

Consolidated Terms & Conditions for Current Account and Other Services

Standard Chartered

Standard Terms

1. Definitions and Interpretations

1.1 Definitions:

“Account” means any bank account (including any sub-account, current or deposit account) held in Your name with Us.

“Affected Instruction” means an Instruction We think is unclear, conflicting, incorrect, incomplete, not authentic, unauthorised or would breach any applicable law, order or sanction of any Authority.

“Affiliate” means, in relation to a company:

- (a) its Subsidiary;
- (b) its Holding Company; or
- (c) any other Subsidiary of that Holding Company
- (d) including head offices and branches of the above.

“Agreement” means the contract between the Parties relating to Our provision to You of one or more Services in the Service Location, comprising these Standard Terms, the relevant Country Supplement, the relevant Service Supplements and any other terms and conditions referred to in the relevant Application Form.

“Application Form” means an application form We provide or make accessible to You in which You apply to Us for any Service (including a supplemental application form).

“Authorised Person” means any person You designate in writing as having the authority (either alone or collectively) to act on Your behalf in giving Instructions, to perform any other acts under an Agreement or receive any Service.

“Authority” means any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal with jurisdiction over Us or our head office or our Holding Company.

“Banking Day” means a day when banks are open for general banking business in the Service Location.

“Bank Member” means Standard Chartered PLC or any of its Affiliates (including branches).

“Channel” means any system, medium or channel (including internet, telephone, fax and email) established by Us to enable You to access and use the Services You have selected.

“Client ID” means the unique means of identification (in the form of a password, PIN, personal identification or a combination) assigned to or selected by You.

“Client Group Member” means You or any of Your Affiliates (including head offices and branches).

“Client Systems” means any communication line, modem connection or other facilities, software, hardware or equipment provided and used by You to transmit or receive any information sent electronically or by telephone.

“Control” means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be **“Controlled”** by the first person.

“Country Supplement” means each country supplement for a Service Location in respect of an Account or Service.

“Digital Certificate” means an electronic attachment to an electronic message used for security purposes.

“Electronic Keys” means a smart card, security token, electronic key or other similar physical device which gives the person who has it access to a Service.

“Force Majeure” means, any:

- (a) flood, storm, earthquake or other natural event;
- (b) war, hostilities, terrorism, revolution, riot or civil disorder;
- (c) strike, lockout or other industrial action;
- (d) change in any law or any change in the interpretation or enforcement of any law;
- (e) act or order of any Authority;
- (f) order of any court or other judicial body;
- (g) restriction or impending restriction on the availability, convertibility, credit or transferability of any currency;
- (h) computer system malfunction or failure (regardless of cause) or any third party interference with a computer system;
- (i) error, failure, interruption, delay or non-availability of any goods or services supplied to You or Us by a third party; or
- (j) other circumstance beyond Our reasonable control.

“Holding Company” means, in relation to a company, a company in respect of which the first named company is a Subsidiary.

“Insolvency Proceedings” means any corporate action, legal proceedings or other step in relation to:

- (a) suspension of payments, moratorium of indebtedness, bankruptcy, winding up, dissolution, administration and reorganisation (other than a solvent liquidation or reorganisation) or composition or arrangement with creditors;
- (b) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrator or similar officer in respect of You or any of Your assets;
- (c) expropriation, attachment, sequestration, distress or execution affecting any of Your assets or the enforcement of any security over Your assets; or
- (d) any analogous procedure or step in any jurisdiction.

“Instruction” means instructions in relation to any Account, Transaction or Service which:

- (a) contain the information We require to carry out the instructions;
- (b) We receive via: SWIFT, telephone, telex, fax, other teleprocess, Our electronic instruction system or such other means agreed by the Parties; and
- (c) We believe in good faith has been given by an Authorised Person or are transmitted with such testing or authentication as We may specify

and “**Instruct**” has the corresponding meaning.

“**Intellectual Property Rights**” means any rights in tangible and intangible intellectual and industrial property existing anywhere including any invention, patent, design or utility model rights, logo, copyright, trade mark, service mark, database right, topography right, commercial or confidential information, know how or trade secret and any other rights of a similar nature or effect whether or not registered and the right to apply for them.

“**Losses**” means any losses, damages, demands, claims, liabilities, costs (including legal costs) and expenses of any kind (including any direct, indirect or consequential losses, loss of profit, loss of goodwill and loss of reputation) whether or not they were foreseeable or likely to occur.

“**Mandate**” means Your corporate authorisation setting out the Authorised Persons’ authority to act on Your behalf. “**Notify**” means Our disclosure to You of information by any of the following methods:

- (a) verbally;
- (b) handing over by Our officer;
- (c) in writing by post, fax or email; and
- (d) posting on Our Website,

and “**Notified**”, “**Notifying**” and “**Notification**” have corresponding meanings.

“**Parties**” means You and Us.

“**Payment Instrument**” means any cheque, traveler’s cheque, demand draft, cashier’s order, money order, postal order or other similar instrument.

“**PIN**” means a secret number code unique to a User or a particular Electronic Key.

“**Relevant Data Subject**” means any person:

- (a) named in or who executes an Application Form or a Set-Up Form;
- (b) who is Your Authorised Person; or
- (c) specified by Us as such.

“**Report**” means, in relation to any Account, Transaction or Service, any data, report, statement or information requested by You.

“**Security Procedures**” means any security measures and procedures set out in the User Guides or Service Supplements and any other instructions We may give You concerning security.

“**Service**” refers to any banking facilities, Channel(s) functions and product and financial services We provide to You (whether or not related to an Account).

“Service Level Agreement” means the procedural and operational requirements for the provision of a Service as agreed between the Parties.

“Service Location” means the country or territory in which We operate and provide Services to You as identified in the relevant Application Form.

“Service Supplement” means Our terms applicable to a Service You have selected.

“Set-Up Form” means a form setting out the set-up options You require for a Service. **“Software”** means any software that We or Our supplier has supplied to You.

“Software Licence” means any licence granted to Us or You in connection with the Software.

“Standard Terms” means these standard terms.

“Straight2Bank Web” means Our internet-based Channel.

“Subsidiary” means, in relation to a company, any other company:

- (a) which is Controlled, directly or indirectly, by the first named company;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first named company; or
- (c) which is a Subsidiary of another Subsidiary of the first named company.

“System Materials” means all User Guides, Software, hardware, Electronic Keys, card readers, Digital Certificates and all other equipment, materials or documentation on any media We provide to You.

“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).

“Transaction” means any transaction:

- (a) made between the Parties;
- (b) effected by Us on Your Instruction; or
- (c) made between You and any other party.

“Transaction Terms” means the terms which govern each Transaction.

“User” means anyone You authorise to use any Service on Your behalf.

“User Guides” means the operating and procedural guides, manuals or technical specifications provided to You in connection with an Account or a Service.

“User ID” means the unique means of identification (in the form of a password, PIN, personal identification or a combination) assigned to or selected by a User.

“Website” means the internet, the internet platform or website through or on which any Report or Service is made available or provided to You.

“We”, “Our” and “Us” refers, in relation to the Agreement, the Bank Member identified in the relevant Application Form as the provider of the relevant Service(s) in the relevant Service Location.

“You”, “Your” and “Yours” refers, in relation to the Agreement, the person identified in the relevant Application Form as the client receiving the relevant Service(s) in the relevant Service Location.

1.2 Rules for Interpreting these Standard Terms

- (a) **References to certain general terms:** Unless expressly stated otherwise in these Standard Terms:
- (i) a reference to a person includes such person’s executors, administrators, successors, substitutes (including by novation) and assigns;
 - (ii) a reference to a document includes any variation or its replacement;
 - (iii) “person” includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
 - (iv) the word “law” includes common law, principles of equity and laws made by parliament;
 - (v) a reference to a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any Authority;
 - (vi) the word “including” when listing examples, does not limit the list to such examples or examples of a similar kind;
 - (vii) a gender includes all other genders;
 - (viii) the singular includes the plural and vice versa;
 - (ix) “send” or “sent electronically” means to send or have sent any information or instructions by way of fax, email or any other form of electronic communication or messaging; and
 - (x) “writing” includes telex, email and fax transmission legibly received and “written” has the corresponding meaning.
- (b) **Headings:** Headings in these Terms are for convenience only and do not affect their interpretation.

2: Your Responsibilities

2.1 You must:

- (a) follow Our instructions relating to any Service and perform any Security Procedures;
- (b) follow all applicable laws;
- (c) provide Us any documents We ask for evidencing Your Authorised Person’s authority;
- (d) get the consent of Relevant Data Subjects to Our collection, holding and use of their personal information;
- (e) get independent legal, tax, financial and other advice in relation to any Account, Service, Transaction or Agreement with Us. We do not owe You any advisory, fiduciary or similar duties;
- (f) give Us accurate and up to date information in relation to the Agreement and any information We reasonably request;
- (g) keep the Systems Materials, the Client Systems, Client ID, User ID and all information relating to the Services secure

and confidential preventing anyone other than Your Users and Authorised Persons access to them. You will inform Us immediately if they are lost, misused or being used by someone who does not have authority to use them and inform Us immediately of any or suspected problems with any Channel and help Us with Our reasonable requests to fix any problems;

- (h) take all reasonable steps to detect and prevent unauthorised entry of data or software corrupting devices into Your and Our System Materials; and
- (l) buy and if required upgrade Your own hardware, software and systems as necessary for using Our Channels.

2.2 You must not:

- (a) change, decompile, reverse engineer or make copies of any Software or interfere with any Systems Materials or information stored on it; or
- (b) transfer, share or sub-license the Software or any System Materials or copy them without Our prior written consent.

2.3 You confirm that

- (a) any person identified as a User in the Set-Up Form is authorised to receive Services and act on Your behalf;
- (b) You will promptly inform Us if anything changes.

2.4 You are responsible for any Electronic Key, Client ID, User ID or Digital Certificate We send to You even if someone else receives and uses them.

2.5 You shall be responsible for all Transactions that are automatically processed while We are complying with Your request to turn off Your User's access to Our System Materials.

3. Our Responsibilities

3.1 In providing the Services, We will:

- (a) use reasonable care and skill;
- (b) provide You with a revocable, royalty-free, non-exclusive, non-transferable Software Licence, if required for the Services;
- (c) provide You the relevant Services You select under any Application Form accepted by Us;
- (d) use reasonable endeavours to re-establish any Channel You select which is interfered with or becomes unavailable or provide You with alternative facilities as soon as We can;
- (e) take all reasonable measures to prevent unauthorised access to any Channel;
- (f) send You Reports You select in a Set-Up Form. For any Service not listed in the applicable Application Form, Reports will be governed by their Transaction Terms; and
- (g) accept anyone who uses Your Electronic Keys, Client IDs, User IDs or Digital Certificates as being authorised by You to do so.

