

# Standard Chartered Private Bank Application (SC Private Bank App) User Agreement

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## STANDARD CHARTERED PRIVATE BANK APP USER AGREEMENT

Please read this SC Private Bank App User Agreement (the “Agreement”) carefully. This Agreement describes the terms and conditions for using the SC Private Bank App services whether by computer, telephone, mobile telephone, personal digital assistant or any other device linked to our system by any means (collectively, the “Service” as more particularly set out below). If you wish to accept this Agreement, and wish to register at this time, you must accept this Agreement by selecting “Accept Terms & Conditions” and clicking “Next” at the bottom of the page. If you do not accept this Agreement, you will not be permitted to use the Service.

This Agreement may be translated into other languages for convenience. If there is any conflict or difference between any of the translated versions of this Agreement and its English version, the English version prevails. If any part of any translated version is unclear, reference should be made to the English version. The translated versions may not be re-translated into English for the purpose of comparing with or interpreting the English version.

Note: The Service or parts of the Service may not be available to clients in all locations. Please check with the Private Banker who handles the account that we maintain for you to confirm the availability of the Service in the entity where the relevant account(s) we maintain for you is/are located (each a “Booking Centre”) prior to accepting this Agreement.

The Service offers you access to information regarding your account(s) maintained with each of your Booking Centres. Please note that each Booking Centre may not be authorised to carry on banking business in any jurisdiction other than the jurisdiction where it is located. The Service does not constitute any representation that any Booking Centre is a licensed bank, or is carrying on banking business, in any jurisdiction other than the jurisdiction where it is located.

As used in this Agreement, the terms “Bank,” “we,” “us” and “our” refer to Standard Chartered Bank, Standard Chartered Bank (Hong Kong) Limited or Standard Chartered Bank (Singapore) Limited, including in each instance, to the extent applicable, their branches (collectively these entities are referred to as the “Bank”) depending on the entity or entities with which you have an account relationship that you will access through the Service. Standard Chartered Private Bank is the global marketing name used by the Bank. “You” and “client” means any person who is a client of the Bank entering into this Agreement with us for the use of the Service and, where applicable, their duly authorised representatives, legal personal representatives and successors.

The Standard Chartered Private Bank website (“Website”) can be found at <https://www.sc.com/privatebank/en/> and is operated by the Bank as a means for you to access the

Service. For purposes of this Agreement, either the Bank or you may be referred to as a “Party” and the Bank and you may be jointly referred to as the “Parties”.

## 1 SCOPE OF THIS AGREEMENT; AMENDMENTS TO THIS AGREEMENT

- 1.1 Subject to the provisions set forth below in this subsection 1.1, this Agreement and the Website Rules and Regulations governing the Website (the “Rules”) govern your access to, and use of, the services available through the Service. For the purposes of this Agreement, the term “Service” extends to all portions of the SC Private Bank App and the Website that are accessed by the use of a Username and Password issued to you in connection with your use of the Service and the information, names, images, pictures, logos, documents and materials contained therein (“Contents”). For the purposes of this Agreement, your use of the Service is referred to as your “SC Private Bank App Account”. You agree to use the Service solely as provided in this Agreement. By accepting and using the Service you confirm that your use of the Service is governed and controlled by this Agreement, the Rules and your existing account agreement(s) with the Bank, as amended from time to time, including any other related agreements governing your account or accounts with the Bank to which you have agreed (collectively “Other Bank Agreements”). You acknowledge that the terms and conditions of the Other Bank Agreements remain in full force and effect and continue to apply to the actual operation of your account or accounts, and our provision of investment and banking services to you. If any terms of this Agreement conflict with the terms of any of the Other Bank Agreements, the terms of this Agreement shall prevail. If any terms of this Agreement conflict with the terms of the Rules, the terms of this Agreement shall prevail. You agree that your access to the Service is conditional upon your acceptance of this Agreement.
- 1.2 The Bank may from time to time and in accordance with applicable law, modify, add or remove portions of the terms of this Agreement. You consent to receive notice of any amendment to this Agreement through posting on the mobile application, Website, through email to an email address that you have provided to us in connection with your registration for the Service, or by mail addressed to you at such address as may be notified to the Bank in writing by you and which appears in the Bank’s records as your last known address. If you find any amendments to be unacceptable, you are free to terminate this Agreement in accordance with subsection 10.2.

## 2 SC PRIVATE BANK APP FEATURES

- 2.1 The Service is intended to allow you to access: (i) a password protected electronic platform to view information regarding your account(s) with the Bank; (ii) an encrypted electronic messaging service to communicate with your Private Banker; and (iii) for certain clients, an information, trading and settlement service (the “Online Trading Service”). You hereby authorise and acknowledge that your Private Banker may also have access to this information by using the Service. You represent on a continuing basis that you are authorised to view any data and/or provide any instruction with respect to any account that you access. Unless otherwise stated, your use of the Online Trading Service is governed by the terms of this Agreement and the Online Trading Terms. If any terms of this Agreement conflict with the terms of the Online Trading Terms, the Online Trading Terms shall prevail in relation to any matter concerning the Online Trading Service.
- 2.2 The information regarding your accounts presented through the Service is updated regularly, but is subject to adjustment and correction and therefore should not be relied upon for taking any action or forbearing from taking any action. All account data made available through the Service is provided as a convenience and, unless otherwise stated, is not an official record of your account or its activity. You should confirm any applicable account information with your Private Banker prior to taking or forbearing from taking any account-related action that you are considering. The Bank, at its sole discretion, may at any time eliminate or suspend some or all of these functions provided by the Service, modify them or add additional functions. You may update your contact details, including your email address, home phone number, mobile phone number, office phone number, residential address and mailing address for each of your accounts with the Bank to your Private Banker through the Service, and any such changes will remain subject to

verification and confirmation by the Bank.

