



## First Capital

### FIRST CAPITAL ONLINE PORTAL – CLIENT APPLICATION FORM

#### A. DETAILS OF THE CUSTOMER

1. Full Name

2. NIC

3. Mobile

4. Email

#### 5. Select the facilities you wish to obtain through the online facility (strike off the irrelevant)

- (i) Viewing (Balances / Transaction History)
- (ii) Providing instructions (rollover/withdrawal/redemption\*)

\*Withdrawal instructions through this system not applicable to Wealth Management clients.

#### B. TERMS AND CONDITIONS

##### 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 Depending on the facilities I have selected under A(5) above, by completing and signing this form, I authorize the Company to consider the signing hereof as consent from my part to use the facilities selected under A(5) above and to make available the facilities so selected. In the event I have selected A(5) (ii) above, to accept or act upon all instructions which purport to come from me and are received by the Company through the FCOP under the usage of the password issued to me by the Company.

(Passwords shall mean original password confidentially generated or subsequent passwords generated and issued to me by the Company exclusively for me and substituted by me as per facilities made available to me).

1.3 I do hereby undertake to provide accurate and complete data and information and transmit same to the Company for/in connection with the FCOP. I will immediately bring to the notice of the Company 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 that the Company shall regard the information provided by me herein as the latest/updated information as at date. I further undertake to inform the Company in writing of any changes to such information and to keep the Company updated of any changes at all times.

1.5 I shall accept full responsibility for all instructions purported to be given by me via the FCOP or the viewing/downloading information that occurs by the use of the FCOP howsoever done.

1.6 I shall not give instructions through the FCOP unless sufficient funds are available in my designated account/s or fund/s. In relation to instructions given for transactions scheduled for at a future date, I agree that such will be executed by the Company only if sufficient funds are available in those accounts/funds on the relevant date and time. I further agree that the Company is under no obligation to comply with my payment/rollover instructions unless there are sufficient funds to meet such instructions at the time of

receipt or at the time such payments fall due nor is the Company required to give me notice of non-payment in such an event.

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 transactions effected by me via FCOP and any other activity of mine on the FCOP, using whatever means and to use such records for the purpose of establishing or verifying that a particular transaction was effected or that such an activity (viewing/downloading) has occurred 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 for all purposes.

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 and be taken as the accurate detail at all times.

## **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 do hereby agree to change the password immediately after accessing FCOP and thereafter at regular intervals.

2.3 I will set up and maintain adequate measures (including all data and information regarding transactions if any) to safeguard the FCOP 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 anyone other than me.

2.5 I hereby undertake to keep my User ID and Passwords thereof in strict confidentiality and not to reveal it or leave any room to any person to have access to it at anytime under any circumstances.

## **3. Liabilities for loss, delays**

3.1 I shall absolve the Company of any loss or liability incurred or settled by the use of User ID and Passwords issued to me or substituted by me, with or without my knowledge.

3.2 I shall agree that in no event the Company or any information provider shall be liable to me for any incidental, indirect, special, consequential or exemplary damages including without limitation any loss of revenue, profits or savings.

3.3 Unless due to the gross negligence or willful default of the Company, the Company or any of its employees shall not assume any liability or responsibility to me or any other person for the consequences arising from or in connection with

(i) 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

(ii) 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) and

(iii) transmission and/or storage of any information and/or transactions relating to me or transactions or dealings conducted by me via the FCOP.

(iv) not informing the Company about a change in the information provided by me herein

**4. Liabilities of the Customer**

4.1 I am fully liable and responsible for all consequences arising from or in connection with use of the FCOP 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.

4.2 I shall indemnify the Company, its employees or information provider and their respective offices and employees against all liabilities, claims, demands, loses, 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.

4.3 I am fully aware of the consequences that may arise as a result of using this FCOP facility by using common user names and passwords that are being used on any electronic media for example personal email addresses, social networks etc. and will take appropriate precautionary measures to avoid such situations and will not hold the Company responsible for any user names / password thefts.

**5. Changing the Terms and Conditions**

5.1 The Company shall at any time be entitled to amend, supplement or vary any of 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.

5.2 The Company shall determine the privileges attached to the use of the FCOP and shall have absolute discretion to change, vary add or amend these privileges and conditions attached thereto from time to time as the Company deems fit.

**6. Termination**

In the event I decide to terminate the use of FCOP I shall give 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 and Jurisdiction**

7.1 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.

7.2 The Company and I shall submit to the nonexclusive jurisdiction of the courts of the Democratic Socialist Republic of Sri Lanka. I have read and understood the foregoing and agree to be bound by the above terms and conditions and the indemnity.

**Signature** :

**Date** :

For office use only		Signature and Date						
Front Office	Ok to create the FCOP							
Back Office	Details: <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Acceptable</td> <td>Not acceptable</td> </tr> </table> Signature: <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Verified</td> <td>Not verified</td> </tr> </table> Call back process: <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Date and Time</td> <td></td> </tr> </table>	Acceptable	Not acceptable	Verified	Not verified	Date and Time		
Acceptable	Not acceptable							
Verified	Not verified							
Date and Time								
IT Division	Username <input style="width: 150px;" type="text"/> Confirmation from BO & FO <input style="width: 80px;" type="text"/>							
Back office	Document received for filing							