











**TERMS AND CONDITIONS APPLICABLE FOR  
THE E-CONNECT FACILITY OF THE  
CENTRAL DEPOSITORY SYSTEMS (PVT) LTD  
(CDS)**

**Terms and Conditions governing the rights and obligations pertaining to the use of the e-Connect facility of the CDS are set out herein. Prior to registering for the CDS e-Connect facility by submitting CDS forms 29-A or 29-B to the CDS through a registered CDS Participant the account holder(s) should fully read and understand the following terms and conditions.**

These Terms and Conditions are legally binding between the CDS Account Holder subscribing for the CDS e-Connect Facility and the CDS and be considered as an agreement between the such Account Holder and the CDS.

The CDS e-Connect facility is subject to the jurisdiction of the courts of Sri Lanka.

**1. Definitions :**

In this document, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

- The CDS: means the Central Depository Systems Private Limited, a fully owned subsidiary of the Colombo Stock Exchange.
- Account Holder: means a person who maintains a demat securities account in the CDS through a CDS Participant.
- e-Connect: means the internet based facility established by the CDS to enable its account holders, *inter alia*, to view the securities held in their demat accounts together with their transactions and monthly statements.
- Subscriber: means an account holder who has registered as a user of the e-Connect facility.

**2. Minimum Hardware & Software configurations**

Client e-Connect will be responsive for mobile browsing for devices which has a screen resolution of 4.1 or more.

The e-Connect will be responsive for the following browsing platforms;

- Mozilla Firefox 33 or newer [Windows, Linux]
- Internet Explorer 10 or newer [11 or newer recommended] [Windows]
- Safari 8 or newer [Mac]
- Opera 25 or newer [Windows, Android]
- Google Chrome 38 or newer [Windows, Android]

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In order to use the Service, your Access Device must meet the minimum specifications mentioned below.

- Internet Access: You will need a currently supported internet browser tool as mentioned above and a currently supported version of Adobe Acrobat Reader.
- Cookies and JavaScript must be enabled in the browser options.
- Adobe Acrobat Reader: You can download the Adobe Acrobat Reader free of charge at [www.adobe.com](http://www.adobe.com)

The CDS will from time to time advice regarding the Internet Software (such as browser) required for using the e-Connect by account holders if the change will adversely affect your ability to access, receive and retain documents, eStatements, disclosures and legal notices. There will be no obligation on the CDS to support all versions of the Internet Software.

**3. Application & Registration Procedure**

Application forms can be downloaded from the website of the CDS <[www.cds.lk](http://www.cds.lk)> or obtained directly from the CDS Participants. The e-Connect facility will be available only for account holders with a valid e-mail address, since the e-mail address of the account holder shall be used as the 'user name' to sign in, to the e-Connect portal. (All standard e-mail address validations will be enforced against this field).

The account holders of the CDS can register for the e-Connect facility through submitting a duly completed CDS Form 29-A or 29-B (as applicable), to the CDS through the CDS Participant. Upon verifying the information submitted, the CDS will register the client for e-Connect facility.

Subsequently, a password will be sent to the registered correspondence address of the account holder available in the CDS system. In the event of a joint account, the password will be sent to the registered correspondence address of the first named holder available in the CDS system and in the event of a Corporate Account, the password will be sent to the Contact Person as authorized by the Company.

The submission of the application to the CDS Participant does not automatically imply that the e-Connect facility has been activated in respect of such account holder. The CDS will be entitled, at its sole discretion to either accept or reject an application received from an account holder through a CDS Participant.

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4. **Mailing Address :**

All correspondence will be sent to the registered correspondence address of the account holder registered in the CDS system.

5. **E-mail Correspondence :**

All e-mail correspondence related to the CDS client e-Connect will be sent to the client's e-mail address used as the user name to sign in to e-Connect portal.

The account holder shall acknowledge that you have been advised and understand the risks of using conventional e-mail with respect to the communication of information regarding the service and that we are unable to guarantee the authenticity, privacy or accuracy of information received or sent by e-mail or to monitor the authorization of persons using your e-mail address to send or receive information.