- 2.3 The Messaging Service / Mailbox (the “Message Centre”) provides a means for you to communicate securely with your Private Banker via the Internet and allows you to send certain types of messages to your Private Banker. The Message Centre also allows you to view responses or other communications to you from your Private Banker or other Bank representatives and may also contain information provided by the Bank or other parties. Depending on the types of accounts that you maintain with the Bank and subject to limitations discussed in this section and in section 3 of this Agreement, you may use the Message Centre to compose a message to your Private Banker (as more particularly set out in section 3). You acknowledge and agree that the Message Centre does not process transaction instructions automatically. The Message Centre is an electronic platform provided by the Bank to allow you an additional method of communicating with your Private Banker and confirming and authorizing payment instructions received via the SC Private Bank App, telephone and/or email channels. The Booking Centres of the Bank do not perform the services of your Relationship Centre or Private Banker through the Services. Your Relationship Centre may continue to specify the acceptable modes of communications for it to provide its services to you. For the avoidance of doubt, any instructions you transmit through the Message Centre will not be automatically processed into your account(s) by the Bank. You agree to hold the Bank harmless from, and indemnify the Bank for, any claims, costs or losses suffered or incurred by the Bank, you or any other party by reason of the Bank honouring or complying with, or failing to honour or comply with, any instructions transmitted through the Message Centre. If you wish to place a transaction instruction, or if you would like assurance that a particular instruction you sent to your Private Banker via the Message Centre will be executed, or if you are requesting information as to the timing in which a transaction will be processed, you should contact your Private Banker.

The Service is intended to be available to you throughout the day, seven days a week, except during maintenance periods and periods of unavailability due to excess demand on the systems or circumstances beyond our control. We may at any time without notice or liability restrict the use of the Service or eliminate its availability in order to perform maintenance activities or for any other reason in our sole discretion. Furthermore, we make no representation or warranty that the Service will be available to you on an uninterrupted basis. You are responsible for all third party charges associated with your use of the Service. You agree to pay any taxes or fees resulting from your use of the Service.

## Receiving Periodic Account Statements in Electronic Form

- 2.4 Under the Service, you can choose between: (i) receiving periodic account statements in electronic form only; or (ii) receiving periodic account statements in electronic form **and** paper form.

### 2.4.1 *Receiving periodic account statements in electronic form only*

By registering for the Service, you will have the option to receive periodic account statements in electronic form only, and you will not receive periodic account statements in paper form. The periodic account statements in electronic form shall be the official record of your account.

By receiving periodic account statements exclusively in electronic form only, you understand and acknowledge that:

- (i) if you are an existing client, this request is a departure from the existing account agreements in force between you and the Bank, in that it reflects a different method of delivery of the periodic account statements than agreed in existing account agreements in force between you and the Bank. You understand and acknowledge that this request applies only to

periodic account statements, and will not apply to any other correspondence and/or communication from the Bank, which will continue to be delivered according to the terms of the existing account agreements in force between you and the Bank;

- (ii) it is your responsibility to ensure you maintain the hardware and software necessary to access, review and print periodic account statements. If you are uncertain about whether you have suitable technology, we recommend you continue to receive periodic account statements in paper form and not opt to receive them in electronic form only;
- (iii) the Bank will post periodic account statements to the Service within 10 business days following the close of the corresponding account statement period (either monthly or quarterly, as determined by you at account opening) without further notice to you as to their availability. Furthermore, any periodic account statement provided by the Bank to you through the Service shall be deemed to have been duly delivered to you and that the date of dispatch shall be deemed to be the tenth business day after the close of the corresponding account statement period; and
- (iv) while printed copies of prior periodic account statements may be requested from the Bank, such prior periodic account statements may not be accessible through the Service once the current periodic account statement is posted.

If you are receiving periodic account statements in paper form and want to receive periodic account statements in electronic form only, you can select the relevant option on the Service.

#### 2.4.2 *Receiving periodic account statements in paper form and electronic form*

You have the option of receiving periodic account statements in both paper form and electronic form. You can choose this option by selecting the relevant option on the Service. Do note that if you choose to receive periodic account statements in paper form, you will still receive periodic account statements in electronic form under the Service.

If you receive periodic account statements in both paper form and electronic form, the statements in paper form shall be the official record of your account.

If you choose to receive periodic account statements in paper form, you understand and acknowledge that delivery of periodic account statements in paper form will only start from the next scheduled statement period after the Bank receives your request, and has had reasonable opportunity to act upon your request.

The provisions stated in the existing account agreements in force between you and the Bank (for existing clients) shall govern the periodic account statement provided through the Service, in particular in connection with the consequences of you not reporting any error within the period of time specified in the applicable Other Bank Agreement(s), as well as in connection with the applicable laws and place of jurisdiction.