3.2 You understand and agree that the deposits and their payments are governed by the law in effect from time to time

in India and the deposits will be payable only at the branch in India where the deposits are placed. Bank shall have the sole discretion to allow the withdrawal of the deposits at any other branch in India. Bank shall not be liable to pay the proceeds of the deposits at any branch or office (including the Head Office) outside India. In the event of any failure on our part to comply with all or any of the guidelines/rules/law laid down by RBI, the Bank, Government of India or any other duly constituted regulatory body or authority, you shall indemnify the Bank of any loss or damage that may be caused to it. Bank may adopt such action, as it deems fit on the happening of such event;

4. Instructions

- 4.1 Replacing a Mandate:** We need 7 Banking Days from the time We receive Your new Mandate to replace the existing one. Until then, We will rely on the existing Mandate.
- 4.2 Authorised Person:** You confirm that We can accept Instructions from any Authorised Person.
- 4.3 Incomplete Instructions:** We may act on incomplete or unclear Instructions if We reasonably believe We can correct the incomplete or unclear information without referring to You.
- 4.4 Inconsistent Instructions:** We may act on Instructions even when they are inconsistent with each other.
- 4.5 Refusing to Act:** We may not process Your Instruction if:
- (a) We consider it an Affected Instruction;
 - (b) the Security Procedures appear to have been breached;
 - (c) We have a valid reason for doing so; or
 - (d) processing it may result in an unauthorised overdraft. Where more than one Instruction is given, We may choose which Instruction to process.
- 4.6 Payment Instructions:** You authorise Us to act as the instructing financial institution to send Your payment Instructions. You also authorise Us, any Bank Member or any third party who receives such Instructions to act on them as if You had sent the Instructions directly to them.
- 4.7 Notice:** If We cannot process Your Instruction, We will Notify You as soon as We can.
- 4.8 Stopping a Transaction:** We will try to stop or cancel a Transaction when You ask Us to but We will not be responsible if We cannot do so.

5. Notices and Communications

- 5.1 Contact Information:** Each Party will provide the other in writing their designated department, address, telephone, fax number and email address for receipt of notices and other communications in connection with the Agreement.
- 5.2 Form of notices and communications:** Unless otherwise provided, notices and communications must be legible and sent to the designated department at the address, fax number or email address last notified.

- 5.3 When notices and communications to You are effective:** Unless otherwise provided, Our notices and communications to You are effective if:
- (a) sent by fax, at the time shown on the transmission report as being successfully sent;
 - (b) delivered personally, at the time of delivery;
 - (c) sent by post, 5 Banking Days after posting; and
 - (d) sent by email, at the time We send it.

5.4 When notices and communications to Us are effective: Your communications are effective when We actually receive them.

5.5 Verbal or Electronic Instructions and Communications:

- (a) We can act on Your Instructions or communications received verbally or through any Channel if We believe them to be genuine and complete. We may require Your confirmation prior to acting on such Instructions.
- (b) You bear any risks in sending Your Instructions or communications verbally or through any Channel.

5.6 Recording of telephone conversations: Subject to any applicable law, We may record Our telephone conversations with You and use the recorded conversations or transcripts in any dispute in connection with the Agreement.

5.7 Security identification numbers: We may issue You: User IDs, Client IDs, PINs or other means of identification to communicate with Us electronically or to give Us Instructions. You are responsible for them once We send them to You even if any other person receives or uses them. You must keep them strictly confidential preventing any person other than Your Authorised Persons access to them.

6. Digital Signatures and Electronic Contracts

6.1 Digital Signature: Instructions and communications digitally signed and supported by a Digital Certificate will have the same legal effect, validity and enforcement as if signed in writing.

6.2 Electronic contracts enforceable: You are satisfied that electronically executed contracts are enforceable and with all the legal risks associated with such contracts.

6.3 Mobile Device Authorisation: For mobile banking functionality which allows Your Authorised Persons to authorise Instructions via a mobile device, Your Authorised Persons may not be able to view the full details of the underlying Transaction at the time of authorisation. You bear any risks arising from any Instructions authorised through the mobile device (including the risk of fraud).

6.4 Websites:

- (a) For more efficient access to Our internet-based systems, We may put “cookies” temporarily on Your computer. You may disable the cookies, but in doing so, You may not be able to access all of Our Services.
- (b) Some links on Our Website lead to websites not under Our control. We are not responsible for such websites nor for their content.

- (c) For hyperlinks to Our other Websites, the terms of such other Websites apply. If there are no terms, this Agreement applies.

7. Authority of Your Authorised Person

7.1 Acts of Authorised Person: Unless You advise Us in writing otherwise (and We acknowledged such advice), an Authorised Person shall have the authority to sign any document and perform any act on Your behalf including:

- (a) agreeing, supplementing, restating or varying the terms of the Agreement, including the addition or removal of any Service; and
- (b) instructing Us to include You in a common Channel(s) set-up created for all or certain Client Group Members and appointing any of Your Affiliate as an agent on Your behalf (including appointing any successor), You are bound by the actions of Your Authorised Person.

7.2 Termination of Authorised Person's authority: You may terminate an Authorised Person's authority by notifying Us in writing.

8. Amounts, Expenses and Debiting Accounts

8.1 Amounts and Expenses: You must pay Us without set-off, deduction or counterclaim:

- (a) any amount payable by You under the Agreement; and
- (b) any expenses We incur in connection with the Agreement.

8.2 Clawbacks: We may cancel, reverse or debit any payment We make under the Agreement (including any interest paid):

- (a) to correct a mistake;
- (b) where We have not received cleared and unconditional funds in full or promptly;
- (c) where We are required to return the funds to the relevant payer or drawer; or
- (d) where We have reasonable grounds for doing so.

8.3 Debiting Your Accounts: We may:

- (a) debit any amount due under the Agreement from any of Your Accounts with Us at any time; and
- (b) charge interest on any amount due under the Agreement from the due date to Your actual payment date, at the rate We reasonably decide.

9. Arrangements with Financial Institutions

9.1 We may enter into fee and information sharing and other arrangements with a financial institution where:

- (a) the financial institution introduces You to Us; or
- (b) We introduce You to the financial institution after You have consented in writing to the introduction.

9.2 If You ask, We will give You details of such arrangements. You agree that We may disclose information relating to You to such financial institutions.

10. Indemnity and Limitation of Liability

- 10.1 Exclusion of liability & Monetary Limitation:** execution of any of the foregoing), any act or omission, breach of contract or duty or any tort on Our part. The foregoing applies whether the Loss arises out of contract, tort, statute or otherwise. We remain liable for Your direct loss to the extent it is caused by any fraud, gross negligence or wilful misconduct on Our part but exclude any liability for indirect or consequential losses or loss of profit whether or not they were foreseeable or likely to occur.
- (b) In relation to Channel Services, Our total liability for any claim for any Losses provided under the Agreement is the sum of the Channel Service charges paid by You for the 90 days before the date of such Loss.
- 10.2 Your indemnity:** You indemnify Us on demand against any Loss arising from or incurred in connection with:
- (a) Us providing any Service to You;
- (b) You or Your Authorised Person not complying with any obligation under the Agreement;
- (c) Our acting or declining to act on Your Instructions; and
- (d) Our holding any security or dealing with any secured asset. This indemnity is independent of Your other obligations under the Agreement and continues after such Agreement ends.
- 10.3 Force Majeure:** We are not responsible for any Loss You may suffer due to a Force Majeure event.
- 10.4 Other limitations of liability:** Any other limitation of liability contained in any Service Supplement is in addition to and does not limit this Clause.
- 10.5 Reports and other information:** All Reports and other information We provide You are based on Our records. We are not responsible where the information is not up to date.
- 10.6 Documents for transmission to third parties:** You are responsible for any document or data You provide Us for transmission to third parties and acknowledge that We are not responsible for and have no duty to review such documents before transmission.
- 10.7 Notification to Us:** You must notify Us in writing within 6 months of becoming aware of the material facts of any claim You have against Us, failing which, You waive all Your rights to claim against Us.
- 10.8 Exclusions:** All terms, conditions and warranties implied by law regarding the quality or fitness for purpose of the Services or the System Materials are excluded to the extent permitted by applicable law unless We expressly state otherwise.
- 10.9 Information must be correct:** 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.

11. Disclosure of Information

- 11.1 We will keep information provided by You or relating to You confidential except that We may disclose such information to:
- (a) any Bank Member;
 - (b) any Bank Member's service provider or professional advisor who is under a duty of confidentiality to the discloser;
 - (c) any actual or potential participant, sub-participant or transferee of Our rights or obligations under any Transaction between the Parties (or any of its agents or professional advisors);
 - (d) any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection; or
 - (e) as required by law or any Authority;
 - (f) any regulator or tax authority where necessary to establish any tax liabilities in any jurisdiction pursuant to orders, agreements with regulators or authorities or otherwise.

12. Dealings

12.1 No dealings by You: You may not assign, novate, transfer or otherwise deal with Your rights or obligations under the Agreement without Our consent.

12.2 Dealings by Us: We may assign, novate, transfer or otherwise deal with all or any of Our rights and/or obligations under the Agreement without any person's consent. You must comply with Our reasonable requests to give effect to the same including giving Your consents and signing documents.

13. Set-Off

13.1 We may set-off any amount You or any of Your Affiliates owe Us or any of Our Affiliates (whether or not due for payment) against any amount We owe You under the Agreement or any amount in any Account You hold with Us. We may do anything necessary to effect any set-off under this Clause (including varying the date for payment of any amount by Us to You and making currency exchanges).

14. Currency Conversion and Indemnity

14.1 We may make currency conversions in respect of any amount received by Us from You or due to You from Us or arising from Your Instructions. You indemnify Us for any shortfall resulting from such conversion.

14.2 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:

- (a) 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
- (b) the costs of conversion.

15. Taxes

15.1 Payments by You requiring deduction for Taxes: If a law or any Authority 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 the original receipts to Us.

15.2 Indemnity for payments by Us in respect of Taxes: You will indemnify Us against any Loss arising from or incurred in connection with any Tax payable by Us on, or calculated by reference to, any amount paid or payable by You under the Agreement (excluding any Tax payable by Us by reference to Our net income received or receivable by Us).

16. Termination and Suspension

16.1 Termination by either Party: Either Party may terminate the whole or any part of a Service, or the Agreement, by giving the other Party 30 days prior written notice.

16.2 Termination by Us: We may terminate the whole or any part of a Service or the Agreement, immediately without prior notice:

- (a) if You breach any term of the Agreement or any other agreement between the Parties;
- (b) if You are the subject of any Insolvency Proceedings in relation to all or any part of Your revenue or assets;
- (c) if it is or is likely to become unlawful for either You or Us to perform our respective obligations under the Agreement;
- (d) if complying with the Agreement may cause Us to breach a regulatory requirement or Our policy associated to any applicable order or sanction of any Authority; or
- (e) upon the occurrence of any circumstance affecting You or the Service which We reasonably consider exceptional.

16.3 Our suspension: We may suspend a Service at any time. If We do, We will Notify You as soon as practicable. **16.4 Your request to suspend:** We will suspend the whole or any part of a Service on Your request in writing.

16.5 Instructions prior to termination or suspension: Any Instruction given or any Transaction made prior to or at the time of termination or suspension will not affect a person's accrued rights and liabilities unless otherwise agreed.

