Standard Chartered

Customer Terms

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Important notice
You need to read this document.
It sets out the general terms and conditions of our personal and electronic banking relationship with you. These terms and conditions apply to each *product* and all services including the *electronic banking services* we agree to provide to you from time to time. They apply in addition to other documents including the *product terms* and the *pricing guide*.

Key words
The meaning of key words printed *like this* and other words used in our banking agreement (electronic or otherwise) is explained at the end of these Customer Terms or at the end of the applicable *product terms*.

How to contact us
You may visit any of our branches or call our 24-hour Client Contact Centre at +65 6747 7000.

Standard Chartered is committed to complying with economic sanctions that are imposed by relevant regulatory authorities. As such, we do not allow our *products* and services to be used directly or indirectly in countries that are subject to such sanctions. Please note that you will not be able to contact us via phone banking, facsimile transmission, or emails, or access our website, and we will not be able to provide you with financial services, while you are in these countries.

Inherent risks
You acknowledge that there are inherent risks in conducting transactions over the internet or electronic networks and you have voluntarily assumed those risks.

Part A - Our banking relationship

1. The terms of our relationship

1.1 We have a range of *products* designed to suit your personal banking needs, some of which may be accessed through our *electronic banking services*. The specific features of our *products* are available on request. Depending on your location, some *products* may not be accessible through our *electronic banking services*, and/or otherwise be available to you. Your electronic access to such *products* may be withdrawn, amended, terminated or suspended at any time without notice.

1.2 If you want to access or use a *product* in any manner including electronically, you need to complete an *application* to ask us to approve your use of it. Different eligibility criteria may apply to different *products*. These may include minimum or maximum age or deposit amounts. Fees, commissions or other charges may apply for such access or use. We may refuse an *application* for any reason. Unless required by law, we do not need to give you a reason. You may contact any of our branches or our Client Contact Centre should you require further details about our *products* or our *electronic banking services*.

1.3 Our *electronic banking services* are available to you only after we have approved it for your use.

1.4 If we agree to provide a *product* to you and allow you to access or use a *product* through our *electronic banking services*, the terms on which you may use the *product* are called our "banking agreement". This is made up of the following documents for the *product*:

- the *application*;
- any *letter of offer*;
- these Customer Terms;
- the *product terms*;
- our *approval*;
- the *pricing guide*;
- any guidelines we issue in connection with use of the *product* (including guidelines for use of *electronic banking services*);
- any other terms and conditions that form part of our banking agreement as varied or replaced.

1.5 The *product terms* include investment product terms which govern transactions or services in relation to any investment product that you deal with or through us. These investment product terms, as may be amended from time to time, shall apply to you if you use our services or transact in any investment product with or through us, and we will treat your use or transaction as an acceptance of these investment product terms.

Our investment product terms are available at www.sc.com/sg. You need to read the investment product terms as they will form part of the banking agreement that governs any transaction or services in relation to investments that you or any *authorised persons* deal with or through us. You should check this website frequently, particularly if you intend to enter into any transaction or use any services in relation to such investments.

1.6 A separate banking agreement is entered into each time you and we agree that you may use a *product*. For example, if you accept a *letter of offer* for more than one *product*, a separate "banking agreement" is established at that time for each *product* on the terms set out, and/or referred to, in the *letter of offer*.

The terms of our banking agreement apply to each access or use of the *product*, including any access or use of the *product* through our *electronic banking services,* by you or any *authorised person*. If you or an *authorised person* does not agree with the terms of our banking agreement, you or they should not access or use the *product*.

You are responsible for ensuring that each *authorised person* complies with our banking agreement and for anything an *authorised person* does in connection with our banking agreement. You must ensure that each *authorised person* is given a copy of the terms that apply to any *product* they use and these Customer Terms.

1.7 If you are not a resident of Singapore, additional terms and conditions may apply as notified by us at any time.

1.8 Transactions with any of our offices or group of companies outside Singapore are not protected by Singapore laws.

1.9 A reference to "terms and conditions" in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement. These Customer Terms replace all earlier general terms and conditions relating to banking services, except where we advise you otherwise.

1.10 If there is any inconsistency between:

- the *application* and any other terms of our banking agreement, the other terms prevail;
- these Customer Terms and any specific terms (such as the *product terms* or any *letter of offer*), the specific terms prevail;
- the English version of our banking agreement and any translation, the English version prevails.

2. Pre-conditions to use of any product

We need not provide any funds to you or otherwise allow you to access or use a *product* or our *electronic banking services* if:

- we consider there may be a *default*;
- you have not satisfied any pre-condition to use set out in our *approval*, our *letter of offer*, the applicable *product terms,* elsewhere in our banking agreement or as we notify you at any time;
- you have not given us the *security* (if any) we require in addition to the *security* set out in Part I (Security);
- we consider that you or any *security provider* may not be able to satisfy your obligations to us under our banking agreement or any *security*. We may determine this is the case if, for example, there has been a change in your or a *security provider's* financial position since the date of your *application*;

- we advise you that funds can only be provided or the *product* can only be used during a specified period (called the availability period), and that period has expired;
- your request for funds exceeds the applicable limit;
- it is illegal in your country to use encryption devices or software to secure communications over the internet;
- you are involved in any trade, profession or industry, including trading in rough diamonds which we deem suspicious, unlawful or not in accordance with our internal policies (including *Standard Chartered Group's* policies);
- you have not provided us with all other documents and information we reasonably request;
- you or any *security provider* give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

In addition, for some *products* we need not provide funds to you or otherwise allow you to use the *product* in any manner, including through our *electronic banking services*, if we decide not to do so (see the applicable *product terms)*.

3. Review

We may review the terms of our banking agreement (including the *product terms* and your conduct under our banking agreement*)* annually or at any time. Even if there is no *default,* we may (subject to applicable law), at any time:

- terminate or cancel our banking agreement;
- vary any limit or interest rate applying to the *product* or vary the term of the *product*;
- require additional *security*;
- otherwise vary the terms of our banking agreement.

If we vary the terms of our banking agreement, we will post the revised terms on our website. You should check our website frequently. Once posted, we will treat your subsequent use of our services and *products* as your acceptance of the relevant terms as varied.

Part B - Operating accounts

4. Authority

Account operating authority

4.1 When you apply for a *product*, you must give us account operating authority details:

- for all *authorised persons*; and
- for joint *accounts*, the method of operation (either, any one account holder to give instructions or all account holders to give instructions jointly). If no method of operation is specified, any one account holder may operate the joint *account*.

If on a joint *account* you require more than one account holder to sign, then you may view (but not give instructions on) the *account* using an *electronic banking service* if each relevant account holder approves the relevant access.

4.2 We act on the account operating authority until you vary (by removing or adding *authorised persons*) or cancel it. If you want to vary the account operating authority by changing either the *authorised persons* or the method of operation, or cancel the account operating authority, you must give us instructions in writing. On receipt of the instructions, we will vary or cancel the account operating authority. The variation or cancellation becomes effective within seven business days after we accept your instructions. We may continue to act on the existing account operating authority until the variation or cancellation becomes effective.

4.3 We may honour for payment all cheques and other instruments signed in accordance with the previous authority if they are dated before, but presented only after, we have processed the instructions to vary and/or cancel the authority.

4.4 We rely on any instructions given by an *authorised person* in accordance with the account operating authority.

4.5 You may have one or more than one *product* with us. For each *product* that you have with us, you must use the same signature as used on the account operating authority for that particular *product*. For clarification, you can also choose to use the same signature for all your *products*.

Scope of account operating authority

4.6 Except to the extent you may limit the authority of an *authorised person*, each *authorised person* may act on the *account.* Depending on the *product*, an *authorised person* may:

- draw cheques;
- overdraw to any extent permitted by us;
- withdraw money in any manner;
- give and cancel authorities in our usual form for periodical payments;
- stop a payment of a cheque drawn on the *account*;
- access and operate the *account* using an *electronic banking service* in accordance with our banking agreement;
- obtain statements of *account* and any information required concerning the *account*s generally;
- obtain cheque books and endorse cheques or other instruments payable to your order or if it is a joint *account*, payable to any one or more of you; and
- elect on your behalf to receive *eStatements* and *eAdvices*, notices and confirmation advices electronically (instead of by *email*), and cancel that election.

Conducting an account in joint names

4.7 Unless otherwise agreed with us when a joint *account* is opened:

- operations on the *account* are governed by the account operating authority;
- we need not enquire into the circumstances of any instructions any of you may give in connection with the conduct of the *account*;
- we are authorised to accept for credit of the joint *account*, any cheque or other instrument payable to one or more of you;
- each of you is liable to us jointly and separately for the *balance owing* (including if we permit an overdrawing);
- if the account operating authority is "single signing authority" and any one account holder instructs us to stop accepting instructions from any other account holder, or different account holders give us conflicting instructions, we may suspend the operations on the *account* until we receive confirmation from all account holders;
- if the account operating authority is "single signing authority" and we are notified that an account holder becomes *insolvent* or incapacitated, we may suspend operation of the *account* until we are satisfied that all other account holders are aware of the circumstances and the legal representatives of the affected account holder has provided us with the information we require to resume operations on the *account*;
- if the account operating authority is "both/all to sign" and we are notified that an account holder becomes *insolvent* or incapacitated, we accept instructions only from the affected account holder's legal representative and all other account holders; and
- if one of you dies, the surviving account holder may give instructions and obtains title to the account. If one joint account holder dies, the obligations of the surviving account holder and our rights (including set off) under our banking agreement are not affected.

5. Instructions

Authorisation

5.1 You authorise us to act on instructions from you or any *authorised person* (including any instructions we believe to have been given by you or an *authorised person*). You acknowledge that for *electronic banking services,* we may require use of a *security code* and such use is evidence that the instruction is authorised by you or an *authorised person*. However, also see clause 20 (Liability for transactions).

5.2 You agree that the use of *security codes* is adequate identification of you. We are entitled to act on instructions (provided using the *security codes*) without obtaining any further written or other confirmation from you. You agree that we will not be liable for taking such action unless you had notified us before any unauthorised instructions were given to us that your *security codes* are or might be known to someone else who is not an *authorised person*.

Form of instructions

5.3 Instructions must be given in writing. However, we may accept instructions by telephone, fax, *email* or through any *electronic banking service*. To accept such instructions we may require you to produce certain documents and we will notify you when we agree to accept instructions in such manner from you. You acknowledge that our accepting of instructions by *email* may be available only for certain types of *accounts*, *products*, segments of customers or on an exceptional basis upon your request to us.

You are responsible for ensuring the timeliness, accuracy, adequacy and completeness of all instructions given by you. We will not be liable for any *loss* or damage as a result of:

- your instructions to pay or transfer funds being late, inaccurate, inadequate or incomplete; or
- any third party refusing or delaying to pay or transfer the funds to the account of the intended payee.

5.4 You acknowledge that *email* is not a completely reliable or secure method of communication. Should you choose to use *email* to communicate your instructions to us, you confirm that you have read and accepted these terms, in particular clauses 5.17, 20 and 22. Further:

- you shall use the *email* you have provided to us (sometimes referred to as your registered email) and acknowledge that we will not act on any instructions sent by you to us, if such email is not sent from the *email* provided to us;
- you accept that all incoming correspondence sent by us at the *email* provided shall be deemed to have been received by you;
- you will not assume receipt by us of any instruction or communication that you send by *email* to us;
- you accept that we may, under circumstances determined by us, require from you confirmation or verification of any instructions or communication in such form or manner as we may specify before acting on the same; and
- we will not be liable for any failure or delay in acting on any of your instructions or communication by *email* by reason of any breakdown or failure of transmission or *electronic equipment* or facilities for whatsoever reason, or breakdown of or delay or error in transmission or communication (including without limitation any misdirection of your instructions or communication within the Bank) for any reason, or any cause beyond our control.

5.5 You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.

5.6 You must ensure your *account* has sufficient funds for the purposes of giving instructions to us.

5.7 All instructions once given cannot be cancelled and are binding on you.

5.8 When we receive a instruction from you, we will debit any payment plus any charges payable for the transaction from your *account.*

5.9 Contact us if you need to confirm that an instruction has reached us.

How we may act

5.10 We may:

- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an *authorised person*. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- require written confirmation from you of a particular instruction;
- reverse any action taken on the basis of an instruction if our internal checks indicate that the instruction was not from you. We will not be responsible for any *loss* to you that results from such reversal;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to , Her Majesty's Treasury, the United Nations, the European Union or any country), result in an *account* being overdrawn, appears to conflict with another instruction from a joint account holder, or if we genuinely believe or suspect the instruction is unauthorised.
- act on instructions sent via the *email* you have provided to us and you accept that all such emails shall be deemed to have been sent by you.

5.11 We will not execute your instructions, and will not be responsible for any *loss* resulting from such non-execution, if on the stipulated date of execution:

- there are insufficient funds in your *account* to execute your instructions; or
- your *account* does not contain sufficient funds to pay any charges, fees, interest or other sums that may be payable by you to us;
- you did not correctly use the *electronic banking services*;
- *circumstances beyond our control* prevent your instructions from being carried out despite reasonable precautions taken by us;
- the funds you instruct us to transfer or pay exceeds your personalised daily transfer limit or the category limit imposed on your *account*, whichever is lower;
- your *account* or any funds in your *account* have been put on hold;
- an order of court or any applicable law prohibits us from carrying out your instructions;
- our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in

any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from carrying out your instructions;

- we are satisfied that you lack the mental capacity to manage your *account* or
- your *account* is closed, frozen or inaccessible for any reason.

5.12 We may impose a service charge on unsuccessful *applications* to transfer funds or pay bills in the event this is due to either of the circumstances set out in the first 2 sub-points of clause 5.11 above. You will also be responsible for any charges imposed, or any other action taken, by a receiving bank or payee or an intended receiving bank or payee if any of the circumstances in clause 5.11 apply.

Payment instructions

5.13 You authorise us to act as the instructing financial institution to send your payment instructions (for example a cheque, traveller's cheque, money order or other similar instrument). You also authorise us or any third party who receives the payment instructions to act on them as if you had sent the payment instructions directly to them.

Inability to process

5.14 If we cannot process your instructions, we will, where possible, attempt to notify you of this.

Timing

5.15 If we receive an instruction on a non-business day or after our "cut-off time" for a *product*, we may treat it as having been received on the next business day.

Stopping or reversing a transaction

5.16 If we are instructed in writing to stop or reverse a transaction, we will attempt to do so. However, we are not liable for any *loss* you incur if we cannot do so. You will pay us for any *costs* we may incur in trying to stop or reverse a transaction.

5.16A If you know or have been informed that you have received funds that you are not entitled to, you shall promptly inform us, and shall cooperate with us on any of our requests regarding any investigation and/or return of the funds to the payer. You shall provide us with instructions on whether to transfer the sum (which was sent in error to you) back to the payer. You understand that any retention or use of sums erroneously transferred to you where you have had notice of the erroneous transaction may be an offence under the Penal Code (Cap. 224).

5.16B For the purposes of clause 5.16A above, you undertake to provide to us information as may be requested by us from time to time, including but not limited to your affected *account*, your identification information, the type of authentication device, *security code*, and device used to perform the transaction, the name or identity of any *authorised person(s)*, the recipient's unique identifier (such as account number, identification number, name), the date, time, amount and purpose of the erroneous transaction insofar as such information is known to you and/or your *authorised person(s)*.

5.16C You understand that we may take longer to investigate in complex cases such as where any party to the transaction is resident overseas or where we have not received sufficient information from you on the transaction.

5.16D You may report any erroneous transactions to us by visiting any of our branches or by calling our 24-hour Client Contact Centre at +65 6747 7000. We will provide you with a written acknowledgement of your report via *SMS* or *email*.

Risks

5.17 You acknowledge and accept the risks of giving instructions by telephone, fax, email or through any electronic banking service (including the risk of technical malfunction in your or our *electronic equipment*, the risk of any instructions being unauthorised or given by an unauthorised person, the risk that we may process instructions twice if you send the same instructions to us in different forms and the risk that any information sent by email or electronic banking services cannot be guaranteed to be secure or free from virus, delay or any other third party attacks). In particular, unless otherwise specified in our banking agreement, we will not be responsible for wrongful instructions received by us from the foregoing media, including those caused by malware in your computer or device or man-in-the-middle attacks.

Instructions from us

5.18 You and each *authorised person* must follow our instructions in connection with accessing or using a *product* and comply with all applicable laws.

6. Account overdrawing

6.1 If you or an *authorised person* makes any withdrawal, payment or other transaction on an *account* (including by cheque or use of a *card* or *electronic banking service*) or any other debit is made to the *account* which would result in:

- a debit (or negative) balance in the *account*; or
- any agreed overdraft limit applying to the *account* under a line of credit or other loan facility being exceeded,

this is known as overdrawing the *account*.

6.2 We need not:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an *account*, which would cause an *account* to be overdrawn; or
- transfer funds from any other *account* to the overdrawn *account* in order to effect the withdrawal or transaction.

6.3 We may (but need not) allow an *account* to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an *authorised person*.

6.4 If we allow an *account* to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the *account* is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any interest which is calculated in accordance with our usual practice and at the interest rate we notify you.

7. Notices and communications

Contact information

7.1 You must give us in writing your address, telephone,

fax number, *email* and *mobile phone number* for receipt of notices and other communications in connection with our banking agreement. If these details change you must give us reasonable advance notice in writing before the change has taken place. If you intend to live outside Singapore you must immediately notify us.

Form of notices and communications

7.2 Unless otherwise provided for in our banking agreement, notices and communications shall be sent to the address, telephone number, fax number, *email* or *mobile phone number* which we have on file for you. In the event that you notify us of a change in your contact details, we may send you a letter of notification of the change in your contact details to the address you previously notified us of as well as to the new address as notified by you and you consent to this. You authorise us to send notices and communications to you in connection with our banking agreement electronically including by fax, *email*, *SMS* or via the *online banking* inbox. Where we have reason to believe that notices and communications sent to the address, telephone number, fax number, *email* or *mobile phone number* last notified have not reached you, we may, but shall not be obliged to, stop sending notices and communications to that address, telephone number, fax number, *email* or *mobile phone number* (as the case may be). We may suspend or stop sending you notices and communications if we reasonably believe that you no longer reside at such last notified address or that there is a change in your telephone number, fax number, *email* or *mobile phone number*.

7.3 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches, our *ATMs* or on our website.

When notices and communications to you are effective

7.4 Unless otherwise provided in our banking agreement, our notices and communications to you are effective:

- if sent by fax, at the time shown on the transmission report as being successfully sent;
- if delivered personally, at the time of delivery;
- if sent by post within Singapore, two business days after posting;
- if sent by post outside Singapore, five business days after posting;
- if sent by *email* or *SMS*, four hours after we send it unless we receive a delivery failure receipt;
- if made available in the *online banking* inbox, 24 hours after it is made available; and
- if published in daily newspapers, posted at any of our branches, our *ATMs* or on our website, at the time of publication or posting.

When notices and communications to us are effective

7.5 Your notices and communications are effective when we actually receive them in legible form and only if they are expressly marked for the attention of the department or officer identified by us (or any substitute department or officer as we notify you).

7.6 You should give us any other formal notice in connection with the *electronic banking services* in writing to any of our branches in the country where you maintain an *account*.

Recording of telephone conversations

7.7 Subject to any applicable law, you consent to us recording our telephone conversations with you or an *authorised person* (and you confirm you are authorised to provide consent on behalf of the *authorised person*). We may inform that person when we do. We may use the recorded conversations or transcripts in any dispute in connection with our banking agreement.

Digital signatures

7.8 Instructions and communications digitally signed and supported by a digital certificate have the same validity, admissibility and enforceability as if signed in writing.

7.9 Any notice or communication that is digitally signed must comply with any applicable law.

Electronic contracts

7.10 You are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.

7.11 You must not dispute the contents of any notice or communication (including any *application*) sent to us using *electronic equipment*.

Notices and communications to joint account holders

7.12 If you are joint account holders, notices and communications (including notices of any variation to our banking agreement and any statements (including any *consolidated statements*)) sent to the address you have notified us as the address for receipt of notices and other communications in connection with our banking agreement are taken to be given to all of you.

7.13 All communications, including communications through the *electronic banking services*, which meet our internal requirements shall be deemed to be valid, accurate and authentic.

Phone banking

7.14 When using phone banking, if you ask and we quote any exchange rate or interest rate to you, the rates are for your reference only and are not binding on us unless we later confirm the rates in writing.

7.15 You must ensure your *account* has sufficient funds for the purposes of giving instructions using phone banking.

Part C - Electronic banking

8. What is electronic banking?

Overview

8.1 *Electronic banking services* are a range of banking and other services or facilities that use *electronic equipment* and include without limitation:

- *ATM* and *debit card* services
- Banking services provided via cash deposit machines
- *eStatements*
- *eAdvices*
- *electronic alert*
- *fund transfer services*
- *mobile banking*
- phone banking
- *point of sale banking*
- *online banking*
- *SMS banking*
- *video banking*
- Auto OTP
- *Digital Wallet*
- PayNow
- soCash
- other e-commerce or value added services
- such other services or facilities that use *electronic equipment* as we may offer from time to time

Please contact us for details of the *electronic banking services* available to you.

Using electronic equipment

8.2 When a transaction is made with *electronic equipment* using a *security code*, you authorise us to act on the instructions entered into that *electronic equipment*.

We treat use of a *security code* as evidence that you or an *authorised person* issued the instructions.

Problems with instructions

8.3 If it is not possible to direct an *electronic banking service* to a specified *account* in accordance with the instructions you or an *authorised person* gives through the *electronic equipment*, we may direct it to any *account* that is linked to a *security code*.

9. Using electronic banking services

Availability

9.1 *Electronic banking services*, and certain facilities under the *electronic banking service*s, may be available only for certain types of *accounts* or *products* and not others. You accept that there are certain facilities and services that cannot be accessed through our *electronic banking services*.