### Receiving Transaction Records in the Forms of Confirmations and Advices in Electronic Form

- 2.5 Under the Service, depending on your Booking Centre, you can choose between (i) receiving certain transaction records in the forms of confirmations and advices (the “Advices”) in electronic form only; or (ii) receiving Advices in electronic form **and** paper form.

This function is available for certain types of Advices and in certain Booking Centres only. Where Advices in electronic form are not available, you will receive Advices in paper form.

#### 2.5.1 *Receiving Advices in electronic form only*

By registering for the Service, you may receive Advices in electronic form only, and you will not receive Advices in paper form. The Advices in electronic form shall be the official record of the transaction.

By receiving Advices exclusively in electronic form only, you understand and acknowledge that:

- (i) if you are an existing client, this request is a departure from the existing account agreements in force between you and the Bank, in that it reflects a different method of delivery of the Advices than agreed in existing account agreements in force between you and the Bank. You understand and acknowledge that this request applies only to Advices, and will not apply to any other correspondence and/or communication from the Bank, which will continue to be delivered according to the terms of the existing account agreements in force between you and the Bank;
- (ii) it is your responsibility to ensure you maintain the hardware and software necessary to access, review and print Advices. If you are uncertain about whether you have suitable technology, we recommend you continue to receive Advices in paper form and not opt to receive them in electronic form only;
- (iii) the Bank will post Advices to the Service on a daily (or such periods as the Bank may determine) consolidated basis. Furthermore, any Advice provided by the Bank to you through the Service shall be deemed to have been duly delivered to you and that the date of dispatch shall be deemed to be the 24 hours after posting to the Service;
- (iv) while printed copies of prior Advices may be requested from the Bank, such prior Advices may not be accessible through the Service after 3 months or such period that the Bank may determine;
- (v) various Advices in electronic form may be consolidated on a daily or periodic basis while separate Advices in paper form are sent by mail after each transaction is completed; and
- (vi) due to the consolidation of various Advices in electronic form, the format of the consolidated Advices may differ from the Advices in paper form.

If you are receiving Advices in paper form and want to receive Advices in electronic form only, you can select the relevant option on the Service. This function is available for certain types of Advices and in certain Booking Centres only.

#### 2.5.2 *Receiving Advices in paper form and electronic form*



You have the option of receiving Advices in both paper form and electronic form. You can choose this option by selecting the relevant option on the Service. Do note that if you choose to receive Advices in paper form, you will still receive Advices in electronic form under the Service.

If you receive Advices in both paper form and electronic form, the Advices in paper form shall be the official record of the transaction.

If you choose to receive Advices in paper form, you understand and acknowledge that delivery of Advices in paper form will only start from the next available date after the Bank receives your request, and has had reasonable opportunity to act upon your request.

The provisions stated in the Other Bank Agreements for each Booking Centre in force between you and the Bank (for existing clients) shall govern the Advices provided through the Service, in particular in connection with the consequences of you not reporting any error within the period of time specified in the applicable Other Bank Agreement(s), as well as in connection with the applicable laws and place of jurisdiction.

### 3. MESSAGE CENTRE

This section governs your access to and use of the Message Centre. For the avoidance of doubt, this section does not apply to the Online Trading Service.

This section does not disclose or discuss all of the risks, or other significant aspects, of conducting transactions in the relevant products and in relation to the Message Centre. You should not construe these or any other statements as legal, tax or financial advice. You should consult your own independent legal, tax, investment and other appropriate advisors and conduct an independent analysis before entering into any transaction including via the Message Centre and only enter into a transaction if you have fully understood its nature, the contractual relationship into which you are entering, all relevant terms and conditions and the nature and extent of your exposure to loss.

All dealings between you and us are subject to:

- compliance with all applicable laws and regulations;
- compliance with international and domestic anti-money laundering and counter terrorism laws;
- compliance with any conditions for transactions set by any third-party service provider nominated by us to provide information or products and services in relation to your transactions conducted via the Message Centre; and
- in the case of any Advices or other record issued to you, the correction of errors and omissions.

- 3.1 The Message Centre is only available for use by selected Private Banking clients of the Bank, as determined in our sole and absolute discretion.
- 3.2 Without prejudice to the other forms of notices and communications that you have authorised us to use under our banking agreement, you are deemed, by using the Message Centre, to have also authorised us to send notices, communications and documents to you in connection with our banking agreement via the Message Centre. If you do not wish to receive push notifications from the Message Centre, you can use your mobile phone's privacy settings and/or the Message Centre's settings to indicate your preference.
- 3.3 We use cookies to monitor, analyse, promote and improve functionality of the Message Centre. For details, please read our cookie policy at the Bank's website.
- 3.4 You must take all reasonably practical measures to ensure that any electronic equipment

from which you access the Message Centre is free of and adequately protected against any computer virus or other malicious software. We will not be responsible for any loss or damage suffered by you as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from your use of the Message Centre on affected electronic equipment.

- 3.5 You are prohibited from using the Message Centre 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 the Message Centre on a compromised electronic equipment.
- 3.6 You undertake that you shall not use the Message Centre for any improper purpose (including any form of data harvesting or data mining), and shall respect and protect all rights, title and interest (including all intellectual property rights) in the Message Centre and any information and documents available on or via the Message Centre and shall not commercially exploit these in any manner whatsoever contrary to the intent and spirit of terms of this Agreement. You shall indemnify us from all losses which we may incur in connection with your improper use of the Message Centre.
- 3.7 We shall not be responsible for any improper or unauthorised use of the Message Centre by you or any other person.
- 3.8 You may only use the Message Centre for your own personal needs. You may not allow or permit any other person to access or use the Message Centre and any information and documents available on or via the Message Centre or otherwise deal with them for the benefit of any other person or in any way that is not specifically contemplated by the terms of this Agreement (including by way of downloading, copying, reproducing, adapting, publishing, selling, or distributing them) without our express written consent, which we may grant with or without conditions. If you are in any doubt about how you can use such information, please contact us.