16.6 Surviving provisions: The provisions relating to clawbacks, indemnities, limitation of liability, disclosure of information, set-off, currency conversions, taxes, governing law and jurisdiction and the provisions under the heading, "General" survive termination of any Agreement.

16.7 Force Majeure: We may suspend providing any Service until a Force Majeure event has ceased.

16.8 Return or Destruction of Materials: Upon termination of the Agreement or closure of an Account, You must:

- (a) return any materials relating to the Service We gave You, including any System Materials, cheque books or automated teller machine cards;
- (b) erase all Software from any hardware or other equipment on which it has been installed and certify to Us in writing that it has been done;
- (c) allow Us onto Your premises at a reasonable time on reasonable prior notice to verify the above; and
- (d) sign any relevant document revoking any Software Licence granted to You.

17. Partnerships

17.1 Liability: For partnerships, all partners (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us even if there are any changes in Your partnership or You implement a name change.

17.2 Cessation as partner: Any person who stops being a partner for any reason remains liable for all debts and other liabilities. You owe Us which have accrued up to and including the date that such person ceases to be a partner.

17.3 Continued Dealings: Unless You tell Us otherwise in writing, We may treat the remaining and/or new partners as having full authority to act on Your behalf.

17.4 Notification of changes: You must promptly notify Us in writing of any change in Your partners or name change.

18. Governing Law and Jurisdiction

18.1 Governing law: The contractual relationship between the Parties relating to:

- (a) opening and operation of Accounts, is governed by the laws of the Service Location in which an Account is maintained;
- (b) Services (other than Services relating to the opening and operation of Accounts) provided to a Client Group Member in one Service Location, is governed by the laws of that Service Location; and
- (c) Services (other than Services relating to the opening and operation of Accounts) provided to one or more Client Group Members in two or more Service Locations, is governed by the laws of England, starting from when the Services are provided or are to be provided in the second Service Location, but not retrospectively and continue to apply even if the number of Service Locations reduces to one.

18.2 Jurisdiction

- (a) The Parties submit to the non-exclusive jurisdiction of the courts of the jurisdiction whose governing law applies.
- (b) In addition to Our rights under sub-paragraph (a) above, We may take enforcement action in any jurisdiction where You perform Your business or have any assets.

18.3 Waiver of Immunity: You irrevocably waive any sovereign and other immunity You may have in any jurisdiction from

legal proceedings, attachment before or after judgment or execution of judgment.

19. Process Agent

19.1 Appointment of agent: If We request, You will irrevocably appoint a process agent as Your agent to receive any document in a court action in connection with the Agreement and notify Us of the name and address of the agent. If You fail to appoint such agent within 7 Banking Days, We may appoint a process agent for You and Notify You.

19.2 Replacement agent: If that person is no longer Your agent for that purpose, a replacement agent must be appointed immediately and You must notify Us of the replacement agent's name and address. If you fail to comply, We may appoint a new agent for You. We will Notify You of the name and address of the replacement agent.

20. General

20.1 Our Agents: We may employ independent contractors and agents (including correspondents) to perform any of Our obligations or a Service.

20.2 Service Level Agreement: Unless otherwise agreed, a Service Level Agreement has no legal effect.

20.3 Intellectual Property Rights: All Intellectual Property Rights in the System Materials or displayed on any Website remain vested in Us or any licensor or other person We have contracted with.

20.4 No breach: Nothing in the Agreement obliges Us to do or omit to do anything if it would or might in Our reasonable opinion constitute a breach of Our policy or any applicable law or order or sanction of any Authority.

20.5 Banking Day: We will only act on any Instruction or perform any Service on a Banking Day in the Service Location.

20.6 Records and certificates being conclusive: Unless there is an obvious mistake:

- (a) Our records (whether in paper, electronic, data or other form) of an Instruction, Report or other communication are conclusive of their contents or Our receipt or nonreceipt of them; and
- (b) any certificate or decision We make of a rate, price or an amount owing to or by You is conclusive.

20.7 Entire agreement and Non reliance: The Agreement is the entire agreement between the Parties about its subject matter and replaces all previous agreements between the Parties on that subject matter and You have not relied on any oral or written representation or warranty made, or purportedly made, by Us or on Our behalf except as set out in such Agreement.

20.8 Inconsistency: If there is any inconsistency between:

- (a) these Standard Terms and the relevant Service Supplements

or any other terms and conditions referred to in any Application Form, the latter prevails;

- (b) these Standard Terms and the relevant Country Supplement, the Country Supplement prevails; and
- (c) the English version of the Agreement and any translations, the English version prevails.\

20.9 Changes: We may change the Agreement or any Service and will Notify You of such change and the effective date of such change.

20.10 Severability: If any term of the Agreement is invalid, unenforceable or illegal in a jurisdiction, that term is severed only for that jurisdiction. All other terms continue to have effect in that jurisdiction.

20.11 Cumulative Rights: The Parties' rights under the Agreement are in addition to any other rights, independent of the Agreement. Any security held by Us is independent of and in addition to any other security, right or remedy.

20.12 Exercise of Rights: If We do not exercise a right or remedy fully under the Agreement, We may still exercise it later.

20.13 Counterparts: The Agreement may consist of a number of copies, each signed by one or more Parties to such Agreement. Such signed copies form one document.

20.14 Third Party Rights: Unless stated otherwise in the Agreement:

- (a) a person not a party to the Agreement has no right to enjoy or enforce any benefit under it; and
- (b) the consent of any person not a party to the Agreement is not required to amend such Agreement.

21. Intermediaries

21.1 If You are an intermediary acting for a third party, You:

- (a) represent to Us that You have:
 - (i) satisfactorily performed all know-your-customer and other anti-money laundering checks in accordance with any applicable law or any act or order of any Authority and Your internal policies (including verification of the third party's identity and source of funds and nature of such third party's transactions); and
 - (ii) appropriate processes to detect and report any suspicious activity involving the third party; and
- (b) will keep the information obtained under sub-paragraph (a) above up to date.

Country Supplement (India)

For Services provided to You in or into India, the Agreement will be amended as follows:

Capitalised terms used but not defined in this Country Supplement have the meanings set out in the Agreement.

Account Terms Country Supplement

1. All payments through electronic transfer of funds are subject to Sec. 40A(3) of the Income Tax Act, 1961 or any other provision in lieu or substitution thereof and You will comply with the same at all times;
2. You will comply with the provisions of the Foreign Exchange Management Act, 1999 or any amendments or any Act in substitution thereof, the Exchange Control Guidelines of the Reserve Bank of India and the guidelines or rules set up by the Foreign Exchange Dealers Association of India when instructing Us to deal with foreign currency transactions.
3. If You are a financial institution, :
 - (a) We shall make payment on any Payment Instrument(s) in Indian Rupees issued by You, upon satisfaction of the following conditions/ options, chosen by You and previously notified in writing to Us:
 - (i) We will verify to Our satisfaction, the signatures of such Payment Instrument(s) against the records in Your Authorized Signature Book You provide to Us, and/ or
 - (ii) We receive an Instruction from You in the form of SWIFT MT 110, authorizing Us to make payment on such Payment Instrument(s) as mentioned herein above.
 - (b) You have taken all corporate and other actions required for opening and operation of the Account(s) as specified herein, and Your obligations hereunder are legally valid under Your constitutional documents.

Standard Terms Country Supplement

1. "Control" under the Standard Terms is amended by replacing the reference to "members of the governing body" with "members of the board of directors".
2. Any Digital Certificate generated for logging in to the application for utilising any Service is not and shall not be treated as issued by any of the Certifying Authorities appointed under the Information Technology Act, 2000 (the "Act") or any amendments thereto or any similar provisions applicable in India. We shall not be construed as a Certifying Authority appointed under the Act.
3. Clause 8.1(a) of the "Collections Service Supplement" shall be amended as follows:

"You are authorized by the relevant Postal Authorities to grant Us unrestricted and exclusive access to all Post box(es); and"

SME Country Supplement to Standard Terms (India)

If You are an SME client, in addition to any amendment in the applicable Country Supplement, the Agreement will be further amended as follows:

1. Clause 1.2 (a) (iii) will be amended by adding the underlined words to read:

“person” includes an individual, a sole proprietorship, a Hindu Undivided Family, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust; “

2. Clause 16.2 (f) will be added to clause 16.2 to read:

“**Termination by Us:** We may terminate the whole or any part of a Service or the Agreement, immediately without prior notice:

(a) ...

(e) upon the occurrence of any circumstance affecting You or the Service which We reasonably consider exceptional; or

(f) if You are a sole proprietor, the sole proprietor dies or becomes incapacitated.”

3. Clause 17 and 17.1 will be amended by adding the underlined words:

“Partnerships and Sole Proprietorships

Liability: For partnerships, all partners (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us even if there are any changes in Your partnership, You implement a name change or are dissolved. For sole proprietorships, the individual constituting the sole proprietorship is liable for all debts and other liabilities owed by You to Us even if there are any changes in the way the sole proprietorship is constituted, You implement a name change or the sole proprietorship no longer exists.”

4. The following will be added as clause 17 A.

17A. 1 Liability: For a Hindu Undivided Family, the karta and all members (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us even if there are any changes in Your Hindu Undivided Family, or You implement a name change or are partitioned.

17A. 2 Cessation of karta or member: Any person who stops being a karta or member for any reason remains liable for all debts and other liabilities You owe Us which have accrued up to and including the date that such person ceases to be a karta or member.

17A. 3 Continued dealings: Unless You tell Us otherwise in writing, We may treat the remaining and/or new karta or members as having full authority to act on Your behalf.

17A. 4 Notification of changes: You must promptly notify Us in writing of any change in Your karta or members or name change.”

5. The following will be added as clause 17 B.

“Association of Persons”

Liability: For Association of Persons, all Individuals (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us even if there are any changes in Your Association, You implement a name change or are dissolved.

Account Terms

1. Introduction

- 1.1 The Agreement sets out the terms on which We will provide You with an Account.
- 1.2 The Standard Terms are incorporated into these Account Terms.

2. Definitions

Capitalised terms used but not defined in these Account Terms have the meanings set out in the Standard Terms.

“Account Currency” means the currency in which an Account is denominated.

“Account Opening Application Form” means Our Application Form which You sign to open an Account.

“Agreement” means together:

- (a) these Account Terms;
- (b) the Standard Terms;
- (c) each Country Supplement; and
- (d) each Account Opening Application Form.

“Cash Deposit” means a deposit made by cash or electronic transfer.

“Collection” means for any Non-Cash Deposit the process where We obtain or try to obtain payment in cleared and unconditional funds from the relevant drawer/payer and **“Collect”** has the corresponding meaning.

“Deposit” means any deposit of money made by You or on Your behalf into or for an Account.

“Master Account” means an Account You designate for Virtual Account Numbers to be credited.

“Non-Cash Deposit” means a Deposit made other than by cash or electronic transfer.

“Virtual Account Numbers” means virtual account numbers which We provide for You to assign to Your payers.

“Withdrawal” means any withdrawal or transfer made by You or on Your behalf from or in relation to an Account.

