



Confidential

THIS AGREEMENT is made and entered in to COLOMBO and dated the day and year of submission of duly completed Merchant information and acceptance of terms and conditions via designated iPay Business App or iPay business website

BY AND BETWEEN

LOLC Finance PLC bearing its business registration No. PB244 PQ being a Company duly incorporated under the said Republic of Sri Lanka and having its registered office at No. 100/1, Srl Jayawardenapura Mawatha, Rajagiriya (hereinafter called and referred to as "**LOFIN**" which term or expression as herein used shall where the context so required or admits mean and include the said LOLC Finance PLC and its successors and permitted assigns) **of the ONE PART**

AND

THE MERCHANT the details of which appear in the duly completed Merchant information and acceptance of terms and conditions sent via designated iPay Business App or iPay business website (**which** term or expression as herein used shall where the context so requires or admits mean and include the said "**MERCHANT**" his/her heirs, executors/administrators and/or permitted assigns **of the OTHER PART**

WHEREAS LOFIN is a Company carrying out *inter alia* finance business.

WHEREAS The Merchant is engaged in the business the details of which appear in the duly completed Merchant information and acceptance of terms and conditions sent via designated iPay Business App or iPay business website and desires to facilitate its day to day transaction by way of utilizing a point of sales equipment (POS), QR, iPay Business Add-ones and the Internet Payment Gateway (IPG);

WHEREAS LOFIN is desirous of providing point of sales equipment (POS), QR, iPay Business Add-ones and the Internet Payment Gateway (IPG) to the Merchant subject to the terms and conditions described below;

This Agreement and the following terms and conditions shall apply in respect of each and every transaction involving payment by means of point of sales equipment (POS), QR, iPay Business Add-ones and the Internet Payment Gateway (IPG) issued by an authorized Financial Institution (hereinafter referred to as "point of sales equipment (POS), QR, iPay Business Add-ones and the Internet Payment Gateway (IPG)")

1. Definitions

In these conditions where the contract so requires or admits;

1.1 "Terms and conditions" mean terms and conditions of this Agreement and such terms and conditions as varied from time to time.

1.2 "LOFIN" means LOLC Finance PLC.

1.3 "Card" means any physical or virtual Debit/Credit/value stored Card issued by any Issuing Institute to the Customer

1.4 "Cardholder" means any person to whom a Card or any Virtual Mobile App is issued under his /her name by any Issuing Institute

1.5 "Credit slip" means a refund given to a Customer due to reasons agreed between the Issuing Bank, Merchant and the LOFIN.

1.6 "Customer" means any person who carries a Card, or any Virtual Mobile App provided to the Merchant for payment.

1.7 "Discount amount" means the fees payable by the Merchant for each transaction calculated as per the Discount rate to the LOFIN.

1.8 "Discount Rate" means the percentage of the transaction value payable by the Merchant to LOFIN.

1.9 "Equipment" means Point of Sale (POS) terminals including SIM cards, printers, mobile phones, mobile communication equipment and all related accessories.

1.10 "Issuing Institute" means any Financial institution who issues card association branded payment cards directly to customers.

1.11 "Merchant" means a person or organization who will possess any payment acceptance mechanism provided by LOFIN who to the best knowledge of LOFIN is legally authorized to sell goods and/or services on the acceptance of the Card using such payment acceptance mechanism.

1.12 "Payment Associations" means who authorizes its members to issue Cards and acquire Transactions under specific brands including but not limited to Visa, Master Card, Amex, Union Pay, Lanka Pay, etc.;

1.13 "Sales slips" means electronic advices, manual and QR based transactions

1.14 "Transaction" means a transaction carried out by using a Card, with/without a PIN or via other payment channels facilitating transactions including mobile apps, E-wallet and Internet Payment Gateways, Near Field

Communication (NFC) as described and explained in the conditions pertaining to those service/products or otherwise, with or without the knowledge of Customer.

1.15 "Virtual Mobile App" means any payment software application including but not limited to QR payments provided by a financial institution downloaded by the Customer to a mobile device.

2.0 Process and Indemnity

2.1 The Merchant shall submit to LOFIN duly completed Merchant information and acceptance of terms and conditions via designated iPay Business App or iPay business website.

2.2 Indemnity

the Merchant operating in terms of this agreement via designated iPay Business App or iPay business website agrees with the LOFIN as follows;

(a) that the Merchant shall have/ shall retain sole and exclusive access to the designated iPay Business App or iPay business website of LOFIN and such access shall remain exclusively with the Merchant and the Merchant shall ensure that no third party shall have access to the password or is able to operate the account in relation to this agreement via iPay Business App or iPay business website of LOFIN. All instructions received via the designated iPay Business App or iPay business website of LOFIN shall be deemed to have been given by the Merchant

(b) the Merchant agrees that all the operating instructions given by the Merchant via the designated iPay Business App or iPay business website of LOFIN shall be sufficient in law and of conclusive proof without any other documents to support the same, that the said operating instructions are given to operate the account in relation to this Agreement

(c) That LOFIN shall be indemnified by the Merchant against any loss suffered by the Merchant as a result of operating via the designated iPay Business App or iPay business website of THE LOFIN.

(d) that the Merchant is competent to operate the designated iPay Business App or iPay business website of LOFIN and is aware of the risks associated with digital applications and therefore taken adequate precautions and safeguards in operating the designated iPay Business App or iPay business website of LOFIN

3.0 Honor Card/Virtual Mobile App

The Merchant shall honor every Card/Virtual Mobile App based transaction when properly presented as payment from Customer. The Merchant shall not engage in acceptance practices or procedures that discriminate against or discourage the use of a specific Card/Virtual Mobile App in favor of any other competing Card/Virtual Mobile App brand that is also accepted.

4.0 Invalid/Unacceptable Transactions

The Merchant shall not complete a transaction if the Card/Virtual Mobile has expired/invalid or if the transaction is declined by the Issuer in the authorization process.

5.0 Authorization

5.1 Electronic Authorizations

In cases, where the Merchant is equipped with the Electronic Data Capture Terminal (EDCT), allowing access to LOFIN's Authorization Processing System (the System) the Merchant shall obtain authorization through the EDCT for every transaction. If in the event of a breakdown in the EDCT or is inoperable for any reason the Merchant shall obtain a new EDCT to perform transactions.