There are substantial risks in allowing another person to operate any account you have with us, and it is possible that instructions could be given by persons who are not properly authorised. You accept all of the risks of such an operation and irrevocably release us from all liabilities arising out of or in connection with such instructions, whether taken by us or otherwise.

- 3.9 By uploading, submitting, posting or transmitting any data, material or information (“your content”) via the Message Centre (including any documents shared, annotated and exchanged), you agree to grant the Bank a worldwide perpetual irrevocable non-exclusive royalty-free and sub-licensable license to use, copy, reproduce, process, adapt, publish, create derivative work from, translate, transmit, host and disseminate your content in any media, technology, or form. We reserve the right (but in no way an obligation) to remove, pre-screen, review, flag, filter, modify or refuse any of your content at our sole discretion.
- 3.10 You acknowledge and consent to the recording of all communications via the Message Centre (including any documents shared, annotated and exchanged). We will also keep records of such communications in line with applicable legal and regulatory obligations and our internal policies. We may use the recorded communications (or transcripts of any video or voice conversations made over the Message Centre) in any dispute as admissible evidence and you agree not to challenge their validity, admissibility, enforceability, reliability, accuracy or authenticity on the basis that they are in electronic form. You agree that the recorded communications remain our property.
- 3.11 Currently, you may access the Message Centre to connect with your Private Banker, other advisors and specialists from the Bank (as the case may be) on Monday to Friday from 9:00am to 6:00pm when banks are open for general banking business in the jurisdiction of the Booking Centre (such as excluding Public Holidays). Such servicing hours may be amended by the Bank at any time in our sole and absolute discretion without prior notice to you and without



assigning any reason for that action.

- 3.12 You acknowledge and agree that any communication, transaction or information (including any document) transmitted via the Message Centre will not be processed in real time or contemporaneously, and subject to receipt by the Bank, we will use reasonable efforts to process these as soon as we can. You acknowledge and agree that there may be a delay in the processing of instructions (including time sensitive instructions), and the Bank shall not be held responsible or liable for any loss or damage you may incur in connection with the same including where your instructions may be executed at prices different from those prevailing at the time they were given. We are entitled to act upon your instructions given via the Message Centre and you cannot assume that we will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss.

- 3.13 For time sensitive instructions, you understand that you should continue to use your usual communication channels with the Bank (other than the Message Centre) for the purposes of submitting these instructions to the Bank.

By using the Message Centre, you acknowledge that there is no assurance that your instructions (including time sensitive instructions) will be received, accepted and/or processed by the Bank at all, or at any price or time.

- 3.14 You acknowledge and agree that the type of communication, transaction or information (including any document) permitted to be transmitted via the Message Centre shall be determined by the Bank in its sole and absolute discretion, and which shall be advised to you by your Private Banker and, if necessary, other advisors and specialists from the Bank, and that you shall only perform such transactions.

You acknowledge and agree that if you perform any communication, transaction or information (including any document) transmitted via the Message Centre which is not permitted by the Bank, we will be deemed not to have received these or to have knowledge (actual or constructive) of these and we will not process these.

- 3.15 You agree to check that any communication, transaction or information (including any document) transmitted via the Message Centre has been correctly acknowledged by us. If you are uncertain as to whether your instructions or any other notice has been received by us, you will make all reasonable attempts to verify whether the instruction or notice has been received, approved or effected before taking any further action. You also represent and warrant that you will issue specific cancellation or amendment instructions with respect to an existing instruction and not to attempt to effect such changes by placing a second or duplicate order.

- 3.16 You acknowledge that any communication, transaction or information (including any document) transmitted via the internet or other electronic medium involves risks, and you agree that you cannot infer any recommendation or endorsement of reliability by us from any data provided on the Message Centre and in the terms of this Agreement.

- 3.17 You acknowledge and agree that a transaction will only be accepted and processed by us if all requisite information and documentation, as notified by us from time to time, has been provided by you. We shall also be entitled in our sole and absolute discretion (without any liability on our part) to reject, stop, intercede or cancel any transaction or order, for any reason whatsoever (including but not limited to any circumstances where we believe, in our reasonable opinion, that the execution of such transaction or order would be in breach of any applicable laws and regulations or otherwise adversely affect our interests or the interests of our affiliates).