3. Deposits

3.1 Cash Deposits: We will credit the relevant Account with an amount equivalent to any Cash Deposit.

3.2 Non-Cash Deposits: The amount of a Non-Cash Deposit will be credited to the Account when presented to Us for collection but You will not be entitled to withdraw or transfer the amount credited before We receive full and final payment unless We otherwise permit.

3.3 Credit: We may, at Our discretion give immediate credit or on a later date, for Non-Cash Deposits up to a limit (specified by Us) and irrespective of whether or not We have received payment.

- 3.4 Uncleared Deposits:** We may decline to credit Your Account with the value of any Non-Cash Deposit received standing uncleared. In such event, We will return such Non-Cash Deposit to You or, if requested by You, re-present such Non-Cash Deposit for collection.
- 3.5 Debiting Your Accounts:** We may treat any Non-Cash Deposit where no value is received by Us within 14 days (or such other time as may be agreed) as being unpaid. All charges incurred (including exchange rate differences, if any) will be for Your account.
- 3.6 Deposit Slip:** If the Deposit slip accompanying a Non-Cash Deposit contains errors or omissions, We may amend the Deposit slip. Our amended version is conclusive for all purposes.
- 3.7 Your Deposit Representation:** You represent and warrant that You have full legal title to the Non-Cash Deposit and accept full responsibility for the authenticity, validity and correctness of signatures, endorsements and particulars appearing on the Non-Cash Deposit.
- 3.8 Exclusion:** Without affecting the Clause on Limitation of Liability in the Standard Terms, We are not liable for any Loss caused by any negligence or wilful misconduct or the insolvency of any correspondent bank or Our agent.
- 3.9 Different currencies:** If We need to convert any Deposit into the Account Currency, We will use either Our prevailing exchange rate or, if unavailable, We will specify a reasonable rate. You must pay Our usual charges for such conversion.
- 3.10 Other bank's Fees:** You must pay any charges imposed by any other bank on You or Us for any Transaction.
- 3.11 No grant of interest:** You must remain the owner of all credit balances held in an Account, and must not grant any rights, security or other interest to any third party.

4. Withdrawals

- 4.1 Withdrawals:** We will allow a Withdrawal from an Account where:
- (a) there are enough funds in the Account to cover the Withdrawal;
 - (b) Your Payment Instrument is drawn and properly completed in Our prescribed form; and
 - (c) the Withdrawal is made in the Service Location where the Account is maintained.
- 4.2 Direct Debits:** We will upon Your Instructions accept and act upon Your claims for payments to You from persons who have duly authorised and instructed their bankers to debit their accounts and transfer the amount debited through a direct debit or other appropriate clearing system to the credit of Your nominated Account with Us.
- 4.3 Stopping cheques and cashier's orders:** If You want Us to dishonour any cheque or cashier's order that You have drawn on Your Account, You must notify Us in writing and provide all relevant information. While We will try to comply with Your

request, We are not responsible if there is not enough time to act on Your request or the cheque or cashier's order has already been honoured.

5. Overdrafts

- 5.1 No unauthorised overdrafts:** Your Account must not be overdrawn. If You have an overdraft limit, You must not exceed it.
- 5.2 Overdraft requests:** Any overdrafts We approve for an Account may be subject to terms different from these Account Terms. Overdraft limits may be cancelled at any time.
- 5.3 Automatic overdrafts:** If We allow Your Account to be overdrawn without Notifying You, this Clause on Overdrafts will apply.
- 5.4 Repayment on demand:** You must repay any debit balance on an Account on demand.
- 5.5 Interest:** We will charge You interest on all overdrafts. Interest will accrue on a daily basis at the rate we Notify You from time to time calculated in accordance with Our usual practice in the Service Location. We will debit Your Account to pay any interest You owe Us.

6. Account Information

- 6.1 Frequency and method:** We will send You Account statements and advices in the medium and frequency in accordance with Our usual procedures in the Service Location, unless otherwise agreed.
- 6.2 Verification of account information:** You must check Your Account statements, confirmations and advices. You must tell Us in writing of any mistakes within 30 days of the document date, after which, You are taken to have approved the contents and We are not liable for any Loss arising from or in connection with any such mistakes.

7. Interest on Credit Balances

- 7.1** We will pay You interest on your Account credit balances where We have expressly agreed to do so. Any interest payable by Us will be at the rate We Notify You or as displayed at the branch at which Your Account is held.

8. Responsibility for Payment Instruments

- 8.1 Cheque books:** You are responsible for cheque book(s) sent to You in the mail even if someone else receives or uses them.
- 8.2 Payment instruments:** If We are liable under the Standard Terms, Our liability is limited to the face amount of the Payment Instrument. You are responsible for and agree to indemnify Us on demand for any Loss We incur where We acted on a Payment Instrument even if:
- someone else sent the Payment Instrument but it appeared that You sent it;
 - there was a mistake in the Payment Instrument; or
 - there were delays when the Payment Instrument was sent or received.

9. Virtual Account Numbers

- 9.1 Provision of Virtual Account Numbers:** We may provide You Virtual Account Numbers linked to a Master Account at Your request.
- 9.2 Deposits credited to Master Account:** Deposits made to the Virtual Account Numbers will be automatically credited to the relevant Master Account.
- 9.3 Account statements:** We will send You Account statements showing Deposits made by reference to the Virtual Account Numbers.
- 9.4 Change of Master Account:** You must notify Us in writing if You wish to change a Master Account. You will give Us reasonable time to act on such notice.

10. Suspension, Closure and Termination

10.1 Closure of Accounts

- (a) We can suspend or close Your Account at any time. If We close your Account, We will Notify You as soon as We can.
- (b) We will close Your Account 2 Banking Days after We have received Your notice in writing and We will pay You any credit balance in Your Account after deducting any amounts You owe Us.

10.2 Termination of the Agreement: After all Your Accounts are closed, the Agreement is no longer effective except for the Surviving provisions under the Standard Terms. Any rights or obligations which have accrued on or before Account closure are still effective.

10.3 Payments made after Closure: If We process a Withdrawal after Your Account is closed, You agree to pay Us such amount on demand.

10.4 Unclaimed Credit Balances: We will not pay You interest on any unclaimed credit balance in a closed or suspended Account or an Account We have listed as dormant.

10.5 Conversion of Account: We will inform You where We convert one type of Account into another type of Account.

10.6 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.

11. Inconsistency

11.1 If there is any inconsistency between:

- (a) these Account Terms and the Account Opening Application Form, the Account Terms prevail; and
- (b) these Account Terms and a Country Supplement, the Country Supplement prevails.

TERMS FOR OTHER SERVICES

1 debit cards

Where you may use a debit card

- 1.1 a debit card may be used in the country in which it is issued and in most countries overseas.

Pre-authorisation procedure

- 1.2 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, reflect the correct transacted amount.

Minimum balance of linked account

- 1.3 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.

Terms and conditions for debit cards

- 1.4 these terms and conditions apply to all transactions involving use of your standard chartered bank debit card. By accepting and/or using the debit card, you unconditionally accept all the following terms and conditions and you accept the onus and liability for your ensuring compliance with the relevant exchange control regulations, exim policies and foreign exchange laws, and generally, the laws of india, as applicable.

Definitions:

- (a) **“the bank”, “standard chartered”, “our”, “us” or “we”** means standard chartered bank, which is the issuer of the standard chartered banks Master Card debit card, and includes standard chartered bank by whatever other name called, and the successors and assigns of standard chartered bank.
- (b) **“cardholder”, “you”, “your”** means a person who has been issued the standard chartered bank Master Card debit card to operate on a nominated account(s).
- (c) **“card” or “debit card”** refers to the standard chartered bank Master Card debit card issued by the bank and may include any other card issued by the bank from time to time.

- (d) **“account”** refers to the cardholder’s savings and/or current account and/or any other type of account nominated by the cardholder and approved by the bank.
- (e) **“primary account”** means one of the accounts, as described above, which will be debited for transactions, performed using the card.
- (f) **“nominated accounts”** includes the primary account nominated in writing by you and approved by the bank to be accessed by your debit card and pin.
- (g) **“atm”** means any automated teller machine whether in india or overseas, whether of standard chartered bank, or of any other bank on a shared network, at which, amongst other things, you can use the debit card to access your funds in your account(s) held with standard chartered bank in india.
- (h) **“pin”** means the personal identification number (required for access to atms) allocated to you by us or, chosen by you from time to time.
- (i) **“international transactions”** refers to the transactions entered into by you on your internationally valid debit card outside india, nepal and bhutan.
- (j) **“merchant”** or **“merchant establishment”** means any establishment wherever located, which a card scheme member bank has approved and made arrangements with, to accept and honour cards, for the sale of goods and services to cardholders.
- (k) **“depository”** means any machine/device whether in india or overseas, whether of standard chartered bank, or of any other bank on a shared network, at which, amongst other things, you can use your debit card to access your account(s) and deposit funds in your account held with the bank in india.
- (l) **“edc”** means any electronic data capture terminals, printers, other peripherals and accessories including pin pads and necessary software to run the devices, whether in india or overseas, whether of standard chartered bank, or of any other bank on a shared network, at which, amongst other things, you can use your funds in your account held with standard chartered bank in india to process the transaction at a merchant establishment.
- (m) **“casst”** means customer activated sales and service terminals (also called “touch access banking terminals”) whether in india or overseas, whether of standard chartered bank, or of any other bank on a shared network, at which, amongst other things, you can use your debit card to access your account(s) and do transactions on your account held with standard chartered bank in india.
- (n) **“pos”** means point of sale terminals, whether in india or overseas, whether of standard chartered bank, or of any other bank on a shared network, at which, amongst other things, you can use your debit card to access your funds in your account held with standard chartered bank in india.

1.5 general use of debit card:

- (a) on accepting your application for the same, the bank will issue to you a debit card. You can access cash and carry out

other transactions through the use of the card in atms/ edc/ casst/ touch access banking terminals/ depository/ pos devices and/or any similar devices.

- (b) the debit card(s) issued will always be the property of the bank and shall be returned unconditionally and immediately to the bank upon request by the bank, without any reasons being required to be given by the bank.
- (c) the debit card is non-transferable by the cardholder under any circumstances.
- (d) the bank reserves the right to cancel atm withdrawal facilities on an account, at its discretion without assigning any reasons whatsoever.
- (e) you accept that if the bank agrees to do so at your request, it is entirely at your risk the bank has agreed to provide you the facility of carrying out transactions by using the debit card apart from any written standing instructions now given or that may hereafter be given to the bank by you.
- (f) you accept full responsibility for all transactions processed by the use of the debit card whether on atm/casst/touch access banking terminal/edcpos/ depository/ intra bank funds transfer or any other device available or otherwise. Any instruction given by means of the card shall be irrevocable. You shall, in all circumstances, accept full responsibility for the use of the card, whether or not processed with your knowledge or your authority, expressed or implied. You hereby authorise the bank to debit your account(s) with the amount(s) of any withdrawal or transfer or carry out any such instructions that may be received by the use of the card in accordance with the bank's record of transactions. In relation to the aforesaid services or in case of wrong instructions received or punched in online including intra bank funds transfer, the bank will not be responsible for any claim, or loss or damage caused to you or any other person whatsoever, and you will indemnify the bank against the same. In default of such indemnification, you shall allow the bank to debit such loss to your account/s or appropriate the same against any of your balance or deposit/s.
- (g) you shall not hold the bank liable on account of the bank acting, in the course of business, on your instructions.
- (h) in following your instructions, the bank will be doing so on a best efforts basis and shall in no way be liable and/or held responsible including on account of delay or inability to act immediately or at all on any of your instructions.
- (i) the bank may, at its sole discretion, change or withdraw or suspend the facility and/or the terms therefor and thereof wholly or in part, at any time, with or without prior or any notice.
- (j) the bank may, at its sole discretion, decide not to carry out any instructions including where the bank has reason to believe that the instructions are not genuine or are unclear or are such as to raise a doubt or are otherwise improper and cannot be put into effect for whatsoever reasons.