5.2 In cases, where the Merchant is equipped with a Mobile Point of Sale Machine (MPOS / Soft POS) allowing access to the system of LOFIN, the Merchant shall obtain authorization through the Soft POS for every transaction. If in the event of a breakdown of the Soft POS or is inoperable for any reason the Merchant shall obtain a new Soft POS to perform transactions.

5.3 In case, where the Merchant is equipped with a Merchant App and QR, the Merchant shall receive authorization through the Merchant App for every transaction. In the event where the Merchant App is inoperable for any reason, the transaction will be deemed incomplete.

6.0 Retention and Retrieval of Cards

The Merchant shall use its best efforts, by reasonable and peaceful means:

- (a) to retain a Card while making an authorization request; and he
- (b) to comply with advice or instructions given by the Call Centre

7.0 Cash Payment and Currency

7.1 The Merchant shall not receive any payment from a Cardholder with respect to charges for goods or services included on a Sales Slip.

7.2 All Sales Slips must be drawn in Sri Lankan Rupees unless otherwise agreed in writing between LOFIN and the Merchant.

8.0 Installation of EDCT / Soft POS / iPay QR Pay Stickers and Decals

LOFIN may request the Merchant to install at the Merchant's premises the EDCT / Soft POS / iPay QR Stickers and Decals and such related accessories and software (collectively, the "Equipment" which expression shall include any replacement, modifications, enhancements and/or additions to the Equipment) as LOFIN thinks fit.

9.0 Operation of EDCT / Soft POS

In all cases where LOFIN has delivered and installed EDCT / Soft POS / iPay QR Stickers and Decals at the Merchant's premises the Merchant shall:

- a) Operate the Equipment only in accordance with and comply with such instructions as LOFIN may give the Merchant from time to time.
- b) Be responsible for the cost of any electricity consumed by the Equipment and for any telephone and/or data pack line charges payable in connection with it.
- c) Not alter or otherwise tamper with the program in the Equipment
- d) Ensure that at all times during ordinary business hours at least two members of the Merchant's staff (a sales person and supervisor) who have been trained to operate the Equipment
- e) Report promptly to LOFIN any fault or suspected fault in the operation of the Equipment
- f) Except with LOFIN's consent, not permit any removal of, interference with or addition to the Equipment or any markings thereon. Keep strictly confidential all information received from LOFIN in connection with the System and will disclose the same only to those of its staff who require information for the purpose of the operation of the Equipment and the use of System. The Merchant shall take all necessary steps to ensure its staff are aware of such confidentiality, obligations and, in particular but without limitation, will maintain strict security measures with respect to the encryption and terminal initialization procedures affecting the use of the System
- g) Not permit a third party to use the Equipment for any purpose without the prior written consent of LOFIN.

10.0 Transaction Handling

10.1 The Merchant in handling transaction(s) via EDCT(s) and other electronic devices must:

- (a) Ensure that the EDCTs and other electronic devices are acceptable to LOFIN
- (b) Ensure that the extraction of data from Cards must be in the manner specified by LOFIN (this may vary from time to time but the Bank will give prior notice of variation to the Merchant)
- (c) Ensure that the amount of the transaction and any further information (such as cardholder number and data) which LOFIN from time to time requires must be printed on a terminal receipt which should be in a form approved by LOFIN
- (d) Ensure that the Equipment, software technical standards and procedures for the electronic extraction, retention and transmission of data for the purposes of this Agreement must be approved by, or (as the case may be) in accordance with the requirements of LOFIN
- (e) Require the Cardholder to sign the credit card slip/sales invoice recording the relevant sales
- (f) Verify the Customer's signature against the signature on the back of the Card to ascertain that they are the same and, if the card has a photograph, that the photograph and the Cardholder are the same. The Merchant should ensure the signature appears on all copies of the credit card slip/sales invoice
- (g) Ensure there is no discrepancy between the embossed and displayed Card number before completing the transaction
- (h) Collect the daily transaction detail report for accounting purposes. LOFIN's copy shall be batched by terminal number and then transaction sequence order together with the deposit summary and these must be returned to LOFIN for records within seven working days unless otherwise agreed in writing between LOFIN and the Merchant. Merchant shall keep the Merchant copy for at least 180 days and shall present to LOFIN upon request;

10.2 The Merchant in handling transaction(s) via Soft POS(s) must:

- (a) Ensure that the extraction of data from Cards must be in the manner specified by LOFIN (this may vary from time to time but LOFIN will give prior notice of variation to the Merchant)
- (b) Ensure that the Equipment, software technical standards and procedures for the electronic extraction, retention and transmission of data for the purposes of this Agreement must be approved by, or (as the case may be) in accordance with the requirements of LOFIN
- (c) Require the Customer to sign the Signature screen recording the relevant sales
- (d) Verify the Customer's signature on the Signature screen against the signature on the back of the Card to ascertain that they are the same and, if the Card has a photograph, that the photograph and the Customer are the same.
- (e) Ensure there is no discrepancy between the embossed and displayed Card number before completing the transaction;

11.0 Multiple Sales Slips

The Merchant shall not use two or more Sales Slips to avoid authorization and shall not effect a Transaction when only a part of the amount due is included on a single Sales Slip except:

- (a) When the balance of the amount is paid in cash or by cheque; or
- (b) When the goods or services are to be delivered or performed at a later date and one Sales Slip represents a deposit and the second Sales Slip represents payment of the balance, in which case the Merchant must obtain authorization and shall note on the Sales Slip the authorization number and the words "deposit" or "balance" as appropriate. The Sales Slip labeled "balance shall not be presented until the goods are delivered or the services are performed.

12.0 Presentment of Paper - Electronic Transactions

Electronic Transactions

If LOFIN agrees to the presentation of such information by the Merchant electronically, the Merchant shall submit them in such form and manner and to such processing facility as shall from time to time be approved or required by LOFIN of such information in respect of the transactions.

