BOC Smart Remit Mobile Application - Terms & Conditions

The Terms and Conditions mentioned below govern the access and the use of Bank of Ceylon's Smart Remit Mobile Application (hereinafter sometimes called "BOC Smart Remit Mobile App").

1. ELIGIBILITY CRITERIA FOR THE USE OF THE BOC SMART REMIT MOBILE APP

1.1 The User shall
(a) be above 18 years
(b) hold a foreign debit or credit card
(c) have the legal capacity enter into an agreement
(d) have a valid passport.

1.2 Any services that may be offered to the customer through the Smart Remit Mobile App platform is at the discretion of the Bank and/or based on the eligibility criteria of the User and such services are subject to certain terms and conditions.

1.3 In case of inconsistency between the Smart Remit Mobile App Terms and Conditions and any specific terms and conditions pertaining to a specific variant of the account or any specific service/offer, the specific terms and conditions of that particular service/product/ offer shall prevail.

2. USER REGISTRATION PROCESS

2.1 To access the services of Smart Remit Mobile App, the User is required to download the Application on User's mobile phone owned by the User provided such mobile phone that is compatible with the Application.

2.2 The User shall provide the Bank required identity information and images of the User to verify User's identity in accordance with the guidelines of Central Bank of Sri Lanka (CBSL).

2.3 The User shall provide all required information and the documents and follow the procedure prescribed by the Bank.

2.4 The User shall be subject and adhere to the Customer Due Diligence (CDD), Anti-Money Laundering (AML) and, Know-Your-Customer (KYC) requirements as specified by the Bank

2.5 The Bank has the discretion to refrain from onboarding the User for the use of Smart Remit Mobile App, if the User does not meet the requirements: the

User is unable to comply with any aspect of the Bank's established for onboarding procedures/standards: When the User's behavior causes the Bank to doubt the legal intents or purposes of the User regarding the use of the App: When the Bank is unable to identify the current location of the User: Where the Bank has a reasonable suspicion on the authenticity of the document(s) in any manner.

3. PERSONAL IDENTIFICATION NUMBER, EMAIL ADDRESS AND ONE TIME PASSWORD (OTP)

3.1 The User shall follow the guidance provided by the Bank online in designating the e-mail address and the personal identification number (the 'PIN') for identifying the User for the purposes of the services in Smart Remit Mobile App. "PIN" shall mean the original PIN confidentially created by the User.

3.2 The Bank may in its sole discretion require the User to use a One-Time Password (OTP), which shall be transmitted through the short message service ("SMS"), and Email by the Bank to the User's registered mobile number and email, for transactions that require such OTP for authentication purpose. The User agrees to input the OTP wherever and whenever applicable. The User acknowledges and agrees that the User is responsible for the security of each mobile phone/number or other electronic devices used to receive SMS sent by the Bank. It is the responsibility of the User to ensure that all electronic devices and SMS are kept confidential and secure.

3.3 The User shall act in good faith, exercise reasonable care and diligence in keeping the PIN, the electronic device/s and its login passwords or login codes , the One-Time Password in secrecy and any other activity to secure the access to BOC Smart Remit Mobile App. At no time and under no circumstances, the User shall disclose the PIN or the One-Time Password to any other person or permit the Mobile device to come into the possession or control of any other person.

3.4 The User agrees to follow the instructions given by the Bank to reset the PIN, if any circumstances is arisen.

3.5 The User shall be fully responsible for any accidental or unauthorized disclosure of the PIN and/or the One- Time Password to any other person and shall bear the risks of the PIN, the One- Time Password or the Mobile Device being used by unauthorized persons and/or for unauthorized purposes.

3.6 Upon notice or suspicion of the PIN being disclosed to any unauthorized person or any unauthorized use of the services being made, the User shall notify the Bank in person as soon as practicable or by telephone to the Bank's

Contact Centre through +94 112203750/54 & +94 767225023 (and the Bank may ask the User to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the User shall remain be responsible for all transactions made by the use of BOC Smart Remit Mobile App by unauthorized persons and/or for unauthorized purposes.

4. TRANSACTIONS VIA BOC SMART REMIT MOBILE APP

4.1 By completing BOC Smart Remit Mobile App registration process and accepting it through virtually, the User gives the authority to the Bank to accept and/or to act upon any instructions or messages received by the Bank through BOC Smart Remit Mobile App which comes from the User.

4.2 When the User places a remittance request via BOC Smart Remit Mobile App using the beneficiary information, an e-mail will be sent to the User acknowledging that request has been received. This confirmation does not mean that the User's request for remit the funds is accepted.