- (k) we may, at our sole discretion, videotape or record on camera your access/presence/use of facilities at our premises/machines/equipment and we may rely on footage of such clippings as evidence in any proceedings, and you hereby give your consent thereto.
- (l) transactions, which you initiate, will be completed only if the amount of funds available in your account is sufficient to meet the transaction amount in full including any applicable charges, fees, etc. The amount of each completed transaction will be immediately debited from your account without notice.
- (m) should any instruction given by you be capable of being executed by the bank in more ways than one, the bank may execute the said instruction in any one of the said ways, at its sole discretion.
- (n) we will not be liable for any failure to provide the facility or to comply with the terms and conditions for any cause that is beyond our control.
- (o) in consideration of the bank providing you with the facility of the card, you agree to indemnify and keep the bank indemnified saved and harmless at all times from and against all actions, claims, demands, proceedings, losses, damages, injury, costs, charges and expenses whatsoever and by whomsoever brought which we may at any time incur, sustain, suffer or be put to as a consequence of and/or by reason of and/or arising on account of providing you with the said facility of the card and/or by reason of our acting in good faith, taking or refusing to take or omitting to take action on your instructions and/or on account of use of the facility of the card.

1.6 securing the pin

- (a) the bank will initially allocate a personal identification number (pin) to you. You may select your own pin (any 4-digit number) if you would like to change it, depending on the availability of the proposed number.
- (b) the security of the pin is very important and you shall not disclose your pin to anyone. If you fail to observe any of the security requirements, you may, at your sole risk as to the consequences, incur liability for unauthorised use.
- (c) if you choose your own pin, you should not select a pin that is easily identified or identifiable with you, e.g. Your birth date, car registration number, or repeated numbers etc.
- (d) you should not write or indicate you're pin on your debit card or on any other item you carry or store including with your debit card, even if you have disguised it.

1.7 loss or theft of your debit card / pin/and notification thereof:

- (a) in the event of the card being misplaced, lost or stolen, you must immediately inform the bank in writing of the same, & report to the bank's customer service centre. Any transaction that may be incurred on the debit card shall be the sole and absolute liability of the account holder unless the bank has

received written notice of the theft, loss or misplacement together with instructions to cancel the card. Once the card is reported misplaced, lost, stolen, the debit card cannot be used, even if found subsequently. For the period commencing from the time the card and/or pin was misused, after misplacement, loss or theft until the bank has been notified by the cardholder in writing, as described above, the cardholder will be liable for the actual amount lost on transactions carried out by the use of the card and / or pin, unless otherwise covered under the lost card liability feature offered by the bank.

- (b) the bank may upon receipt of an application thereof, in its absolute discretion, issue a replacement card with a new pin for any lost, misplaced or stolen card or a new pin on the existing card or re- issue a fresh card with a new or same pin on these terms and conditions or such other terms and conditions as we may deem fit.

1.8 delayed notification of misplacement, loss or theft:

if the cardholder has contributed to an exposure by not notifying the bank promptly upon learning of misplacement, loss or theft of the card and/or pin, or if it is unclear to the bank whether or not the cardholder has contributed to an exposure, then for the period commencing from the time the card and/or pin was misplaced, lost or stolen until the bank has been notified by the cardholder in writing as described above, the cardholder will be liable for the actual amount lost on transactions carried out with the card and /or pin.

1.9 lost card liability feature:

- (a) all scb debit card holders will be eligible for lost card liability protection on their lost or stolen debit card.
- (b) lost card liability feature is available on all point of sale transactions. Pin based transactions like cash withdrawals from atms are not covered under this feature.
- (c) all point of sale transactions done upto a maximum of 7 days before the date of reporting and 30 days after the reporting are eligible under the lost card liability protection.
- (d) the cardholder will be required to submit the following documents at the time of lodging the claim.
 - i. Claim form for lost card liability duly signed by the cardholder whose card is lost/stolen (available at all scb branches)
 - ii. Original fir copy clearly mentioning the 16-digit number of the lost debit card.
 - iii. A copy of the statement of transactions, clearly indicating the disputed transactions and affixing signature against each one. Signature must match the signature of the claim form.
 - iv. The maximum liability covered on each debit card is limited to ₹ 50,000 per card. The amount will be credited to the customer's account within 21 working days from date of receipt of claim documents or 5 working days from closure of investigation by the bank, provided all

required documents have been submitted by the cardholder.

- v. In all cases the decision of the bank will be final and binding on the customer. The bank may at any time, at its sole discretion and without giving any notice thereof to the cardholder or assigning any reason thereof, suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the bank to continue the same.
- vi. As per the terms of the insurance policy, all claims have to be intimated within 60 days of the occurrence of the event. Claims shall not be admissible after this period.
- vii. the lost card liability offering is valid for all point of sale transactions carried out and reported after July 1, 2006.

1.10 addition to and withdrawal of facilities:

- (a) the bank may, at its discretion, make available to you more atms, edc-pos, and/or other devices through shared networks for your convenience and use. All fees, charges related to transactions done by you at these devices, as determined by us from time to time will be recovered by a debit to your account. You understand and agree that such networks may provide different functionality, service offerings and different charges for different services and/or locations.
- (b) the bank, shall, at its sole discretion, at any time, without notice to you, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the card and/or services related to it, at an atm/other devices within and/or outside india and shall not be liable to you for any loss or damage suffered by you resulting in any way from such suspension or termination, etc.
- (c) maintenance: while advance notice of any substantial maintenance work likely to affect the availability of services, shall be given wherever and whenever possible, the bank reserves the right to suspend, without any notice, access to atm/other similar devices or the provision of all or any of the services, at any time, if the bank deems it necessary to do so, whether for routine maintenance or for any other reason.

1.11 termination of card and/or primary/ nominated accounts:

- (a) in the event the cardholder decides to terminate the use of the card, the cardholder shall give the bank not less than 7 days prior notice in writing and forthwith return the debit card to the bank and obtain a valid receipt thereof. Such termination shall also be deemed a termination of all related facilities accorded by the bank to a cardholder.
- (b) for closure of primary / nominated account(s), the cardholder will give at least 7 days notice in writing and return the debit card to the bank and obtain a valid receipt thereof. Such termination shall also be deemed a termination of all related facilities accorded by the bank to an account holder.
- (c) the bank hereby has the cardholder's express authority to debit the nominated accounts online or, in the event of an offline situation, within such time based on internal and/or

scheme regulations that the bank is a member of and/or bound by, for all withdrawals/transfers effected by the use of debit card/pin as per the bank's records, which will be conclusive and binding on the card holder.

1.12 verification of amounts: all transaction records for use of the debit card/pin shall be conclusive unless verified otherwise by the bank. The verified amount shall always be binding on the cardholder.

1.13 processing and conversion fee or charges:

- (a) use of the debit card at any atm/ eds/pos/touch access banking terminal/casst/depository/ other devices may entail a service charge and/or transaction fee and/or processing and/or conversion fee being levied on the account.
- (b) the cardholder's account will be debited with such charges as the bank may from time to time consider appropriate in respect of the debit card, whether or not prior notice of such charges is given to the cardholder.
- (c) the cardholder shall be solely liable for payment of all of the above.

1.14 charges and fees:

- (a) the bank reserves the right at any time to charge the cardholder for issue, re-issue of the card and/or any fees/charges for the transactions carried out by him on the card. Details of the fees and charges as applicable from time to time can be obtained from the bank and the same are subject to change.
- (b) all fees and charges will be deducted automatically from your card account at the time the fee or charge is incurred. In addition, some other atm owners or operators of shared networks or service providers may impose additional charge/s for each use of their atm/other device, and any such charge along with other applicable fees/charges will be deducted from your account.
 - i. Any government charges, duty or debits, or tax payable as a result of the use of the card shall be your responsibility and if imposed upon you (either directly or indirectly), the bank shall be entitled to, without notice, debit such charges, duty or tax against your account.

1.15 limits of use:

- (a) the bank reserves the right to limit the minimum/maximum amount which may be transacted each day by the use of your debit card and any such limits would also be subject to the availability of balance in your account. (b) similarly, daily minimum/maximum transaction limits apply to all atms and may vary between different atms belonging to different banks/networks/locations.
- (b) similarly, daily minimum/maximum transaction limits apply to all atms and may vary between different atms belonging to different banks/networks/locations.
- (c) transactions made by use of a card may be limited to minimum and maximum amounts in any specified period and to multiples of any amount as may be prescribed. The bank

will not be responsible for any loss or inconvenience that you may suffer due to the lack of uniformity in these limits, for transactions through different atms/networks/locations.

1.16 deposits and withdrawals at atms: cash and cheques can be deposited at the atms of the bank alone. Cheques deposited will be accepted for collection only. All deposits made through atms will be subject to verification before the credit for such deposits is made to the nominated account(s). Cash deposits at other bank atms or cash withdrawals and cash deposits at merchant establishments are not allowed, and the bank would not be accountable for any such transactions.

1.17 general disclaimer:

- (a) standard chartered bank accepts no responsibility and will not be liable for any loss or damage or inconvenience on account of any service failures or disruptions (including but not limited to, loss of data) attributable to a systems or equipment failure or due to reliance by standard chartered bank on third party products or interdependencies including but not limited to, electricity or telecommunications. The bank accepts no liability or responsibility for the consequences arising out of the interruption of business by an act of god, riots, civil commotions, insurrections, wars, or any other causes beyond its control, or by any strikes or lockouts.
- (b) if an atm or similar or other device malfunctions, resulting in loss to the cardholder of some or all of the amount of transaction(s), and such a loss is confirmed by the bank through a verification of the bank's records, the bank will make the required adjustments, if any, to your nominated account(s).

1.18 printed transaction records, balance information statement; errors, complaints:

- (a) when you complete a transaction through an atm, you can opt to receive a printed transaction record. You will ensure that you check your transaction records. You can also get information regarding your available funds, wherever the facility is offered, including written statement by calling the bank.
- (b) you will inform us in writing within 15 days from your receiving a statement, if any irregularities or discrepancies exist in the transactions/particulars of the account on any statement that we send to you. If we do not receive any information to the contrary within the 15 days, we shall assume that the statement and the transactions are correctly reflected.
- (c) to protect your interests, the bank may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the debit card facilities.
- (d) all records maintained by the bank, in electronic or documentary form, of the instructions of the customer and such other details (including, but not limited to payments made or received) pursuant to this agreement, and all

camera/video recordings made as mentioned above, shall as against the customer, be deemed to be conclusive evidence of such instructions and such other details.