- 3.18 We endeavour to ensure the accuracy and reliability of the information (including any document) provided via the Message Centre, but we do not guarantee the timeliness, sequence, accuracy, adequacy, consistency or completeness of any information provided on or via the Message Centre and any such information and the Message Centre is provided by the Bank on an “as is” and “as available” basis. The Bank does not make any express or implied representation or warranty (including warranties of merchantability or fitness for a particular use) as to its reliability or functionality, or that the Message Centre is free of viruses or other malicious software and can be accessed in an uninterrupted, timely, secure or error-free manner.
- 3.19 You shall be solely responsible for any breach of your obligations under the terms of this Agreement or for your actions or omissions, and the Bank has no responsibility to you or any other persons because of your breach, actions or omissions. You agree to use the Message Centre in accordance with the terms of this Agreement and not to use the Message Centre in any way that is unlawful or in breach of any applicable laws or promotes illegal activities, or that contravenes or infringes any rights of the Bank or any other persons. You agree that before accessing or using the Message Centre while you are outside your country of residency, you will ensure that you would not be breaching any laws, rules or regulations in that other country by doing so.
- 3.20 Any access and use of the Message Centre and reliance made on the Message Centre and any communication, transaction or information (including any document) transmitted via the Message Centre, actual and deemed, shall be at your sole risk.
- 3.21 Information provided through the Message Centre is not intended as an offer, invitation, inducement, advice, recommendation or solicitation. Such information may be valid for a limited time only and we reserve the right to delete such information in our sole and absolute discretion.
- 3.22 To the fullest extent permitted by applicable law, you agree that the Bank shall not be held liable (whether in tort or contract or otherwise) for any claim, liability, cost, expense, damage or loss howsoever arising, whether direct, indirect, consequential, special, punitive, exemplary or economic (and whether or not caused by our negligence or the negligence of any third party service provider), from or in connection with making available to you the Message Centre, any access or use of the Message Centre, system down-time, delays or functionality error of the Message Centre, any fault, error or defect in design or engineering of the Message Centre or any delay, fault, failure in or loss of access to the Message Centre, any delay in the processing of your instruction(s) or any refusal to accept or process your instruction(s) submitted via the Message Centre, or any transmission of information between you and the Bank via the Message Centre (such as loss of data or confidentiality), including in connection with a right or term implied by law in a relevant jurisdiction (whether by statute or otherwise) which is capable of exclusion. You agree to indemnify us against any claim, liability or loss arising from, and any costs and expenses arising directly or indirectly out of or incurred in connection with any incorrect or misleading representation or warranty given by you, with us undertaking your instructions via the Message Centre or any failure by you to comply with the terms of this Agreement.
- 3.23 We may amend the terms of this Agreement and any policies and procedures that may be available on or via the Message Centre in respect of your access and/or use of the Message Centre (as applicable) from time to time in our sole and absolute discretion. By continuing to use the Message Centre following any new amendment, you will be deemed as accepting the amended terms, policies and procedures. We do not need to give you advance notice where any variation of the terms of this Agreement, policies and procedures is required to comply with any legal, regulatory or other requirement, or to restore or maintain the security of our

systems or accounts.

- 3.24 By giving our approval or consent in relation to any matter, we do not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

## **4 TERMS OF USE**

- 4.1 The Bank hereby grants you a non-transferable, non-exclusive license to use the Service for your own personal, noncommercial use only. You agree not to copy (other than a copy for personal, non-commercial use), sell, transfer, sublicense, rent, assign, share, translate, convert to another programming language, compile, decompile, disassemble, reverse engineer, modify or change the Service, any system providing access to the Service or the Contents for any purpose other than to the extent you are entitled to do so by law. No third party, including any party who is your agent or representative, is authorised to access or use the Service on your behalf except persons who have been conferred power of attorney according to Other Bank Agreements and who are entitled to register for the Service on your behalf. With the exceptions of applications commonly known as Web browser software or other applications approved by the Bank, you agree not to use any software, program, application, or any other device to access or log on to the Website or the Service or to the computers of the Bank or its parent companies, subsidiaries or affiliates or their proprietary software or to automate the process of obtaining, downloading, transferring or transmitting any Content, or other information to or from the Website, the Service or such computers or proprietary software.
- 4.2 The Bank will provide you with certain confidential data and information relating to your relationship and/or accounts with the Bank as well as customer information ("Confidential Client Information") by means of the Service. To the fullest extent possible under applicable law, the Bank will not be liable for any losses in contract, tort, warranty, or otherwise, incurred in connection with (i) the electronic transmission of Confidential Client Information to or from the Service, (ii) the implementation of any security procedures established for the purpose of limiting access to, and protecting, Confidential Client Information, (iii) any decision made or action taken by or any inaction or omission by any party in reliance upon the Service or any electronic transmission of Confidential Client Information or security procedures, or (iv) any delays, inaccuracies, errors in, or omissions of the Service, Confidential Client Information, or security procedures, subject to the provisions of subsection 6.1.
- 4.3 The Bank reserves the right to terminate your access to the Service with immediate effect and without prior notice, and to take any other action we deem appropriate, in our sole discretion, without limitation for any reason whatsoever, including, but not limited to, the unauthorised use of your Username and Password for the Service, fraud and negligence on your part and/or the part of your agent.

## **5 TRUST COMPANIES**

- 5.1 In the event that you are acting in your capacity as trustee, nominee, settlor, investment manager or in any other fiduciary capacity (including as an authorized representative of Standard Chartered Trust (Singapore) Limited or you are an entity owned directly or indirectly by a trustee, nominee or other fiduciary, then the Bank may exercise its absolute discretion to limit your use of the Service to viewing information in respect of your accounts, without access to the Message Centre, and you may not be able to send any instructions (including, but not limited to, investment instructions) via the Service.