Eligibility

9.2 You and each *authorised person* must be at least 18 years of age to use *electronic banking services*. However, if we permit you or an *authorised person* to use *electronic banking services* even though you or they are below 18 years of age, this does not affect our rights under our banking agreement.

Preconditions to use

9.3 We only make an *electronic banking service* available if:

- you are recorded as the legal and beneficial owner of an *account* and use of the *electronic banking service* for such *account* is acceptable to us;
- you have registered for our *electronic banking service.* Contact us to arrange this; and
- you and each *authorised person* has complied with the activation procedures we specify.

Guidelines

9.4 If we issue any guidelines in connection with the use of any *electronic banking services*, the guidelines must be followed whenever anyone accesses or uses the *electronic banking service*. We are not liable for any *loss* you incur as a result of any failure to do so.

Limits

9.5 *Electronic banking services* may be limited to specific amounts set by law or by us or by the owner or operator of the *electronic equipment*. For example, there are maximum and minimum daily withdrawal amounts that may vary.

Application of terms

9.6 These terms apply to your use of an *electronic banking service* whenever you subscribe for the *electronic banking service* even if you subscribe after you begin to use a *product*.

Joint accounts

9.7 If the operating authority for a joint *account* is "single signing authority", you agree that:

- all joint account holders may operate the joint *account* using the *electronic banking services* in accordance with these Customer Terms (even if you are not registered to use the *electronic banking services*); and
- any single joint account holder may validly give instructions by the *electronic banking services* in connection with the joint *account.*

Operating times and availability

9.8 The *electronic banking services* are usually available for use during normal operating hours or at the times set out in any applicable guidelines or otherwise notified to you. However, routine maintenance requirements, excess demand on the systems and *circumstances beyond our control* may mean it is not always possible for the *electronic banking services* to be available during all normal operating hours, which you accept.

9.9 The availability and proper functioning of *electronic banking services* depends on many variable circumstances, including location, mobile network and internet availability, signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

Software compatibility

9.10 When you use our *electronic banking services* we may provide *your system* with *electronic banking software* which may be needed for you to operate such *electronic banking services*. Alternatively, the *electronic banking software* may be supplied to you in some other way. It is your responsibility to ensure that the *electronic banking software*, if supplied to you, is compatible with *your system*. We shall not be responsible for any *loss* or damage you suffer as a result of any incompatibility between the *electronic banking software* and *your system*.

Ownership rights in connection with the *electronic banking software* and other information

9.11 If supplied, you will have a non-exclusive, non-transferable, temporary licence to use the *electronic banking software* only for the purpose of accessing the *electronic banking services*. The *electronic banking software* contains valuable information that belongs to us or others. You must not transfer, modify or tamper in any way with the *electronic banking software.*

9.12 You are responsible for complying with the local laws of the country from which you use the *electronic banking software.*

Access

9.13 When you use *electronic banking services* you or they must:

- not access the *electronic banking services* using any *electronic equipment* not owned by you or them or which you are not licensed or authorised to use; and
- take all reasonably practical measures to ensure that any *electronic equipment* from which you access the *electronic banking services* is free of and adequately protected against any computer virus or other malicious software. Such measures include (where applicable) updating the *electronic equipment*'s browser to the latest version available, patching the *electronic equipment*'s operating systems with regular security updates provided by the operating system provider, installing and maintaining the latest anti-virus software on the *electronic equipment*, and using strong *security codes* (such as a mixture of letters, numbers and symbols).
- As the *electronic banking services* can be accessed through the internet, other communication channels or, as the case may be, public systems over which we have no control, we will not be responsible for any loss or damage suffered by you or them as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from your use of the *electronic banking services* through the internet or those other communication channels or public systems, unless otherwise specified in our banking agreement.

Unauthorised overdrafts

9.14 You cannot rely on the operation of the *electronic banking services* to prevent an unauthorised overdraft being created. For example, you must remember that cheques and any payment instructions you or an *authorised person* has given using the *electronic banking services* may not be given immediate value or immediate effect and might not always be immediately reflected in the *balance owing.*

9.15 You must not use the *electronic banking services* to create an unauthorised overdraft on your *account* and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the *account* in question.

Information provided at ATMs not conclusive

9.16 Information provided at *ATMs* in connection with your *account* (such as your credit or debit balance) may not reflect the *balance owing* at that time.

Electronic alerts

9.17 The *electronic alerts* available include:

Alert type	Description
SMS alerts - automatic alerts	No prior subscription required.
SMS alerts - subscriber alerts	You must subscribe and select the types of *SMS* alerts which you wish to receive.
Email alerts - automatic alerts	No prior subscription required.
Email alerts - subscription alerts	You must subscribe and select the types of email alerts which you wish to receive.

9.18 We may vary the types of *electronic alerts* available without notice to you. They are sent only when available and practicable.

9.19 We will send the *electronic alerts* to either your mobile phone number or an email you provide. Such contact information must be complete and accurate. In the event you want to change the threshold amount for receiving *electronic alerts*, this must be done through our contact centre or via *online banking.* You are responsible for enabling *electronic alerts* on your *electronic equipment* which is used to receive *electronic alerts* from us, for opting to receive all *electronic alerts* for all outgoing transactions (of any amount) made from your *protected account*, and for monitoring the *electronic alerts*.

9.20 To receive *electronic alerts* you will need to select and set the preferences by logging into your online banking account or by submitting an application in the prescribed format.

9.20A Where required by regulatory requirements, we will send you *electronic alerts* via SMS and/or email for outgoing transactions occurring on your *protected account*. You agree that:

- Unless you indicate otherwise, your existing preferences for receiving *electronic alerts* will continue to apply for your *protected account*.
- If you do not indicate your preference for any threshold amount for receiving *electronic alerts*, we will send you *electronic alerts* for outgoing transactions on your *protected account* (in accordance with the default threshold amounts that we have set).
- Such *electronic alerts* may be sent on a real time basis for each outgoing transaction or on a batched basis (consolidating every notifiable transaction) everyday.

Availability

9.21 The availability and proper functioning of *electronic banking services* depends on many variable circumstances, including location, mobile network and internet availability and signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

Suspension

9.22 We may suspend any *electronic banking service* temporarily at any time for maintenance and upgrading of services.

Fees and charges

9.23 We may charge you fees and charges for the

electronic banking services. We can change these fees and charges by giving you at least 30 days' notice. If we give you such a notice, you will not have to pay any proposed increase as long as you cancel your use of the *electronic banking service* during the 30-day notice period. However, your continued use of the *electronic banking service* after the 30-day notice period shall be conclusively deemed to be your acceptance of such changed fees and charges.

9.24 In addition to any fees and *costs* you must pay us, you must pay any fees or charges imposed by the provider of the *electronic equipment* and your telecommunications provider for using the *electronic banking services.*

Variations

9.25 We may at any time:

- vary the way any *electronic banking service* operates; or
- add to, remove or otherwise vary, end or suspend any of the facilities available under any *electronic banking service*.

9.26 You and each *authorised person* are taken to be bound by any variation to the operation of an *electronic banking service* if you or they continue to access the *electronic banking service* after we notify you of the variation.

Ownership of software

9.27 If we allow you to use any *electronic banking service software*, we grant you a non-exclusive licence to use the *electronic banking service software* only for the purpose of accessing *electronic banking services*. The *electronic banking service software* is valuable property which belongs to us or others.

9.28 You must not:

- take copies, sell, assign, transfer or otherwise deal with the *electronic banking service software* or your licence to use it; or
- attempt to decompile, reverse engineer, input or compile any of the *electronic banking service software*.

9.29 If you access *electronic banking services* in a country other than Singapore, you must comply with the laws of the other country including obtaining any licence you need to take the *electronic banking service software* into or out of the country.

10. Mobile and SMS banking

10.1 We may restrict access to *mobile banking and SMS banking.* For example, for some *products* we may not offer it to account holders or *cardholders* who are minors or joint account holders.

10.2 *Mobile banking* and *SMS banking* are only available for mobile phones and similar devices with data connections which meet the specifications and configurations we specify. You must obtain and maintain a mobile phone and data connection which meet these requirements at your own expense.

10.3 You may have to apply to us for use of *mobile banking* or *SMS banking* by *online banking* or by any other method as stipulated by us.

10.4 Any transaction made through your *mobile banking user ID* shall be deemed to have originated from you if the correct login password was submitted.

10.5 The *mobile app* and the information or materials obtained via the *mobile app* and *mobile banking* are granted to you by us for your sole use on a non-exclusive and non-transferable basis.

10.6 *Mobile banking* and *SMS banking* are available to you only if you are within the cellular or mobile network service range of the particular cellular or network service provider providing services to you. We are not responsible for your inability to use *mobile banking* and/or *SMS banking* if you are not within such network service range.

10.7 You agree to pay us and any third party telecommunication providers all applicable rates and charges related to your use of *mobile banking* or *SMS banking*, and we shall debit from your *account* any unpaid rates and charges.

10.8 We may change the layout, form and wording of any of our *mobile apps* or screens and in particular, those on which our *mobile banking* is provided.

Setting preferences and receiving alerts

10.9 We may not give effect to any *preferences* if we have reason to suspect that the *preferences* are not genuine, are improper or unclear.

10.10 Your *mobile phone number* and *email* account must be active and accessible to receive *electronic alerts*. You acknowledge that if your *mobile phone number* or *email* account remains inaccessible for a continuous period, you may not receive *electronic alerts* sent during such period.

Mobile and *SMS banking* are dependent on the infrastructure, connectivity and services provided by service providers engaged by us or you. You therefore accept that timeliness, accuracy, and/or readability of *electronic alerts* will depend in part on these third party service providers. We are not responsible for non-delivery or delayed delivery, error, *loss* or distortion in transmission of *electronic alerts* if this is due to the fault of such service providers.

11. Fund transfer services by electronic banking services

11.1 This clause 11 applies only if the respective services are available under the *fund transfer services* for your type of *product*.

11.2 You and each *authorised person* may use *electronic banking services* to access the following services for the purposes set out below:

Name of service	Purpose
Interbank funds transfer service including FAST AND SECURE TRANSFERS (*FAST*)	To instruct us to transfer funds from a *source account* to a specified account with another local bank.
Own account funds transfer service	To instruct us to transfer funds between *account*s. Unless we otherwise agree, this service may only be used where all named account holders are identical across the *account*s. This service does not allow funds to be transferred to or from accounts which are known to us to be held by you in other capacities (including trust accounts or estate accounts).

Name of service	Purpose
Bill payment service	To instruct us to transfer funds for payments from a *source account* to a specified payee.
Third party intrabank funds transfer service	To instruct us to transfer funds from a *source account* to a specified account with us which is held in the name of a person other than you, or an account known to us to be held by you in other capacities.
International telegraphic transfer service	To instruct us to transfer funds from a *source account* to a specified account with a bank in another country.
Transfer between account and Mobile Wallet	To instruct us to transfer funds from a *source account* to an electronic account accessed through a mobile phone that can be used to store and transfer value.

11.3 We reserve the right to select the agent, where necessary, to effect the remittance to places where we do not have a presence.

11.4 Encashment of the remittance is subject to our internal policies and guidelines as well as the laws and regulations of the country where encashment is to be made. In this respect, you must comply with all anti-money laundering and anti-terrorism laws. Neither we nor the agents are responsible for any *loss* or delay caused by such laws and regulations.

11.5 If you require a refund of the remittance amount, we refund you at the prevailing buying rate for the relevant currency less all charges and expenses.

11.6 We cannot guarantee the time at which the receiving banks will credit the account of your payees. You are responsible for initiating your transfer instruction to us sufficiently in advance of the due date of your transfer to avoid incurring a finance charge or other charges.

11.7 The rate of exchange applying to each electronic fund transfer transaction is our prevailing rate of exchange for the relevant currencies at the time that such transaction is processed, and not at the time the instruction is entered by you. You must indemnify us for any shortfall arising from such conversion.

11.8 If you use any of our *funds transfer services*:

- You must register each recipient using *online banking* before you may make an online funds transfer to the recipient. You are solely responsible to ensure that all the information provided with respect to the online funds transfer is true and accurate; and
- The rate of exchange apply to each online funds transfer is our prevailing rate of exchange for the relevant currencies at the time the online funds transfer is processed, and not at the time the instruction is entered by you.

11.9 Unless otherwise specified in our banking agreement, we will not be liable for any loss incurred as a result of you not complying with any of your obligations or responsibilities with respect to our fund transfer service.

11.10 We reserve the right to revise all funds transfer charges without notice.

Fund transfer limits

11.11 You and each *authorised person* may issue as many instructions to transfer funds in any one day as you wish. However, you and each *authorised person* may only issue instructions to transfer up to the category or personalised limit per day.

11.12 The category daily limit may differ for different types of fund transfers and different types of *accounts*. The limits may also be applied on an aggregated basis between different *fund transfer services*. For details of the preset limits, see our website.

11.13 You may lower the preset limit for *accounts* by *online banking*. Your personalised limit applies to all *accounts*.

11.14 You may increase the limit after lowering it (subject always to the ceiling of the preset daily limit) you may do so online as set out on our website. Alternatively, please contact us.

11.15 Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website.

Interbank funds transfer service (including Fast and Secure Transfers)

11.16 You may use the *electronic banking services* to instruct us to transfer funds from your account with us (*your designated account*), to a stipulated account with another bank (*receiving bank*). This Interbank Funds Transfer Service (*IFTS*) (including *FAST*) is part of the *electronic banking services* provided by us to you. You acknowledge that using the *IFTS* is the same as using our *electronic banking services*.

11.17 You may issue as many instructions to transfer funds in any one day as you wish, subject to such transaction limits as may be set by law or us. However, you may only issue instructions to transfer up to an aggregate total of your personalised limit per day.

When we need not execute fund transfer instructions

11.18 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- there are insufficient funds in the *source account* to make the fund transfer; or
- you or an *authorised person* did not correctly use the *electronic banking services*;
- an order of court or any applicable law prohibits us from executing the fund transfer instructions;
- the execution of your instructions will cause the balance in *your designated account* to exceed the credit limit that we have set for you and/or *your designated account*;
- our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from executing the fund transfer instructions;
- the *receiving bank* is not able to accept the funds transfer (which, for the avoidance of doubt, includes any intermittent period for whatever reasons during which a *receiving bank* is unable

to accept transfers); or

- there exists *circumstances beyond our contro*l that prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

11.19 You understand that funds transfer via *IFTS* are processed solely based on the account number of the payee as indicated and not the name of the payee. The funds transfer will be processed even if the name of the payee does not match the account number indicated. The name of the payee is required to be filled in for reference only.

11.20 If you are entitled to a refund of any amount debited from your account after a funds transfer via *IFTS* is timed-out for any reason, we will endeavour to refund such amount to you within a reasonable time.

11.21 We may send you *electronic alerts* on the status of your funds transfer transaction. The sending of *electronic alerts* is subject to many variable circumstances such as mobile network availability and proper functioning of hardware and software. We are not liable for any delay or failure in the sending of *electronic alerts*.

Bill payment services

11.22 You may use our *electronic banking services* to instruct us to transfer funds from your account with *your designated account*, to the account of a stipulated payee organisation (which may either be with us or with another bank).

11.23 You may issue as many instructions to make payment to payee organisations in any one day as you wish.

11.24 You acknowledge that all payments received by us from you for the account of the payee organisation will be credited to the payee organisation on:

11.24.1 if the payee organisation's account is maintained with us, the next business day; or

11.24.2 if the payee organisation's account is maintained with another bank, on the second business day after the business day on which we receive the payment from you for the account of the payee organisation.

11.25 If you use the bill payment services, we may give reports to payees, listing all users of the *electronic banking services* who have made payments to the payee and the respective amounts paid by each of those users. You consent to us to disclosing to the payee any information required in the reports.

11.26 Payees may only receive payments after any minimum processing time we set.

11.27 We are not obliged to execute your or any *authorised person's* instructions to make payments to payee organisations via our bill payment services and we will not be liable for any loss or damage to you as a result of us not effecting such instructions, if, on the date on which such payment is to be made from *your designated account*:

- *your designated account* does not have an adequate balance to make the payment; or
- *your designated account* does not contain sufficient funds to pay for any charges, fees, interest or other sums that may be payable by you to us; or
- the execution of the instructions will cause the balance in *your designated account* to exceed the credit limit that we have set for you and/or your designated account; or
- the payee is not able to accept the payment (which, for the avoidance of doubt, includes any intermittent period for whatever reasons during which the payee is unable to accept payments);
- *your designated account* is closed, frozen or inaccessible for any reason.

11.28 You are responsible for any charges imposed, or any other action taken, by a payee organisation or intended payee organisation, where:

- you do not have an adequate balance in *your designated account* to make the payment; or
- an order of court prohibits withdrawals from *your designated account*; or
- *your designated account* is closed; or
- *your designated account* or any funds in *your designated account* have been put on hold; or
- the execution of your instruction to make payment will cause the balance in *your designated account* to exceed the credit limit that we have set for you and/or *your designated account*; or
- you did not, at our sole discretion, correctly use the *electronic banking services;* or
- *circumstances beyond your reasonable control* prevent the making of the payment, despite reasonable precautions taken by you. Examples of such circumstances which are beyond your reasonable control include (but are not limited to) fire, flood or improper transmission or handling of payments by a third party.

International Telegraphic Transfer Service

11.29 If you or an *authorised person* uses the International Telegraphic Transfer Service:

- you or they must register each recipient using *online banking* before you or they may make an *online telegraphic transfer* to the recipient. Once a recipient has been registered, you are solely responsible to update any changes to the recipient's particulars (excluding name or identity particulars) by the *electronic banking services*. We are not liable for any *loss* which may result if you fail to update the recipient's particulars before making an *online telegraphic transfer*; and
- the rate of exchange applying to each *online telegraphic transfer* is our prevailing rate of exchange for the relevant currencies at the time the *online telegraphic transfer* is processed, and not at the time the instruction is entered by you or the *authorised person*.

11.30 We are entitled to determine at our discretion the order of priority in executing your instructions to transfer funds and/or make payments and/or any other existing arrangements or instructions you may have made with us on the stipulated date for the execution of the funds transfer/payment is to be made from *your designated account*. Examples of such other existing arrangements or instructions include (but are not limited to) cheques, standing orders, interbank GIRO deductions and instructions to transfer funds.

FastCash services

11.31 You may use our FastCash service to locate *ATMs* of selected banks that are near your location when using Fast and Secure Transfers service.

11.32 FastCash contents (made available through

this service) are at your own risk. While we use reasonable efforts to include accurate and up-to-date information, we make no warranties or representations as to their accuracy and assume no liability or responsibility for any errors or omissions.

11.33 All contents made available through this service are either licensed from third party information providers or are proprietary to us. You will not acquire any ownership rights in the FastCash service or its available contents. You agree that you will use the contents for your own personal and non-commercial use only, and you will not use it for any restricted uses.

11.34 Without limiting the generality of the foregoing, we are not liable to you for any and all direct, incidental, special, indirect, or consequential damages arising out of or related to your use of the FastCash service, unless otherwise specified in our banking agreement.

Online Telegraphic Transfer Service

11.35 You are responsible for ensuring that all details provided for the transaction is accurate. We shall not be responsible for verifying that the details are accurate, and shall be entitled to rely on the details provided by you for purposes of performing the telegraphic transfer.

11.36 You confirm that the Singapore dollars (where applicable) used for the remittance are not sourced from credit facilities (unless the remittances are to finance trade with Singapore or economic activities of Singapore) and your remittance is not for purpose of speculation in Singapore dollars.

11.37 We reserve the right to select an agent/correspondent bank to effect the remittance to places where we are not established.

11.38 We accept no responsibility for any delay, error or omission in the transmission of the messages or from its misinterpretation when received. It is understood that the message is to be sent entirely at your risk.

11.39 Payment of the transferred funds is subject to the rules and regulations of the country where payment is to be made. Neither we nor the correspondent bank nor the agent bank shall be liable for any loss or delay caused by any such rules and regulations.

11.40 If a refund of the remittance amount is desired from us by you, we shall, at our discretion, make the payment to you at the prevailing buying rate for the relevant currency less all charges and expenses.

11.41 All charges and commission outside Singapore including but not limited to the correspondent or agent bank's charges will be borne by the beneficiary unless specified otherwise.

11.42 We reserve the right to revise all telegraphic transfer charges from time to time without notice.

11.43 We will impose a service charge on an unsuccessful application due to insufficient funds in your account.

12. eStatements and eAdvices

12.1 *eAdvices* is a bundled service with *eStatements*. By electing to receive *eStatements*, you will also receive *eAdvices*. You may receive *eStatements* and *eAdvices* by one of the following methods:

Method	Description
Email and Online	Your *eStatement* and *eAdvice* is sent by email to your *email* (last notified). Your *eStatement* and *eAdvice* will also be available by *online banking*.
Online only	An 'eStatement Notification' or 'eAdvice Notification' message is sent to your *email* (last notified) or to your mobile phone number (last notified) to advise you that your *eStatement* or *eAdvice* is available and/or you may access and/or download your *eStatement* or *eAdvice* by *online banking*.

You may switch the manner in which you receive *eStatements* or *eAdvices* by contacting us.

For clarity, if you elect to, you must subscribe to both *eStatements* and *eAdvices*. If you subsequently elect to unsubscribe from *eStatements* or *eAdvices*, you will be unsubscribed from both these two *electronic banking services*.

12.2 Despite the features or options offered at the time you first register to receive *eStatements* or *eAdvices*, we may stop issuing paper printouts of your statements, notices or confirmation advices at any time. However, if you ask, we agree to give paper printouts on the basis that you pay the applicable fee (see the *pricing guide or* contact us). Where we have reason to believe that notices and communications (including *eStatements* or *eAdvices*) sent to the *email* last notified has not reached you, we may, but shall not be obliged to, stop issuing *eStatements* or *eAdvices* to you, and issue paper printouts to the address you previously notified us of instead.