13.0 iPay Business Add-ones

13.1 The Merchant acknowledges and agrees that LOLC Finance PLC (LOFIN) may, from time to time, introduce and provide additional value-added services (VAS) through the iPay Business App including but not limited to:

1. Mini POS
2. i Adds
3. iPay Market Place
4. ePOS (Third party insurance)
5. Utility Payments
6. E channeling
7. Product Referral
8. Appointments Booking
9. Cash Voucher
10. Pay by Link

13.2 The Merchant's participation in any VAS shall be subject to the specific terms and conditions applicable to such VAS, which LOFIN may notify to the Merchant through the iPay Business App, email, or any other official communication channel. Activation or use of any VAS by the Merchant shall constitute deemed acceptance of such applicable terms and conditions

13.3 LOFIN shall have the sole discretion to:

- (i) modify, suspend, or discontinue any VAS, in whole or in part, without prior notice;
- (ii) determine and revise the commercial arrangements, commissions, or fees payable in relation to each VAS; and
- (iii) disclose and share relevant Merchant data with duly authorized third-party service providers solely for the purposes of facilitating and enabling the VAS, subject always to compliance with applicable data protection and privacy laws

14.0 Internet Payment Gateway (IPG)

Merchant's Obligations

a. The Merchant shall comply with all LOFIN IPG integration requirements, including but not limited to secure capture, processing, and transmission of cardholder data.

b. The Merchant shall implement and maintain full compliance with the Payment Card Industry Data Security Standard (PCI DSS) and shall not store sensitive authentication data, including but not limited to:

- Primary Account Number (PAN)
- Full Track Data
- CAV2/CVC2/CVV2/CID3
- PIN/PIN Block

The Merchant shall further ensure that all transactions are processed in adherence to the ISO 8583 messaging standard.

c. The Merchant shall clearly display on its website and/or mobile application:

- Business name, address, and contact details.
- Terms and Conditions of sale.
- Refund and Cancellation policy.
- Delivery and Shipping policy (where applicable).

d. The Merchant shall obtain proper cardholder authorization for all transactions, including recurring or subscription payments. In the event that a cardholder raises a chargeback request for any recurring or subscription transaction, the Merchant shall be fully liable for such chargeback(s), including any fees, penalties, or losses incurred by the Acquirer.

15. Refunds

15.1 (a). If, in respect of any transaction, any goods are not received by the Customer or are lawfully rejected or accepted for return or services are not performed or cancelled or price is lawfully disputed by the Cardholder or price adjustment is allowed, the Merchant shall not make cash refund but shall complete a credit slip supplied or approved by LOFIN. The Merchant shall sign and date each credit slip and include a brief description of the items concerned. A true and completed copy of the credit slip must be delivered or forwarded to the Customer.

(b). In the event of a refund to a Customer, the Merchant shall complete a deposit slip (marked with the word "Credit") totaling and attaching the relevant credit slips and present the said papers to LOFIN within seven (7) days after the agreed refund date between the Merchant and the Customer. The Merchant is required to refund the net proceeds (i.e. the total credit-less the discount) to LOFIN forthwith.

(c). In the event that only credit slips are presented to LOFIN at any given time, the Merchant shall at the same time make payment of the net refund (i.e. the total refund(s) to the Customer(s) minus the discount) to LOFIN.

15.2. By presentation of any Transaction Information (which for the purposes of this Agreement means any Sales Slip and/or any information or documents in respect of any Transaction presented to LOFIN by or on behalf of the Merchant) the Merchant warrants to and agrees with LOFIN,

(a) That all statements of fact, figures and calculations contained therein are true and complete to the best of the knowledge of the Merchant;

(b) That the Merchant has supplied, or caused to be supplied, the good and/or service which the Transaction information relates to and to the value stated therein, at a price not greater than the same price and on terms no less favorable than the same terms at and on which such goods and / or services are supplied by the Merchant for cash

(c) That no other sales slips or Transaction information has been or will be issued or presented in respect of the goods and/or services to which the Transaction information relates

(d) That the provision of credit for the supply of the goods and / or services to which the Transaction information relates is lawful

(e) That the Transaction information relates to a Transaction and that the Merchant has complied with this Agreement.

15.3 Neither the receipt by LOFIN of any transaction information nor any payment by or other act or omission of LOFIN (other than an express written acknowledgement or waiver thereof by LOFIN) shall constitute or be deemed to constitute any acknowledgement or waiver of compliance by the Merchant with any of the warranties specified in **Clause 15.2** above or any other provision of this Agreement.

16.0 Payments and settlements

16.1 Subject to the terms of this Agreement, LOFIN shall pay to the Merchant the amount of each Transaction within seven (7) business days following the day on which the sales Slips/electronic transmission details are received by Card Centre of LOFIN less the discount amount and/or any fees/charges for all the Card Transactions processed and accepted by both parties or any other agreed frequency.

16.2 Net payments to the Merchant shall be made by LOFIN to the account of the Merchant with LOFIN design by the Merchant (the "Merchant Account") or to a bank nominated in writing by the Merchant.

16.3 Payment by LOFIN shall be without prejudice to any claims or rights which LOFIN may have against the Merchant and not constitute any admission by LOFIN as to the performance by the Merchant of its obligations under this Agreement and the amount payable to the Merchant.

16.4 LOFIN shall be entitled to set off and deduct from any payment due to the Merchant with:

- a. The amount of any refund due to any Cardholder in accordance with the refund procedure set out in **Clause 15 read together with Clause 12 above**
- b. any overpayment made by LOFIN due to mathematic errors or otherwise
- c. any other sums due from or payable by the Merchant to LOFIN
- d. at LOFIN's discretion, an amount equal to interest at the rate then currently charged to Cardholders in respect of their indebtedness from the due date until the date of payment (as well as after and before any demand made or judgment obtained) on the amount of any credit slip details of which are not presented as required under this Agreement within seven (7) days after the refund has been agreed between the Merchant and the Cardholder, or which is not dispatched to LOFIN within such period together with a cheque in favor of LOFIN for the full amount thereof (the seventh such day being the due date for the purpose of the calculation of such interest) and in doing so LOFIN may;
 - I. debit the Merchant's Account forthwith; and/or
 - II. deduct the outstanding amount from subsequent credits to the Merchant's account; and/or
 - III. if there is no account or insufficient funds available in any account maintained at LOFIN, the Merchant shall authorize LOFIN to initiate a Direct Debit to LOFIN nominated by the Merchant or debit any account maintained with LOFIN by the Merchant. In addition to the amount claimed, LOFIN shall charge interest at LOFIN's discretion, an amount equal to interest at the rate then currently charged to Cardholders in respect of their indebtedness from the due date.

16.5 If LOFIN suspects, on reasonable ground/s that the Merchant has committed a breach of this Agreement being dishonest or commitment of fraud against LOFIN or any Cardholder, LOFIN shall be entitled to suspend all payments under this Agreement to the Merchant pending inquiries by LOFIN.