- (e) the atm machine would capture the debit card, if responses sought from the cardholder by the machine are not provided by the cardholder within a specific time and / or incorrect information/ command(s) is/are given to the machine. The card may be returned to the cardholder at the sole discretion of the bank.
- (f) the bank will not be responsible for any cash loss for any reasons whatsoever, after cash withdrawal transaction is completed by the cardholder at an atm machine. A cash withdrawal will be treated as completed if the bank's records indicate that the machine has dispensed the money.
- (g) the bank will not be responsible for any loss due to theft, burglary etc. In the vicinity of an atm.
- (h) the bank reserves the right to participate at any time in any network sharing arrangement which will enable the cards issued by the bank to be accepted on the electronic devices of other institutions participating in such shared networks. The bank, will however, not be responsible for any transaction conducted at an atm machine of another bank.

Disclosure of information:

The bank reserves the right, and you hereby agree to the bank having the right, to disclose to and share with and receive from other institutions, credit referencing bureaus, agencies, statutory, executive, judicial and regulatory authorities, whether on request or under an order therefrom, and on such terms and conditions as may be deemed fit by the bank or otherwise, such information concerning the cardholder's account as may be necessary or appropriate including in connection with its participation in any electronic funds transfer network.

The use of the debit card at atm/casst/touch access banking terminal/edc- pos/other devices shall constitute your express consent:

To the collection, storage, communication and processing of personally identifying and account balance information by any means necessary for us to maintain appropriate transaction and account records.

- to the release and transmission to participants and processors in the standard chartered bank atm network/other networks of details of your account and transaction information and other data necessary to enable your card to be used at an atm/other device.
- to the retention of such information and data by the said participants and processors in the standard chartered bank/other networks.
- to the compliance by the said participants and processors in the standard chartered bank atm network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject and

- to disclosure of information to third parties about your standard chartered bank account or the transactions done through the use of your card where it so necessary for completing transactions and/or when necessary to comply with law or government agency or court orders or legal proceedings and/or when necessary to resolve errors or questions you may raise and/or in order to satisfy our internal data processing requirements.

The cardholder hereby expressly authorises the bank to disclose at any time and for any purpose, any information whatsoever relating to your personal particulars, accounts, transactions, or dealings with the bank, to the head office or any other branches, subsidiaries, or associated or affiliated corporations or entities of the bank wherever located, any government or regulatory agencies or authorities in india or elsewhere, any agents or ontractors which have entered into an agreement to perform any service(s) for the bank's benefit, and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the bank deems fit to make such disclosure.

The cardholder agrees to provide the bank information the bank would require from the cardholder under law or regulation, or any other appropriate information we reasonably request from time to time.

Your obligations with respect to the accounts hereunder are payable solely at the bank at the branch at which the account or deposit was opened by you and are subject to the local laws (including, without limitation, any governmental acts, orders, decrees and regulations, including fiscal and exchange control regulations). The bank shall not be liable for non-availability of funds credited to the accounts due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar or other causes beyond the bank's control, in which circumstance no other branch, subsidiary or affiliate of the bank shall be responsible therefore.

1.19 change of terms and conditions:

- (a) the bank at its absolute discretion may amend/ change the terms and conditions from time to time and may notify the amendments/changes made, to the cardholder. The bank may make changes in /add to these terms and conditions including but not limited to for the purposes/ reasons listed below:
- (b) to impose or increase charges relating solely to the use of your card and pin, or the use of an additional or replacement card.
- (c) to increase your liability for losses relating to transactions with your card.
- (d) to adjust the periodic transaction limits applying to the use of your card.
- (e) the bank may also make a change without notice if the change is necessary to maintain or restore the security of the electronic system or equipment used for the card transactions. The cardholder would be notified within 30 days if such a change is made, unless disclosure would jeopardise the security of the electronic system or equipment.

- (f) notification of these and any other changes may be given by the bank by delivering it to the cardholder personally or by posting it to your latest address recorded with us. You must notify the bank of any change to your address promptly. Proof of posting to such last notified address shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered.
- (g) the bank may also give you notice of variation of these terms and conditions by displaying a notice on or within the immediate vicinity of the site of an atm/branch or by a press advertisement or by a message in your statement.

1.20 exclusion from liability:

- (a) without prejudice to the foregoing, the bank shall be under no liability whatsoever to you in respect of any loss or damage arising directly or indirectly including out of
- (b) any defect in goods or services availed of by you under a debit card transaction.
- (c) the refusal of any person to honour or accept the card.
- (d) the malfunction of any electronic terminal or other device.
- (e) the effecting of a transaction instruction other than that of a cardholder.
- (f) handing over of the card by the cardholder to anybody other than the authorised employees of the bank.
- (g) the exercise by the bank of its right to terminate any card.
- (h) any injury to the credit character and reputation of the cardholder alleged to have been caused by the re possession of the card and/or, any request for its return or the refusal of any merchant establishment to honour or accept the card.
- (i) any mis-statement, mis-representation, error or omission in any details disclosed by the bank to anyone or in the statement of accounts.
- (j) decline of a charge including because of exceeded foreign exchange entitlement as prescribed by rbi guidelines issued from time to time, or the bank becoming aware of the cardholder exceeding his/her entitlement.

Disputes and resolution:

The competent courts in india, shall have exclusive jurisdiction to deal with all disputes between the bank and the cardholder, or the estate of the cardholder or otherwise.

Expense of enforcement: The account holder and each card member shall be jointly and severally liable to indemnify the bank in respect of any and all expenses incurred by the bank in enforcing or attempting to enforce these rules and regulations and recovery of any dues including all legal fees and disbursements on a full indemnity basis.

Features on a card:

The bank may from time to time, at its discretion, tie-up with various agencies to offer features on your debit cards. All these features would be on a best efforts basis only, and the bank does not guarantee or warrant the efficacy, efficiency, usefulness of any

of the products or services offered by any service providers/merchants/ outlets/ agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. Directly, without involving the bank.

Indemnity:

The cardholder hereby agrees to indemnify the bank for all liabilities, losses, damages and expenses which the bank may sustain or incur either directly or indirectly as a result of negligence/mistake or misconduct of the cardholder.

Breach or non-compliance of the rules/terms and conditions relating to the card and account. Fraud or dishonesty relating to any transaction by the cardholder or his employees/agents.

Atms/edc and similar electronic terminals are machines and errors could occur while in operation. The cardholder agrees to indemnify the bank for any such machine/mechanical errors/failures.

The cardholder shall indemnify and hold harmless the bank from any and all consequences arising from the cardholder not complying with the foreign exchange laws of india, the exchange control regulations of the rbi.

Card usage and multiple account linkage:

The cardholder agrees that in case he has multiple accounts with the bank, the bank will decide the number of accounts, which will have the card facility on them.

In case of cards linked to multiple accounts:

The account selection facility may not be available at all atms; hence all transactions at these atms will affect on the primary account linked to the card.

In case the account selection facility is available at atms then the cardholder will have the option to choose the account to conduct the transaction.

The account select facility may not be available for all transactions that may be performed at an atm but may be limited to certain transaction only depending on the functionality of that atm. In such cases transactions will be affected on the primary account linked to the transactions. At merchant establishments, transactions will be affected on the primary account linked to the card.

Where the account selection facility is not available, transactions will be affected on the primary account linked to the card. In case there are no funds in this account, the bank will not honour the transactions even if there are funds available in the other accounts linked to the same card.

You will not attempt to withdraw funds/purchase goods or services using the card unless sufficient funds are available in your account. The onus of ensuring adequate account balances is entirely on you. Accounts that violate this condition will be classified as overdrawn accounts and you will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn, a flat charge would be levied in addition to the interest to be charged on the debit balance in the account. The bank will determine this charge from time to time.

Right of set off:

In the event of an account being overdrawn, the bank reserves the right to set off overdrawn amounts against any credit lying in any of

your other accounts held jointly or singly, without giving any notice. Nothing in these terms and conditions shall affect the bank's right to set-off, transfer and apply monies at law or pursuant to any other agreement from time to time subsisting between the bank and the cardholder.

Services from Master Card global assistance:

Communications and arrangements of services of an emergency assistance program are provided by a third-party service provider and are paid for by Master Card international and the cardholder is responsible for the cost of any and all medical, legal or other services that may be availed of. Assistance would be provided on a best efforts basis only and also and may not be available or be suspended due to problems of time, distance or locations. Medical and/or legal professionals suggested and/or designated by Master Card international are not employees of Master Card international or of the bank and therefore, Master Card international and the bank are not responsible for the availability, use, acts, omissions, or results of any medical, legal or transportation service availed of by you. The bank does not accept any responsibility for the arrangement or the use of such services.

Insurance benefits: The cardholder specifically acknowledges and agrees that the bank will not be liable in any manner whatsoever by virtue of any insurance cover that may be provided, and the insurance company will be solely liable, whether in case of a death of a cardholder or otherwise, and the cardholder shall not hold the bank responsible or liable for any matter arising out of or in connection with such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the insurance company.

The cardholder further acknowledges that the insurance cover provided will be available to the cardholder only as per the terms of the relevant insurance policy in force, and only so long as the cardholder is and remains a cardholder of the bank with his account maintained in good standing. On the card/account being cancelled or withdrawn temporarily or permanently, for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cancellation or withdrawal, the bank may at any time, at its sole discretion and without giving any notice thereof to the cardholder or assigning any reason therefor, suspend, withdraw or cancel the benefit of such insurance cover, and there will no binding obligation on the bank to continue the same.

Merchant location usage:

The card would ordinarily be honoured by merchant establishments in india and in other countries which display the Master Card logo. The bank is not responsible or liable for refusal by any merchant to accept the card for any reason whatsoever. However, you may report to the bank any merchant/bank refusal, detailing the name, location, date and time of the transaction and other details that will assist the bank in its investigations.

Card promotional material or Master Card symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with your card.

The card is for electronic use only and will be acceptable only at merchant establishments, which have an edc, or similar terminal that accepts the cards. Any usage of the card other than electronic use will be considered as unauthorised.

The card will be honoured only when it carries the signature of the cardholder. The card is operable with the help of the cardholder's signature or the pin at edc terminals installed at merchant locations depending on the functionality of the edc terminal.

Each transaction is deemed authorised and completed once the terminal generates a sales slip. The amount of the transaction is debited immediately from the primary account linked to the card. The cardholder should ensure that the card is used only once at the merchant location for every transaction. The sales slip will be printed each time the card is used and the cardholder should ensure that there is no multiple usage of the card at the merchant location at the time of the purchase.

The bank accepts no responsibility for any surcharge levied by any merchant establishment and debited to the cardholder's account with the transaction amount. As per industry standards, a surcharge of 2.5% on purchase value may be applicable at certain merchant categories like petrol stations, rail tickets booking, etc.