12.3 You must use only software compatible with the *eStatement* and *eAdvice* service to access the *eStatement* and *eAdvice*.

13. Other services and programmes

13.1 We are not responsible for any services that are not controlled by us, whether such services are available electronically or otherwise and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the *costs* in connection with it.

13.2 We may offer incentive programmes or value added services in connection with our services. These may be provided by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

14. Standard Chartered biometric login service

14.1 This clause 14 applies to and regulates your use of the Standard Chartered biometric login service provided by Standard Chartered Bank (Singapore) Limited ("the Bank" or "we" or "Standard Chartered"). By undergoing the registration process to use the Standard Chartered biometric login service, or using the Standard Chartered biometric login service, you accept and agree to this clause 14. If you do not accept this clause 14, please stop accessing or using the Standard Chartered biometric login service.

14.2 The Standard Chartered biometric login service is a service where you may use your fingerprint or face identification registered on a *permitted mobile device* in lieu of your Standard Chartered *online/mobile banking* username and *password* as a *security code* to confirm your identity to access the Bank's *mobile banking* services.

14.3 The Standard Chartered biometric login service is provided as part of the Bank's *electronic banking services*, and accordingly:

14.3.1 this clause 14 is in addition to and shall be read in conjunction with any other documents forming part of our banking agreement; and

14.3.2 in the event of any conflict or inconsistency, this clause 14 shall prevail over other provisions of the Customer Terms and to the extent of such conflict or inconsistency.

14.4 You acknowledge and agree that in order to use the Standard Chartered biometric login service:

14.4.1 You must be a valid user of our *mobile banking* services;

14.4.2 You must install our *mobile app* using a *permitted mobile device;*

14.4.3 You will need to activate the fingerprint / face recognition function on your *permitted mobile device* and register your face identification or at least one of your fingerprints to control access to the *permitted mobile device;*

14.4.4 You will be required to undergo a registration process using your Standard Chartered *online/mobile banking* username and password to choose to use the face / fingerprint identification you store on your *permitted mobile device* for accessing our *mobile banking* services; upon the successful registration process, the face / fingerprint identification stored on your *permitted mobile device* will be a *security code*;

14.4.5 You must ensure that only your face / fingerprint identification are stored on your *permitted mobile device* to access the device and you understand that upon the successful registration of your *permitted mobile device*, any face / fingerprint identification that is stored on your permitted mobile device can be used to access *mobile banking* including access to your accounts; and

14.4.6 You should ensure the security of the *security codes* as well as the *password* or code that you can use to register your face / fingerprint identification on the *permitted mobile device*.

14.5 You may still choose to access the *mobile app* using your Standard Chartered *online/mobile banking* username and *password*.

14.6 Each time the *mobile app* detects the use of a face / fingerprint identification registered on a *permitted mobile device* on which you have registered for the Standard Chartered biometric login service to access our *mobile banking* services or authorise transactions, you are deemed to have accessed the *mobile banking* services and/or instructed us to perform such transactions as the case may be.

14.7 You acknowledge that the authentication is performed by the *mobile app* by interfacing with the face / fingerprint identification authentication module on the *permitted mobile device* and that you agree to the authentication process.

14.8 You can deactivate the Standard Chartered biometric login service at any time using the left navigation menu of the *mobile app* once you are signed in.

14.9 If you inform us that the security of your face / fingerprint identification or other *security code* has been compromised, we may require you to change the *security code*, re-register your face / fingerprint identification or cease the use of the Standard Chartered biometric login service.

14.10 You acknowledge and agree that, for the purposes of the Standard Chartered biometric login service, the *mobile app* will be accessing the face / fingerprint identification registered in your *permitted mobile device*, and you hereby consent to the Bank accessing and using such information for the provision of the Standard Chartered biometric login service.

14.11 You understand the need to protect your *permitted mobile device* and shall be responsible for all use of your *permitted mobile device* (whether authorised by you or otherwise) to access the Standard Chartered biometric login service.

14.12 In addition to and without subtracting the disclaimers and exclusions of liability in the Customer Terms:

14.12.1 You understand that the face / fingerprint identification authentication module of the *permitted mobile device* is not provided by the Bank, and we make no representation or warranty as to the security of the face / fingerprint identification authentication function of any *permitted mobile device* and whether it works in the way that the manufacturer of the device represents.

14.12.2 We do not represent or warrant that the Standard Chartered biometric login service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other *electronic banking services* that we may offer from time to time.

14.12.3 Unless a law prohibits us from excluding or limiting our liability, or unless otherwise specified in our banking agreement, we are not liable for any loss you incur in connection with the use or attempted use of the Standard Chartered biometric login service, or your instructions, or any unauthorised transactions through or in connection with the Standard Chartered biometric login service.

14.12.4 You shall indemnify us from all *loss* and damage which we may incur in connection with any improper use of the Standard Chartered biometric login service.

14A. Auto OTP Service

14A.1 This clause 14A applies to your use of Auto OTP on the Standard Chartered Mobile Banking app provided by us and is in addition to and shall be read with any other documents forming part of our banking agreement. In the event of any conflict or inconsistency, this clause 14A shall prevail over other provisions of the Customer Terms and to the extent of such conflict or inconsistency.

14A.2 After your registration is completed and thereafter you log into your *mobile app*, the *one time password* for you to access our *mobile banking* services will be generated via *push notification* on your *mobile app* and verified by the *mobile app* in the background of your mobile device, instead of via *SMS* or your hardware *security token*. For any transaction on *mobile banking* that requires an additional *one time password* (after you log in to your *mobile app*) that is generated from your hardware *security token* such as adding a new payee, you will still need to generate a *one time password* from your hardware *security token*.

14A.3 Auto OTP requires you to register for this service and by doing so you acknowledge and agree that:

a. You are a registered and valid user of our *mobile banking services*; and

b. After you complete the registration process, in order for you to continue to use Auto OTP, you must ensure that *push notification* continues to be enabled on your mobile device for the *mobile app* and you have internet or mobile data connectivity.

14A.4 If for any reason the Auto OTP cannot be delivered to your mobile device, the *one time password* will be provided to you by way of *SMS* or generated from your hardware *security token*.

14A.5 Each time the *mobile app* receives the Auto OTP on your mobile device, you are deemed to have accessed *mobile banking* and/or instructed us to authenticate the session. You acknowledge that the authentication is performed by the *mobile app* by interfacing with the *push notification* function on your mobile device and that you agree to this authentication process.

14A.6 You may deactivate Auto OTP at any time using the navigation menu of the *mobile app* once you are signed into the *mobile app*.

14A.7 If you inform us that the security of your *mobile app* or other *security code* has been compromised, we may require you to change the s*ecurity code*, re-register for Auto OTP or cease the use of Auto OTP.

14A.8 In addition to the disclaimers and your liability stated in our Customer Terms:

a. You understand that the *push notifications* function of your mobile device is not provided by us, and we make no representation or warranty as to the security of the *push notifications* function of any mobile device and whether it works in the way that the manufacturer of the device represents.

b. We do not represent or warrant that Auto OTP will be accessible at all times, or function with any electronic equipment, software, infrastructure or other *electronic banking services* that we may offer from time to time

c. Unless a law prohibits us from excluding or limiting our liability, or unless otherwise specified in our banking agreement, we are not liable for any loss you incur in connection with the use or attempted use of Auto OTP, or your instructions, or any unauthorised transactions through or in connection with Auto OTP.

15. Digital Wallet Terms

15.1 These terms and conditions form a binding agreement between you and us and govern your access to and use of your *Card* through a *Digital Wallet*.

15.2 By proceeding to enroll your *Card* to the *Digital Wallet*, you agree to be bound by these Digital Wallet Terms. If you do not agree to these Digital Wallet Terms, then you should not enroll your *Card* to, or use your Card in connection with, the *Digital Wallet*.

15.3 These Digital Wallet Terms supplement, are additional to, and are to be read together with the prevailing terms applicable to your Card and/or accounts with us, including the:

a) other provisions of the Customer Terms;

b) Credit Card Terms;

c) Current/Cheque/Savings Account and Time Deposit Terms; and

d) Privacy Statement (collectively, the *Relevant Terms*).

Enrollment eligibility and use of your card through a Digital Wallet

15.4 To enroll a *Card*, please follow the enrollment instructions set out in the *Digital Wallet.* Your enrollment will be declined if the *card* is not eligible for this service, you fail the authentication process, or if your *Card* or underlying *Card account* is not in good standing or conducted in a proper or satisfactory manner as determined by us in our absolute discretion. During enrollment, you must provide us with accurate, complete and updated information. You must immediately notify us in the event of any change in the information provided. You are responsible for any consequences if inaccurate, incomplete or outdated information is used for enrollment.

15.5 For *Card accounts* which have supplementary *cards*, only the principal *card* should be enrolled. We will treat any enrollment of the supplementary *card*, and any amounts charged to the supplementary *card* through the *Digital Wallet*, as transactions on the *Card* by the principal *cardholder*, and the charges may be reflected as such in the statements for such *Card accounts.* We will send all notifications only to the principal *cardholder's* registered *mobile phone number* with us, and this includes any verification or authentication messages on which action may be required. If action is required, we may choose to only accept a response from the principal *cardholder* or via the principal *cardholder's* mobile phone failing which a pending enrollment or transaction may be rejected.

15.6 A *Card* enrolled to the *Digital Wallet* can be used to

make contactless payments at *merchants* who accept such contactless payments by the *Digital Wallet*, or an "in-app" purchase where payment by the *Digital Wallet* is accepted. Such payment must be made on your *Device* rather than transacting with your physical *Card*. We may impose a cap on the amount per transaction entered into through the *Digital Wallet*.

15.7 We currently do not impose any additional fees for using your *Card* through the *Digital Wallet*. However, your telecommunications or wireless provider may impose web-enablement, data usage, text messaging fees or other charges for your use of the *Digital Wallet.* You shall be solely responsible for such charges. If you are traveling overseas, you should ensure you fully understand what and how much these charges are.

15.8 We will determine, in our sole discretion, which *Cards* will be eligible for use through the *Digital Wallet*. We reserve the right to decline any enrollment of a *Card* to a *Digital Wallet*.

Availability of Digital Wallet

15.9 The *Digital Wallet* is made available by the *Digital Wallet Provider* on compatible *Devices*. There are some things that we are not responsible for because they are out of our control or they relate to how the *Digital Wallet* works or some other system that the *Digital Wallet Provider* uses which includes but is not limited to (i) the performance or operation of your *Device*; (ii) the performance or operation of the *Digital Wallet*; and (iii) if the *Digital Wallet Provider* stops or suspends you from using the *Digital Wallet* or your *Device* no longer works with the *Digital Wallet*.

Liability

15.10 You are responsible for keeping your *Security Credentials* confidential and preventing fraudulent or unauthorised usage of your *Card* through the *Digital Wallet* or *Device*. These include choosing a strong login password, keeping your login password confidential and ensure that you do not store anyone else's finger print within your *Device*. Examples of how to keep your *Security Credentials* safe are set out in our guidelines and terms and conditions that we or the *Digital Wallet Provider* may issue from time to time. You must read through these carefully and ensure you follow them.

15.11 The *Security Credentials* will be treated as *Card* details. Consenting to another person using your *Device* by allowing them to register their login password or finger print in your *Device* will be treated as you failing to keep your *Security Credentials* safe. The consequences of failing to keep your *Security Credentials* safe will be the same as for all other *Card* details (for example, we may not be liable to refund you for unauthorised transactions where you consent to them being used by others).

15.12 It is your responsibility to report to us immediately when you suspect or come to realise that:

a) Your *Card* or *Device* has been lost, stolen or tampered with.

b) Someone else knows your *Security Credentials*.

c) There has been unauthorised access to your *Card, Security Credentials* or *Digital Wallet.*

15.13 You must delete your *Card* from *Digital Wallet* before you dispose of your *Device* or pass your *Device* temporarily to someone else, for example, for it to be repaired.

15.14 You agree to be liable for all instructions or transactions effected on your *Card* through the *Digital Wallet* which are posted to your *Card account* regardless of whether or not the transaction was properly authorised by you. In this regard, you acknowledge the ease with which unauthorised transactions may be carried out through the *Digital Wallet* and accept all risks associated with such transactions. All such instructions and transactions are irrevocable and binding on you.

15.15 Without prejudice to the generality of the above, your liability for disputed transactions on your *Card* through the *Digital Wallet* effected after such loss, theft (including loss or theft of your Device), unauthorised use or disclosure is as set out in clause 20 (Liability for transactions) of our Customer Terms.

Privacy and sharing of data

15.16 You agree that we may collect, disclose, store and use technical, transactional, location or other general or personal information about you and your use of the *Card* through the *Digital Wallet*, including any information communicated to us relating to your use of the *Card* and/or *Digital Wallet*. You agree and acknowledge that we can disclose such data and information to: (a) the *Digital Wallet Provider* that supports the *Card* as well as the *Digital Wallet Provider's* sub-contractors, agents and affiliates and where required, their regulators and authorities; and (b) the relevant payment network stated on your *Card* and the payment network's sub-contractors, agents and affiliates and where required, their regulators and authorities. We will also make certain account and transactional information relating to each enrolled *Card* available for display on your *Digital Wallet*, and this may include information such as your most recent transactions or other data relating to you and/or the enrolled *Card*. Where applicable, you may be able to customise or decline having such data displayed on your *Digital Wallet*, please check with your *Digital Wallet Provider* on whether you can turn off this feature manually.

15.17 By signing up for this service and enrolling your *Card* to the *Digital Wallet*, you agree and consent to us sending you electronic messages through the *Digital Wallet*. This may include marketing messages and service messages. Such consent will also prevail even if you are registered or subsequently register your contact information with the national *Do Not Call Registry*.

Suspending / reinstating / removing / replacing / renewing your card in the wallet

15.18 You may use an application developed by your *Digital Wallet Provider* or contact your *Digital Wallet Provider* to suspend or reinstate a *Card* in the *Digital Wallet*. You can also contact us to suspend or reinstate your *Card* in the *Digital Wallet.*

15.19 You can remove your *Card* from the *Digital Wallet* by deleting it from your *Digital Wallet* or contacting the *Digital Wallet Provider* or us. Once you have removed your *Card* from the *Digital Wallet*, you will have to re-enroll your *Card* if you wish to use it through the *Digital Wallet* again.

15.20 Should you suspend or remove your *Card* from the *Digital Wallet*, you may still continue to use your physical *Card* for transactions and purchases other than through the *Digital Wallet*, provided your *Card account* with us is valid, subsisting and in good standing.

15.21 Where your *Card* is replaced due to a reported loss, theft or fraud, the original *Card* will be rendered inactive from your *Digital Wallet* by us. Upon receipt of your replacement *Card,* you will have to re-enroll the replacement *Card* for your *Digital Wallet*.

15.22 When you turn off your device password or erase/

restore your *Device*, your *Card* from the *Digital Wallet* will be deleted, and you will have to re-enroll the *Card* for your *Digital Wallet* again.

15.23 For security reasons, from time to time you may be asked to re-enroll your *Card* to the *Digital Wallet*. If you do not do so upon such request, you will not able to use you *Card* for any purchase through the *Digital Wallet*.

15.24 When your *Card* is close to its expiry date, we will send you a renewal *Card*. Upon your activation of the renewal *Card*, we will automatically update the renewal *Card* information in your *Digital Wallet* and you will not be required to enroll your renewal *Card*.

Changes to participation in the Digital Wallet and Digital Wallet terms

15.25 Subject to applicable laws and regulation, we may (i) terminate your use of the *Card* through the *Digital Wallet*, (ii) modify or suspend the type or dollar amounts of transactions allowed using the *Card* through the *Digital Wallet*, (iii) change a *Card's* eligibility for use through the *Digital Wallet* and/or (iv) change the *Card* authentication process at any time.

15.26 If we have canceled or suspended your *Card* in accordance with the *Relevant Terms*, you will not be allowed to use it through your *Digital Wallet*. Please note that this is the case even though you may still see a symbol for the *Card* on your *Digital Wallet* or *Device*.

15.27 We may revise these Digital Wallet Terms at any time by updating these terms on our website without notice to you. You are bound by such revisions and should therefore review the current Digital Wallet Terms as posted on our website from time to time.

Intellectual Property

15.28 The copyright of the contents, including patents, trade secrets, trademark, service marks, images, graphics, logos displayed (collectively intellectual property) are either owned by or licensed to us or the *Digital Wallet Provider*. You do not acquire any ownership to the intellectual property by enrolling or using your *Card* through the *Digital Wallet*. You agree not to (i) use, modify, disseminate, edit, adapt or reproduce such intellectual property without our prior consent; or (ii) challenge their validity or our ownership of or rights to them.

Disclaimers

15.29 We are not the provider of the *Digital Wallet* and we do not give any warranty over the use of the *Digital Wallet*. We are not responsible or liable in any manner whatsoever for any fault, delay or failure in using the *Digital Wallet* for any transaction. You acknowledge that your use of the *Card* through the *Digital Wallet* may be affected, disrupted or terminated for reasons outside of our control. We will not be liable for any claim arising from or related to your use (or failure to use) of your *Card* through the *Digital Wallet*. We are not responsible for the performance of the *Digital Wallet Provider* or any other third parties regarding any arrangement or agreement you enter into with them in relation to the *Digital Wallet*. The speed and reliability of service of your internet or mobile connection is dependent solely on your respective internet and/or mobile service providers and we are not responsible for the same.

15.30 You shall indemnify and keep us fully indemnified against any loss, damage, liability, cost and expense which we may suffer or incur (including legal costs on an indemnity basis) arising out of or in connection with your enrollment and use of your *Card* through the *Digital Wallet,* including but without limitation, our enforcement of these terms and conditions, save to the extent such loss arises from our own negligence, fraud or willful default.

15.31 You shall ensure that you comply with all applicable laws and not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law or regulation in any jurisdiction to which you are subject. We will not be responsible for your illegal or unauthorised use of the *Card* or *Digital Wallet*. You agree not to carry out any action or otherwise use any device, software or routine to interfere or attempt to interfere with the proper working of the *Card* or *Digital Wallet*, including circumventing or attempting to circumvent any user authentication or security measures that have been put in place in this respect.

Meaning of words used in this clause 15

Words in capitals not otherwise defined here are defined and explained in the *Relevant Terms*.

Card: Selected *credit cards* and *debit cards* issued by the Bank to individuals which are eligible for enrolment in the Digital Wallet. *Credit cards* or *debit cards* which have been issued to businesses are not eligible for enrolment in the *Digital Wallet*.

Device**:** An electronic device such as a computer, smart phone, tablet, smart watch or other such device.

Digital Wallet**:** An application of a *Device* that allows you to enrol your *Card* and use your *Card* to make commercial purchases through such *Device* rather than transacting with your physical *Card*, whether through the internet or at a physical store.

Digital Wallet Provider: Third party technology provider who owns the *Digital Wallet*, their sub-contractors, agents and affiliates.

Do Not Call Registry**:** The Do Not Call Registry is a national database for subscribers to register their Singapore telephone numbers if they choose not to receive unsolicited telemarketing messages.

Security Credentials: Your user ID, login password and finger print(s) which are required to access your *Digital Wallet*.

15A. Terms and Conditions for use of PayNow with Standard Chartered

These terms and conditions ("**Terms**") apply to your use of PayNow provided by Standard Chartered Bank (Singapore) Limited.

With PayNow, you can link your NRIC number and/or *mobile phone number* to one of your Bank Accounts. Upon registration, you can provide your Registration Type information to any payer in order to receive funds into your Linked Account. For the purpose of these Terms, the term "PayNow" shall be read to include PayNow QR Service (as defined below).

By completing your PayNow Registration, proceeding with a PayNow Transfer or making a PayNow QR Transaction via PayNow, you agree that:

a. you are bound by these Terms (as may be amended from time to time);

b. these Terms are in addition to the Bank's Customer Terms, the Current/Cheque/Savings Account and Time Deposit Terms, and any other documents forming part of our banking agreement (collectively, "**Relevant Terms**"). Such terms may be accessed at

https://www.sc.com/sg/terms-and-conditions/personal-banking/;

c. the meaning of key words printed in italicised fonts like *this* is explained in our Customer Terms. Some additional key words which apply to the services referred to in these Terms are defined in these Terms; and

d. if there is any conflict or inconsistency, these Terms shall prevail over the Relevant Terms to the extent of such conflict or inconsistency.

Section 1

15A.1 The following definitions apply for the purposes of these Terms:

a. "**Bank Account**" means a valid Singapore Dollar current/cheque/savings *account* maintained with the Bank.

b. "**Existing PayNow Payee**" has the meaning set out at clause 19.

c. "**Linked Account**" has the meaning set out at clause 3(d).

d. "**One-Time PayNow Transfer**" means a one-time PayNow Transfer to any PayNow Registered User who is not one of your Existing PayNow Payees.

e. "**Participating Bank**" means a bank, including us, that participates in providing PayNow to its customers.

f. "**PayNow Corporate Registered User**" means any entity that has registered and remains registered with a Participating Bank to receive funds via PayNow.

g. "**PayNow Individual Registered User**" means any individual who has registered and remains registered with a Participating Bank to receive funds via PayNow.

h. "**PayNow QR Code**" means the unique two-dimensional barcode generated by a Participating Bank for a PayNow Registered User for the purpose of identifying a PayNow QR Payee.

i. "**PayNow QR Transaction**" means a PayNow Transfer made to a PayNow QR Payee utilising the PayNow QR Service.

j. "**PayNow QR Payee**" means a PayNow Registered User who has the ability to generate a personalized PayNow QR Code for the purposes of requesting funds to be transferred to him/her/it through the PayNow QR Service.

k. "**PayNow QR Service**" refers to the PayNow QR Code service described in clause 24 below.

l. "**PayNow Recipient**" means the PayNow Registered User whose Proxy Information has been provided to the Bank for the purposes of effecting a PayNow Transfer.

m. "**PayNow Registered User**" means a PayNow Individual Registered User or a PayNow Corporate Registered User.

n. "**PayNow Registration**" means your registration with the Bank to use PayNow.

o. "**PayNow Transfer**" means a transfer of funds from any of your Bank Account(s) to a PayNow Recipient via PayNow.

p. "**Proxy Information**" means such PayNow Recipient's proxy details (including NRIC number, *mobile phone number* or such other unique identifier) as may be registered with the relevant Participating Bank.

q. "**Registration Type**" means your NRIC number and/or your mobile phone number.