17 Charges to Cardholders

The Merchant shall not require any Cardholder to pay a surcharge, to pay any part of the discount, whether through any increase in price or otherwise, or to pay any contemporaneous finance charge in connection with the transaction in which Card/is used.

18 Chargeback

18.1 LOFIN shall be entitled at any time to refuse total or partial payment to the Merchant or if payment has been made, to debit the Merchants Account with such amount or to seek immediate reimbursement from the Merchant, notwithstanding any authorization and/or authorization code numbers given by LOFIN to the Merchant, in any of the following situations;

- a. The Transaction is for any reason unlawful or unenforceable
- b. Cardholder's signature is missing when signature is required
- c. The Cardholder's signature on the Sales Slip or credit card slip or any other document required to be signed by the Cardholder/Customer in relation to the transaction is a forgery or the Cardholder's signature on the credit card slip or the document does not match the signature on the Card used for the transaction;
- d. The copy of the Sales Slip or terminal receipt or any other document required to be signed by the Customer in relation to the transaction presented to LOFIN or retained by the Merchant is incompatible with any copy provided to the Customer;
- e. Cardholder's account number is found to be omitted, incomplete or invalid, or Cardholder's account number is not imprinted;
- f. The Card presented to the Merchant in respect of the Transaction has been altered or had not yet become valid or had expired at the time of the Transaction;
- g. The Card presented to the Merchant in respect of the Transaction was listed in a warning list or any other communication or advice (in whatever form) from time to time issued or made available by or on behalf of LOFIN to the Merchant;
- h. The price charged to the Customer was in excess of the price at which the goods supplied or the services performed were supplied by the Merchant for cash;
- i. The Merchant fails to provide at all or to the Cardholder's satisfaction, goods and/or services to the Cardholder where the goods and/or services covered by the transaction rejected or returned or the transaction or part thereof, is validly cancelled or terminated by a Cardholder.
- j. The Sales Slip or credit card slip or any part thereof is illegible, incomplete or unsigned or not prepared or completed or submitted in accordance with this Agreement;
- k. the Cardholder disputes the nature, quality or quantity of the goods and/or services covered by the Transaction;
- l. Any information presented electronically to LOFIN in respect of the Transaction, is not received in accordance with LOFIN's requirements from time to time;
- m. LOFIN has requested evidence in accordance with **Clause 26** in relation to the Transaction which the Merchant has failed to provide;
- n. The Transaction information required as per **Clause 11** to be presented in respect of the Transaction is not presented to LOFIN within seven (7) days of the Transaction
- o. The Cardholder disputes or denies the Transaction or the sale or delivery of goods and/or services covered by the Transaction within reasons;

- p. In seeking authorization for a Transaction, the Merchant has given an incorrect Cardholder's name or Card account numbers to the Bank
- q. There has been a breach by the Merchant of this Agreement, other than the breaches more specifically provided in this sub-clause, in connection with the Transaction or the Sales Slip or otherwise;
- r. Transaction is posted more than once to Cardholder's account due to double swiping (obtain authorization more than once) by the Merchant.
- s. LOFIN reasonably believes that the Transactions are irregular;
- t. LOFIN reasonably believes that there are suspicious circumstances surrounding the Transaction;
- u. LOFIN reasonably believes that the submission is out of the normal pattern;
- v. The Issuing Institute refuses to honor the Sales Slips presented by the Merchant;
- w. Any other event or writing shall have occurred at the date of the Transaction;
- x. Notwithstanding the provisions of **Clause 5.1** and **5.2** hereof, the circumstances of the Transaction were so suspicious that the Merchant should have realized that the Card is a counterfeit or stolen and should have therefore declined the Transaction.

18.2 Where the Merchant fails to comply with a demand by LOFIN to pay the sum due to LOFIN as a result of Chargeback rights under the **Clause 18**, LOFIN may have the right to set-off and/or deduct the Chargeback amount as specified in **Clause 16.4** of this Merchant Agreement.

19 Use of Merchant's Name

19.1 The Merchant irrevocably authorizes LOFIN to include the Merchant's name in any directory of promotional material (including but not limited to print media, social media, electronic media etc;) produced in connection with the acceptance of Cards.

19.2 The Merchant hereby agrees to pay LOFIN related marketing fees to be agreed between the Parties in writing for carrying out promotional activities as specified in **Clause 19.1**.

20 Displaying Symbols and Names of Payment Associations

The Merchant shall display current symbols and names of the relevant Payment Association/s as well as promotional material to inform the public that the Payment Association/s will be honored at the Merchant's place(s) of business. The Merchant's right to use or display symbols and names of the Payment Association/s shall continue only so long as the Merchant Agreement remains in effect and exterminated or until the member is notified by such Payment Association/s and/or LOFIN that the Merchant must cease such usage or display.

21 Merchant Discount Amount

The Merchant Discount Rate shall be advised by LOFIN from time to time.

22 Floor Limit

The Floor Limit(s) shall be advised by LOFIN from time to time.

23 Fees and Charges

23.1 The Merchant shall pay the fees and charges specified in the Fee Structure which forms part and parcel of this Agreement (**Annexure**)

23.2 The Merchant shall ensure that Minimum Sales Volume Target/s indicated in **Annexure** is/are collected monthly on or before the final day of the month. In the event where Merchant failing to achieve the Minimum Target/s, the Merchant shall pay to LOFIN the following Charge/s as indicated in the Agreement.

24 Minimum Transaction Amount

24.1 The Merchant shall not request, or post sign indicating that they require a transaction amount below which the Merchant shall refuse to honor otherwise valid Cards.

24.2 The Merchant shall pay LOFIN a minimum target charge as described in **Annexure**.

25 Breach of Agreement

Without prejudice to LOFIN's right to terminate this Agreement under **Clause 34**, in the event of a breach by the Merchant of any of these terms, LOFIN is authorized to debit the Merchant's Account or deduct from the deposit any refund claimed. In the event that there is no account with LOFIN or there is insufficient funds available therein to claim from the Merchant or that the deposit is inadequate to compensate LOFIN for any refund claimed, the Merchant shall authorize LOFIN to initiate a Direct Debit to LOFIN nominated by the Merchant or debit any account maintained with LOFIN by the Merchant. In addition to the amount claimed, LOFIN shall charge interest at LOFIN's discretion, an amount equal to interest at the rate then currently charged to Cardholders in respect of their indebtedness from the due date.