4.3 The request for remit the funds constitutes solely an attempt to affect a transaction via Bank's remittance service and the acceptance of such request is subject to the discretion of the Bank. Such acceptance will be communicated to the User either (a) via e-mail confirming that the Bank is processing the User's request or (b) through a confirmation in the App. (hereinafter called "Transaction Confirmation").

4.4 The Bank reserves the right to refuse to perform any of the Services of the BOC Smart Remit Mobile App including after the Transaction Confirmation if:

4.4.1 The Bank is unable to obtain satisfactory evidence of identity of beneficiary;

4.4.2 The User has provided false, incorrect or incomplete information;

4.4.3 Sufficient information or documentation is not provided to the Bank to process it in accordance with the request;

4.4.4 The User is in breach of these Terms and Conditions;

4.4.5 The request for remit the funds breaches of any applicable laws or regulations or is made for a prohibited purpose;

4.4.6 The Bank is unable to process the request due to variations in business hours, currency exchange or currency availability issues or due to any force majeure event;

4.4.7 The Compliance Officer has taken a discretionary decision to do so.

4.5 The Bank shall not be liable for any damages, costs or losses incurred by the User or the Beneficiary or any third party, if the Bank fails to complete the

remittance of funds in accordance with a remittance instruction due to any of the circumstances referred to in clause 4.4.

4.6 The User does provide data, information, instructions and messages at his/her own risk. The User will ensure that all data transmitted to the Bank for or in connection with BOC Smart Remit Mobile App is correct and complete. The User shall let the Bank know immediately about any errors, discrepancies or omissions.

4.7 The User shall accept full responsibility for all transactions processed or effected by the use of BOC Smart Remit Mobile App howsoever effected and the User further agrees that the Bank is not responsible in any manner for the transactions processed or effected by the User or by the use of BOC Smart Remit Mobile App.

4.8 The User shall accept full responsibility for all documents relating to banking products and services including but not limited to all applications, forms, Letters of Set off, Letters of Indemnity executed or processed by the use of BOC Smart Remit Mobile App.

4.9 The User hereby authorizes the Bank to debit the User's account/s (existing at the time of this application or opened and linked by the User subsequently) with the amount of any transaction made by the use of the BOC Smart Remit Mobile App with or without the knowledge or any further authority by the User.

4.10 The User shall not attempt to effect transactions through BOC Smart Remit Mobile App unless sufficient funds are available in the account/s. The User agrees that transactions scheduled for future date will be executed by the Bank only if sufficient funds are available in the account/s on the relevant date/s and further agree that the Bank is under no obligation to honor payment instructions unless there are sufficient funds in the designated account/s at the time of receiving the payment instructions and /or at the time such payments fall due.

4.11 The User agrees that some requests/instructions given by the User are subject to authorization by officer/s of the Bank, and therefore may not be immediately and automatically effected. The User further agrees that the Bank reserves the right to allow or disable such requests at its discretion without notice to the User.

4.12 The User may link Payment instruments of other banks/financial institutions to the BOC Smart Remit Mobile App. Once a Payment Instrument has been

successfully linked to the BOC Smart Remit Mobile App, the Bank will store the relevant account/card numbers as may be required to provide the Services of BOC Smart Remit Mobile App to the User. The User acknowledges that the Bank is not a party to any agreement between the User and such other bank/financial institution in relation to the payment instruments and is not involved in issuing credit or determining eligibility for credit. Further, the Bank does not make any representation or verify that any of such Payment Instruments are in good standing or that relevant bank/financial institution will authorize or approve any Payment Transaction carried out through the BOC Smart Remit Mobile App.

4.13 The Charges, commission, fee, cost for the Service and the applicable exchange rate will be displayed at the time of initiating the remittance request. The User hereby authorizes the Bank to debit User's account/s with all charges as displayed.

5. CANCELLATIONS AND REFUND

5.1 In the case of a rejected remittance, a refund is to be made only on the basis of the amount actually received from the correspondent and at the Bank's selling rate on the day of the refund. The refund value will not be equal to the amount used to send to the beneficiary.

5.2 If the User wishes to reprocess the **rejected** remittance by changing the beneficiary details different, the User can update the beneficiary details and proceed. If the User does not wish to reprocess the rejected remittance else customers can request for a refund and processing time for a refund could varies from 5-7 working days from the date of the transaction.

6. CONFIDENTIALITY AND DATA PROTECTION

6.1 The User shall keep Login PIN and one-time password thereof strictly confidential and undertake not to reveal such numbers/information to any person at any time or under any circumstances.

6.2 The User shall keep all information, techniques, data and designs relating to BOC Smart Remit Mobile App completely confidential. The User shall not disclose any of them to any other party.