Section 2

A. PayNow Registration

15A.2 In order to receive funds via PayNow, you must complete your PayNow Registration. If you intend to make a PayNow Transfer only, you do not need to complete a PayNow Registration.

15A.3 To complete your PayNow Registration with the Bank:

a. you must have one or more Bank Accounts;

b. you must be a valid user of the Bank's *electronic banking services*;

c. you must have a *mobile phone number* on file with us;

d. subject to clauses 4 and 5, you must choose at least one Registration Type and link the chosen Registration Type to one of your Bank Accounts (the "**Linked Account**") to receive funds via PayNow;

e. you must create a display name; and

f. you must be a first-time registrant of PayNow for the Registration Type that you choose. If you had previously registered for PayNow with another Participating Bank and now choose to use the same Registration Type for your PayNow Registration with us, you must first deregister with it before you can proceed with your PayNow Registration with us.

15A.4 If you select a joint Bank Account as your Linked Account, such selection will supersede any prior instructions you and your joint account holders have given to the Bank. That is, the Bank will accept such registration even if such joint Bank Account normally requires the instruction of all account holders to process transactions, and you agree to indemnify the Bank for any *losses* we incur in acting upon such instructions.

15A.5 Subject to clause 3(f), in choosing your Registration Type:

a. if you are a citizen or permanent resident of Singapore, you may choose your NRIC number or your *mobile phone number*, or both;

b. if you are neither a citizen nor permanent resident of Singapore, you must use your *mobile phone number*.

6. Your PayNow Registration is subject to approval by the Bank. If your PayNow Registration is successful, you will receive an *SMS* acknowledgment upon completion.

B. Changes after your PayNow Registration

15A.7 If there are any changes to your Registration Type, for example if you change or discontinue using your

mobile phone number, you must notify the Bank immediately. After the Bank updates its records, the link between that Registration Type and your Linked Account will be automatically deleted. You must then re-register for PayNow using the new Registration Type.

15A.8 If you have not deregistered your Registration Type with the Bank and we are informed by another Participating Bank that it had received an application to register your Registration Type with them, the Bank will attempt to contact you at your *mobile phone number* and/or your *email* to verify. If the Bank's attempts to contact you remain unsuccessful after 3 business days, the Bank will automatically deregister your Registration Type with us and notify you at your *email* and address last notified to the Bank.

C. Receiving funds via PayNow

15A.9 The Bank shall not be liable for any *losses* you may suffer as a result of your failure to receive funds via PayNow if:

a. your Linked Account is closed, frozen or inaccessible for any reason; or

b. you fail to provide complete, accurate and up to date information about your Registration Type to the payer.

15A.10 You acknowledge that your use or generation of any PayNow QR Code to receive funds is at your own risk, and that you shall be responsible for verifying the actual receipt of funds by you or your payee.

15A.11 If you know or have been informed that you have received funds through PayNow that you are not entitled to, you shall promptly inform the Bank, and shall cooperate with the Bank on any of the Bank's requests regarding any investigation and/or the return of the funds to the payer. You shall provide us with instructions on whether to transfer the sum (which was sent in error to you) back to the sender of the funds. You understand that any retention or use of sums erroneously transferred to you where you have had notice of the erroneous transaction may be an offence under the Penal Code (Cap. 224).

15A.12 We shall not be responsible for any liabilities or expenses that are incurred by you as a result of your use of the PayNow QR Code, or any error in any PayNow QR Code generated by you or any third party or any *loss* or damage suffered by or claimed against you in connection with your use or generation of any PayNow QR Code.

15A.13 You agree to indemnify us against and/or pay us all *losses*, damages, expenses that we incur as a result of any dispute you have or may have with your beneficiaries or any person about your use or generation of any PayNow QR Code.

D. Your information

15A.14 The details of your PayNow Registration including information regarding your Linked Account, your *mobile phone number* and/or your NRIC number (depending on your Registration Type), your display name, and your name (collectively, "**Your Data**") will be collected and stored in a central database, which is managed and operated by Banking Computer Services Private Limited ("**BCS**") for all the Participating Banks including the Bank.

15A.15 By completing your PayNow Registration, you consent to the Bank disclosing:

a. Your Data to BCS for its use, processing, archival, and disclosure to its service providers, a Participating Bank and its customers, for the purposes of providing, maintaining and enhancing PayNow and related services to the Participating Banks and their customers; and

b. Your Data to a Participating Bank and its customers to determine whether you have completed a PayNow Registration and for its use and processing funds transfers via PayNow.

15A.16 You acknowledge that any PayNow QR generated by the Bank at your request will embed information in relation to Your Data which is accurate as at the time of PayNow QR Code generation, and you are responsible for discontinuing your or any other third party's use of any PayNow QR Code that you may have generated. You must ensure the accuracy and completeness of any information embedded in any PayNow QR code generated by you.

15A.17 You must permit the Bank's *mobile app* to access the photo library or other such functions that store images or photos in your mobile device in order for you to save your generated PayNow QR Code to your mobile device, and to import PayNow QR Code from such photo library or other functions and you acknowledge that you will hold the Bank harmless from any *losses* that you may suffer as a result of your doing so.

15A.18 You must permit the Bank's *mobile app* to access the messaging applications and such other applications as may be applicable on your mobile device in order for you to share your generated PayNow QR Code from your mobile device with third parties to request for funds using PayNow, and you acknowledge that you will hold the Bank harmless from any *losses* that you may suffer as a result of your doing so.

Section 3

E. PayNow Transfers

15A.19 You may create a list of PayNow Registered Users as your payees for PayNow Transfers (each an "**Existing PayNow Payee**"). For PayNow Transfers to your Existing PayNow Payees, the transfer limit will be the same as the limit that is set for your transfers using FAST.

15A.20 Alternatively, you may make a One-Time PayNow Transfer. The total maximum daily transfer limit for all One-Time PayNow Transfers and PayNow QR Transactions (calculated on a cumulative basis) is S$1,000.00. For One-Time PayNow Transfers, if you wish to transfer an amount higher than S$1,000.00, you must add the PayNow Registered User as an Existing PayNow Payee. For PayNow QR Transactions, if you wish to transfer an amount higher than S$1,000.00 within the same day, you may do so up to a maximum cumulative amount of S$10,000.00 (including One-Time PayNow Transfers) by entering an additional *PIN* / *password* or *one time password*. These daily cumulative limits are set out in the table below for clarity:

<table>
<tr><th>Daily Cumulative Amount across One-Time PayNow Transfers and PayNow QR Transactions</th><th>One-Time PayNow Transfers</th><th>PayNow QR Transactions</th></tr>
<tr><td>S$1,000.00 or less</td><td colspan="2">One-Time PayNow Transfers and PayNow QR Transactions can be performed.</td></tr>
<tr><td>More than S$1,000.00 but not more than S$10,000.00</td><td rowspan="2">One-Time PayNow Transfers cannot be performed.

You must add the PayNow Registered User as an Existing PayNow Payee to perform a PayNow Transfer.</td><td>Pay Now QR Transactions can be performed by entering an additional PIN / password.</td></tr>
<tr><td>More than S$10,000.00</td><td>Pay Now QR Transactions cannot be performed.</td></tr>
</table>

15A.21 If you are using *mobile banking* to make a PayNow Transfer and the recipient is a PayNow Registered User who uses his/her mobile phone number to receive funds via PayNow, you can permit the Bank's *mobile app* to access the contact list in your mobile device in order for you to retrieve the recipient's mobile phone number directly from the contact list. If you do so, you acknowledge that (a) the Bank is not collecting or using any personal data in the contact list in your mobile device and (b) you will hold the Bank harmless from any *losses* that you may suffer as a result of you doing so.

15A.22 When you make a PayNow Transfer (including a One-Time PayNow Transfer and PayNow QR Transactions), you shall be responsible for and shall ensure the accuracy and completeness of the information that you provide including the PayNow Recipient's details to the Bank. We will not and shall not be obliged to validate the accuracy of the recipient's details.

15A.23 Unless otherwise specified in our banking agreement, all transactions made through PayNow using your Bank Account shall be binding on you and, we shall not be liable to you for any PayNow Transfers you make in error.

15A.24 With the PayNow QR Service, you can send payments from your eligible *source account* to a PayNow QR Payee by simply scanning the PayNow QR Payee's PayNow QR Code using the *mobile app* installed on your mobile device. You must permit the Bank's *mobile app* to access the camera function in your mobile device in order for you to scan the PayNow QR Code, and you acknowledge that you will hold the Bank harmless from any *losses* that you may suffer as a result of you doing so. You must permit the Bank's *mobile app* to access the photo library or other such functions that store images or photos in your mobile device in order for you to import a PayNow QR code saved to your device, and you acknowledge that you will hold the Bank harmless from any *losses* that you may suffer as a result of your doing so.

15A.25 To execute a PayNow QR Transaction, you shall:

a. scan the PayNow QR Payee's PayNow QR Code using the *mobile app*;

b. enter the PayNow QR Transaction amount if necessary;

c. enter any other information if necessary; and

d. authorise the PayNow QR Transaction.

15A.26 By authorising a PayNow Transfer, you acknowledge that your *source account* will be debited with the transaction amount without requiring your signature or any *PIN/password.*

15A.27 You are responsible for ensuring that the details of each PayNow Transfer authorised by you are accurate. All transactions made through PayNow using your Bank Account shall be binding on you. You undertake to be liable for all PayNow Transfers that are debited from / posted to your *source account*, even if executed by you in error.

15A.28 At any time, we reserve the right to:

a. refuse to allow your *source account* to be debited for a PayNow Transfer;

b. determine which *source account* will be eligible for use for a PayNow Transfer; or

c. modify, terminate or discontinue PayNow temporarily or permanently,

without giving you any prior notice or reason. You agree that we will not be liable to you or any third party for any block, restriction, suspension, disqualification or termination of your use of the *source account* or PayNow.

15A.29 We are not liable for:

a. the refusal by any PayNow Recipient to accept a PayNow Transfer; and

b. any defect or deficiency in the goods or services supplied to you by a PayNow Recipient.

15A.30 You acknowledge that our ability to assist you with resolving any complaint or dispute that you may have with any PayNow Recipient is limited and dependent on different factors including but not limited to the nature of the dispute or complaint and the payment network on which the PayNow Transfer was made. Accordingly, where we are unable to help, you agree to resolve any complaint or dispute against any PayNow Recipient directly.

Section 4

15A.31 You are prohibited from using PayNow on any *electronic equipment* that you know or have reason to believe has had its security or integrity compromised (for example, where the device has been "jail broken" or "rooted"). You will be solely liable for any *losses* incurred as a result of your use of PayNow on a compromised *electronic equipment*.

15A.32 You undertake that you shall not use PayNow for any improper purpose (including any form of data harvesting or data mining). You shall indemnify us from all *losses* which we may incur in connection with your improper use of PayNow.

15A.33 We shall not be responsible for any improper or unauthorised use of PayNow and/or PayNow QR Code by you or any other person.

15A.34 You acknowledge that you are solely responsible for obtaining and maintaining any hardware, software, equipment and communications network access necessary for the use or generation of any PayNow QR Code.

15A.35 We do not represent or warrant that PayNow will be accessible at all times (due to regular maintenance, servicing or any other reason), or that any particular merchant will accept payments utilising PayNow. The Bank shall not be liable for any *losses* whatsoever due to the availability or non-availability of PayNow, any delay or non-transmission of funds (a) to you via PayNow or (b) to any recipient of a PayNow Transfer that you undertake, or any *loss*, injury or inconvenience which you may suffer as a result of using PayNow.

15A.36 These Terms are governed by the laws of Singapore and parties submit to the non-exclusive jurisdiction of the courts of Singapore.

15B. Terms and Conditions for use of NETS QR with Standard Chartered

These terms and conditions ("**Terms**") apply to your use of NETS QR provided by Standard Chartered Bank (Singapore) Limited.

With NETS QR, you can scan NETS QR Codes at participating retailers or merchants to make payments. For the purpose of these terms, the term "NETS QR" shall be read to include the NETS QR Service (as defined below).

By making a NETS QR Transaction via the SC *mobile app*, you agree that:

a. you are bound by these Terms (as may be amended from time to time);

b. these Terms are in addition to the Bank's Customer Terms, the Current/Cheque/Savings Account and Time Deposit Terms, and any other documents forming part of our banking agreement (collectively, "**Relevant Terms**"). Such terms may be accessed at https://www.sc.com/sg/terms-and-conditions/personal-banking/;

c. the meaning of key words printed in italicised fonts like *this* is explained in our Customer Terms. Some additional key words which apply to the services referred to in these Terms are defined in these Terms; and

d. if there is any conflict or inconsistency, these Terms shall prevail over the Relevant Terms to the extent of such conflict or inconsistency.

Section 1

15B.1 The following definitions apply for the purposes of these Terms:

a. **"Bank Account"** means a valid Singapore Dollar current/cheque/savings account maintained with the Bank.

b. **"NETS QR Code"** refers to the unique two-dimensional barcode enabled by NETS for merchants and which follows the Singapore Quick Response Code ("**SGQR**") framework. For the avoidance of doubt, "NETS QR Code" does not include any other NETS QR code which does not follow the SGQR framework.

c. **"NETS QR Service"** refers to the NETS QR Service described in clause 2.

d. **"NETS QR Transaction"** means a payment made by scanning a NETS QR Code using the NETS QR Service.

Section 2

A. NETS QR Transactions

15B.2 With the NETS QR Service, you can make payments from your eligible *source account* by simply scanning the NETS QR Code using the SC *mobile app* installed on your mobile device. You must permit the Bank's *mobile app* to access the camera function in your mobile device in order for you to scan the NETS QR Code, and you acknowledge that you will hold the Bank harmless from any *losses* that you may suffer as a result of you doing so. You must permit the Bank's *mobile app* to access the photo library or other such functions that store images or photos in your mobile device in order for you to import a NETS QR code saved to your device, and you acknowledge that you will hold the Bank harmless from any *losses* that you may suffer as a result of your doing so.

15B.3 To execute a NETS QR Transaction, you shall:

a. scan the NETS QR Code using the SC *mobile app*;

b. enter the NETS QR Transaction amount if necessary;

c. enter any other information (such as description of the NETS QR Transaction and changing the debiting account) if necessary; and

d. authorise the NETS QR Transaction.

4. By authorising a NETS QR Transaction, you acknowledge that your *source account* will be debited with the transaction amount without requiring your signature or any *PIN*/ *password* or *one time password.*

5. You are responsible for ensuring that the details (including the merchant name and payment amount) of each NETS QR Transaction authorised by you are accurate. All transactions made through NETS QR using your Bank Account shall be binding on you. You undertake to be liable for all NETS QR Transactions that are posted to your *source account*, even if executed by you in error.

6. At any time, we reserve the right to:

a. refuse to allow your *source account* to be debited for a NETS QR Transaction;

b. determine which *source account* will be eligible for use for a NETS QR Transaction; or

c. modify, terminate or discontinue NETS QR temporarily or permanently,

without giving you any prior notice or reason. You agree that we will not be liable to you or any third party for any block, restriction, suspension, disqualification or termination of your use of the *source account* or NETS QR.

15B.7 We are not liable for:

a. the refusal by any merchant to accept a NETS QR Transaction; and

b. any defect or deficiency in the goods or services supplied to you by the recipient/ merchants accepting these NETS QR Transactions.

15B.8 You acknowledge that our ability to assist you with resolving any complaint or dispute that you may

have with any recipient or merchant accepting these NETS QR Transactions is limited and dependent on different factors including but not limited to the nature of the dispute or complaint and the payment network on which the NETS QR Transaction was made. Accordingly, where we are unable to help, you agree to resolve any complaint or dispute against any recipient or merchant accepting these NETS QR Transactions directly.

15B.9 The total maximum transfer limit for NETS QR Transactions (calculated on a cumulative basis) daily is S$1,000.00. If you wish to transfer a higher amount within the same day, you may do so up to a total maximum cumulative amount of S$10,000.00 by entering an additional *PIN* / *one time password*.

Section 3

15B.10 You are prohibited from using NETS QR on any *electronic equipment* that you know or have reason to believe has had its security or integrity compromised (for example, where the device has been "jail broken" or "rooted"). You will be solely liable for any *losses* incurred as a result of your use of NETS QR on a compromised *electronic equipment*.

15B.11 Unless otherwise specified in our banking agreement, all transactions made through NETS QR using your Bank Account shall be binding on you and, we shall not be liable to you for any NETS QR Transactions you make in error.

15B.12 You undertake that you shall not use NETS QR for any improper purpose (including any form of data harvesting or data mining). You shall indemnify us from all *losses* which we may incur in connection with your improper use of NETS QR.

15B.13 We shall not be responsible for any improper or unauthorised use of NETS QR and/or NETS QR Code by you or any other person.

15B.14 We do not represent or warrant that NETS QR will be accessible at all times (due to regular maintenance, servicing or any other reason), or that any particular merchant will accept payments utilising NETS QR. The Bank shall not be liable for any *losses* whatsoever due to the availability or non-availability of NETS QR, any delay or non-transmission of funds (a) to any recipient of a NETS QR Transaction that you undertake, or any *loss*, injury or inconvenience which you may suffer as a result of using NETS QR.

15B.15 These Terms are governed by the laws of Singapore and parties submit to the non-exclusive jurisdiction of the courts of Singapore.

15C. soCash Terms

15C.1 These terms and conditions apply to your use of *soCash* provided by us in partnership with SoCash Pte Ltd ("**SCPL**") and are additional to other documents forming part of our banking agreement. With *soCash*, and using your SC *mobile app*, you can obtain cash that is debited from your *account* at Participating Merchant outlets (a "**soCash Transaction**") and, avoid the hassle of finding an ATM. It is secured and there is no need for registration.

15C.2 By proceeding with a soCash Transaction, you agree to be bound by these soCash Terms. If you do not agree to these soCash Terms, then you should not proceed with a soCash Transaction.

15C.3 To perform a soCash Transaction, you must satisfy the following criteria:

a. You must have one or more Bank Accounts;

b. You must have downloaded our *mobile app* and be a valid user of *mobile banking*.

15C.4 Each soCash Transaction that you proceed with has a validity period of five hours. If you do not complete the soCash Transaction within the validity period, it will expire and be automatically cancelled, and we will not proceed to act on your instruction.

15C.5 We do not represent or warrant that *soCash* will be available at all times (due to regular maintenance, servicing or any other reason) or that there will be a *Participating Merchant* near you at all times. We shall not be liable for any liability, loss, damage, cost and/or expenses whatsoever due to any delay or any unsuccessful soCash Transaction as a result of the unavailability of *soCash* or the unavailability of a *Participating Merchant* near you.

15C.6 Subject to clause 15C.7, you shall be responsible to ensure that the amount of cash that you receive from the *Participating Merchant* is the same amount instructed by you in your soCash Transaction.

15C.7 If you receive a transaction acknowledgment on your *mobile app* that you had successfully completed a SoCash Transaction but the *Participating Merchant* fails and/or refuses to hand over the cash (whether wholly or partly only) to you, please inform us by calling us at 1800 747 7000 (Personal Banking) or 1800 846 8000 (Priority Banking) within 24 hours of the transaction.

15C.8 If your soCash Transaction was not successfully completed and you were not able to obtain the cash (e.g. you are unable to find the *Participating Merchant's* location, your soCash Transaction was directed to a *Participating Merchant* that you did not select or, a failure by the *Participating Merchant* to process an authentication of your soCash Transaction) but the amount (the "**Relevant Amount**") had been debited from your Bank Account, you must inform us within 24 hours of the transaction. You shall provide any information reasonably requested by us to ascertain the status of the transaction. Without prejudice to our rights, we will refund the Relevant Amount into your *Bank Account* pending our investigations. If we subsequently determine that you did in fact obtain the Relevant Amount in cash, you consent to us reversing the refund and accordingly debiting your *Bank Account* for the Relevant Amount.

15C.9 We shall not be liable for any losses or damage you may suffer as a result of your failure to successfully complete a soCash Transaction if:

a. Your *Bank Account* is closed, frozen or inaccessible for any reason; or

b. You are unable to log in into your *mobile app* because you incorrectly keyed in or forgot your *mobile banking user ID* or login password, or keyed in an invalid *mobile banking user ID* or login password.

15C.10 If you have received cash from a *Participating Merchant* that is more than what you input for your soCash Transaction, you shall promptly inform us,

and shall cooperate with us on any of our requests regarding any investigation and/or the return of the funds to the *Participating Merchant*.

15C.11 We shall be entitled to specify minimum and/or maximum amounts for your soCash Transactions, and also the maximum number of soCash Transactions that you can perform in a day or such other specified time period, whether relating to the use of soCash generally or with particular *Participating Merchants*. These are set out in our soCash Frequently Asked Questions, which we may revise periodically.