26 Evidence and Documents

26.1 The Merchant will promptly on LOFIN's request (and whether or not the same is disputed by the Cardholder) produce to LOFIN evidence satisfactory to LOFIN of the Cardholder's authority for the Cardholder's Card account to be debited with any transaction amount and (but without prejudice to the foregoing) will retain all documents and records relating to each transaction for a period of not less than one (1) year thereafter and produce the same to LOFIN on request.

26.2 The Merchant shall provide such reasonable assistance for the prevention and detection of fraud in respect of any transaction as LOFIN may request from time to time.

27 Equipment and /or Imprinter(s)

27.1.

- a. The Merchant will retain in the Merchant's possession and for the Merchant's exclusive use all Equipment and materials supplied by LOFIN (except as otherwise required under this Agreement). The Merchant shall ensure that the Equipment are maintained in good condition.
- b. It is the sole responsibility of the Merchant to safe-keep and control the use of Equipment. All use of the Equipment shall be deemed to be authorized and sanctioned by the Merchant.
- c. As between LOFIN and Merchant, all persons using the Equipment shall be deemed to be agents of the Merchant and LOFIN shall not be responsible for any dispute whatsoever arising between the Merchant and its agents or customers. The Merchant shall indemnify LOFIN against all claims, losses, demands, actions, costs, expenses and liabilities whatsoever that may be suffered, incurred or sustained by LOFIN as a result of or arising from the use or misuse of the Equipment.
- d. Any Equipment supplied to the Merchant shall remain the property of LOFIN and shall be surrendered to LOFIN on demand.
- e. The Merchant will also provide such reasonable assistance for the prevention and detection of fraud in respect of usage of the Equipment. .
- f. LOFIN may charge the Merchant the costs of the Equipment and/or the costs of repairing the equipment if they were damaged as a result of the improper handling by the Merchant.
- g. All Equipment shall be returned to LOFIN upon termination of this Agreement or if/when the Merchant ceases to do business.

27.2. The Merchant will not:

- a. Sell, assign, transfer, lease or otherwise cause or allow or attempt to cause or allow, any dealings with the Equipment or any encumbrance on the Equipment to be created
- b. Remove, conceal or alter any markings, tags or plates attached to the Equipment or part of the Equipment which indicate LOFIN's ownership of the Equipment;
- c. Cause to allow LOFIN's right to access, repossession or disposition of the Equipment pursuant to this Agreement or otherwise to be encumbered in any way jeopardized by any act of the Customer or its servants or agents or by any other factor within its control;

27.3. Subject to the provisions of **Clause 28** hereof, LOFIN shall be responsible for any servicing, repairs or replacements required. For this purpose, the Merchant shall allow LOFIN, its representatives, its contractors or its agents, access to the Equipment at all reasonable times.

27.4. The Merchant will not permit any third party to perform the maintenance service on the Equipment or to effect modifications, enhancement or engineering changes to the Equipment without the prior written consent of LOFIN.

28 Removal and Cessation of Business

The Merchant shall inform LOFIN *any* removal of shops or offices and its cessation of business in writing Thirty (30) working days prior to its effective date.

29 Disclosure

The Merchant hereby authorizes LOFIN to disclose any information relating to the Merchant's Account or the conduct thereof, the Merchant's particulars and affairs (Financial or otherwise) to any part, including but not limited to any person, corporation, and bank, financial institution, any of LOFIN's branches and related companies and to obtain such information from any such party.

30 Disclaimer

30.1 LOFIN shall not be under any liability to the Merchant or any of the Merchant's customers for the inaccuracy or invalidity of any point of sale authorization communicated by LOFIN in connection with these services except for LOFIN's gross negligence and willful default and the Merchant shall indemnify LOFIN for any claims arising therefrom.

30.2 Except as expressly provided to the contrary in this Agreement, all terms, conditions, warranties, undertakings inducements or representations whether express, implied, statutory or otherwise relating in any way to the System, are excluded. Without limiting the generality of the preceding sentence, LOFIN shall not be under any liability to the Merchant in any loss or damage (Including, consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Equipment or as a result of failure or error in the Equipment the programmers the data or the System.

31 Indemnity

31.1 The Merchant will indemnify LOFIN on demand in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by LOFIN arising directly or indirectly from or in connection;

- a. With any failure by the Merchant to comply with the provisions of this Agreement and/or;
- b. With any Transaction between the Merchant and a Cardholder and including, but without prejudice to foregoing, any alleged misrepresentation or breach of contract or other breach of duty by the Merchant (or any of the Merchant's officers employees or agents) to any Cardholder.
- c. From and against all actions, claims, demands, liabilities, obligations, losses, costs including, but not limited to legal fees, expenses and penalties and interest suffered, incurred or sustained by or threatened against LOFIN arising out of (i) any regulatory requirements of the Merchant (ii) the exercise by Banks of the rights granted to it in accordance with this Agreement, or (iii) the Merchant's use of LOFIN Services other than in accordance with the terms of this Agreement, which a third party alleges as constituting unauthorized use or infringement of any of its Intellectual Property rights.
- d. Sale of any prohibited products

31.2 LOFIN will be entitled to have full conduct of all proceedings and negotiations relating to any such claim and in its discretion to accept, dispute, compromise or otherwise deal with the same and shall be under no liability in respect thereof to the Merchant and the Merchant will provide any assistance in connection with any such claim that LOFIN may require.

32 Confidentiality

32.1 The Merchant will not, without the prior written consent of the Cardholder, use or disclose information on the Cardholder or his/her Transactions howsoever obtained and in whatsoever form the information shall take, to any third party (other than the Merchant's agents for the sole purpose of assisting the Merchant to complete or enforce the Transactions and the Merchant's insurers and professional advisors) unless such disclosure is compelled by law.

32.2 The Merchant will not, without the prior written consent of LOFIN use or disclose information howsoever obtained and in whatsoever form on the business of LOFIN or the system or this agreement, to any third party (other than to the Merchant's agents for the sole purpose of assisting the Merchant to complete or enforce the Transactions and the Merchants insurers and professional advisors) unless such disclosure is compelled by law.

33 Account Number Information

33.1 The Merchant shall not sell, purchase, provide or exchange a Cardholder's Name or Card account number information in the form of imprinted sales slips, Carbon copies of Imprinted sales slips, mailing lists, tapes or other media obtained by reason of a Card Transaction to any third party other than to the Merchant's agents for the purpose of assisting the Merchant in its business, to its acquiring member, to Card, or pursuant to a Government request.