## **6 NO WARRANTIES**

- 6.1 Although the Bank attempts to provide accurate Contents on the Service, we make no representation, endorsement, or warranty that such Contents are accurate and complete or

that the Contents or the Service are suitable for any particular purpose. In this regard, you are hereby advised that you should confirm directly with your Private Banker any Contents of the Service on which you plan to rely. The service and its contents are provided on an “as is” basis. Use of the service and its contents is at your sole risk. The service and its contents are provided without any representations, endorsements, or warranties of any kind whatsoever, either express or implied, including, but not limited to, any warranties relating to title or accuracy and any implied warranties, conditions or other terms relating to merchantability, satisfactory quality, fitness for a particular purpose or noninfringement, with the sole exception of warranties, conditions or other terms (if any) which cannot be expressly excluded under applicable law. We do not guarantee that our security procedures will prevent the loss of, alteration of, or improper access to, information that you transmit to the service or to the contents of the service or confidential client information. We do not guarantee continuous service, service at any particular time, the integrity of data transmitted to or from the service or maintained on the service, that any defects will be corrected, or that the service or the contents that it makes available are free from viruses or other harmful components, and we may discontinue generating contents or providing the service without prior notice.

## **7 LIMITATION OF LIABILITY**

- 7.1 Any limitations of liability set out in your Other Bank Agreements for the relevant Booking Centre shall apply, mutatis mutandis, in respect of the Services, and any instructions from you in connection with the Services.
- 7.2 To the fullest extent provided by law, you shall indemnify the Bank, its parent companies, subsidiaries, affiliates, contractors, agents, third-party sources and their respective officers, directors or employees (the “Indemnified Parties”) from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs and other liabilities which an Indemnified Party may incur or suffer from or by reason of your use of the Service.

## **8 DATA SECURITY**

- 8.1 The Bank recognises the importance of protecting the security of your personal information. The information required to register for the Service includes, amongst others, the identification number for your account(s), your mobile phone number and email address, the location of your account(s) and the name of your Private Banker. The information you provide to register for the Service, including your mobile phone number and email address, the information regarding your accounts, and the contents of your Message Centre Inbox, will be collected and stored on the Service. In the event of a change of your mobile phone number and/or your email address, you must notify your Private Banker to update your contact details prior to your next use of the Service.

Additionally, messages that you transmit to your Private Banker and that your Private Banker sends to your Message Centre Inbox will refer to you by Client Portfolio-Number, unless you have included additional identifying information in your message. Your account information will refer to you by Client Portfolio-Number. You agree that we may download certain information in the form of a “cookie” or similar file, which permits us to track your usage of the Service, to your computer in connection with providing the Service to you. The Bank uses an advanced encryption method known as SSL to secure information that you transmit to the Service and information that you view on the Service. In the event that SSL is not available or if you are accessing the Service through a World Wide Web browser that does not supports SSL, you will not be able to use the Service.

Notwithstanding the security procedures described above, you acknowledge that there is a risk the information that you transmit to or receive from the Service being accessed by unauthorised third parties.

- 8.2 In order to access the Service, you will be required to select a Username and Password and provide other information, including but not limited to your mobile phone number and email



address, in accordance with the registration instructions set forth on the Service. You represent to us that information that you provide to us in connection with your registration is complete and accurate. You may also be required to complete an additional layer of security, Second Factor Authentication (2FA), by entering a One Time Password (OTP) in order to access detailed account information. OTP is a unique randomly generated password that identifies you when the Service is being accessed. OTP will be transmitted to your mobile phone number that has been registered with the Bank or via token or such other means as the Bank may otherwise select or agree.

- 8.3 You agree not to share your Username or Password with any person and to take all reasonable precautions to keep your Username and Password confidential and to prevent unauthorised access to the Service and to follow such other necessary security precautions and practices we may advise and communicate to you from time to time. You must not save your Username and Password on your personal computer or any other access device in any form that can be accessed by unauthorised parties. Upon the conclusion of each session you must log off from the Service to ensure that no one else can enter into your SC Private Bank App Account. The Service has been designed so that you may access your SC Private Bank App Account only upon the entry of your Username and Password, and upon further verification as we or the Service may require. Notwithstanding any further verification, you agree that the Bank is entitled to rely on the use of your Username and Password for the Service as adequate identification of you. We are entitled to treat messages (delivered to your Private Banker via the Service) as having been delivered by you without obtaining any further written or other confirmation from you. In the event you request a Password reset from the Bank, your temporary password will be sent to you via your mobile phone number which has been registered with the Bank. You understand and acknowledge that delivery of your temporary password through your mobile phone number may be unsecured and unencrypted and may be intercepted by third parties. You agree to take full responsibility for the consequences of any unauthorised access to your SC Private Bank App Account by any party to whom you have provided your Username and/or Password and for any unauthorised access to your SC Private Bank App Account as a result of your negligence.
- 8.4 You must notify us immediately by calling your Private Banker if you become aware of (i) the loss or compromise of your Username or Password, (ii) any unauthorised use of your Username or Password, (iii) any inaccuracies in your personal or account information or (iv) any other activity in regard to the Service or your accounts that you consider to be irregular or suspicious.
- 8.5 Further, during or after the registration process, the Service permits you to select whether you wish to instruct the Bank to send an email message to an email address that you have provided to us for the purposes of informing you that you have received a message in your Message Centre Inbox ("Email Notification") and for receiving notice of amendments to this Agreement. There may be periods when the availability and delivery of your Email Notification may be disrupted. You understand that Email Notifications and emails between you and the Bank (other than communications transmitted through the Message Centre) are unsecured and unencrypted and may be intercepted by third parties. If you have elected to have Email Notification, you have the option to terminate Email Notification at any time.
- 8.6 In order to make the Service available to you, the Bank (directly or through its affiliates) may (subject to compliance with applicable law) enter into contractual agreements with one or more affiliates of the Bank and the Bank or such affiliate or affiliates may, in turn, enter into contractual agreements with one or more independent third parties. The operation of the Service involves the transmission of information in your SC Private Bank App Account and its reception and storage on computers operated by the Bank, its affiliates and its or their contractors and agents located throughout the world, including in the United States. You acknowledge and agree that by requesting to register and by using the Service, you consent to the transmission of Confidential Client Information and such personal or proprietary information relating to you over international borders as necessary for processing in accordance with the Bank's standard business practices.
- 8.7 Contents of the Service and all communications that you send to the Bank, including, but not limited to, those that are sent through the Message Centre, are subject to monitoring and review by Bank personnel other than your Private Banker and/or Booking Centre personnel,



