

Terms and Conditions

First Capital Online Portal - Individual/Joint

1. Facilities provided for under the First Capital Online Portal

1.1. I do hereby authorize First Capital Holdings PLC and its subsidiaries ('Company') to issue me the distinctive user identification number ('User ID') for the purpose of using the First Capital Online Portal ('FCOP') by me.

1.2. I authorize the Company to consider the signing hereof as consent to use the facilities under the FCOP and to accept or act upon all instructions received/purported to be received by the Company through the FCOP (except for withdrawal instructions in relation to minor accounts opened with the Company) under the password issued to me by the Company

1.3. I shall provide accurate and complete information and transmit same to the Company for/in connection with the FCOP and shall immediately notify the Company of any error, discrepancy or omission noted by me.

1.4. I do hereby confirm that the information provided herein is accurate, correct and complete and to be the latest/updated information as at date and I further undertake to keep the Company updated of any changes at all times.

1.5. I shall accept full responsibility for all instructions given/purported to be given by me and viewing/downloading information provided via the FCOP.

1.6. I shall ensure that sufficient funds are available in my designated account/s or fund/s when giving FCOP instructions for the same day and future transactions, and if not, I agree that the Company shall have no obligation to comply with my payment/rollover instructions or to give me notice of non-payment thereof.

1.7. I agree that my requests / instructions warranting authorization by an officer/s of the Company may not be affected immediately or automatically and that the Company reserves the right to allow or disallow such instructions at its sole discretion with or without notice to me.

1.8. I do hereby authorize the Company to record the FCOP transactions and any other FCOP activity of mine and to use such records for the purpose of establishing or verifying transactions or any activity (viewing/downloading) through the use of User ID and Passwords.

1.9. I shall accept the Company's records and statements of all instructions given, viewing/downloading done by me or transactions processed (if any) through the FCOP as conclusive and binding on me.

1.10. In the event of there being a discrepancy between the facts and figures shown via the FCOP and the actual facts and figures maintained with the Company, I agree that the latter will supersede the former at all times.

1.11. FCOP instructions not processed due to technical defects, shall be informed to the Company within three (03) working days from the date of sending such instructions.

2. Security of Transactions

2.1. I agree that the Company has the right to retain my FCOP User ID in disabled status, until the Company receives my acknowledgement of receipt of my Password mailer in accordance with the Company's requirements.

2.2. I shall change the password immediately after accessing FCOP and thereafter at regular intervals.

2.3. I will take adequate measures (including all data and information regarding transactions if any) to safeguard and keep confidential the FCOP and the User ID and Passwords from disclosure to or from access or use by any unauthorized person/s even after the expiry or termination of this agreement.

2.4. I shall inform the Company immediately if I become aware of any act or attempt of unauthorized use of the User ID and Password by another.

3. Third Party Transactions

3.1 I understand that FCOP allows me to register third-party bank accounts for the purpose of transferring funds to parties other than myself. I acknowledge that:

- i. All third-party bank account registrations must be completed through the FCOP and will be secured through One-Time Password (OTP) verification sent to my registered contact details.
- ii. I am solely responsible for maintaining the confidentiality of all OTPs and ensuring that third-party account registrations are authorized by me.

- iii. I must verify the accuracy of all third-party bank account details (including account holder name, bank name, branch, and account number) at the time of registration.
- iv. Company reserves the right to verify or remove any registered third-party bank account at its sole discretion.

3.2 I acknowledge and agree that:

- i. Third-party transfers are subject to a maximum limit of Sri Lankan Rupees Five Hundred Thousand (LKR 500,000/=) per day, or such other limit as the Company may determine at its sole discretion from time to time.
- ii. The Company may, without prior notice, modify transaction limits, impose additional verification requirements, or temporarily suspend third-party transfer facilities for security or regulatory reasons.
- iii. Each third-party transaction instruction constitutes my irrevocable authorization to the Company to debit my account with the transaction value together with all applicable charges as per the prevailing tariff.
- iv. I shall ensure that sufficient funds are available in my designated account when giving third-party transaction instructions for same-day and future transactions. If adequate funds are not available, I agree that the Company shall have no obligation to comply with my third-party payment instructions or to give me notice of non-payment thereof.
- v. I acknowledge the Company may levy applicable charges for the non-execution, cancellation, or reversal of any third-party transaction due to insufficient funds, incorrect account details, or any other reason.
- vi. I acknowledge the transaction processing times may vary depending on the beneficiary bank's systems and processes, and the Company is not responsible for delays caused by external parties.

3.3 I do hereby confirm and warrant that:

- i. I shall provide accurate and complete information for all third-party bank account registrations and transmit same to the Company through the FCOP, and shall immediately notify the Company of any error, discrepancy or omission noted by me.
- ii. The information provided for third-party registrations is accurate, correct and complete and I further undertake to keep the Company updated of any changes at all times.