33.2 The Merchant shall adhere to PCIDSS and applicable regulations including Central Bank Information Security Guidelines all of which are currently in effect or which shall come to effect in the future.

34 Term, Renewal, Revision and Termination

34.1 Term -

This Agreement shall be effective from the day and year of submission of duly completed Merchant information and acceptance of terms and conditions via designated iPay Business App or iPay business website until termination as per clause 31.3 below.

34.2 Renewal and Revision -

This Agreement shall not be revised and/or amended/ and /or supplemented unless agreement in writing by both Parties.

34.3 Termination -

- a. This Agreement may be terminated by LOFIN at any time prior the expiry of the term in the following circumstances:
 - i. Immediately by LOFIN upon a material breach of any of the terms of this Agreement by the Merchant
 - ii. Immediately by LOFIN in the event LOFIN suffers damage due to the Merchant's intentional fraud, gross negligence, willful misconduct, high risk or non-compliant activities;

- iii. Immediately by LOFIN in the event the Merchant is black listed by any card center, is subject of bankruptcy proceedings, exceeds acceptable chargeback thresholds, fails to comply with PCI DSS or LOFIN's IPG standards, commences liquidation whether compulsory or voluntary other than for the purposes of an amalgamation or reconstruction, arranges with its creditors and/or generally becomes unable to pay its debts as and when they fall due,
- b. LOFIN may at its absolute discretion without prior notice cancel the user access provided and/or refuse to provide access in case of replacement requests in the event that LOFIN is of the view that the Equipment are being used for illegal or unauthorized activities and/or purposes.
- c. However, LOFIN reserves the right to terminate by merely giving the Merchant Thirty 30 days' notice to suspend or place restrictions on the Merchant at its discretion without prior intimation for reasonable cause.
- d. If the Merchant wishes to terminate this Agreement for whatever reason shall give LOFIN one (01) months' notice in writing.

34.4 *Effects of Termination -*

a. Merchant and LOFIN

- i. The termination by LOFIN shall be made without prejudice to due completion and payment in respect of all transactions processed and accepted by LOFIN on or before the termination date.
- ii. In the event of termination, Merchant shall present all completed Transactions to LOFIN's representative at the time of termination. However, subject to clauses **15.1, 16.4** and **17**, payment for all such items received will only be made to the Merchant after the payment is successfully collected by LOFIN from the Card issuer(s) within 180 days from the date of transaction.
- iii. Where any refund claimed by LOFIN exceeds the amount due to the Merchant, the difference thereof shall be;
 - debt due from the Merchant to LOFIN and debit the Merchant's Account forth with; and/or
 - deduct the outstanding amount from subsequent credits to the Merchant's account; and/or
 - be forthwith recoverable by action.
- iv. Where there is no account or insufficient funds available in any account maintained at LOFIN, the Merchant shall authorize LOFIN to initiate a Direct Debit to LOFIN nominated by the Merchant or debit any account maintained with LOFIN by the Merchant.
- v. In addition to the amount claimed, LOFIN shall charge interest at LOFIN's discretion, an amount equal to interest at the rate then currently charged to Cardholders in respect of their indebtedness from the due date.
- vi. Upon termination, the merchant shall forthwith, and at the Merchant's expenses, return to LOFIN all the equipment and all related material and documentation.
- vii. The Merchant to provide access to the Merchant's business premises and relevant systems.
- viii. The Merchant shall settle all outstanding payments due to LOFIN from the Merchant as specified in (Annexure).
- ix. LOFIN shall settle the Merchant's valid and lawful Transactions.
 - b) Any termination shall not affect any liabilities incurred prior to the termination nor any provision expressed to survive or to be effective on termination and (but without prejudice to the foregoing Clauses **15.1, 16.4, 18, 26, 28** and **32** and this Clause) shall remain in full force and effect notwithstanding termination.
 - c) Any paper presented to LOFIN after the termination date, whether it bears authorization or not, shall not be paid by LOFIN.
 - d) In the event that this Agreement is terminated for any reason other than for breach of the provisions of this Agreement by the Merchant or contravention of applicable laws and regulations including but not limited to anti money laundering legislation by the Merchant, LOFIN shall settle all dues pending.
 - e) In the event that the Agreement is terminated by reason of breach of the provisions of this Agreement by the Merchant or by reason of contravention of applicable laws and regulations including but not limited to anti-money laundering legislation by the Merchant, LOFIN will be entitled to withhold payment till the completion of any investigation and/or prosecution conducted in relation thereto and/or make payments in such manner as may be prescribed by a regulatory authority.
 - f) If a Merchant discontinues its use of the Equipment given under this Agreement for any reason whatsoever, the Merchant will take all necessary actions to remove any related material displayed at all Merchant locations.
 - g) In the event LOFIN terminates the Agreement due to unlawful or illegal acts committed by the Merchant, LOFIN reserves the right to blacklist the Merchant and share such information with the regulators.

35 **Assignment**

This Agreement is not assignable but in case of the Merchant being an individual or individuals shall bind his/her or their respective estates as well as heirs, executors and administrators. LOFIN is entitled at any time to assign this Agreement or any of LOFIN's rights and obligations here with in favour of any subsidiary or associated company of LOFIN or of LOFIN's holding Company and to sub-Contract or appoint any agent or agents to carry out any of LOFIN's obligations here in.

36 Representations & Warranties

36.1 Each Party shall make each of the following representations and warranties to the other Party, and acknowledges that such other Party is relying on these representations and warranties in entering into this Agreement.

36.2 *Authorization* -

The Party represents and warrants the following (collectively, the "**Authorization Warranties**"):

- (i) Merchant warrants that the Merchant is a legally incorporated body or is legally authorized to sell goods and/or services under the laws of jurisdiction of its incorporation;
- (ii) It is properly registered to do business in all jurisdictions in which it carries on business;
- (iii) It has all licenses, regulatory approvals, permits and powers legally required to conduct its business in each jurisdiction in which it carries on business; and
- (iv) it has the corporate power, authority and legal right to execute and perform this Agreement and to carry out the transactions and its obligations contemplated by this Agreement.

36.3 *Validity* -

- (i) Each Party represents and warrants that once duly executed by the Party this Agreement shall constitute valid and binding obligations on the Party, enforceable in accordance with its terms.
- (ii) Each Party represents and warrants that all the required approval or consent of any person or government department or agency that is legally or contractually required is obtained or shall be obtained by each relevant Party in order to enter into this Agreement and perform its obligations.