including possibly in some instances, by personnel of parent companies, subsidiaries and affiliates of the Bank, for reasonable business purposes, including surveying the quality of service that you receive to ensure compliance with this Agreement, the Other Bank Agreements, the Rules, applicable law and industry regulations and to maintain the security of the Website and the Service.

- 8.8 The Bank may (subject to compliance with applicable law) disclose information relating to your SC Private Bank App Account and your use of the Service to third parties to the same extent that it may disclose other information relating to you and your account or accounts under the Other Bank Agreements, including, without limitation, pursuant to subpoena or other legal or regulatory process or request in any jurisdiction in which such information may be maintained or to which it may be transmitted.
- 8.9 You agree that Confidential Client Information such as your personal information (as defined in subsection 4.2 and described further in subsection 8.1) may be held and processed by the Bank, its affiliates or independent third parties in order to provide the Service to you. You acknowledge that you have received a copy of the Privacy Statement ("Privacy Statement") applicable to each of your Booking Centres and your Relationship Centre (available at <https://www.sc.com/privatebank/en/privacy-statement.html>), have read and understood such Privacy Statement and agree that Confidential Client Information such as your personal data may be held or disclosed in accordance with the terms of each applicable Privacy Statement and Other Bank Agreements. You further agree that your personal data may, from time to time, be used for the purpose of supplying you with relevant marketing information from the Bank and your Relationship Centre. Should you wish, at any time, to change the data protection consent that you are hereby giving, please contact the Bank's relevant Data Protection representative, as described in the applicable Privacy Statement.

## 9 OTHER PROVISIONS

- 9.1 **Copyrights and Other Intellectual Property.** Contents of the Website and the Service, including the graphics, icons and overall appearance of the Website and the Service, and the technology used in connection therewith, are either the sole and exclusive property of the Bank, and/or its subsidiaries or affiliates, or are licensed to them. The posting of the Contents of the Website and the Service and the provision of the Service neither constitutes a waiver or license of any of the Bank's proprietary rights, or of any other party's proprietary rights, including, but not limited to, copyrights, trademarks, servicemarks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to you or to any third party. Contents of the Website and the Service are protected by United States and international copyright laws, both as individual works and as a collection, and by United States and international trademark laws. You agree not to delete any copyright, trademark, or similar notice from any Contents you obtain from the Website or the Service.
- 9.2 **Compliance with Applicable Laws.** The provision of the Service to you shall be subject to all laws, rules, regulations and decisions of any government or other authority applicable thereto ("Applicable Law") and the Bank reserves the right to review, modify or cancel your SC Private Bank App Account and the availability of any and all aspects of the Service to you at any time at its sole discretion in order to comply with Applicable Law. The Bank shall have no responsibility if, by reason of Applicable Law in force, from time to time it is prevented or hindered from providing any or all aspects of the Service to you and shall not be liable for any losses, damages, costs or expenses which you may suffer or incur thereby to the extent permitted by law.
- 9.3 **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of England and Wales without regard to the conflicts of laws thereof and you irrevocably submit to the jurisdiction of the English courts or any other courts of a jurisdiction that is specified in your Other Bank Agreements ("Jurisdiction"), provided that such jurisdiction(s) shall not be exclusive.
- 9.4 **Jury Waiver.** The Bank and you irrevocably, voluntarily and knowingly waive any right to a trial

by jury in any litigation arising out of or relating to this Agreement; and the Bank and you acknowledge that this jury waiver is a material inducement to the Bank to permit you to enrol in the Service and both the Bank and you acknowledge that no representative of the other party has represented (expressly or otherwise) that the other party would not or might not enforce this jury waiver.