You must sign and retain the sales slip whenever the card is used at a merchant establishment. The bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the cardholder, but which can be proved, as being authorised by the cardholder, will also be your liability.

Any charge or other payment requisition received from a merchant establishment by the bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the merchant establishment in the amount and by the cardholder referred to in that charge or other requisition, as the case may be, by the use of the card except where the card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the cardholder.

All refunds and adjustments due to any merchant/device error or communication link may be processed manually and the account will be credited after due verification and in accordance with Master Card rules and regulations as applicable. The cardholder agrees that any debits received during this time will be honoured only based on the available balance in the account(s) without considering this refund. The cardholder also indemnifies the bank from acts of dishonouring the payment instructions.

The card is not to be used at hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.

The card should not be used for any mail order/phone order purchases and any such usage will be considered as unauthorised. The card should not be used for the payment of subscription to foreign magazines/periodicals and any such usage will be considered as unauthorised.

The cardholder would be solely liable for all unauthorised acts and transactions.

You must not at any point, hand over your card to any other person including for usage on your behalf. You must ensure that you are

physically present at an atm/ merchant establishment at the time of any transaction undertaken by you.

Cardholder disputes with merchants:

Any dispute with or complaint against any merchant establishment must be directly resolved by the cardholder with the merchant. The bank is not in any manner responsible for any issues regarding goods and services received by the card holder including the quality, value warranty, delay of delivery, non delivery, non receipt of any goods or services. It must be clearly understood that the card facility is only a facility to the cardholder available to purchase goods or avail of services and the bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any dispute should be resolved with the merchant establishment directly. However, you may report the to the bank with details of the name, location, date and time of the transaction and other details that will assist the bank in its investigations and possible resolution of complaint which the bank is not obliged to ensure.

International usage and government of india/reserve bank of india (rbi) requirements:

The debit card is valid for use both in india as well as outside india within the foreign exchange entitlements as stipulated by the reserve bank of india (rbi) from time to time.

You shall ensure adherence to all requirements of the exchange control regulations with regard to foreign exchange entitlements as stipulated by the rbi from time to time.

As per current rbi guidelines, the card is valid for use both in india as well as outside india but is not valid for payment in foreign exchange in nepal and bhutan.

Cardholders emigrating and/or proceeding abroad on permanent employment or intending to become a non resident indian (nri) must surrender the card at a prior time and clear all the card outstandings.

You may use the card for foreign currency withdrawals only under the basic travel quota (btq) scheme of the exchange control regulations. You cannot use the card for any other reasons. Usage of the card outside india will be made strictly in accordance with the indian foreign exchange laws and regulations including the exchange control regulations of the reserve bank of india. In the event of any failure to do so, you shall be solely and completely liable and responsible for non-compliance with the law and the regulations and notifications issued thereunder from time to time.

The card may be used by all residents going abroad for allbonafidepersonal expenses, including the purchase of goods for personal use provided. The total foreign exchange drawn during a visit overseas should not exceed the entitlement. Import of goods so purchased into india would be governed by the baggage rules/exim policy in force. The entitlement for exchange should be ascertained by you prior to a trip, from the authorised dealer through whom reimbursement is being validated.

You may, if you so desire, draw foreign exchange against the card in the form of foreign currency notes/travellers cheques to the extent of the entitlement from an authorised dealer/full fledged money changer. Sale of such foreign currency notes/travellers

cheques from entitlement would be governed by the extant regulations and would be subject to the applicable ceilings. Exchange withdrawn from an authorised dealer of foreign exchange during the calendar year, in the form of foreign currency notes/travellers cheques should be endorsed in the passport.

The card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under the extant regulations e.g. For subscription to (a) magazines which are on the proscribed/banned list (b) pools, sweepstakes, lotteries etc. (c) internet sites selling products/services for which release of foreign exchange is not permitted. The bank reserves the right to report such violations to the regional office of the exchange control department giving full details. The cardholders right to use the card would cease forthwith.

As per extant rbi guidelines, in case the amount on account of the use of your card overseas would exceed your foreign exchange entitlement, you must provide the reimbursement claimed and the bank is authorised to report the matter to the regional office of the exchange control department giving full details.

Under no circumstances should the payment of debit card dues be delayed or refused on the grounds of your having exceeded the entitlement. There will be no obligation on the bank to make a claim or demand for payment on a card member and non-payment shall render the card member liable to risk of withdrawal of your card membership, with the bank also having the right to take such other appropriate action.

All transactions conducted other than in indian rupees shall be converted through the Master Card international settlement system. The debit to your account shall include commission or fees chargeable by Master Card and 2.5% conversion commission chargeable by standard chartered bank. This exchange rate will be binding on the cardholder.

The onus of ensuring compliance with the provisions of the foreign exchange management act, 1999 and any re-enactment or modification thereof or amendments thereto, the prevailing baggage rules and exim policy and regulations in force, rests solely with you.

You accept full responsibility for wrongful use and use in contravention of these rules and regulations and undertake to indemnify the bank to make good any loss, damage, interest,conversion, any other financial charges that the bank may incur and/or suffer on account thereof.

Failure beyond the control of the bank:

We shall not be responsible for any loss or damage caused to you by reason of any failure to comply with your instructions, when such failure is caused due to reasons beyond the control of the bank, the opinion of the bank being final in this regard.

Ability to refuse payment:

Except as otherwise required by law, if the bank receives any process, summons, order, injunction, execution, distraint, levy, lien, information or notice which the bank in good faith believes calls into question your ability to transact on your card, we may, at our option and without liability to you or to the bank, decline to allow you to obtain any portion of your funds, or may pay such

funds over to an appropriate authority and take any other steps required including by applicable law.

The bank reserves the right to deduct from your account service charges and any expenses the bank incurs, including without limitation legal fees, due to legal action involving your card

Waiver of surcharge on fuel purchases:

Gold debit cardholders may avail of a waiver of a 2.5% surcharge on fuel purchases made using the gold debit card, at all petroleum outlets. The petroleum outlets will be identified using the merchant category code (mcc) guideline of the Master Card franchisee under which the retailer has registered. This surcharge amount is calculated as per prevailing market practice and subject to change. The bank reserves the right to change the same and / or the terms and conditions of the gold debit card. The waiver of surcharge will be done by the bank on a best effort basis and based on a set of identifiers of the said establishments based on transaction files / data received through Master Card or otherwise. The bank is not responsible for any inaccuracy in this data / these files and not liable for a non-waiver on the surcharge based on the same.

The reversal of 2.5% surcharge will be limited to valid fuel purchases subject to a maximum purchases value of ₹ 20,000 per account per month. Purchases beyond this amount will be entitled to receive the waiver on the surcharge amount.

These terms and conditions form the contract between the cardholder and the bank. By applying for and accessing the service of the standard chartered bank debit card, you acknowledge and accept these terms and conditions. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any account and may change from time to time.

2 using electronic banking services

Availability

2.1 electronic banking services, and certain facilities under the electronic banking services, may be available only for certain types of accounts and not others.

Eligibility

2.2 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

2.3 we only make an electronic banking service available if:

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

Guidelines

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

Limits

2.5 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

2.6 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

2.7 if the account operating authority for a joint account is “both/all to sign”, you agree that each joint accountholder is taken to be subscribing to the electronic banking services, and access to the electronic banking services is restricted to viewing of information only and not conducting transactions.

2.8 if the operating authority for a joint account is “single signing authority”, you agree that:

- all joint accountholders may operate the 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 accountholder may validly give instructions by the electronic banking services in connection with the joint account.

Operating times

2.9 the electronic banking services are usually available for use during normal operating hours or at the times set out in the 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.

Access

2.10 when you or an authorised person uses electronic banking services you or they must:

- not access the electronic banking services using any electronic equipment not owned by them or which they are not licensed or authorised to use; and
- take all reasonably practical measures to ensure that any electronic equipment from which they access the electronic banking services is free of and adequately protected against any computer virus or other malicious software.

Mobile banking

- 2.11 mobile banking is available only if you hold an account with one of our branches in india. We may not be able to offer mobile banking for some cellular services. Contact us for details of how you can register. If you are a foreign resident we may not be able to offer mobile banking to you. If we agree to do so, it may be subject to further terms depending on applicable laws.
- 2.12 reserve bank of india has set daily limits on some types of transactions carried out using mobile banking. However, you are responsible for ensuring that all transactions carried out using mobile banking comply with the reserve bank of india limits. If there is any non-compliance, we may (without notice to you) suspend your access to mobile banking services (or any component of them).

Unauthorised overdrafts

- 2.13 you cannot rely on the operation of the electronic banking services to prevent an unauthorised overdraft being created. For example, you must remember those 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.

Phone banking

- 2.14 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.

Information provided at atms not conclusive

- 2.15 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

- 2.16 the electronic alerts available are:

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
Email alerts- automatic alerts	you wish to receive. No prior subscription required.
Email alerts- subscription alerts	You must subscribe and select the types of email alerts which you wish to receive.

- 2.17 we may vary the types of electronic alerts available without notice to you. They are sent only when available and practicable.

Availability

- 2.18 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

2.19 we may suspend any electronic banking service temporarily at any time for maintenance and upgrading of services.

Fees and charges

2.20 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 electronic banking services.

Variations

2.21 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. 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

2.22 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.

2.23 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.

2.24 if you access electronic banking services in a country other than [country], 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.

3 estatements

3.1 you may elect to receive estatements by one of the following methods:

Method	Description
Method	Your eStatement is sent by email to your email address (last notified). Your eStatement will also be available by online banking.
Email, online or in your application Online only	An "eStatement Notification" message is sent to your email address (last notified) to advise you that your eStatement is available. You may then access and/or down load your eStatement by online banking.

You may switch the manner in which you receive statements by contacting us.

- 3.2 despite the features or options offered at the time you first register to receive statements, we may stop issuing paper printouts of your statements at any time. However, if you ask, we agree to give paper printouts on the basis that you pay the applicable fee (see the tariff sheet or contact us)
- 3.3 you are taken to receive each statement within 24 hours of the statement or statement notification being sent by us.
- 3.4 you must use only software compatible with the statement service to access the statement.

Our intellectual property rights

- 3.5 you acknowledge that we own all intellectual property (including registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, know-how or patents) in connection with material forming part of our electronic banking services. You may only use this material for the purposes of our banking agreement.

You may not:

- copy, reproduce or create documents based on any material forming part of our electronic banking services;
 - reverse engineer or decompile any of our technology used in connection with our electronic banking services.
- 3.6 your use of electronic banking services is at your own risk and all services are provided on an “as is” and “as available” basis. Except as required by law, our electronic banking services are provided without any warranty of any kind.

4 time deposit accounts

The bank accepts deposit for fixed periods. Details about various periods, current rates of interest and minimum deposits are available upon request. The deposits accepted under the scheme are not transferable and are payable only on maturity.

The rate of interest is subject to the directives that may be issued by the rbi from time to time as well as to the guidelines issued by the bank. The bank has the right to offer differential rates over a prescribed value as decided from time to time by the rbi.