36.4 *No Conflicts*

Each Party represents and warrants that (a) the execution of this Agreement, nor (b) the consummation by the Party of this Agreement will (i) conflict with the certificate of incorporation or by-laws or any other corporate or constitutional document of the Party or (ii) breach any obligations of the Party under any contract to which it is a party or (ii) violate any Applicable Law.

36.5 *Litigation*

Each Party represents and warrants that there is no litigation, proceeding or investigation of any nature pending or, to the Party's knowledge, threatened against or affecting the Party or any of its Affiliates, which would reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

36.6 The Merchant acknowledges and agrees that the Merchant has not entered in to this Agreement in reliance on any representation statement or warranty (whether written or oral and whether express or Implied) made by or on behalf of LOFIN other than such as and expressly set out herein.

37 Waiver

The failure by LOFIN to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a Waiver of such right or remedy or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

38 General

38.1 If signed by a proprietorship/individual/partnership the expression "the Merchant" shall include the person or persons from time to time carrying on the business of such firm/proprietorship and, if there are two or more signatories hereto, the expression "The "Merchant" shall include all and each of them and their liabilities under this Agreement shall be joint and several.

38.2 If any provision of this Agreement is or proves to be or becomes illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be in any way affected there by.

38.3 This Agreement shall be deemed to be made when it is signed both on behalf of LOFIN and on behalf of the Merchant.

38.4 In this Agreement, if the context permits or requires words importing the masculine gender shall include the feminine and neuter genders, and words in the singular number shall include the plural number and vice versa.

39 Variation of Agreement

LOFIN reserves the right at all times to vary or amend these terms and conditions. Any such variation or amendment or introduction will become effective and binding on the Merchant upon entering into a written amendment/ exchange of letters by both parties.

40 Illegal Products.

40.1 The Merchant fully acknowledges that LOFIN must not provide LOFIN Services with respect to any Transaction which is prohibited (including Payments in relation to illegal Products), under Applicable Law or violates LOFIN's internal policies. Merchant will provide LOFIN information about Merchant's Products as reasonably requested by LOFIN from time to time.

Merchant will procure that Merchants do not sell products through LOFIN's Platform where such products contain articles prohibited from being sold to customers under any Applicable Law, The Merchant will ensure that no Transaction being submitted for Bank's processing involves or relates to any illegal Products ("**Illegal Transaction**"). LOFIN will have the right to refuse to provide any Bank Services with respect to any Illegal Transaction and the Merchant will indemnify and hold LOFIN harmless for any damages, losses and liabilities that LOFIN may suffer arising from or in connection with such Illegal Transactions.

40.2 Products

The Merchant shall ensure that each Merchant will use Bank Services only for the products in connection with Merchant's principal business accordance with this Agreement.

41 Compliance with Law.

41.1 General.

Each of the Parties will comply with any Applicable Law in connection with the operation of its business and performance of its obligations under this Agreement. Each of the Merchant and LOFIN will at its own cost, keep such records and do such things as are reasonably necessary to ensure that the parties comply with any Applicable Law; provided always that the parties shall not be required to do anything which is inconsistent with or in breach of any applicable laws.

41.2 Information Verification.

In order for the parties to satisfy its obligations and to comply with the relevant requirements under Applicable Law, upon reasonable request by LOFIN the Merchant will share records and information (including Transaction information and records or any change of Applicable Law) with LOFIN from time to time and the Merchant authorizes LOFIN to provide the relevant records and information to governmental agencies, regulatory authorities and third party service providers for examination and verification as necessary. However, the relevant records and information of LOFIN shall be limited to payment confirmation for the settlements processed to the Merchant.

41.3 AML Requirements.

LOFIN and the Merchant shall comply with all Applicable Laws on anti-money laundering, counter-terrorism financing and sanctions (together "**AML**") and shall fully cooperate with LOFIN's AML policies and procedures, including but not limited to merchant management, sanctions and political exposed people review, suspicious transactions monitoring and reporting. However, the Merchant shall fully cooperate with LOFIN's reasonable due diligence (on site or in writing) to the Merchant's AML policies and procedures.

41.4 Limitation and Reporting.

In accordance with its AML, anti-fraud, and other compliance and security policies and procedures, LOFIN may impose reasonable limitations and controls on Merchant's ability to utilize LOFIN Services. Such limitations may include but are not limited to rejecting payments and/or suspending/restricting any LOFIN Service with respect to certain Transactions carried out by the Merchants. LOFIN may, for the purposes of complying with relevant suspicious transaction reporting and tipping-off requirements under Applicable Law, report suspicious transactions to the relevant authorities without informing any of the other Parties.

42 Fraud and Risk

42.1 If LOFIN / Customer claims that an Unauthorized Payment or an otherwise fraudulent Transaction has been submitted by the Merchants and made via LOFIN Equipment using LOFIN's Platform, the Merchant will comply with the following rules:

a) *Transaction Evidence*

Merchant shall provide the Transaction Evidence within five (05) Working Days upon LOFIN's request.

b) *Reimbursement*

If LOFIN does not receive the Transaction Evidence or the Unauthorized Payment is a result of Merchant's willful default or negligence, then Merchant will immediately pay to LOFIN an amount equal to the sum that LOFIN settled to Merchant's designated LOFIN account maintained with LOFIN regarding the Transaction in question.

c) *Reimbursement Obligation.*

Provided Transaction Evidence has been requested, LOFIN may, having made due enquiry of the Customer, determine to reimburse the Customer in the event of any unauthorized payment. The Merchant agrees to, jointly and severally, indemnify and hold LOFIN harmless for the amount to be agreed between the Merchant and LOFIN (each acting reasonably) reimbursed to the Customer.

42.2 Merchant agrees that, if LOFIN reasonably believes that number of Transactions are Illegal Transactions, unauthorized payments or otherwise fraudulent Transactions, it will on reasonable prior written notice from LOFIN, provide access to LOFIN to the premises of the Merchant during normal business hours for the purpose of LOFIN to conduct onsite reviews of their risk management capabilities and the effectiveness of the Merchant (as applicable) in rejecting Illegal Transactions, unauthorized payments or otherwise fraudulent Transactions.

43 Relationship

Nothing contained in this Agreement will be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship among or between the Parties.

