revoke the account holders right to give instructions to the LOFC using Internet Banking facility, at any time, without prior notice.
- 7) That the LOFC is not bound to carry out the instructions given by the account holder, if the LOFC at its sole discretion believes that such instructions do not emanate from the account holder.
- 8) Not to hold the LOFC liable, responsible or accountable in anyway whatsoever for any loss or damage whatsoever arising by any malfunctions or failure of the Internet Banking Facility or on the failure or delay of the LOFC to act on instructions given via this medium.
- 9) That I'm aware that any payments made through Internet Banking Facility may take 1-3 days for actual realization and therefore not to hold LOFC liable, responsible or accountable in anyway whatsoever for any interruption or termination of any services including utility services in an event of delay in utility bill payments.
- 10) Notwithstanding to and without prejudice to the generally of provision of (8) above the use of Internet Banking facility shall be at my/our sole risk and I/We also accept any and all risk, incidental to or arising out of the use of Internet Banking Facility.
- 11) That the LOFC shall be at liberty to terminate the facility at any time without notice to me/us by cancelling the facility.
- 12) Joint account holders are inter-alia jointly and severally bound by these terms and conditions and are jointly and severally liable for all transactions processed by the use of this facility irrespective of whether the instructions have been given by one or more of the Joint Account Holders.
- 13) All rules and regulations governing the operations on Savings, Fixed Deposits, Leasing, Insurance, Loan and/or any other accounts/facilities shall be applicable to Internet Banking transactions relating to such accounts.
- 14) That the LOFC reserves the right to vary these terms & conditions and fees applicable at any time and without prior notice.
- 15) Indemnity Clause - That I will be fully liable and responsible for all consequences arising from or in connection with use of the service and/or access to any information or report or any other information as a result of such use by me or any other person whether or not authorized by me. I shall indemnify the LOFC and their respective officers and employee against all liabilities, claims, damage, losses, demand, costs, charges and expenses of any kind (including, without limitation, legal fees on full indemnify basis) which may be incurred by any of them and all actions and proceeding which may be brought by or against any of them in connection with the provision of the services, the information and/or the report exercise or prevention of the LOFC powers under these terms & conditions unless due to the gross negligence or willful default of the LOFC.

Signature/s of Applicant/s

1..... 2..... 3.....

LANKA ORIX FINANCE PLC

(An LOFC Group Company)

Company Registration No: P B 244 P Q

No.100/1, Sri Jayawardenapura Mawatha, Rajagiriya, Sri Lanka.

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