- iii. I am fully responsible for ensuring the accuracy of all information submitted through the FCOP, including but not limited to beneficiary account codes, names, bank account numbers, branch details, and transaction amounts.
- iv. All registered third-party accounts and transactions are legitimate, authorized, and comply with all applicable laws and regulations.
- v. I will not use the third-party transfer facility for any unlawful purpose, including but not limited to money laundering, terrorist financing, fraud, or breach of any financial regulations.
- vi. I will immediately notify the Company of any unauthorized account registration, suspicious activity, or security breach related to my account or registered third-party accounts.

3.4 I agree that:

- i. I shall accept full responsibility for all third-party transaction instructions given or purported to be given by me through the FCOP.
- ii. My third-party transaction requests/instructions warranting authorization by an officer(s) of the Company may not be affected immediately or automatically and that the Company reserves the right to allow or disallow such instructions at its sole discretion with or without notice to me.

3.5 I understand and accept that:

- i. Once a third-party transaction is processed and funds are transferred, it may not be possible to reverse or recall the transaction.
- ii. I bear full responsibility for all third-party transactions initiated from my account, whether authorized by me or resulting from a compromise of my security credentials.
- iii. I am fully aware of the consequences that may arise as a result of using the third-party transfer facility through common user names and passwords and shall not hold the Company responsible for any user names/password thefts.
- iv. The Company shall at its absolute discretion cancel, withdraw, suspend, or renew the third-party transfer facility with or without any prior notice to me.
- v. The Company reserves the right to remove any registered third-party bank account or decline to process any third-party transaction at its sole discretion without assigning any reason.

4. Liability and Indemnity

4.1 I shall agree that in no event (unless due to the gross negligence or willful default of the Company) the Company shall be liable to me for:

- (i) any loss or liability incurred or suffered by me in using any FCOP User ID and Passwords issued to me or substituted by me
- (ii) any incidental, indirect, special, consequential or exemplary damages including without limitation any loss of revenue, profits or savings suffered by me in using the FCOP
- (iii) the use of the services and / or access to any information as a result of such use by me or any other person whether or not authorized
- (iv) any information, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the FCOP services, in transmitting instruction or information relating to the FCOP services or in connecting with the internet site(s) caused by any acts, omission or circumstances beyond the reasonable control of the Company including without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown or inadequacy of equipment, installation or facilities or any law, rules, regulation, codes, directions, regulatory guidelines or Government directives (whether or not having the force of Law)
- (v) transmission and/or storage of any information and/or transactions relating to me or transactions or dealings conducted by me via the FCOP
- (vi) me not informing the Company about a change in the information provided by me herein
- (vii) all consequences arising from or in connection with the use of the third-party transfer facility and/or access to any information by me or any other person whether or not authorized.

4.2. I shall be fully liable and responsible for all consequences arising from or in connection with the use of the FCOP and/or access to any information by me or any other person whether or not authorized.

4.3. I shall indemnify the Company, its employees or information provider and their respective offices and employees against all liabilities, claims, demands, losses, damages, cash, charges and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by against any of them in connection with the provision of the FCOP services, the information and / or the report

or the exercise or preservation of the Company's powers and rights under these terms or the failure to notify the Company of any change to the information provided by me herein in the absence of any gross negligence, fraud fault or willful default on the part of the Company or its employees.

4.4. I am fully aware of the consequences that may arise as a result of using this FCOP facility through common user names and passwords and shall not hold the Company responsible for any user names / password thefts.

5. Changing the Terms and Conditions

The Company shall at any time be entitled to amend, supplement or vary these terms and conditions, at its absolute discretion with or without notice to me and such amendment, supplement or variation shall be binding on me.

6. Termination

I may terminate the use of FCOP by giving the Company not less than seven (07) days prior notice in writing and further return any document relating to FCOP, given to me by the Company. The Company shall at its absolute discretion cancel, withdraw or renew FCOP with or without any prior notice to me.

7. Governing Law

The FCOP services and these terms and conditions shall be governed by and construed in accordance with the Laws of the Democratic Socialist Republic of Sri Lanka and the parties shall submit to the exclusive jurisdiction of the courts of Sri Lanka.

8. Joint Account Holder Liability

If the account is a jointly held account,

(a) If the signing instructions given in the mandate lodged with the Company are 'Both', the Primary holder will not be able to request payments and providing instructions for transactions related to Fixed income securities.

(b) Each of the joint account holders are inter alia jointly and severally bound by these terms and conditions and are jointly and severally liable for all transactions arising from the use of the FCOP even though it is the primary account holder that will be using the facility of FCOP.

(c) Joint account holders acknowledge that any third-party account registered and any transaction instruction given by the primary account holder shall bind all joint account holders.