15C.12 Each successful soCash Transaction will have a transaction reference number attached to it. In addition, each customer who uses *mobile banking* has a unique identifier number assigned by us for purposes of our registration of the customer for *mobile banking*. The transaction reference number and your unique identifier number and the date, time, amount of cash instructed and status of your soCash Transaction will be disclosed to and used by SCPL for the purposes of (a) preparing reports for us and (b) reconciling the number of successful soCash Transactions performed against the amount that we have to pay to the *Participating Merchants* for settlement.

15C.13 You undertake that you shall not use *soCash* for any improper purpose (including any form of data harvesting).

Meaning of words used in this clause 15C

Words in capital not otherwise defined here are defined and explained in the *Relevant Terms*.

"***soCash***" is a service provided by us in partnership with SCPL as part of our *mobile banking* services and which allows you to perform a soCash Transaction.

"***Participating Merchant***" means a merchant that has a retail outlet at which you can obtain cash that is debited from your *Bank Account* for purposes of a soCash Transaction.

15D. Standard Chartered Mobile Key Service Terms

15D.1 These terms and conditions apply to and regulate your use of the Standard Chartered Mobile Key service provided by us. By undergoing the registration process to use the Standard Chartered Mobile Key service and/or using the Standard Chartered Mobile Key service, you accept and agree to these Standard Chartered Mobile Key Service Terms. If you do not accept these terms, please stop accessing or using the Standard Chartered Mobile Key service.

15D.2 The Standard Chartered Mobile Key service is provided as part of our *electronic banking services*, and accordingly:

a. these Standard Chartered Mobile Key Service Terms are in addition to and shall be read with our privacy notice published on our website and any other documents forming part of our banking agreement;

b. the meaning of key words printed *like this* is explained in our Customer Terms; and

c. in the event of any conflict or inconsistency, these terms shall prevail over the other provisions of the Customer Terms and to the extent of such conflict or inconsistency.

15D.3 You acknowledge and agree that in order to use the Standard Chartered Mobile Key service:

a. you will be required to undergo a registration process using 2FA via *SMS* and set up a PIN for your Standard Chartered Mobile Key as a *security code* to confirm your identity to access the Bank's *electronic banking services*; and

b. after you complete the registration process, in order for you to continue to use the Standard Chartered Mobile Key service (which utilises *Push Notification*), you must ensure that *Push Notification* continues to be enabled on your mobile device for the *mobile app*.

15D.4 If you inform us that the security of your *mobile app* or *security code* has been compromised, or that the *electronic equipment* which you use to access any *electronic banking services* is lost or stolen, we may require you to change the *security code*, re-register for the Standard Chartered Mobile Key service or cease the use of the Standard Chartered Mobile Key service.

15D.5 You are responsible for:

a. the security code used to access the Standard Chartered Mobile Key service; as well as

b. the security of your mobile device

15D.6 In addition to and without prejudice to the disclaimers and exclusions of liability in the Customer Terms:

a. we do not represent or warrant that the Standard Chartered Mobile Key service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other *electronic banking services* that we may offer from time to time;

b. unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with the use or attempted use of the Standard Chartered Mobile Key service, or your instructions, or any unauthorised transactions through or in connection with the Standard Chartered Mobile Key service; and

c. you shall indemnify us from all loss and damage which we may incur in connection with any improper use of the Standard Chartered Mobile Key service.

15E. Inbox Notifications Service Terms

15E.1 These terms and conditions apply to your use of the Inbox Notifications service provided by us.

15E.2 The Inbox Notifications service is provided as part of our *electronic banking services*, and accordingly:

a. these Inbox Notifications Service Terms are in addition to and shall be read with our privacy notice published on our website and any other documents forming part of our banking agreement;

b. the meaning of key words printed *like this* is explained in the Customer Terms unless defined in these terms; and

c. in the event of any conflict or inconsistency, these terms shall prevail over the other provisions in the Customer Terms to the extent

of such conflict or inconsistency.

15E.3 By using the Inbox Notifications service, you acknowledge and agree that:

a. unless otherwise specified in our banking agreement, you shall receive notices and communications via the Inbox Notifications service (which utilises *Push Notification*) as the main communication channel by electronic means;

b. we may send notices and communications to you in connection with our banking agreement using other communication channels by electronic means including by fax, *email* or *SMS*; and

c. after you complete the registration process, in order for you to continue to use the Inbox Notifications service, you must ensure that *Push Notification* continues to be enabled on your mobile device for the *mobile app* and you have internet or mobile data connectivity.

15E.4 Notwithstanding clause 15E.3, where required by regulatory requirements, we may also send you notifications (in the form of *electronic alerts*) via *email* or *SMS* for transactions occurring on your *protected account*, even if you may already receive notices and communications via the Inbox Notifications service on the aforesaid transactions.

15E.5 In addition to and without prejudice to the disclaimers and exclusions of liability stated in our Customer Terms:

a. we do not represent or warrant that the Inbox Notifications service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other *electronic banking services* that we may offer from time to time;

b. unless a law prohibits us from excluding or limiting our liability, or unless otherwise specified in our banking agreement, we are not liable for any loss you incur in connection with the use or attempted use of the Inbox Notifications service, or your instructions, or any unauthorised transactions through or in connection with the Inbox Notifications service; and

c. you shall indemnify us from all loss and damage which we may incur in connection with any improper use of the Inbox Notifications service..

15F. Welcome Screen Balances Service Terms

15F.1 These terms and conditions apply to and regulate your use of the Welcome Screen Balances service provided by us. By undergoing the registration process to use the Welcome Screen Balances service and/or using the Welcome Screen Balances service, you accept and agree to these Welcome Screen Balances Service Terms. If you do not accept these terms, please stop accessing or using the Welcome Screen Balances service.

15F.2 The Welcome Screen Balances service is provided as part of our *electronic banking services*, and accordingly:

a. these terms are in addition to and shall be read with our privacy notice published on our website and any other documents forming part of our banking agreement;

b. the meaning of key words printed *like this* is explained in the Customer Terms; and

c. in the event of any conflict or inconsistency, these terms shall prevail over the other provisions in the Customer Terms to the extent of such conflict or inconsistency.

15F.3 By using the Welcome Screen Balances service, you acknowledge and agree that:

a. you are a registered and valid user of our *mobile banking services*; and

b. after you complete the registration process, when using the Welcome Screen Balances service, you must ensure that you have internet or mobile data connectivity.

15F.4 You may deactivate the Welcome Screen Balances service at any time using the navigation menu of the *mobile app* once you are signed into the *mobile app*.

15F.5 If you inform us that the security of your *mobile app* or *security code* has been compromised (or we have cause to suspect that the security of your *mobile app* or *security code* has been compromised) or that the *electronic equipment* which you use to access any *electronic banking services* is lost or stolen, we may require you to change the *security code*, re-register for the Welcome Screen Balances service or cease the use of the Welcome Screen Balances service.

15F.6 You understand the need to protect your mobile device and shall be responsible for all use of your mobile device (whether authorised by you or otherwise) to access the Welcome Screen Balances service.

15F.7 In addition to and without prejudice to the disclaimers and exclusions of liability in the Customer Terms:

a. we do not represent or warrant that the Welcome Screen Balances service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other *electronic banking services* that we may offer from time to time;

b. unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with the use or attempted use of the Welcome Screen Balances service, or your instructions, or any unauthorised transactions through or in connection with the Welcome Screen Balances service;

c. you shall indemnify us from all loss and damage which we may incur in connection with any improper use of the Welcome Screen Balances service; and

d. you are personally responsible for the security of your mobile or communications device.

15G. Welcome Screen Transactions Service Terms

15G.1 These terms and conditions apply to and regulate your use of the Welcome Screen Transactions service provided by us. By undergoing the registration process to use the Welcome Screen Transactions service and/or using the Welcome Screen Transactions service, you accept and agree to these Welcome Screen Transactions Service Terms. If you do not accept these terms, please stop accessing or using the Welcome

Screen Transactions service.

15G.2 The Welcome Screen Transactions service is provided as part of our *electronic banking services*, and accordingly:

a. these terms are in addition to and shall be read with our privacy notice published on our website and any other documents forming part of our banking agreement;

b. the meaning of key words printed *like this* is explained in the Customer Terms; and

c. in the event of any conflict or inconsistency, these terms shall prevail over the other provisions of the Customer Terms to the extent of such conflict or inconsistency.

15G.3 By using the Welcome Screen Transactions service, you acknowledge and agree that:

a. you are a registered and valid user of our *mobile banking services*; and

b. you will be required to secure your device and set up a security code in order to use the Welcome Screen Transactions service.

15F.4 If you inform us that the security of your *mobile app* or *security code* has been compromised (or we have cause to suspect that the security of your *mobile app* or *security code* has been compromised) or that the *electronic equipment* which you use to access any *electronic banking services* is lost or stolen, we may require you to change the security code, re-register for the Welcome Screen Transactions service or cease the use of the Welcome Screen Transactions service.

15F.5 You understand the need to protect your mobile device and shall be responsible for all use of your mobile device (whether authorised by you or otherwise) to access the Welcome Screen Transactions service.

15F.6 In addition to and without prejudice to the disclaimers and exclusions of liability in the Customer Terms:

a. we do not represent or warrant that the Welcome Screen Transactions service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other *electronic banking services* that we may offer from time to time;

b. unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with the use or attempted use of the Welcome Screen Transactions service, or your instructions, or any unauthorised transactions through or in connection with the Welcome Screen Transactions service;

c. you shall indemnify us from all loss and damage which we may incur in connection with any improper use of the Welcome Screen Transactions service; and

d. you are personally responsible for the security of your mobile or communications device.

Part D - Cards

16. Cards - generally

We may agree to issue *ATM cards*, *debit cards*, *credit cards* or *prepaid cards*. This clause sets out general provisions which apply to these types of *cards*. Additional terms apply to specific types of *cards* (see these Customer Terms and the applicable *product terms*).

Issue of cards

16.1 We may issue a *card* to you and, if you ask, to each *authorised person*.

16.2 A reference to terms and conditions on a *card* is a reference to the terms of our banking agreement.

Card is our property

16.3 The *card* remains our property and is not transferable to another person. We may suspend the use of the *card* without notice to you. You must ensure that the *card* (and, if applicable, any software stored on it) is not defaced, damaged, bent or modified, reverse engineered or decompiled, in any way.

Signatures

16.4 A *card* must be signed immediately on receipt unless otherwise not required by us.

16.5 You must ensure that the signature of the *authorised person* on the *card* is the same as on the account operating authority. However, if we accept a different signature, you remain liable for the transaction.

16.6 When a *card* is used the signature on any sales draft, credit voucher or other transaction record is binding and conclusive evidence that you have accepted the fees or charges which are charged to a *linked account*. You should keep the transaction records that you or any *authorised person* are given.

Use of cards

16.7 *Cards* may be used to pay for goods and services to access cash or perform other transactions we notify. However, where a particular function is permitted, this is limited to particular channels as advised. For example, paying for goods and services and accessing cash may be limited to *merchant* terminals or *ATMs* which display the relevant *card* logo.

16.8 A *cardholder* may use a *card* to authorise transactions in any manner we permit. This may include use of the *card* number without the physical *card*.

Transaction limits

16.9 We or other financial institutions may impose transaction limits on different types of transactions which may be made using a *card*. For details of the limits we impose, please contact us.

Your liability

16.10 Except as otherwise set out in our banking agreement, you are liable for all transactions made using a *card* or the *card* number.

Expiry date

16.11 You must not use a *card* after:

- its expiry date; or
- the date we notify you of its cancellation or replacement.

Restrictions on use of a card

16.12 Neither you nor any *authorised person* may use a *card*:

- for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of Singapore or by the laws of the country where the purchase is made); or
- to pay debts incurred in connection with on-line gambling, wagering or betting activities conducted via internet.

16.13 We may refuse to approve transactions made using a *card* if we believe or suspect the transactions are illegal, fraudulent, dishonest or unauthorised. However, we need not determine or enquire into the purpose or legality of the transaction.

Overdrafts on linked account

16.14 Neither you nor any *authorised person* may use a *card* for a transaction if it would cause a *linked account* to be overdrawn. If the *linked account* is overdrawn, we may refuse to approve the transaction.

Replacement and renewed cards

16.15 If, for example, a *card* is damaged, and you or an *authorised person* asks, we may issue a replacement *card*. You must pay the applicable fees (see the *pricing guide* or contact us).

16.16 We treat any use of a replacement or renewed *card* as a valid activation of the *card*.

Features on a card

16.17 We may enter into arrangements with third parties (including service providers and *merchants*) to offer additional services or features on your *cards*. If offered, these are provided on a best efforts basis only. We are not liable for any *loss* you suffer in connection with these services or features.

16.18 We are not liable for the loss or inaccuracy of any information stored on a *card.*

Cancellation or expiry

16.19 You may terminate a card by giving us instructions in writing, by calling our Client Contact Centre, or by submitting a request through *mobile banking* or *online banking* provided by the Bank. If you are a Priority Banking customer, in addition to the foregoing, you may also notify us through your Priority Banking relationship manager or client service manager. You must immediately destroy any card(s) that are terminated or expired.

Refunds

16.20 A *merchant* must issue a valid credit voucher to make a refund for goods or services purchased by using a *credit card*. We can only credit the *linked account* with the refund when we receive the voucher or other notification from the *merchant's* bank.

Disputes with merchants

16.21 We are not liable for:

- the refusal of any *electronic equipment* or *merchant* to accept the *card*; or
- any defect or deficiency in goods or services supplied to you by any *merchant*.

You must resolve any complaint directly with the *merchant* and no claim against the *merchant* may be set off or claimed against us.

Withholding payment

16.22 If you report unauthorised transactions on your *credit card,* you may withhold paying the disputed amount until we complete our investigation. You must pay the disputed amount if your report is proved to be unfounded. We may impose late fees on the disputed amount.

Exchange rate

16.23 Non-local transactions are converted to local currency at a rate we reasonably consider appropriate, which may be a rate set or resulting from procedures adopted by a third party. For example, if the *card* is a Visa or MasterCard card, conversion is done using US dollar as the base currency on the date the transaction is received by us or processed, at the exchange rate and at the time determined by Visa International or MasterCard International at its absolute discretion. In any case, the exchange rate may differ from the rate in effect on the date of the transaction due to market fluctuations. Any rate imposed is final and conclusive and you bear all exchange risks, *loss*, commission and other *costs* which may be incurred as a result.

Using an ATM card

16.24 You or an *authorised person* may use an *ATM card* overseas if you or they comply with exchange controls and other applicable laws in the country where you or they are located. If an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority, you or an *authorised person* may be prevented from using an *ATM card* overseas.

16.25 If you or an *authorised person* uses an *ATM card* overseas and the *ATM* does not allow a choice of account for withdrawals, the order of accounts we debit is in accordance with our usual practice.

16.26 You authorise us to disclose information to parties involved in the provision of *ATM* services and you authorise them to disclose information to us about an *account*, your *PIN*/*password* and transactions.

Return of ATM cards

16.27 If your *account* is closed, you must ensure that all *ATM cards* issued in connection with the *account* are cut in half and disposed of straight away.

Keeping your card details safe

16.28 You must keep your *card* details, including but not limited to the *card* number, expiry date, *cardholder* name and CVV number safe. For example, you should not:

- Tell anyone your *card* details
- Let anyone find out your *card* details
- Let anyone else use your *card*

You should keep your *card* and *card* details secure (including keeping it in a safe place).

16.29 Consenting to another person using your *card* details will be construed as you failing to keep your *card* details and *security codes* safe. We shall not be liable to refund you for any alleged unauthorised transactions where you consent to your *card* details being used by others.

Contactless payments

16.30 The *cardholder* acknowledges that certain designated *cards* may be used to carry out transactions capped at a certain amount which we or the merchant may specify from time to time, by tapping or waving the said *card* at a reader, terminal, or system capable of reading the said *card*, or by enrolling the *card* to a digital wallet on a device and tapping or waving the said device at a reader, terminal or system capable of reading the enrolled card on the device.

16.31 Contactless transactions as stipulated in clause 16.30 above may be processed and the *cardholder's card account* debited with the contactless transaction amount without requiring the: (a) *card* to be swiped at the magnetic strip reader; (b) *card's* chip to be read by a chip terminal; or (c) *cardholder's* signature to authorize the transaction.

16.32 The *cardholder* undertakes to be liable for all contactless transactions incurred using the *card* and posted to the *cardholder's account* regardless of whether or not the contactless transactions were properly authorised by the *cardholder*. In this regard, the *cardholder* acknowledges the ease of which unauthorised contactless transactions may be carried out and accepts all risks associated with such transactions.

17. Debit cards

Where you may use a debit card

17.1 A *debit card* may be used in Singapore and in most countries overseas.

Pre-authorisation procedure

17.2 Some *merchants* are required to specifically authorise transactions using *debit cards*. If this is the case, the transaction is processed as follows:

- the *merchant* debits an amount determined by it (called a *blocked amount*) from a *linked account* on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount;
- the difference between the blocked amount and the transacted amount is released and credited into a *linked account* after we process and pay the transacted amount; and
- if there is any difference between the transacted amount billed or there is any delayed billing by the *merchant*, we may make any necessary adjustment by debiting or crediting a *linked account*, to reflect the correct transacted amount.

Minimum balance of linked account

17.3 We may set a minimum balance to be maintained in the *linked account* for the use of the *debit card* and we may vary the minimum balance without notice to you.

18. Bonus points scheme

18.1 Some types of *cards* have a *bonus points scheme.* For details please refer to the *product brochure* or contact us.

18.2 *Bonus points* may be earned when a *cardholder* (including any person you authorise as a supplementary *cardholder* on your *account*) uses a *card* in the manner specified in the *product brochure*. However, *bonus points* accrue on your *account* only.

18.3 We may specify from time to time the amount of Singapore Dollars (SGD) which needs to be spent using your *card* to earn one *bonus point*. We may also from time to time specify other ways by which *bonus points* may be earned.

18.4 The *product brochure* sets out the method for calculating *bonus points* earned. *Bonus points* cannot be earned on *bonus points purchases*, cash advances, interest, fees or *costs*.

18.5 *Bonus points* accrue from when your *account* is opened and may be redeemed until the *bonus points cancellation date.* Except as set out in the *product brochure,* all *bonus points* earned before the *bonus points cancellation date* are automatically cancelled on the *bonus points cancellation date*. Cancelled *bonus points* are not reinstated in any circumstances (including if your *account* is reinstated).

18.6 Unless set out in the *product brochure* or we notify you that you are allowed a period of time after the *bonus points cancellation date* to use or redeem your accrued *bonus points*, all applications to use or redeem *bonus points* which we receive after the *bonus points cancellation date* and any attempted use or redemption of *bonus points* occurring after the *bonus points cancellation date* is not valid and has no effect.

18.7 You may not redeem *bonus points* for cash and may only use or redeem *bonus points* for the goods and services we specify. If you order any goods and services which require both *bonus points* to be used or redeemed and money to be paid, you authorise us to debit your *account* with the amount of the required monetary payment. We may reject other methods of payment.

18.8 You may not use or redeem any *bonus points* if the statuses of all your *accounts* are not normal or current or if a *cardholder* is in *default* or has otherwise not complied with the terms of our banking agreement.

18.9 Unless we agree otherwise, you may not transfer *bonus points* from one *account* to another. We may allow you to combine all the *bonus points* which you have earned in all your qualifying *accounts* for use or redemption in one or more transactions.

Part E - Security procedures and liability

19. Security procedures

Security procedures for banking services are very important. You must comply with (and ensure each *authorised person* complies with) all security procedures set out in our banking agreement.

Issue and cancellation of security codes

19.1 We may issue (or in some cases, allow you to select) *security codes* to enable you to communicate with us or to give us instructions by *electronic equipment*.

19.2 If you want any other person to be able to give us instructions by *electronic equipment* we can issue them with *security codes*, but you must ask us to do so in writing.

19.3 When you use certain *products*, we will issue you with *security codes* and may also require you to obtain from us and use a *one time password* for additional security authentication.

19.4 You are responsible for the *security codes* once we send them to you (or the *authorised person*) even if any other person receives or uses them.

19.5 You must instruct us in writing if you want to cancel a *security code* issued to you or an *authorised person*.

19.6 We may cancel a *security code* without notice.

19.7 We are not responsible for any services that are not controlled by us, by or from which you or an *authorised person* obtains any *security codes*, and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the *costs* in connection with it.

Protecting security codes, cheque books and passbooks

19.8 You and each *authorised person* must take all necessary steps to prevent unauthorised or fraudulent use of your or their *security codes*, cheque books or passbooks.

19.9 You must comply with our security guidelines and advice that are provided by us to you.

19.10 For example, you and each *authorised person* must:

- memorise a *security code* and destroy *security code* notifications as soon as possible after receiving or selecting the *security code*;
- not record any *security code* (except where it is disguised in a way that others are not able to decipher it);
- when selecting a *security code*, not select an obvious word or number or one that can be easily guessed by someone else (such as a date of birth, middle name, family member's name or telephone number);
- not voluntarily tell anyone their *security code* or let anyone find out their *security code* – not even family or friends, a joint accountholder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;
- not record a *security code* (disguised or not) on *electronic equipment* or on a physical device that is a *security code* or computer;
- change *security code* regularly or, at a minimum, whenever we or our systems require you or the *authorised person* to do so;
- not select a *security code* used before;
- not voluntarily give their *security code* to any other person;
- if you or they use *SMS banking*, do not leave the mobile phone unattended or give any person access to the mobile phone in a way that allows access *SMS banking* through the mobile phone;
- keep any passbook or cheque book secure (including keeping it in a safe place).