6.3 The User's obligations in connection with confidentiality will continue indefinitely and will not end with the expiry or termination of the facility.

6.4 Under the applicable laws and the regulations, the Bank is bound by the legal requirements to obtain, verify and record information about the customers/users. Therefore, the Bank requests from the User or consult relevant sources to obtain and validate the User's personal data when offering

the Services to the User.

6.5 The User's personal information will be treated and processed securely and strictly in accordance with applicable laws and regulations.

6.6 The Bank may disclose User's information if the Bank is required to do so by law, by court order, by any statutory, legal or regulatory requirement, by the police or any other competent authorities in connection with the prevention or detection of crime or to help combat fraud, money laundering and terrorism financing. The Bank may also report suspicious activity to appropriate competent law enforcement or government authorities.

6.7 The User shall read and understood the Privacy Statement of the Bank accessing via Bank's corporate website, www.boc.lk, regarding as to how the personal information are collected, retained, and used in compliance with the applicable laws, including Prevention of Money Laundering and Countering the Financing of Terrorism in Sri Lanka and Data Protection.

7. LOSS OR DELAY

7.1 The Bank shall not be responsible for any loss or damage or for any loss of profits, loss of contracts, financial losses and loss of data or loss of goodwill incurred or suffered by the User as a result of delay of performing the services and/or non-acceptance of and/or non-adherence to instructions given on BOC Smart Remit Mobile App for any reason whatsoever.

8. COMPLAINTS AND CANCELLATION

8.1 Any complaint regarding a product or a service of the Bank could be made via Bank's website www.boc.lk/contact or directly contacting Customer Experience Management Unit on 0112204750/4751/4752 or by post to the Manager, Customer Experience Management Unit, Bank of Ceylon, 22nd Floor, "BOC Square", No.1, Bank of Ceylon Mawatha, Colombo 01

8.2 The Bank shall have the full discretion to cancel or withdraw the BOC Smart Remit Mobile App with prior notice via SMS, E-Mail or any other appropriate means. In the event that the User decides to terminate the use of BOC Smart Remit Mobile App, the User shall give the Bank not less than seven days prior notice in writing to and forthwith return any document relating to BOC Smart Remit Mobile App.

9. PROPRIETARY AND OTHER RIGHTS

9.1 The User agrees that the BOC Smart Remit Mobile App will remain the property of the Bank at all times and the User will not copy the BOC Smart Remit Mobile App or any of the information, technique data or designs relating to them.

10. INDEMNITY

10.1 The User hereby agrees and irrevocably holds the Bank indemnified and saves harmless against any losses, charges, suit, claims, expenses and damages that the Bank shall or may be caused sustained, incurred or suffered by reasons of using BOC Smart Remit Mobile App by the User in any manner whatsoever and for any loss and/or misdirection of data in transit electronically and/or by reasons of the Bank generating and/or issuing the PIN.

10.2 In order to transact under the Smart Remit Mobile App Service, there are transaction data verification / re-authentication requirements for the Customer. The Customer may use the OTP credentials or the Customer Identification Data to affect such verification / re-authentication. The Customer must strictly adhere to privacy procedures to ensure safe keeping of the log in credentials.

10.3 It is the responsibility of the Customer to provide correct information to the Application.

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10.4 By accepting the terms and conditions on the Smart Remit Mobile App while registering for the, the Customer agrees to use the Smart Remit Mobile App Service for financial and non-financial transactions offered by the Application.

11. GOVERNING LAW AND DISPUTE RESOLUTION MECHANISM

11.1 Any doubt, difference, dispute, controversy or claim arising from, out of or in connection with these terms and conditions or on the interpretation thereof or on the rights, obligations or liabilities of any parties thereto or on the operation, breach termination or invalidity thereof shall at the first instance be settled by negotiation of the User and the Bank. In the event of failure, the disputes shall be referred to the Courts in Sri Lanka, which shall have exclusive jurisdiction to settle any dispute in connection with this Agreement.

I, the User have read and understood the terms and conditions relating to the BOC Smart Remit Mobile App and agree to activate and use the BOC Smart Remit Mobile app subject to the above terms and conditions and abide by such terms and conditions.

I hereby explicitly give my consent to the collection and use of my personal information, including my name, contact details, identification details, financial data, and my images for the purpose of providing a

secured remittance services, compliance with legal requirements, and to improve my experience. I understand that my data will be protected with industry-standard security measures, retained only as necessary, and shared only when legally required or essential for service delivery. I am aware of my rights to access, correct, or delete my data, withdraw consent, or file complaints if needed.

I do not give my consent for processing of personal data