- 9.5 **Severability.** Any provision of this Agreement which is invalid or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability and shall not affect the validity or unenforceability of the remaining provisions hereof or the validity or unenforceability of such provision in any other jurisdiction.
- 9.6 **Notices and Communication.** Except as provided in section 1 of this Agreement in regard to amendments to this Agreement, a notice from the Bank with regard to this Agreement shall be deemed to have been given if (i) addressed to you at such address as may be notified to the Bank in writing by you or which appears in the Bank's records as your last known address and shall be deemed to have been given immediately after posting, (ii) delivered to you personally and shall be deemed to have been given to you upon delivery, or (iii) made by telephone or fax and shall be deemed to have been given at the time of transmission. Except as otherwise provided in this Agreement, you should give the Bank any formal notice in connection with the Service in writing (or by such other means as we may notify you from time to time for this purpose). Any complaints in connection with the Service should be directed to your Private Banker or Booking Centre (or by such other means as we may notify you from time to time for this purpose).
- 9.7 **Assignment.** You may not assign or transfer all or any of your rights and obligations under this Agreement without the prior written approval of the Bank. Your successors, heirs, executors and other legal representatives shall remain liable for all acts performed under this Agreement. This Agreement shall operate for the benefit of the Bank and its successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise or any change in the constitution of the Bank or any such successor or assign. Where possible under the laws of the Jurisdiction, the Bank may assign or otherwise transfer, and/or change the branch through which it is acting in respect of all or any of its rights and obligations under this Agreement.
- 9.8 **Entire Agreement.** Except as expressly set out above in sections 1 and 2.1 with respect to the Other Bank Agreements, the Rules and the Online Trading Terms, this Agreement contains the entire agreement of the Parties with respect to the Service, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between the Parties with respect to the Service.
- 9.9 **Fraud.** Nothing in this Agreement excludes either Party's liability for fraudulent misrepresentation or under the tort of deceit.
- 9.10 **Interpretation.** The provisions contained in this Agreement have been arranged in particular sections and paragraphs for convenience only. Any of them shall, where the context permits, apply equally to matters dealt with in other sections or paragraphs. Section headings are for ease of reference only and shall have no legal effect. Where appropriate in this Agreement, the use of the singular shall include the plural. No ambiguity in this Agreement shall be construed against the Bank by reason of the fact that the Bank or its legal counsel drafted such provision.
- 9.11 **Waiver.** Any forbearance or delay by the Bank in exercising any rights, power or remedy shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof and no course of dealing between you and the Bank nor any waiver in one or more instances shall be deemed a waiver in any other instance. Each of the Bank's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically amended or waived in writing by the Bank.
- 9.12 **Third party rights.** The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office) may enforce any rights or benefits, or any indemnity, limitation or exclusion of liability, in this Agreement; and
- a person who is a permitted successor or assignee of the rights or benefits of this 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 this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

## **10 TERMINATION**

- 10.1 Nothing in this Agreement shall impose any obligation on the Bank to provide the Service to you and the Bank may terminate this Agreement at its absolute discretion upon notice to you of at least 7 calendar days. However, the Bank reserves the right to terminate this Agreement without prior notice to you in exceptional circumstances, including but not limited to: (a) any breach of the terms of this Agreement on your part or on the part of any person authorised to act on your behalf; (b) in order to comply with any applicable law or regulatory request; or (c) where you cease to be a client of the bank for the purposes of this Agreement. For avoidance of doubt, this Agreement will terminate if your Other Bank Agreements are terminated.
- 10.2 You may terminate this Agreement at any time by providing written notice to the Bank or by ceasing to use the Service.
- 10.3 Termination of this Agreement will not affect any rights or obligations which may already have arisen between you and the Bank.

## **NOTICE TO SINGAPORE CLIENTS**

This section is applicable to clients who maintain an account with Standard Chartered Bank (Singapore) Limited

## **DISCLOSURE OF INFORMATION**

Nothing in this Agreement, either expressly or by implication, creates or is to be construed as an express or implied agreement by the Bank with you for a higher degree of confidentiality than that prescribed in section 47 of and the Third Schedule to the Banking Act, Chapter 19 of Singapore. This rights to disclose information conferred on the Bank in this Agreement shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between you and the Bank in relation to any Confidential Client Information nor shall any such other agreement in any way be prejudiced or affected by this Agreement.

## **NOTICE TO UNITED KINGDOM CLIENTS**

This section is applicable to clients who maintain an account with Standard Chartered Bank, London Branch

Standard Chartered Bank is incorporated in England with limited liability by Royal Charter 1853 Reference Number ZC18. The Principal Office of the Company is situated in England at 1 Basinghall Avenue, London, EC2V 5DD. Standard Chartered Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

In the United Kingdom Standard Chartered Bank (trading as Standard Chartered Private Bank), is an authorised financial services provider (licence number 45747) in terms of the South African Financial Advisory and Intermediary Services Act, 2002.

## **NOTICE TO HONG KONG CLIENTS**

This section is only applicable to clients who maintain an account with Standard Chartered Bank (Hong Kong) Limited

The Service is made available by Standard Chartered Bank (Hong Kong) Limited ("SCBHK"), which is a licensed bank under the Banking Ordinance, Cap. 155.

## **NOTICE TO JERSEY CLIENTS**

This section is applicable to clients who maintain an account with Standard Chartered Bank, Jersey Branch

Standard Chartered Bank, Jersey Branch is regulated by the Jersey Financial Services Commission for Deposit Taking, Money Service, Funds Services Business and Investment Business. This means that we are obliged to comply with the relevant Codes of Practice and other guidance notes issued by the Jersey Financial Services Commission when providing the products and services to you under these booking centre terms and conditions. The principal place of business of Standard Chartered Bank, Jersey Branch is PO Box 80, 15 Castle Street, St Helier, Jersey JE4 8PT. The Jersey Branch of Standard Chartered Bank is also an authorised financial services provider under license number 44946 issued by the Financial Sector Conduct Authority.