19.11 If you and/or your *authorised person* keep a record of any *security code*, you and/or your *authorised person* should make reasonable efforts to secure the record. Such reasonable efforts include keeping the record in a secure electronic or physical location accessible or known only to you or your *authorised person* (as the case may be), and keeping the record in a place where the record is unlikely to be found by a third party. Neither you nor an *authorised person* may keep records (disguised or not) of a *security code* near records of an account (such as an account number) or other *security code* device. For example:

Never keep *security code* records together with account records, cards or mobile phones etc

- in a briefcase, bag, wallet or purse (even if in different compartments);
- in a car (even if in different areas of the car);
- at home in the one item of furniture, even if in different compartments (for example, different drawers of the same bedroom dresser);
- in a situation where, if a thief finds a card, mobile phone or other physical device to access *electronic equipment* they also find the record of the *security code*.

Loss, theft or misuse of security codes, passbooks or cheque books

19.12 You and each authorised *person* must notify us by phone as soon as you or they:

- become aware that your or their *security code*, passbook or cheque book, blank cheque or signed cheque may have been lost or stolen; or
- suspect that someone knows your or their or any other *authorised person's security code*; or
- suspect or become aware that there has been unauthorised access to an *account* or use of a *security code*, passbook or cheque book; or
- become aware that your or their computer or mobile phone which you or they use to access any *electronic banking services* may have been lost or stolen; or
- become aware that your or their mobile number has changed,

otherwise you may be liable for any *loss* incurred. If your *card* has been lost or stolen, you must notify the police and give us a copy of the police report if we ask

19.13 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen *security code*, passbook or cheque book.

19.14 Unless otherwise specified in our banking agreement, you are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or

misused *security code*, passbook or cheque book until you have notified us in writing unless there was a delay due to our communication channels being unavailable. Our decision in relation to a breach of the security procedures or where a *security code*, passbook or cheque book has been lost or stolen is final and binding on you.

Loss, theft or misuse of security tokens

19.15 You must prevent any unauthorised use or access of the *security token* issued by us to you.

19.16 If you discover or suspect that the *security token* has been lost, stolen, misused or tampered with, you must immediately notify us. We will deactivate the *security token* and dispatch a replacement *security token* to you.

19.17 Unless otherwise specified in our banking agreement, you are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or misused security token until you have notified us in writing unless there was a delay due to our communication channels being unavailable.

19.18 Our decision in relation to a lost or stolen *security token* is final and binding on you.

Responsibility for loss of security codes/security token(s)

19.19 You are responsible for and accept all risks associated with the delivery by us to you of the *security codes* and *security token(s)* from the time we transfer these items to you.

19.20 It is your responsibility to prevent any disclosure and/or unauthorised use of the *security codes* and/or *security token(s)*. Any individual who uses such *security codes* and/or *security token(s)* shall be taken to have been authorised by you. You agree not to hold us responsible in any way for *losses* you may suffer from your disclosure, non-receipt or *loss* of *security codes* and/or *security token(s)* or the unauthorised use of the lost *security codes* by any party.

19.21 We may require you to pay any fees, charges and all other *costs* for the use and/or replacement of lost *security token(s).*

19.22 We may terminate, suspend or cancel the use of the *security token(s)* without notifying you.

Precautions when using electronic banking services

19.23 You and each *authorised person* must take the following precautions when using *electronic banking services*.

Take the following precautions

- Not allow anyone else to operate any *electronic banking services* on your or their behalf without our consent;
- Not leave *electronic equipment* unattended while you or they are on-line to any *electronic banking service*. This applies whether *electronic equipment* is sourced independently of us or provided by us in our branches or other premises;
- If you or they access any *electronic banking service* from electronic equipment in one of our branches, you or they must ensure that you or they have logged out before leaving the branch;
- Not access any *electronic banking services* from any *electronic equipment* connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your or their access or otherwise gain access to the e*lectronic banking service* by the *electronic equipment*, network or environment;
- Not allow anyone else to observe your or their *security code* when you or they enter it into any *electronic equipment*.

Requests for security code or account details

19.24 After you initially open an *account* or register for *electronic banking services*, we will never contact you or an *authorised person*, or ask anyone to do so on our behalf, with a request to disclose the *account* details or *security code*. If you or an *authorised person* receive such a request from anyone (even if they are using our name and logo and appear to be genuine, you or they must not disclose the *account* details or *security code*. You or the *authorised person* must notify us as soon as possible.

Recovered security code

19.25 If you or an *authorised person* recovers a lost or stolen *security code*, you or they must return the *security code* to us without using or attempting to use it.

Consent to video recording

19.26 By using or accessing a *product* in any manner including through our *electronic banking services* or by using the *security code*, you and each *authorised person* consents to us videotaping or recording you or them on camera through the *electronic banking services* channel or at terminals or other facilities where you or they use or access the *product* or *security code*.

20. Liability for transactions

Disputed transactions

20.1 If there is a disputed transaction involving a *card*, a *card* number or a cheque book and the *card* or cheque was delivered to you or an *authorised person*, you must prove that the *card* or cheque was not used or issued by you or an *authorised person* at the time the disputed transaction was entered into or recorded (otherwise you are liable).

20.1A You undertake to report any *unauthorised payment transactions* to us (in the manner prescribed in clause 20.1B) as soon as practicable after receipt of any *electronic alert* for any *unauthorised payment transaction*. Where you are unable to report the *unauthorised payment transaction* to us as soon as you receive any *electronic alert* for any *unauthorised payment transaction*, you shall provide us with reasons for the delayed report. For the avoidance of doubt, this includes time periods or circumstances where you would not be reasonably expected to monitor *electronic alerts*, such as late evening to early morning.

20.1B You may report any *unauthorised payment transactions* to us by visiting any of our branches or by calling our 24-hour Client Contact Centre at +65 6747 7000. We will provide you with a written acknowledgement of your report via *SMS* or *email*.

20.1C You and your *authorised person* undertake to provide us with the relevant information (as may be requested by us from time to time) on the *unauthorised payment transaction* within a reasonable time period.

20.1D If we request so, you agree to make a police report on the *unauthorised payment transaction* to facilitate our claims investigation process, and to give us a copy of the police report. We may require that you give us a copy of the police report before we begin any claims resolution process.

20.1E If you request so, and subject to applicable law, we will endeavor to provide you with relevant information that we have of all the *unauthorised payment transactions* which were initiated or executed from your *account*.

Your liability for transactions

Unless otherwise specified in our banking agreement, you are liable for any loss incurred if you act fraudulently, negligently or due to your wilful misconduct.

20.2 Without prejudice to the other terms, you are liable for the following transactions that occur on an account linked to a *security code*, passbook or cheque book:

- transactions carried out with your knowledge and consent;
- transactions carried out by an *authorised person*, unless you have told us to cancel that *authorised person*'s *security code*, and if relevant, you have taken all reasonable steps to have any *security code* device issued by us, returned to us;
- transactions carried out by any other person using a *security code*, passbook or cheque book (unless you have told us to cancel that *security code*, passbook or cheque book, and if relevant, you have taken all reasonable steps to have any *security code* device issued by us returned to us). This includes where a transaction which is carried out by someone other than you or an *authorised person* with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding *security codes*, passbooks or cheque books;
- transactions conducted using an *electronic banking service* (other than by using a credit card) not authorised by you or an *authorised person* (for example, a transaction which is carried out by someone other than you or an *authorised person* without your knowledge and consent) if you or any other *authorised person* have acted fraudulently, acted with gross negligence such as failing to properly safeguard or prevent unauthorised access to a *security code*, passbook or cheque book or not notifying us if a *security code*, passbook or cheque book is lost or stolen;
- transactions not conducted using a *card* or *electronic banking service* where you or an *authorised person* breach our banking agreement or are negligent in any way;
- transactions from your *email*; and
- any other transactions specified in the *product terms*.

20.2A **Your liability for *payment transactions* on a *protected account* (other than any *protected account* in respect of a *credit card*, *debit card* or charge card issued by us)**

Clauses 20.2A to 20.2F shall only apply to *payment transactions* that occur on a *protected account* (other than any *protected account* in respect of a *credit card*, *debit card* or charge card issued by us).

20.2B You are liable for the actual loss arising from the following *unauthorised payment transactions*:

- where your recklessness and/or your *authorised person*'s recklessness was the primary cause of the loss;
- where you and/or your *authorised person(s)* deliberately did not comply with the security procedures set out in our banking agreement, including but not limited to clause 9.13 and Part E – Security procedures and liability, and any of the duties set out in clause 9.19.

The actual loss that you are liable for in this clause 20.2B is capped at any applicable transaction limit or daily payment limit on your *protected account*.

20.2C You are liable for all authorised transactions up to any applicable transaction limit or daily payment limit on your *protected account*, even where your *authorised person(s)* act fraudulently to defraud you or us. An authorised transaction is one which you knew of and consented to, or which your *authorised person(s)* knew of and consented to (notwithstanding that you may not have consented to the transaction).

20.2D You are not liable for any loss arising from an *unauthorised payment transaction* if the loss:

- arises from our action or omission; and
- does not arise from any failure by you and/or your *authorised person(s)* to comply with (a) the security procedures set out in our banking agreement (including but not limited to clause 9.13 and Part E – Security procedures and liability); (b) your obligations under the banking agreement to report an *unauthorised payment transaction* to us and to provide such information on the *unauthorised payment transaction* as may be requested by us from time to time; and/or (c) any of the duties set out in clause 9.19.

20.2E You are also not liable for any loss arising from an *unauthorised payment transaction* if:

- the *unauthorised payment transaction* does not exceed S$1,000; and
- the loss arises from any action or omission by any third party (other than us, our employees, our agents, our outsourcing service providers providing our services through the *protected account*); and
- the loss does not arise from any failure by you or your *authorised person(s)* to comply with (a) the security procedures set out in our banking agreement (including but not limited to clause 9.13 and Part E – Security procedures and liability); (b) your obligations under the banking agreement to report an *unauthorised payment transaction* to us and to provide such information on the *unauthorised payment transaction* as may be requested by us from time to time; and/or (c) any of the duties set out in clause 9.19.

20.2F Where the *protected account* is a joint *account*, the liability for losses set out in clauses 20.2B to 20.2E shall apply jointly to each account holder in the joint *account*.

Liability for lost/stolen *debit or credit card*

20.3 If your *credit or debit card* is lost or stolen or if the *security code* is disclosed without your authorisation, your liability for unauthorised transactions effected after such loss, theft or unauthorised disclosure but before we are notified thereof shall be limited to S$100 only if:

- you immediately notify us in writing of the loss, theft or unauthorised disclosure;

- you assist in the recovery of the unauthorised charges incurred:
- you furnish to us a statutory declaration in the format that we require or a police report together with any other information we may require; and
- we are satisfied that the loss, theft or disclosure of the *credit* or *debit card* or the *security code* is not due to your negligence or default.

Recovery of lost/stolen *debit or credit card*

20.4 If you recover the lost or stolen *debit or credit card*, you must immediately return the said *card* to us cut in half without using it.

Liability of cardholders

20.5 Upon the termination of your *card account* for whatever reason, you shall not continue to use your *card*. Your obligations will continue and we shall remain entitled to debit your *card account* or any other *account* you maintain with us for your authorised *card* transactions that are carried out before or after the termination of your *card account*. Until such transactions are paid in full, you (and any other person, if any, in whose name the *account* is maintained) shall remain liable to us.

Right to clawback

20.6 We may decline to pay or cancel payment of any interest (including bonus interest) or CashBack, or clawback from any account (without notice to you) the value of any interest or CashBack paid, in the event that we determine that any of the *product* requirements or the terms of our banking agreement have not been complied with, including but not limited to:

20.6.1 Where the account or the card has been operated in an irregular or improper manner;

20.6.2 Where you have acted fraudulently or dishonestly;

20.6.3 Where you have conducted yourself in bad faith or otherwise in an inappropriate manner to gain an unfair advantage against us, our partners or service providers; and/or

20.6.4 Upon the occurrence of any event giving rise to a right for us to suspend or terminate any (or all) of our banking agreement as set out at clause 29.4 and clause 33 of our Customer Terms and elsewhere in our banking agreement.

Part F - Payments

21. Interest, fees and costs

You need to ensure you are aware of and understand the interest, fees and *costs* referred to in these Customer Terms and additional interest, fees and *costs* that may be payable by you in connection with our banking agreement. These are set out in the *pricing guide* or are available by contacting us.

Our *pricing guide* and *product brochures* are revised periodically and you must pay the interest, fees and *costs* in effect at the relevant time.

Interest & fees

21.1 You must pay the interest, fees and *costs* applying to a *product* from time to time. Interest rates (including our base lending rates) and fees and *costs* are revised periodically. You can find out current rates and fees and *costs* by contacting us.

Service fees

21.2 Additional fees and *costs* may apply in the case of services provided in connection with a *product*. For example, the use of *electronic banking services*, or for certain types of payments and deposits such as foreign currency deposits and telegraphic transfers (including fees charged by third party service providers).

Government charges

21.3 You must also pay us an amount equal to any government charges and duties (however described) on or in connection with our banking agreement. These are payable whether or not you are primarily liable for those charges and duties.

Withholding tax on interest earned

21.4 Interest earned by you for a *product* may be subject to withholding *tax* in accordance with applicable law.

Default interest

21.5 From the time any amount under our banking agreement is overdue for payment until it is paid, you must pay interest at the *default rate* on the overdue amount when we ask.

Calculation

21.6 Any interest or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice**.** If we agree to capitalise interest (or if default interest is charged under clause 21.5), we may add to the outstanding principal amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.

No refund

21.7 You are not entitled to any refund of any interest, fee or *costs* you have paid or subsidy you have received including where you do not use a *product* or our banking agreement ends.

Costs on cancellation

21.8 If our banking agreement ends, you cancel any *product* before using it or you do not proceed to use a *product* within any period we specify in our banking agreement, we may require you to pay, interest, fees

and *costs* incurred in connection with our banking agreement or the *product*. This includes any legal costs in connection with preparation of documents (such as *securities*) even if these documents have not been signed.

22. You indemnify us

22.1 You indemnify us against, and must pay us on demand for, any *loss* we reasonably incur in connection with:

- any *account*, the establishment and provision of any *product* or any other transaction contemplated by our banking agreement;
- searches and enquiries we make in connection with you or a *security provider* (including checking for *insolvency)*;
- instructions you or an *authorised person* gives us (including those sent by *electronic equipment)*;
- any service provided by a third party including services arranged by a *card association;*
- any *tax* payable by us on, or calculated by reference to, any amount paid or payable by you under our banking agreement (excluding any *tax* payable by us by reference to our net income);
- us acting on, delaying or refusing to act on instructions from you or an *authorised person* or taking action against you or an *authorised person*;
- a *default*;
- any amount payable by you under our banking agreement being repaid, discharged or made payable before its due date (the *loss* we incur includes our *loss* in connection with unwinding, terminating or changing arrangements we have made to fund or maintain our funding of any *product*);
- an increased *cost* in our funding in connection with a change in law;
- any person exercising, or not exercising, rights under our banking agreement or any *other arrangement with us* (including enforcement action and debt collection *costs*, such as valuation fees and auctioneer's charges);
- any breach or non-observance of any of our banking agreement by you or another other person with access to our services, including our *electronic banking services*. You shall indemnify us for all *losses*, damages, *costs* or expenses (including legal and other professional advisors' fees) incurred by us in our enforcement against you of our banking agreement; or
- any unauthorised, improper, erroneous, faulty, illegal or fraudulent use by you or any other persons with access to the banking services including *email* and *electronic banking services*.

except to the extent the *loss* arises from our own negligence, fraud or wilful default.

22.2 If we ask, you must appear and defend at your own *cost* any action which may be brought against us in connection with our banking agreement.

22.3 You must sign any document we reasonably require to give further effect to this clause including in connection with instructions sent by *electronic equipment* or lost *security codes*, passbooks or cheque books.

23. Payments - generally

We (and each other member of the *Standard Chartered Group*) have rights to set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*)

Payments in full

23.1 All payments you must make to us under our banking agreement must be received by us on the due date in full in immediately available funds in the currency we specify and without set off, counterclaim or deduction or withholding (including on account of any *tax*) unless the deduction or withholding is required by law.

For example, the proceeds of cheques and other payment instruments only become available funds after clearance.

Hold on amounts payable

23.2 Without prejudice to any provision in the Customer Terms, we may, from the time that you place an instruction with us in relation to a *product* to the date payment is due in relation to that instruction, place a hold on such of your *accounts* with us as we may determine, for all sums that may be payable to us by you in connection with such instruction, as security for your settlement obligations. For the avoidance of doubt, during such time that the hold is in place, you shall not be entitled to withdraw, draw down, utilise, or otherwise deal with the amount in your *accounts* that are subject to the hold.

Withholding tax

23.3 If a law requires you to deduct any *tax* from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the *tax*, pay that amount to the relevant authority in accordance with applicable law and give us the original receipts.

Value added tax

23.4 All payments to be made by you in connection with our banking agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any *tax* of a similar nature. If any of these types of *taxes* is payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of *tax*. You must do so at the same time as making the payment.

Independent payment obligations

23.5 Your obligation to pay any amount under our banking agreement is separate from your obligation to pay under any other agreement with us or *product terms*.

Right of set off

23.6 We (and any other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*) (whether or not the obligation is matured or contingent). We (and each other member of the *Standard Chartered Group*) may also combine or consolidate all *accounts*. If we (or any other member of the *Standard Chartered Group*) combine *accounts,* any credit funds held by you in

your *accounts* will be applied to adjust the amount owing by you in relation to your other *accounts.* We and each other member of the *Standard Chartered Group*) do so at any time (even if there is no *default*).

23.7 If you have a joint *account*, we and each other member of the *Standard Chartered Group* may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount owing to us (or any other member of the *Standard Chartered Group*) in any one account holder's *account*.

Business days

23.8 Unless otherwise stated in the *product* terms, if an amount is due on a day which is not a business day, you must pay it on or before the next following business day unless that day falls in the next calendar month, in which case you must pay it to us on or before the preceding business day. To avoid incurring any fees and charges (e.g. late fees), please ensure payment is received by us before the payment due date.

Debiting accounts

23.9 We may debit (without notice to you) any interest, fees, *costs* or any other amount you owe us in connection with a *product* to the *account* for the *product*.

Insufficient funds

23.10 If you have insufficient funds in any *account* in respect of which we are entitled to debit amounts you owe us, yet we still decide to debit the *account*, our action does not constitute a waiver or otherwise affect our rights under our banking agreement.

Automatic payment from account with another institution

23.11 If we require you to pay us an amount by automatic payment from an *account* with another financial institution, you must:

- organise a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that account and deposited in your *nominated account* on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that account.

Authority to fill in cheques

23.12 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the *product* at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the *product*.

Honouring payment instruments

23.13 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

- ensure that you have sufficient funds in the account to be debited (including any account with another financial institution or the *nominated account*);
- not stop cheques;
- not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the account on which cheques are drawn.

Post-dated cheques

23.14 If we require you to pay an amount by post-dated cheques, you must:

- give us post-dated cheques in our favour for an amount equal to each payment amount; and
- replace the cheques if we ask.

How we apply payments

23.15 Payments are taken to be made when we credit them to the *account*. We do this as soon as practicable after receipt.

23.16 Unless set out in the *product terms* we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

Payments into suspense account

23.17 We may place in a suspense account any payment we receive in connection with our banking agreement for as long as we consider appropriate. This is to protect our rights against other amounts you or a *security provider* may owe us.

Insolvent payments

23.18 Under *insolvency* law, a person may demand the refund of a payment we have received under our banking agreement. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under our banking agreement as if the payment had never been made.

24. Currency conversion and indemnity

Currency of payment

24.1 We may make currency conversions in respect of any amount received by us from you or due to you from us at a rate we reasonably consider appropriate. You indemnify us for any shortfall arising from the conversion.

Payment in other currency

24.2 You waive any right you have in any jurisdiction to pay any amount other than in the currency in which it is due. If we receive an amount in a currency other than that in which it is due:

- we may convert the amount into the due currency on the date and at rates we reasonably consider appropriate. We may deduct our *costs* incurred in the conversion; and
- you satisfy your obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the *costs* of the conversion.

Conversion after default

24.3 Despite any other provision of our banking agreement, at any time after there is a *default* we may convert to the *base currency* at a rate determined by us any part of the *balance owing* for the *product* which is not due to us in the *base currency* ("foreign currency obligation").

24.4 The applicable *foreign currency obligation* is then taken to be replaced with an obligation to pay us an amount of the *base currency* equal to the amount of the *base currency* needed for the conversion plus the *costs* of the conversion.

Currency restrictions

24.5 You must comply with all exchange control laws in connection with our banking agreement. If a country restricts the availability or transfer of its currency, we need not make any payment to your *account* in that currency. We may make the payment in any currency we consider appropriate.

Currency conversion on judgment debt, orders, directives issued under law or regulator

24.6 If a judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:

- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or acceptance of proof of debt; and
- the *costs* of conversion.

Part G - Information, statements and records

25. Information you give

Information must be correct

25.1 Each time we offer a *product* to you or you use a *product*, we rely on the information you give to us. It must be correct, complete and not misleading.

You must notify us, within 30 calendar days, if you become aware that any information you have given changes, is incorrect or misleading.

What you must give us

25.2 If we ask, you must give us any information about or documents in connection with:

- our banking agreement or any *other arrangement with us*; or
- your financial affairs.

All information or documents must be in the form we require and certified by you to be true.

25.3 You must notify us if there is any change in your employment, business or profession within 14 days of the change.

25.4 You must get the consent of other persons named in a customer information form, an *application* or any *authorised person* to our collection, holding and use of their *personal information*.

25.5 Where laws and regulations allow, you consent to us periodically checking your credit status with any credit bureau or credit reference agency.

25.6 We will not be responsible for any *loss* or damage incurred by you due to your failure to update us promptly and correctly of any change in your *account* details, mailing address, *email*, *mobile phone number*, fax number and other *account* details that are needed for us to contact you.