44 Force Majeure.

No Party, its Affiliates or agents will be held liable for any default, delay or failure in performing its obligations under this Agreement resulting directly or indirectly from acts of nature, forces or causes beyond such Party's, its Affiliates' or agents' reasonable control, including without limitation, (i) fire, flood, element of nature or other act of God, (ii) outbreak or escalation of hostilities, war, riot or civil disorder, or act of terrorism; (iii) internet failure, computer, telecommunications, electrical power failure or any other equipment failure; (iv) labor dispute (whether or not employees' demands are reasonable or within the Party's power to satisfy), (v) act or omission of a government authority prohibiting or impeding the affected Party (or its Affiliates or agents) from performing its obligations under this Agreement, including order of a domestic or foreign court or tribunal, governmental restriction, sanctions, restriction on foreign exchange controls, etc. or (vi) the nonperformance by a third party for any similar cause beyond the reasonable control of the Party (collectively, a "**Force Majeure Event**"). If a Force Majeure Event occurs, the non-performing Party will be excused from any further performance of the obligations affected by the event only for as long as the Force Majeure Event continues and only to the extent of such Force Majeure Event and the Party continues to use commercially reasonable efforts to resume performance.

45 Entire Agreement

This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements and understandings.

46 Assignment

This Agreement and the rights and obligations of LOFIN and the Merchant to this Agreement may not be assigned, transferred, subcontracted or delegated by LOFIN and the Merchant, by operation of law or otherwise.

47 Headings

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of the relevant section.

48 Language

This Agreement has been prepared in English. In the event of any inconsistency between the original English version and any translation, the English version shall govern.

49 Dispute resolution

49.1 In the event any dispute arises between the parties hereto, such dispute or difference will be first resolved through mutual consultation.

49.2 This agreement shall be governed, construed and enforced in accordance with the laws of Sri Lanka and the courts in Sri Lanka shall have the exclusive jurisdiction to adjudicate any dispute arising out of this agreement.

50. Service Fees

The Merchant acknowledges that service fees may apply for each transaction processed through services. Such fees may include processing charges, merchant discount rates, and administrative costs, which will be communicated through LOFIN's prevailing pricing structure. The Merchant shall ensure that customers are informed of any additional charges prior to completing transactions. LOFIN reserves the right to amend service fees at its discretion with prior notice to the Merchant.

51. Fraud Prevention and Risk Controls

51.1 The Merchant shall implement fraud prevention tools such as 3D Secure, OTP authentication, or any other mechanisms mandated by LOFIN or card schemes.

51.2 The Merchant shall monitor transaction activity for suspicious or unusual patterns and promptly notify LOFIN of any suspected fraudulent activity.

51.3 LOFIN reserves the right to suspend or terminate the Merchant's IPG facility at its sole discretion if fraudulent, high-risk, or suspicious activities are detected.

52. Technical Integration, System Uptime, and Brand Guidelines

52.1 The Merchant shall complete all required User Acceptance Testing (UAT) prior to live deployment of the IPG.

52.2 The Merchant shall ensure continuous availability of its systems and maintain seamless integration with the iPay platform, in accordance with LOFIN's technical standards.

52.3 The Merchant shall promptly report any technical failures or downtime affecting transaction processing.

52.4 The Merchant shall display the iPay business logo alongside all accepted payment brand logos in accordance with LOFIN's brand guidelines.

53. Audit and Compliance

53.1 LOFIN shall have the right to audit the Merchant's systems, processes, and records to ensure compliance with card scheme rules, PCI DSS, and these Terms and Conditions.

53.2 The Merchant shall provide full cooperation and unrestricted access during such audits.

53.3 Upon request by LOFIN, the Merchant shall promptly provide all relevant transaction information to verify or investigate any suspicious transaction. Such information may include, but is not limited to: invoices, itinerary details, customer communications, proof of delivery, and customer identification documents (e.g., NIC, passport). The Merchant agrees to share such details with LOFIN's Risk and Operations Department in a timely manner.

54. Confidentiality and Data Protection

54.1 The Merchant shall maintain strict confidentiality of cardholder and customer data at all times and comply with all applicable data protection and privacy laws.

54.2 The Merchant shall not disclose or misuse confidential information, including but not limited to the Merchant Discount Rate (MDR), settlement details, or any proprietary information, without LOFIN's prior written consent.

55. NOTICE

Any notice or Communication by either party to the other shall be in writing and shall be deemed to have been duly given if either delivered personally or by prepaid registered post addressed to the other party at the appropriate address stated, in the case of Merchant, in the duly completed Merchant information and acceptance of terms and conditions sent via designated iPay Business App or iPay business website **and in the case of LOFIN to LOLC Finance PLC, Consumer Business Centre, No. 438, Havelock Road, Colombo 05 /Customer Care: 0115 714 444 | Web: www.lolcfinance.com** OR or at such other address as such party here to may hereafter specify to the other party

This agreement is dated the day and year of submission of duly completed Merchant information and acceptance of terms and conditions via the designated iPay Business App or iPay business website



LOLC Finance PLC
Consumer Business Centre
No. 438, Havelock Road, Colombo 05
Customer Care: 0115 714 444 | Web: www.lolcfinance.com



Privacy Notice & Consent

By submitting this application, I/we acknowledge and consent to **LOLC Finance PLC** collecting, using, processing, and storing my/our personal data strictly for the purposes of:

- Fulfilling contractual obligations and providing financial services;
- Communicating essential updates, service information, or responding to my/our requests;
- Conducting customer service, risk assessments, and regulatory reporting;
- Providing relevant offers, promotions, or updates (subject to my/our right to opt-out).

I/we further authorize **LOLC Finance PLC** to share my/our personal data with **trusted service providers, business partners, and regulatory bodies** strictly for operational, legal, and compliance purposes. This includes processing for:

- Data analytics to improve services;
- Business continuity and corporate transactions (where required);
- Fulfilling obligations under applicable laws and regulations.
- Supporting core business functions, including service delivery, internal operations, compliance, and strategic planning.

I/we understand that my/our personal data will be processed in accordance with the **Sri Lankan Personal Data Protection Act No.09 of 2022 (PDPA) and any amendments thereto**. I/we also understand that I/we have the right to access, correct, restrict, or withdraw my/our consent for processing at any time, subject to applicable law.

For further details on how LOLC Finance PLC protects my/our personal data and my/our rights under the PDPA, I/we will review the **Privacy Policy** at [www.lolcfinance.com], contact LOLC Finance at **+94 115 715 555**, or contact the **Data Protection Officer** of LOLC Finance via DPO@lolc.com.