6. **Monthly Statements :**

Monthly statements of the client will be uploaded to the e-Connect from the end of the particular month, during which the account holder was registered for the e-Connect facility.

For CDS account holders who have not renewed the registration for the e-Connect facility, the statements will be sent;

- via e-mail, in the event the CDS account holder has previously registered for the e-Statement facility. If the account holders have registered for the e-statement facility and the e-Connect facility under two different e-mails, the e-statements will be sent to the e-mail address registered for the e-statement facility; or,
- through post to the correspondence address registered in the CDS system from the date of expiry of the facility.

7. **Liability :**

The CDS shall under no circumstances be liable to the account holder;

- for any transactions executed based on the information available at the e-Connect and the client hereby undertakes to fully indemnify and hold the CDS harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
- if the access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure or any other reason beyond the control of the CDS.

- for damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective whether any claim is based on loss of revenue, interruption of business, or any loss of any character or nature.

Illegal or improper use of the CDS client e-Connect by the account holder shall render the account holder liable for payment of financial charges as determined by the CDS and may result in suspension of the access to the e-Connect.

8. **Disclosure of Personal Information :**

The account holder agrees that the CDS may hold and process his/her personal information on computer or otherwise in connection with the e-Connect as well as for statistical analysis. The account holder also agrees that the CDS may disclose such information in strict confidence, in accordance with the CDS Rules.

9. **Proprietary Rights :**

The account holder acknowledges that the software underlying the e-Connect is the legal property of the CDS. The permission given by the CDS to access the CDS e-Connect will not convey any proprietary or ownership rights in the above software. The account holder shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the e-Connect or create any derivative product based on the software.

10. **Safeguard :**

Account holders, who have subscribed for the e-Connect facility, shall;

- commit the password to memory and not record it in any form including written or electronic.
- keep the password confidential and do not reveal the same to a third party.
- not let an unauthorized person to have access to devices or leave them unattended while logged in to the e-Connect.

The account holder's obligations in relation to the confidentiality shall continue indefinitely and will not end with the expiry or termination of the e-Connect facility.

The CDS is not responsible for any malicious programs including computer virus, problems or malfunctions resulting from a malicious application, or related problems that may be associated with accessing the internet or the service. We recommend that you routinely update your virus guard software, apply all security patches for your operating system and install a host firewall on your Access Device.

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**11. The loss of Mobile Device and instances where security is breached.**

In the event of the loss of any Mobile Device and/or where the confidentiality and security of the account holder's CDS Account is likely to have been or potentially will be compromised, it is the sole responsibility of the account holder to bring such instances to the notice of CDS immediately. In particular, the account holder shall promptly call CDS to report such event to CDS and shall follow the instructions provided by CDS to the account holder in order to rectify or otherwise deal with the issue. Without prejudice to any other clauses in these Terms and Conditions, the account holder acknowledges that the account holder shall be responsible for any actions which have been done by any unauthorized person through the account holder's Mobile Device by reason of the account holder failing to maintain the confidentiality and security of the account holder's Mobile Device

**12. Change of Terms and Conditions :**

The CDS has absolute discretion to amend or supplement any of the terms and conditions set out herein. The CDS may introduce new services within the e-Connect from time to time. The existence and availability of the new services will be notified to the CDS account holders as and when they become available. The changed terms and conditions applicable to these new services will be uploaded to the eConnect facility, if and when introduced, will be communicated to the account holder via email. By using such new services, the CDS account holders agree to be bound by the revised terms and conditions as may be applicable.

**13. Non-Transferability :**

The right to use the e-Connect is not transferable by the account holder under any circumstance and shall be used only by the account holder.

**14. Termination of e-Connect subscription :**

The account holder may request for termination of the e-Connect facility any time by submitting the duly completed CDS Form 29 C to the CDS through the CDS Participant. A suspension of the facility will be imposed on the e-Connect facility provided that the client has given a reasonable notice.

The CDS may suspend or terminate the e-Connect subscription without prior notice, if the account holder has breached any of the terms and conditions or if the CDS is notified of the death, bankruptcy or lack of legal capacity of the account holder.