Representations

25.7 You represent and warrant that:

- you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into each of our banking agreements and any *other arrangement with us* which you enter into with us and to comply with your obligations and exercise your rights under them;
- your obligations under each of our banking agreements and any *security* (and the obligations of any *security provider*) are valid, binding and enforceable and neither you nor any *security provider* will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under any of our banking agreements or any *other arrangement with us*;
- all the information given by you or any *security provider* (or on your or their behalf) is correct, complete and not misleading and each representation made by you to us is correct and not misleading;
- since the date information was given to us by you or a *security provider*, there has been no change in your or a *security provider's* financial circumstances which may have a material adverse effect on your or the *security provider*'s ability to meet any of your or their obligations to us;

- neither you nor any *security provider* has withheld any information that might have caused us not to enter into any of our banking agreements or any *other arrangement with us* or provide any *product* to you (including information about the assets you or they own and any *security interest* over them);
- neither you nor any *security provider* (or any assets you or they own) has immunity from the jurisdiction of a court or from legal process;
- unless otherwise stated in the *application*, you are not entering into our banking agreement or transacting with us as a trustee, agent or nominee. (This means you are liable as principal);
- if we accept your *application* to enter into our banking agreement or you transact with us as a trustee, executor, agent or nominee, you are authorised to do so;
- there is no *default* and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a *default;*
- you shall accept full responsibility for all transactions executed, including transactions executed through the *electronic banking services* and in particular for ensuring the accuracy and completeness of your instructions to us; and
- that to the best of your knowledge, *your system* and any other computer system through which you access the *electronic banking services* are free from any electronic mechanical, data failure or corruption, computer viruses, malware and bugs. We are not responsible for any electronic, mechanical, data failure or corruption, computer viruses, malware, bugs or related problems that may be attributable to services provided by any internet service provider, network provider, server or such other equivalent system.

25.8 You repeat these representations and warranties every time you apply for a *product* or make any transaction on a *product* or *account*. You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

26. Information we give

26.1 You consent to us sending you information about *products* which we think you may want to use. However, if you do not want to receive this type of information, please notify us.

26.2 Any information we give to you is for reference purposes only. We do our best to ensure that the information we provide is accurate and complete. However, we are not liable for the accuracy or completeness of the information given.

27. Information we collect, use and disclose

Your information

27.1 Your information comprises all the details we (including persons acting on our behalf) hold or collect about you, your transactions, your financial information, your *personal information*, and information about you obtained from you, your interactions and dealings with us and any third party, including information received from third parties and information collected through your use of our *electronic banking services*.

Purposes for which we use your information

27.2 We or any member of the *Standard Chartered Group* may use your information to (a) provide you with a *product* or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the *Standard Chartered Group* and any internal policies and procedures of any member of the *Standard Chartered Group* and (c) meet any administrative, business, legal or regulatory purpose, including the following:

- processing your *applications* for *products* and/or services, payments, transactions and your (or your *authorised person*'s) instruction(s) or request(s);
- providing you with *products* and services (including any *electronic banking service*);
- communicating with you on your *account(s) product(s) or transaction(s)*, and notifying you about important changes to the features, terms and conditions, and operation of those of *products* or *services*;
- assessing your suitability for *products* and services offered by us;
- operational purposes;
- statistical analysis (including behavioural analysis and profiling);
- marketing *products* and/or services, whether directly or indirectly, including through the use of advertising tools;
- establishment, continuation and management of your banking relationship with us and your *account* with us or, where applicable, any member of the *Standard Chartered Group*;
- security, identity verification, sanctions screening, due diligence checks, and training purposes;
- performing credit risk assessments including credit checks and setting credit limits, anti-money laundering, financial, and fraud risk assessments and checks;
- enforcing your obligations (including collection of outstanding amounts owed to us by you and/or *security provider*), debt recovery, adjustment of your credit limit of relevant *accounts*, and establishing or implementing a scheme of financial arrangement with you;
- conducting market research and surveys with the aim of improving our *products* and services;
- if you register or participate in any contest, lucky draw, campaign, promotion, event, survey or questionnaire (collectively, *promotions*), we may use your information to administer these *promotion*s. These *promotions* may contain additional terms and conditions that govern the collection, use and disclosure of your information;
- to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the *Standard Chartered Group* and any authority, regulator, or enforcement agency, policies (including the *Standard Chartered Group*'s policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;

- for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime);
- to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights;
- compliance with *Standard Chartered Group*'s policies and procedures, and any legal, regulatory or business purposes;
- for surveillance of premises and ATMs;
- internal purposes such as auditing, periodic credit and financial reviews of your account(s), data analysis, developing and improving our *products* and services through assessment and analysis of your information, testing new systems and checking upgrades to existing systems, updating, consolidating, management and improving the accuracy of your information in our records, undertaking transactional analysis, and evaluating the effectiveness of marketing for market research and training, monitoring our compliance with law, regulation, orders, directives or requests of any tribunal, authority, enforcement agency, exchange body, or regulator and as required by agreements with any regulator or any authority, and our, and the *Standard Chartered Group*'s policies;
- evaluating lending and other risks within *Standard Chartered Group* and to support our and the *Standard Chartered Group's* business, financial and risk monitoring, planning and decision making;
- comply with court orders, exercise and protect ourselves against harm to our rights and property interests and defend our legal rights; and
- such other purpose as we may notify and seek your consent from time to time.

To whom we may disclose your information

27.3 You consent to us and each member of the *Standard Chartered Group*, including its officers, employees, agents and advisers disclosing your information to any of the following parties for any of the purposes specified in clause 27.2:

- any member of the *Standard Chartered Group* anywhere in the world, including any officer, employee, agent or director;
- professional advisers (including auditors), third party service providers, agents or independent contractors (including those we employ to perform any of our obligations under our banking agreement or provide a *product* on terms we consider appropriate) providing services to support the *Standard Chartered Group*'s business;
- our business alliance partners (including any product or service providers) who may provide their *product* or service to you;
- any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;
- any court, tribunal, regulator (including national and/or international regulator), enforcement agency, exchange body, tax authority, or any other authority (including HDB, CPF or any authority investigating an offence) or their agents;
- any debt collection agency, credit bureau or credit reference agency, rating agency, correspondents , insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;
- any financial institution which you have or may have dealings with to conduct credit checks (including in the form of bank references), anti-money laundering related checks, fraud prevention and detection of crime purposes;
- a *merchant* or a member of a *card association* where the disclosure is in connection with the use of a *card*;
- any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- upon your death or mental incapacity, your legal representative and their legal advisers, your donee under a lasting power of attorney or deputy appointed under a court order, and a member of your immediate family for the purpose of allowing him/her to make payment on your *account,* or for any other purpose related to the managing of your *account*;
- any *authorised person* or any *security provider;*
- anyone we consider necessary to facilitate your requests for services or *application* for *product*s with any member of the *Standard Chartered Group*;
- anyone we consider necessary in order to provide you with services in connection with a *product,* located in any jurisdiction.

27.4 You consent to the recipients of the information we disclose, using and transferring the information where it is necessary for the purposes of clause 27.2.

27.5 You consent to us contacting you at the address, *email* and/or phone numbers you have provided to us, to give you information on other products or services that we, or our strategic partners, may offer.

27.6 To the extent permitted by law, you and each *security provider* waive all rights to make claims or complaints under any law imposing a duty of confidentiality on us.

27.7 There may be other terms and conditions that govern the collection, use and disclosure of your *personal information* contained in our banking agreement, our privacy notice and other legal notices published in our website. Such other terms and conditions shall be read in conjunction with this Part G (Information, statements and records).

27.8 Any *account* or transaction information reported, including those reported through our *electronic banking services*, may not be conclusive to your *account* and transaction status as there may be transactions or instructions which have yet to be or are being processed by us.

If you hold a *card* with us

27.9 If you hold a *card* with us, we will share your information (to the extent it is required) with a *merchant*, *card association*, or any party who processes payment transactions for *merchant* so that transactions charged to your *card* or withdrawals effected by you can be processed or services in connection with the use of the *card* can be provided. By using your *card*, you give us consent to share such details with them.

If you hold a co-brand product

27.10 If you hold a co-brand *product* (i.e. a product offered by us jointly with another business alliance partner), you must consent to us sharing your information (to the extent it is required) with the business alliance partner so that we can offer and continue to offer you the co-brand *product*. If you do not provide us with such consent, we may not be able to offer or continue to offer you the co-brand *product*.

Purposes of disclosing information to business alliance partners

27.11 We may disclose your information to business alliance partners (a) so that they may contact you via phone, messages or fax for the purpose of marketing their products and services to you, or (b) pursuant to business alliance arrangements with such partners to jointly offer products and services to you.

Not providing or withdrawing consent

27.12 You may choose not to provide or to withdraw any consent given or deemed to have been given to us at any time by notifying us. If you do so, we may not be able to deal with you or to provide or continue providing a particular *product* or service to you. In such cases, we may have to terminate our banking agreement relating to such *product* or service with you.

Communication

27.13 To the extent permitted by law, we may record and monitor your communications with us to ensure compliance with our legal and regulatory obligations and our internal policies for the purposes in clause 27.2.

Retention

27.14 We retain your information in accordance with legal, regulatory, business and operational obligations.

28. Statements and records

28.1 We issue statements for *accounts* periodically as set out in the *product terms*. Statements may be in paper, electronic or any other form we choose. However, we may not issue statements if an *account* is inactive, there have been no transactions since the previous statement or where we are not required by law to do so or where our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from doing so. You may ask for a single statement for each *account* or a *consolidated statement* (if available). You are responsible for checking them for errors. Information about *accounts* (including the *balance owing*) may be obtained at any other time by contacting us.

28.2 If your instructions are to give you a *consolidated statement* (if available) you acknowledge that we do not also issue separate statements for individual *accounts.* However, we may revert to issuing separate statements at any time.

If you think there is a mistake

28.3 You should retain all transaction records to enable you to verify entries. You must check these entries and your passbook, or any counterfoil, entries for accuracy as soon as you receive your statement. You must report any mistaken or unauthorised transactions to us as soon as possible. Unless otherwise stated in the *product terms,* if you do not report any mistake within 14 days after the date of the statement, we treat the statement as correct.

28.4 The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-business days and after "cut-off" time on business days may be held over to be processed on the next business day.

Reversals

28.5 We may cancel, reverse or debit any payment we make under our banking agreement (including any interest paid) and make any corresponding adjustments to an *account*:

- to correct a mistake (for example, an overpayment or mistaken credit or transfer to an *account*);
- if we have not received cleared and unconditional funds in full or promptly;
- if we are required to return the funds to the relevant payer or drawer; or
- if we have reasonable grounds for doing so.

If we make an adjustment, we will inform you in such manner as we deem appropriate.

Our records and decisions are conclusive

28.6 Unless there is an obvious mistake:

- our records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them; and
- any certificate we issue, or decision we make, about a matter or an amount payable in connection with our banking agreement is conclusive evidence.

28.7 You acknowledge that we may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as we consider appropriate after such time as permitted by applicable law.

Part H - Termination, suspension and enforcement

29. How our banking agreement, or your use of a product, ends

Termination by either party

29.1 Unless specified otherwise in our banking agreement, either you or we may end our banking agreement or your access or use of a *product* in any manner including through our *electronic banking services* by giving the other party prior notice in writing in accordance with our banking agreement. If you do so, you must give us two business days' notice.

29.2 If you have more than one *account*, you may not cancel certain *electronic banking services* for any one *account* only (unless we otherwise agree).

Termination by us

29.3 We will be entitled to end our banking agreement or your access or use of a *product* for any reason and in any manner including through our *electronic banking service* upon providing you with 30 days' prior notice in writing.

29.4 Notwithstanding Clause 29.3, we may end any (or all) our banking agreements for a *product* without notice to you, if:

- you give (or any *security provider* gives) us incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading; or
- you do not pay on time an amount due under any of our banking agreements or any *other arrangement with us* (this includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payment); or
- you have breached any other term of any of our banking agreements or any *other arrangement with us*; or
- you have breached any term of any arrangement you have with another financial institution or another financial institution has suspended or terminated your use of any banking facility; or
- any *security* or insurance we require in connection with a *product* is or becomes unenforceable or is withdrawn or terminated without our consent; or
- you or any *security provider* becomes *insolvent* or any of your or their assets are subject to *insolvency* proceedings; or
- you or any *security provider* dies or becomes incapacitated; or
- you or any *security provider* stops payment, ceases to carry on its business or a material part of it or threatens to do so; or
- you or any *security provider* acts fraudulently or dishonestly; or
- any of your or any *security provider's* assets are subject to enforcement of a judgment or is expropriated, compulsorily acquired or resumed on any basis; or
- any assets the subject of a *security* or any of your business or the business of a *security provider* is in jeopardy; or
- you are convicted of a crime; or
- legal proceedings to recover debts or criminal proceedings are commenced against you or any *security provider*; or
- we consider that an *account* is being operated in an irregular or improper manner; or
- any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
- any thing occurs which, in our opinion, is likely to have a material adverse effect on your (or a *security provider's*) business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our banking agreements or any *other arrangement with us*; or
- performance of any obligation by either you or us under any of our banking agreements or a *security provider* under any *security* breaches, or is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation or official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy we apply as a result of an order or sanction issued by an authority; or
- at any time, as a result of your domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any *product* or part of any *product*, would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority, or is not in accordance with our usual business practice and procedure; or
- if you close your *account* or the related *ATM/debit card* expires or is lost and cancelled by you; or
- we are required by law (including an order of any authority) to do so; or
- any other event of default (however described) under any of our banking agreements or any *other arrangement with us* occurs.

29.5 We will be entitled to end our banking agreement or your access or use of a *product* in any manner including through our *electronic banking services* immediately on all your joint accounts if any of your joint account holders notifies us that:

- the joint account can no longer be operated on your instructions alone; or
- he/she is no longer prepared to accept that you may operate the joint account in a certain manner including through your use of our *electronic banking services.*

29.6 We may suspend or terminate our *electronic banking services*, at any time. This will include periods during which maintenance work or repair is required to be carried out, in case of any emergency or for security reasons. We shall endeavour to give a reasonable notice for the suspension or termination of our *electronic banking services.*

29.7 Our rights under this clause do not affect any other right under any of our banking agreements and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

Additional rights to terminate

29.8 The *product terms* or these Customer Terms may specify additional circumstances in which you or we may end our banking agreement for a *product*.

30. What happens on termination

Banking agreement

30.1 After our banking agreement for a *product* ends, you must:

- not use the *product* or any benefits in connection with the *product* and not access or use the *product* through our *electronic banking services*;
- immediately repay all amounts owing to us under our banking agreement including the *balance owing* for the *account* for the *product*; and
- do any other thing which our banking agreement requires to be done when your right to access or use the *product* in any manner including through our *electronic banking services* ends.

No effect on rights and liabilities

30.2 Ending our banking agreement, or the right to use a *product*, does not affect any of the rights and obligations of either of us, which arose before it ended. You are not entitled to any refund of any fee or amount paid or subsidy received in connection with any *product*. All provisions in our banking agreement in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set off, currency conversion, *tax*, and the provisions in Part J (General) survive termination of our banking agreement.

Review of entitlements

30.3 After our banking agreement ends, we may review and withdraw any promotional or preferential arrangement that applies to you.

31. Enforcement action

We may take any action we consider appropriate to enforce our banking agreement or any *security* including:

- employing any third party agent to collect any amount owing to us;
- attaching the *balance owing* for any *product* to your or a *security provider's* assets;
- taking steps to enforce our rights against your or a *security provider's* assets such as by lodging caveats;
- commencing legal proceedings against you or a *security provider.*

32. Blocking accounts or withholding of funds

We may block any *account* (and later remove the block) at any time or withhold amounts in any account at any time, if an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority.

33. Suspension

We may suspend providing a *product* at any time for any reason (even if there is no *default*). If we do, we notify you as soon as practicable. We agree to suspend provision of a *product* if you ask us to do so in writing.

34. Conversion of accounts

We may convert or consolidate any *account* into another type of *account* if we consider it appropriate to do so and we give you reasonable notice in writing before we do so. If you do not instruct us that you want to close the *account* before expiry of the notice period, we will convert or consolidate the *account* and we allocate a new account number.

Part I - Security

35. Security

Banker's lien

35.1 In addition to any other *security* we require to secure the *balance owing* for your *products* and any amount which you may owe us in the future, all your credit balances, money, securities, documents, instruments and other valuables deposited with us are, on deposit, subject to a banker's lien to us. Without limiting our other rights, we may set off any such amounts against, or apply the lien as security for, any obligations you owe to us. We may sell or deal with the assets to satisfy your obligations to us. We may do so after or without notifying you.

Security over all assets

35.2 In addition to any other *security* we require and our banker's lien under clause 35.1, we hold all your assets (including assets deposited with us for any purpose) as security for the total *balance owing* for all your *products* and any amount which you may owe us in the future. Without limiting our other rights, we may set off any such amounts against, or apply the security created by this clause as security for, any obligations you owe to us. If there is a *default*, we may sell or deal with your assets to satisfy your obligations to us. We may do so after or without notifying you.

Further security

35.3 In addition to any other *security interest* we may require, you must do anything we ask (such as obtaining consents, signing and delivering documents and getting documents completed and signed) to:

- provide further or more effective security to us to secure any *balance owing* for any of your *products* and any other amount which you may owe us in the future; and
- to allow us to exercise our rights in connection with your assets.

No dealings

35.4 You must not create or allow to exist any *security interest* or otherwise deal with any assets that are the subject of *security* without our consent.

Changing the security

35.5 If you want to provide additional or replacement *security* for a *product* (for example, if you want to move house but you want to keep any loan we have provided to you), please contact us to discuss. If we agree to your request, it will be on terms we specify. For example, the replacement *security* must be in form and substance we approve and you must pay all applicable fees and *costs*.

Ensure compliance by security provider

35.6 You must ensure that each *security provider* complies with their obligations under the *security* they have provided to us.

Security continues until release

35.7 Any *security* continues until we have released it.

Appointment as attorney

35.8 You irrevocably appoint us and any other person we nominate as your attorney to sign documents and take other action that we consider necessary to perfect and enforce any *security* (including dealing with any of the assets which are the subject of the *security*).

36. Valuations

36.1 If we ask, you must arrange, pay for and provide us with a valuation report in connection with the assets that are the subject of any *security*. Any valuation report must be in accordance with any requirements we specify. Alternatively, we may obtain a valuation report at your *cost*.

36.2 We may arrange for further valuation reports in connection with any asset the subject of any *security* at any time at your *cost*.

36.3 If as a result of the further valuation report, we consider that the *security* is inadequate, you must provide us with further *security* in form and substance we specify.

37. Insurance

Insurance you must maintain

37.1 For some *products*, we require insurance to be maintained, for example, life insurance, insurance over any asset which is the subject of *security* or mortgage insurance. Any insurance policy must be with an insurer we approve and for the risks we specify. Alternatively, we may require you to pay for insurance we arrange for your benefit.

37.2 Our interest must be noted on the insurance policy and you must ensure that any amount paid by the insurer under the policy is paid to us. If we ask, you must give us a copy of the policy.

37.3 If we permit you to make your own arrangements for insurance we require, you must pay us an administration fee and any *costs* we specify. You must provide us with the original insurance policy and the original receipt for the amount paid for the insurance.

37.4 If you have made arrangements with the insurer which allow us to cancel the insurance when there is a *default,* we may apply any amounts that are refunded by the insurer against any amount you owe us.

Optional insurance

37.5 Insurance policies may be offered to you in connection with a *product*. For example, if you use *electronic banking services,* you may be offered fraud insurance. Some *credit cards also* offer insurance policies. The terms of any optional insurance policy should be read together with our banking agreement.

All insurance policies

37.6 If we arrange insurance for your benefit, you must pay all amounts the insurer requires in connection with the policy. We will debit those amounts to your *account.* The insurance cover only takes effect from the date we debit your *account.* If a claim is unsuccessful, you may not claim against us and we are not liable for any *loss* you incur.

37.7 You must comply with the terms of any insurance policy issued in connection with a *product*.

37.8 You acknowledge that insurance proceeds may not cover all your *loss* and you are responsible for any shortfall.

37.9 We may accept any commission from an insurance company in connection with any insurance we arrange.

Part J - General

38. General

Disclaimer

38.1 We do not represent or warrant that:

- our services, including our *electronic banking services*, will meet your requirements;
- our *electronic banking services* will be uninterrupted, timely, secure or error-free;
- our *electronic banking services* are fit for a particular purpose, or does not infringe any third party proprietary rights; or
- any errors in the technology will be detected or corrected.

38.2 Our *electronic banking services* may allow you to visit or be directed to other third party websites. We are not responsible for the content of these third party websites. We shall not be responsible for any *loss* or damage you incur directly or indirectly in connection with your use of or access to these websites.

Exclusion of liability

38.3 Unless a law prohibits us from excluding or limiting our liability, or unless otherwise specified in our banking agreement, we are not liable for any loss you incur in connection with our banking agreement or services including *electronic banking services* (including in connection with the provision, access or use of any *product*, unavailability or improper functioning of an *electronic banking service*, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our banking agreement, misrepresentation, your or an *authorised person*'s instructions or any unauthorised instructions, a default, termination of any of our banking agreements, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the loss arises for any reason and even if the loss was reasonably foreseeable or we had been advised of the possibility of the loss.

38.4 We are not responsible for the negligence, act or failure to act of any third party and will not be involved in any dispute between you and any third party service provider (whether or not appointed by us).

38.5 You shall indemnify us from all *loss* and damage which we may incur in connection with your improper use of our services including the *electronic banking services*.

We take no responsibility for your decisions

38.6 We are not responsible for any decision you make:

- to enter into our banking agreement;
- to access or use any *product* including through our *electronic banking services*;
- about any features of any *product* (including the interest rate or any fees or *costs* payable under it).

While some employees are authorised to give you certain types of information about our *products,* neither our employees nor our agents have any authority to make representations or predictions or give any opinion about anything in connection with our banking agreement.

We are not liable for any *loss* if they act without authority. However, if you consider that any representation has been made to you that is not set out in our banking agreement, you need to give us details in writing so that we can clarify it.

If you, any *authorised person* or any *security provider* has any concerns about these things, the terms of our banking agreement or any *security*, we recommend you or they get help from an independent financial adviser or lawyer.

Intellectual Property Rights

38.7 We own all the content relating to our *products* and services. You may not copy, distribute or publish such content without our permission.

38.8 We or other third parties own all the marks and logos used in connection with our *products* and services. You may not use such marks and logos without our permission.

38.9 You grant us a free worldwide licence to use any information or material you submit through our *electronic banking services,* for any purpose unless restricted by law.

38.10 We are not required to keep confidential any information or materials submitted by you through our services unless we agree to do so in a separate contract between you and us, or as required by law.

Hyperlinked sites

38.11 We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on our website. We are not responsible for any *loss* you incur in connection with those hyperlinked sites.

Circumstances beyond our control

38.12 We are not liable for any *loss* you incur in connection with our inability or delay in receiving or executing instructions or unavailability of funds or any *product* due to any *circumstances beyond our control*.

38.13 If any *circumstances beyond our control* occur, we may take any action we consider appropriate in connection with your *account*.

Further steps

38.14 You must do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- to bind you and any other person intended to be bound by our banking agreement;
- to show whether you are complying with our banking agreement; and
- to confirm anything done by us in the proper exercise of our rights under our banking agreement.

Prompt performance

38.15 If our banking agreement specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

Time of the essence

38.16 Time is of the essence in respect of your obligations to pay any money.

Waiver

38.17 A provision of our banking agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

Variation of our banking agreement

38.18 You acknowledge that various features of a *product* may be changed at any time, including the fees, interest rates, the basis for calculating interest rates and the margin without notice to you. However, if we vary fees or the applicable interest rates for a *product* we will do our best to give you 30 days' notice before the variation takes effect. However, we may also vary any of the other terms of our banking agreement by notice to you in accordance with our usual practice and in accordance with any applicable law. This may include giving notice to you by public announcement as set out in clause 7.3. The *product terms* may set out specific steps we must follow to effect a variation.

Additional services

38.19 We may offer incentive programmes or value added services in connection with a *product* offered by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of any programme or service.

Our Advertising

38.20 We may advertise our own *products* and services in any manner, including through the *electronic banking services*, where such advertisement is consistent with any personal data protection laws in Singapore

How we may exercise our rights

38.21 We may exercise a right or remedy, give or refuse our consent or approval in connection with our banking agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.

38.22 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

38.23 Except for a waiver or variation in accordance with clauses 38.17 or 38.18, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.

38.24 We are not liable for any *loss* caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

38.25 Our rights and remedies under our banking agreement and any *security*:

- are in addition to other rights and remedies given by law independently of our banking agreement or the *security*;
- do not merge with and are not adversely affected by any other *security* and may be executed independently or together with any rights or remedies including under any other *security*; and
- may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement, judgment or any thing which might otherwise affect them at law including:
  - us varying our banking agreement such as by providing you with additional *products* or replacing existing *products* or withdrawing, suspending, terminating your existing electronic access to our *products* or granting you electronic access to additional *products*;
  - you opening an *account*;
  - an *account* not being active;
  - us releasing you or a *security provider* or giving them a concession, such as more time to pay;
  - the fact that we release or lose the benefit of any *security*;
  - the death, mental or physical disability or *insolvency* of any person (including you or a *security provider*).

38.26 Our rights and remedies under our banking agreement may be exercised by any of our authorised employees or any other persons we authorise.

Complying with orders and directives

38.27 If we are served or issued with any of the following:

- court orders;
- directives issued under law, regulators, authorities or agreements with any regulator or any authority,

we will act in accordance with them and you must not commence proceedings against us in relation to our actions.

Consents

38.28 You must comply with all conditions in any consent or approval we give in connection with our banking agreement.

Conflicting claims

38.29 If we consider any funds in any *account* may be subject to conflicting claims, we may take action (including getting legal advice or taking legal proceedings) to determine the matter. We may act in accordance with any determination and we are not liable to you for any *loss* you incur.

Indemnities

38.30 The indemnities in our banking agreement are continuing obligations, independent of your other obligations under them. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with our banking agreement.

Commissions

38.31 If, you are introduced to us, or by us, to a third party with your consent, we may pay or receive a fee or commission to or from the third party under a fee sharing arrangement.

Outsourcing

38.32 We may employ independent contractors and agents (including correspondents) to perform any of our obligations under our banking agreement or provide a *product* on terms we consider appropriate.

Dealings

38.33 You must not assign or transfer your rights and obligations under our banking agreement to anyone without our consent first.

38.34 We may assign or otherwise deal with our rights under our banking agreement (including any particular *product* or *account*) in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in our banking agreement) any right

of set off or other rights you have against us. If we ask, you must sign and give us or any other person we specify any document we reasonably require for this purpose.

Compliance with law

38.35 Nothing in our banking agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law, regulation or requirement of any authority.

We act on business days

38.36 We only act on certain instructions or provide a *product* on a business day. If we are required to do anything on a non-business day, we may do it on the next following business day.

Opening further accounts

38.37 We may open an *account* in order to provide any *product* to you.

Severability

38.38 If and to the extent that an applicable law is inconsistent with our banking agreement in a way that would otherwise have the effect of making:

- a provision of our banking agreement illegal, void or unenforceable; or
- a provision of our banking agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law,

then the law overrides our banking agreement to the extent of the inconsistency, and our banking agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omitted).

38.39 If any one or part of the terms of these Customer Terms is legally unenforceable in any way, this will not affect the validity of the remaining terms.

38.40 We believe that the terms of these Customer Terms are reasonable. If any one or part of them proves to be not legally valid because it is unreasonable or for any other reason, we are entitled to treat that term as changed in a way that makes it reasonable and valid.

If one of the terms of these Customer Terms is unenforceable against one of the customers agreeing to these Customer Terms, this will not in any way affect the enforceability of that term against the other customers e.g. the other joint *account* holder.

Third party rights

38.41 Our banking agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- a member of the *Standard Chartered Group* may enforce any rights or benefits in our banking agreement;
- a member of the *Standard Chartered Group* may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in our banking agreement; and
- a person who is a permitted successor or assignee of the rights or benefits of our banking agreement may enforce those rights or benefits.

No consent from the persons referred to in this clause is required for the parties to vary or rescind our banking agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

Change in constitution

38.42 You must not change your constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without our consent. You must also ensure that each *security provider* does not do so without our consent. All *securities*, agreements, obligations given or undertaken by you or a *security provider* remain valid and binding despite any change in our, your or a *security provider's* constitution by amalgamation, consolidation, reconstruction, death, retirement, admission of any new partner or otherwise.

Anti-money laundering, counter terrorism financing, government sanctions or embargoes

38.43 To comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the *Standard Chartered Group* and any authority, regulator, or enforcement agency, policies (including *Standard Chartered Group*'s policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the *Standard Chartered Group* may:

- be prohibited from entering or concluding transactions involving certain persons or entities(e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation or official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country); or
- (without limitation to clause 25) report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the *Standard Chartered Group* may need or decide to disclose. Transactions impacted include those that may:
  - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
  - be relevant to investigation of an actual or attempted evasion of *tax* law, investigation of or prosecution of a person for an offence against any applicable law; or
  - involve persons or entities which may be the subject of sanctions and embargoes.

38.44 A member of the *Standard Chartered Group* may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

38.45 Any member of the *Standard Chartered Group* may take any action it believes to be necessary to comply, or in connection, with the matters set out in clause 38.43. This includes freezing funds, preventing operation of an *account*, refusing a request for funds from you, otherwise not allowing you to use a *product*, or delaying or cancelling a transaction. It need not notify you until a reasonable time after it is permitted to do so under those laws of policies. No member of the *Standard Chartered Group* is liable for any *loss* arising out of any action taken or any

delay or failure by us, or a member of the *Standard Chartered Group*, in exercising any of its rights or performing its obligations, caused in whole or in part by any steps taken as set out above.

Reports

38.46 Any report we obtain from any valuer or consultant is for our use only. Even if we give you a copy of the report, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

Our decision is conclusive

38.47 If there is any dispute in connection with our banking agreement, our decision is conclusive and binding unless there is a manifest error.

Counterparts

38.48 Our banking agreement may consist of a number of copies, each signed by one or more parties. The signed copies form one document.

Governing law

38.49 Our banking agreement is governed by the laws of Singapore.

38.50 Your use of our *electronic banking services* is through the internet service provider, network server or such other equivalent system in the country from where such service is accessed by you, and to this extent, such access by you will also be subject to the relevant laws of that country and any terms prescribed by such internet service provider, network provider, server or such other equivalent system.

Jurisdiction

38.51 The parties submit to the non-exclusive jurisdiction of the courts of Singapore. We may take enforcement action and initiate proceedings in the courts of any other jurisdiction where you have assets. To the extent allowed by law, we may take proceedings in any number of jurisdictions at the same time. You may only initiate an action in the courts of Singapore.

Serving documents

38.52 Without preventing any other method of service, we may serve any writ of summons, statement of claim, statutory demand, bankruptcy proceedings or any other legal process or document in respect of any action or proceedings under our banking agreement required by any relevant law or rules of court to be served on you by personal service, by leaving the same at your last known address on our records and/or sending it by post to (a) your last known address on our records (whether within or outside Singapore and whether such address is a Post Office Box or place of residence or business), and/or (b) via electronic mail to your last known email address, as may be provided to, or obtained by, us or our solicitors or other agents, or as may be known to us. In instances where the last known address is a Post Office Box, we may serve the said legal process or document via ordinary post. We may also serve process on you by publishing a notice in an English newspaper with general circulation in Singapore.

38.53 We shall be entitled to rely on the records of any government registry or government statutory authority or other addresses obtained from reliable sources as determined by us to serve the abovementioned legal process on you.

38.54 Such legal process shall be deemed to have been duly served on you (i) if sent by hand, on the date of delivery; or (ii) if sent by ordinary post, on the date immediately after the date of posting; or (iii) if sent by electronic mail, on the date the electronic mail was sent; or (iv) if published in an English newspaper with general circulation in Singapore, on the date of publication (and where publication is made more than once, on the day of the first publication). Service of the legal process in the aforesaid manner shall be deemed to be good and effective service of such legal process on you even if the documents including electronic mails are not received by you or subsequently returned undelivered.

38.55 Nothing in our banking agreement shall affect our right to serve legal process on you in any other manner permitted by law.

Part K - What to do if you have a complaint

39. What to do if you have a complaint

39.1 We aim to provide excellent customer service. If you think we have failed, you should let us know so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you with a better service in the future. Please contact us (see "How to contact us" at the front of these Customer Terms) if you need assistance.

39.2 If you are dissatisfied with the way in which we have handled your complaint in relation to your purchase of a product or our services, you can approach the Financial Industry Dispute Resolution Centre ("**FIDReC**") for an independent review and resolution of your complaint. For more information on FIDReC, please visit their website at www.fidrec.com.sg.

39.3 Any claim in connection with our banking agreement for less than S$30,000 must first be submitted to the Singapore Mediation Centre for mediation using their mediation procedure in force at that time. You and we agree to participate in the mediation in good faith and comply with the terms of any settlement reached.

Part L - Meaning of words

40. Meaning of words

You also need to refer to the *product terms* which also define key words specifically applicable to the *product*. If a word defined in these Customer Terms is also defined in any *product terms*, the definition in the *product terms* applies for the purposes of the applicable *product*.

account means, for a *product*, the account opened and maintained by us for you in respect of it.

application means, for a *product*, a Standard Chartered Bank application submitted by you (via any *electronic equipment* or channel that we may allow from time to time) for the *product* or your request to access the *product* through our *electronic banking services*.

approval means, for a *product*, our confirmation to you that use of the *product* is approved by us or you have been approved to access or use the *product* in any manner including through our *electronic banking services*.

ATM means automatic teller machine. It includes any machine or device which allows cash to be withdrawn from it and which may accept deposits of cash or cheques.

ATM card means the card or other device through which you may access an *account* by an *ATM*, together with the relevant *PIN*/*password*.

authorised person means any person you authorise (either alone or collectively) and we approve to operate an *account* and to act on your behalf in giving instructions, to perform any other acts under our banking agreement or use any *product*. It includes a *cardholder* or any other person given a *security code* to allow them to give instructions.

balance owing means, for the *account* we maintain for a particular *product*, at any time, the difference between all amounts credited and all amounts debited to you in connection with that *account* at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

Bank Account means a valid Singapore Dollar current/cheque/savings account with us.

base currency means, for a *product*:

- in the case of a loan, the currency in which the limit is expressed; or
- in any other case, the currency of the place where the *product* is provided to you.

bonus points means any and all bonus points awarded to you on the *terms a*nd conditions of any *bonus points scheme.*

bonus points cancellation date means the earlier of:

- unless ot*herwise set out in the product brochure*, each anniversary of the date of the opening of your *account* (or your first *account* if you have more than one *account*);
- the date on which your use of the *account* for the *card* is terminated or the *account* for the *card* is closed; or
- the date on which the *card* expires without renewal.

bonus points scheme means any scheme at any time established or designated by us which allows a *cardholder* to:

- earn *bonus points* when they use a *card* or pay for any goods and services; and
- use or redeem the *bonus points* to pay or exchange for the goods and services at the outlets as we specify.

bonus points purchase means any purchase or part of any purchase of any goods and services made by using or redeeming *bonus points.*

card means an *ATM card*, a *debit card*, a *credit card* or a *prepaid card* or all of them, as the context requires.

card association means Visa International, MasterCard International or any other card association.

cardholder means, for an *account*, each person to whom we issue a *card* on the *account*. It includes a supplementary cardholder of a *credit card*.

circumstances beyond our control means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

consolidated statement means a single statement setting out details (including the *balance owing*) for all *products*.

costs includes costs, charges and expenses, including those in connection with legal advisers.

credit card means a credit card with the branding of a *card association* issued by us on an *account* in accordance with credit card *product terms*.

debit card means the *card* or other device issued by us to you, with which you may make payments by direct debit from an *account*. A *debit card* may also be an *ATM card*.

default means any of the events described or referred to in clause 29.4 (Termination by us);

default rate means, for a *product*, the rate of interest we charge on overdue amounts for the *product* (which is higher than the usual interest rate).

electronic alerts means an *electronic banking service* provided by *SMS* or *email* by which we send you *SMS* or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

eAdvice means confirmation advices sent to or accessed by you by electronic means.

electronic banking services means services provided by us which enables you or an *authorised person* to obtain information from us or give instructions to us through *electronic equipment.*

electronic banking service software means any software and other information we allow you to use to access and use *electronic banking services*.

electronic equipment means any electronic equipment including an electronic terminal (for example, a *merchant* terminal or *ATM*), computer, cash deposit machine, television, fax machine, telephone and mobile telephone.

email means the email address provided by you to us, whether on our ATM, our website, through the call centre or in writing either through any form provided by us or communicated by you to us in any other manner or record or for using our *electronic banking services*.

eStatement means statements sent to or accessed by you by electronic means.

electronic banking software means any software we supply to you or which you are required to download for the purpose of accessing the *electronic banking services*.

fund transfer services means each service provided by us which enables you to transfer funds from the *source account* to another account under the *electronic banking services*.

insolvency or insolvent means, for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

- suspension of payments, moratorium of indebtedness, bankruptcy, winding-up or composition or arrangement with creditors;
- the appointment of a receiver, administrator in respect of that person or any of their assets;
- attachment, sequestration, distress or execution affecting any of their property or the enforcement of any *security interest* over their assets,

or any thing which has a substantially similar effect to any of these things happening in any jurisdiction.

letter of offer means, for a *product*, any letter of offer or similar document from us offering to provide you with the *product*.

linked account means an *account* which is linked to a *card*.

loss includes any loss (including loss of profit or expected savings), damage, demand, claims, liabilities and *costs* of any kind (whether direct or indirect).

merchant means a merchant at whose outlets we have authorised the use of *cards*.

mobile app means our mobile application installed on your mobile or communications device and through which you provide instructions to us and access *mobile banking*

mobile banking means the facility provided by us which allows you access to your *account*(s), conduct transactions and subscribe to such other *products* and services as may be provided on your mobile or communications device via the *mobile app.*

mobile banking user ID is the personal identification you use to log in to carry out *mobile banking* via the *mobile app* that you have downloaded on your mobile or communications device.

mobile phone number means the mobile phone number specified by you on our *ATM*, our website, through the call centre or in writing either through any form provided by us or for using our *electronic banking services.*

nominated account means an *account* which you and we have agreed is to be the *account* used for the purposes of transactions in connection with a *product*.

one time password means a uniquely randomly generated *one time password* that is required to access certain facilities that are part of our *electronic banking services* which we will provide to you using your *mobile phone number* that has been registered with us or via *security token* or such other agreed method.

online banking means the *electronic banking services* provided by the internet.

online telegraphic transfer means an instruction given by you or an *authorised person* by the *electronic banking services* for an international funds transfer.

other arrangement with us means:

- each *security*; and
- each other arrangement (including an agreement or a *security interest*) under which you or any *security provider* has or could in the future have obligations to us or any member of the *Standard Chartered Group.* It does not include any banking agreement.

payment transaction means an act, initiated by the payer or payee, of placing, transferring or withdrawing money for any purpose, irrespective of any underlying obligations between the payer or payee, where the act is initiated through electronic means and where money is received through electronic means.

permitted mobile device means Apple iPhone 5s or higher / Samsung Galaxy S6 / Samsung Galaxy S6 Edge Plus / Samsung Galaxy Note 5 and such other electronic equipment that we may enable for use with the Standard Chartered touch login service from time to time and includes the operating system or software that the device operates on. Please contact us for the current list of such electronic equipment.

personal information means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, *mobile phone number* and email address) and employment details;

PIN/password means the personal identification number or question or other code or information given to, or selected by, you or an *authorised person* that is used to confirm your or their identity when they access an *account*.

point of sale banking means use of a *card* by you or an *authorised person* at a merchant's terminal (for example, ePOS, EPS, NETS).

preferences means the customised preferences that are required to be set by you with us which shall enable us to send you *electronic alerts* with respect to our *electronic banking services.*

prepaid card means a stored value reloadable card with a card logo issued to you by us. It includes an eCash card.

pricing guide means the guide for Current/Cheque/ Savings Accounts, Time Deposits and other products and services available on our website, setting out some of the fees and costs that may apply to a product, as may be updated from time to time.

product means each facility, product or other service we may make available to you under the respective banking agreements that you have with us. It includes any component comprising the *product* including an *account*.

product brochure means, for a *product*, a brochure describing the features of the *product*. The brochure may not necessarily be called a 'product brochure'.

product terms means, for a *product*, the specific terms and conditions that apply to it, in addition to these Customer Terms. These are available to you at our branches and our website and may include a *product brochure*.

protected account means any *account*, personalised device or personalised facility, that is (i) used by you for the initiation, execution, or both of *payment transactions*; (ii) capable of having a balance of more than S$500 at any one time, or is a credit facility, and (iii) is capable of being used for electronic *payment transactions*.

push notification is a service provided by Apple and Google for their respective mobile operating systems i.e. iOS and Android respectively through which an iOS or Android mobile app can send a user (who has installed the mobile app) a notification.

security means any *security interest* granted to us in connection with our banking agreement. It includes any *security interest* given under Part I (Security).

security code means all confidential codes such as user names and passwords, *PIN*/*password* and information or a physical device (for example, an *ATM card*, a *debit card*, *credit card*, *prepaid card*, security token or electronic key) that you or an *authorised person* must use to confirm your or their identity when you or they access an *account* using our services including our *electronic banking services.*

security interest means any security for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity.

security provider means each person who provides *security*.

security token means any security device issued and designated by us as a means of identifying you or providing you with security codes to use our *electronic banking services*.

SMS means a Short Message Service using a mobile telephone.

SMS banking means the *electronic banking services* provided to you by *SMS*, by which you have access to *account*s.

source account means the *account* designated by you, from which funds are to be used for a fund transfer under the *fund transfer services* or a payment under the bill payment services. The *source accounts* designated for separate transactions may be different *accounts*.

Standard Chartered Group means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of it).

unauthorised payment transaction means any *payment transaction* initiated by any person without the actual or imputed knowledge and implied or express consent of you or an *authorised person* of the *account*.

video banking means our official video banking channel which you can use to communicate with members of our staff.

your system means the equipment and software belonging to and used by you to access our *electronic banking services.*

The singular includes the plural and vice versa.

Headings in our banking agreement are for convenience only and do not affect their interpretation.

A reference to:

- "we" means each member of the *Standard Chartered Group* identified in the *application* or the *approval* as the person providing the *product* (or any component of the *product*) to you, and its successors and assigns;
- "you" means the person named as the applicant in the *application*. If there is more than one, *you* means each person separately as well as every two or more of them jointly. It also refers to you, your joint account holder and/or an *authorised person*, where applicable;
- our "banking agreement" means, for a *product*, the agreement between you and us made up of the applicable documents set out in clause 1.4;
- a "business day" is a reference to a day when banks are open for general banking business in Singapore;
- "person" (including you) includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
- an "authorised person" (including you and us) includes that person's personal representatives, executors, administrators, successors, substitutes (including by novation) and assigns and our banking agreement binds those persons and the joint account holder, where applicable;
- "including", "such as" or "for example" when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
- a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;
- a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits, fees, interest rates or repayment arrangements) is a reference to those details as varied in accordance with our banking agreement or as otherwise agreed; and
- any thing includes any part of it.