**15. Notices :**

The CDS may give notices pertaining to the e-Connect facility in the following manner;

- Via e-mails to the e-mail address registered for the e-Connect facility.
- Via hand delivery or post to the postal address given by the account holder, in the event the account holder requests notices pertaining to the e-Connect facility to be hand delivered or posted.

The CDS may also publish notices in general nature, which are applicable to all CDS account holders using the e-Connect facility, on the CDS & CSE web sites. All these notices will have the same effect as a notice served individually to each client.

**16. Governing Law :**

The terms and conditions contained herein shall be governed and construed in accordance with the laws of Sri Lanka.

**17. General :**

The headings of each clause herein, are only for the ease of reference and do not affect the meaning of the relative clause. The client shall not assign the rights and obligations relating to the e-Connect facility to third parties.

**18. Disclaimer :**

Due to the inherent hazards of electronic distribution, there may be delays, omissions, or inaccuracies in the contents, and although the content is updated real time and provided to you on an "as is" basis without warranties of any kind, the CDS, the third party providers, and their respective affiliates, officers, directors, employees, and agents cannot and do not make any representations and, to the fullest extent permitted by applicable law, hereby disclaim with respect to this e-Connect facility and the contents all express, implied and statutory warranties of any kind to you or any third party, including, but not limited to, representations and warranties regarding accuracy, timeliness, completeness, currentness, non-infringement, merchantability, or fitness for any particular purpose, or any representations or warranties arising from usage or custom or trade or by operation of law. The CDS, the third party providers, and their respective affiliates, officers, directors, employees, agents and licensors assume no responsibility for the consequences of any errors or omissions.

In no event shall the CDS or any third party provider or any of their respective affiliates, officers, directors, employees, agents or licensors be liable to you or anyone else for any claim arising out of or



relating to the client e-Connect or any content, including, but not limited to, any research paper uploaded to the e-Connect and any decision made or action taken by you in reliance upon such content or for any types of damages (such as, but not limited to direct, consequential, special, incidental, punitive or indirect damages), even if advised of the possibility of such damages.

All proprietary rights in the information received shall remain the property of the CDS. Reproduction, redistribution and transmission of any information contained are prohibited.

**19. Indemnity :**

The account holder shall hereby agree and irrevocably hold the CDS indemnified and saved harmless against any losses, charges, suites, claims, expenses and damages that the CDS shall or may be caused, has sustained, incurred or suffered by reason of the account holder using the e-Connect facility in any manner whatsoever and against any loss and/ or

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misdirection of data in transit electronically and by reason of the CDS generating and issuing the User ID's and/ or any substitution effected at the request of the account holder or by reason of the account holder having acted in violation of any laws prevailing in Sri Lanka.

(On a letterhead of the Company/Company Secretary)

**BOARD RESOLUTION (Specimen)**

Name of the Company : .....

Business Registration No : .....

**OBTAINING CDS E-CONNECT FACILITY**

It was resolved:

That the Company doth obtain the e-Connect facility from Central depository Systems (Pvt.) Ltd. ('CDS') and delegate the required authority upon person/s nominated by the Company from time to time to act as "User/s" for the functions permitted to act under the e-Connect facility within the limits decided by the Company, such delegates and such limits to be notified to the CDS by the Company by tendering duly signed relevant documents/applications required by the CDS thereto.

That the Company indemnifies the CDS against any loss, damage, or detriment of whatsoever nature occasioned through the Company using the e-Connect facility whether as a direct result thereof or otherwise.

That the Company executes and delivers \*under its Common Seal witnessed by two of its Directors or one Director and its Company Secretary / \*under the signatures of two of its Directors or one Director and its Company Secretary or Authorized persons (\* *insert as prescribed by the Articles of Association of the Company*), all applications, and any other documentations required by the CDS in order for the Company to obtain and maintain the e-Connect facility.

We do hereby certify that the above resolutions of the Board of Directors of ..... were passed at a meeting of the Board of Directors duly convened and held on the ..... day of ..... and the same has been duly entered in the minutes book and are in accordance with the Articles of Association of the Company.

.....  
Chairman / Director (Signature)

.....  
Director / Secretary (Signature with Company Seal)

Date : .....