Deposits are accepted in accordance with the directives laid down by the rbi from time to time. The terms and conditions applicable may be altered in pursuance of these directives and the same will be binding on the depositor(s) with or without notice.

In terms of the income tax act provisions, repayment of deposits (if total amount of deposit held by a customer together with interest aggregating `20,000/- or more) shall be made by an “account payee cheque” or “account payee bank draft” in the name of the account holder/s or by crediting the amount to the account, if any, of the depositor/s with the bank. This would be subject to changes as per directions of the income tax authorities.

The deposit will be automatically renewed on the due date for an identical period at the applicable rate of interest ruling on the date of maturity unless written instructions to the contrary are received from the depositor by the bank at least one working day prior to maturity. Reinvestment deposits will be renewed with interest whereas for fixed deposits only the principal will be renewed.

Interest on fixed deposits will be credited to the current/savings account of the customer. The renewal will be in accordance with the provision of the relevant rbi scheme/guidelines in force at the time of renewal.

The bank maintains the right to allow premature withdrawal of time deposits at its discretion. The bank however, does not permit the partial premature withdrawal of time deposits. If premature withdrawal is permitted, the payment of interest on the deposit may be allowed in accordance with the prevailing stipulations laid down by rbi as well as guidelines issued by the bank in this regard. The bank shall pay interest and/or charge prepayment penalty on the deposit which is prematurely withdrawn in accordance with the applicable rules laid down by the bank and rbi.

The bank shall, on written request from all depositors, allow withdrawal of a resident/nro term deposits and nre/fcnc deposits prior to the date of its maturity. The interest on prematurely withdrawn resident/nro term deposits and nre/fcnc deposits will be paid for the period that such deposit is held, at the rate prevailing on the date of placement of such deposit or the contracted rate, whichever is lower, subject to a deduction of a 1% penalty. In the event interest already paid is in excess of what is payable, the excess interest shall be recovered from the proceeds of the deposit. However, no interest will be paid on in case of nre/fcnc deposits prematurely withdrawn before the expiry of 1 (one) year from the date of deposit or its renewal. However, the bank, at its discretion, may disallow premature withdrawal of large deposits held by entities other than individuals and hindu undivided families. Signature of all the joint account holders is necessary for such premature breakage unless otherwise previously authorized in writing by the account/deposit holders. The bank shall permit account/deposit holders to make a premature breakage of resident/nro term deposit provided that the recovery of interest already paid is to be recovered from the proceeds of such resident/nro term deposit, as the case may be.

Tax is deductible by the bank if the total interest earnings of all resident fixed deposits of the customer during the financial period 1 april to 31 march are in excess of the threshold amount prescribed. The government of india may change these thresholds. The deduction of tax is on a payment basis, except as at 31 march when it is on an accrual basis. The rate at which the tax will be deducted will be as per the applicable/governing laws.

Once the tax has been deducted by the bank, it will not be refunded and to obtain the requisite refunds on account of tax deducted at source shall be the sole liability and responsibility of the customer.

The bank is authorized to prematurely or otherwise encash the deposit as per the signature mandate for operation of the current/savings account.

Recurring deposit installments should be paid regularly on or before the agreed date and no installments should be in arrears during a month. If no date is agreed, the last date of the calendar month will be considered as the date of payment.

In case of default(s) in the payment of monthly installments under the recurring deposit scheme, the bank will at its sole discretion, with or without notice to the depositor(s), either levy penalty or stop

the account and transfer the balance to a non-interest bearing account. The bank reserves the right to change the penalty so levied at its sole discretion.

An account may be opened on behalf of the minor by his/her natural guardian, or by a guardian appointed by a court of competent jurisdiction.

Upon the minor attaining majority, the right of the guardian to operate the account will be deemed to belong exclusively to the hitherto minor who has attained majority. The minor should acknowledge/opt for operating the account as a major in writing. Payment of proceeds of matured deposits will have to be collected by the depositor(s) in the form of pay orders or on instruction will be credited to their accounts or will be sent by courier to their address as per their request in the account opening form. Where courier delivery is requested, the bank will not be responsible for any delay and no claims against such delay whatsoever will be entertained. All resident/nro time deposits which have not been renewed or redeemed on or after their respective maturity date ('overdue deposits') will earn interest for the period after the date of maturity till the date of redemption of the deposit as per the interest rate applicable below. The interest rate applicable shall be either the prevailing resident/nro savings bank rate at the time of redemption of the deposit or the resident/nro savings bank rate at the maturity date of the deposit, whichever is lower.

All nre deposits which have not been renewed or redeemed on or after their respectively maturity date ('overdue deposits') will earn interest for the period after the date of maturity till the date of redemption of the deposit as per the interest rate applicable below: "the interest rate applicable will be either the prevailing nre z savings bank rate at the time of redemption of the deposit or the nre savings bank rate at the maturity date of the deposit, whichever is lower".

All fcnr deposits which have not been renewed or redeemed on or after their respective maturity date ('overdue deposits') will earn interest on the basis of guidelines issued by the rbi at the time of redemption of the deposit.

5 tax payment services

The bank offers to you payment services in relation to tax remittances, whether for indirect and/ or direct tax and/or value added tax, as the case may be, required to be made by you to government authorities ("tax authorities"), the following terms will be applicable.

Terms

You hereby agree, accept, confirm, declare, authorize, undertake and warrant on a continuing basis:

- 5.1 that we shall provide/ provides such tax payments services through arrangement(s) with various independent financial institutions, ("external banks");
- 5.2 that you hereby authorize us, to debit the account and remit such monies ("remittances"), upon and in accordance with your instructions to certain designated ("external accounts");
- 5.3 that we are not responsible for and nor have any control whatsoever at any point of time once the remittances have

been made by us to such external accounts/ banks, and we are hereby not responsible nor liable in any manner for any

- (i) misuse, fraud, misconduct, negligence, theft and/or misappropriation of such monies by the external banks, or
- (ii) other acts or omissions of the external banks, or
- (iii) excess or shortfall in payments by you to the tax authorities when remittances are made hereunder, or 5 tax payment services 43
- (iv) any inaccurate or incomplete information provided by you in the form and/ or in the instruction, which may lead to a payment being wrongly made by us

5.4 that you hereby consent to and authorize the bank to disclose information relating to your accounts, facilities, and/ or dealings with the bank, to such external banks, on a need to know basis;

5.5 that you hereby certify that all information provided in the form is true, accurate, correct, current and complete and constitutes all necessary information as required to be furnished by you to the tax authorities and/ or the external banks, as the case may be;

5.6 that we do not have any obligation whatsoever to independently verify any of the information provided to us by you vide any instruction and/ or form for the performance of the tax payments services hereunder;

5.7 that in consideration of us providing you with the tax payments services, you agree to pay us service charges, as may be notified by us to you in writing from time to time;

5.8 that we shall not be liable nor responsible in any manner whatsoever for any incidental, consequential, indirect or special damages caused to you;

5.9 that you confirm that the specific user ids set out in annexure a hereto , are hereby authorized by you to act, operate and/ or avail of on behalf of you, the tax payments services from us, in accordance with the terms hereof;

We shall be entitled to modify and/or cancel and/or suspend tax payment service at any time and shall make reasonable efforts to inform you of such modification, cancelation and/or suspension as the case may be.

4.1 2-in-1 deposits 2-in-1 accounts

All the applicable terms and conditions to savings/current accounts and term deposits are applicable to 2-in-1 accounts. Along with the same, the following terms and conditions are applicable.

A 2-in-1 account is a cluster deposit (hereafter called 'linked deposit') which is opened along with a savings/current account (hereafter called 'linked transaction account')

The account holder can issue a cheque or use the atm/debit card on his linked transaction account. In the event of a shortfall in the linked transaction account, the bank automatically uplifts the required units of the linked deposits to meet the shortfall. This means that the account holder is not required to give separate

instructions for upliftment of deposits. At the time of upliftment, penalty as per the bank's rules is applicable.

The account holder can also use the atm/debit card to withdraw money from his 2-in-1 deposit through the cluster 2-in-1 limit facility. 75% of the value of all linked deposits is held as a limit in the customer's transaction account. This limit can be used to withdraw the required sum from the atm.

In case of fixed deposits, interest will be credited to the linked savings/current account at quarterly intervals unless instructions to the contrary are received from the account holder by the bank. In case if the depositor(s) issue cheques on the linked savings/current account, the bank is authorized to:

Honour these cheques (issued according to the mandate of the savings/current account) even if there is a shortfall, provided the shortfall is not more than the aggregate deposits the depositor(s) may have with the bank under this scheme in the same name/order of names.

Uplift the required amount in account-holder's account(s) to meet the shortfall, provided that if the depositor(s) have more than one deposit under the scheme, the last deposit made under the scheme will be used first to meet the shortfall and if this is not adequate, to uplift the deposit made prior to the last deposit and so on, until the shortfall is fully met.

Clearly, if a deposit is not a 2-in-1 deposit it will not be considered for calculating aggregate balances for honouring cheques debited to the linked savings/current account.

The bank is also authorized to prematurely or otherwise encash the deposit as per the signature mandate for the operation of the linked savings/current account.

The bank is authorized to accept future deposits under the 2-in-1 scheme in the same name/order of names as the opened 2-in-1 account with the subsequent deposit account opening form to be signed as per the signature mandate for account operation of the linked savings/current account. Account-holders shall always maintain an average quarterly balances determined by the bank from time to time, which would mean, an average of the combined total amounts in all their savings or current account plus the amounts in all their linked fixed deposits. If at any time, the said average balance falls below the stipulated balance, then the bank shall levy and recover a charge as per the current service charges/tariff rate, by debiting their savings or current account or by uplifting (breaking) any of their linked fixed deposits and recovering the charge from these deposits to that extent. The account-holders further agree and declare that, they shall not dispute the levy and recovery of the said charge as stated above or any other charge which the bank is required to recover as per its account rules and service charges.

The account-holders also agree that the bank shall reserve its right to amend the account rules and service charges/tariff without any prior notice.

Tds is deducted as per allocable income tax rules.

6 doorstep banking

The bank will provide the following facilities under doorstep banking:

- (a) cash delivery to the accountholder at a place chosen by the accountholder (for individuals and at the address on the bank's system (for non-individuals) upto a specified limit.
- (b) cash pick-up from a place chosen by the accountholder (for individuals) and from the address on the bank's system (for non individuals) upto a specified limit for credit to the accountholder's account.
- (c) pick-up of cheques, demand drafts, pay orders and other instruments from a place chosen by the accountholder for credit to the accountholder's account.
- (d) delivery of demand drafts/pay orders to the address of the accountholder.
- (e) cheque collection boxes installed by the bank can be utilized by the accountholder for depositing their crossed cheques, demand drafts and other such instruments for credit to their savings/current/2-in-1 account.

the facilities at clauses (a) to (e) above would be offered by the bank through the medium of phone banking. However, phone banking will not be available in case of accounts where the operating instructions are that the account is to be operated by two or more persons jointly. Delivery and pickup facilities shall be available only in such areas as the bank may determine in this behalf from time to time. The accountholder shall be bound by these account rules and the bank's phone banking rules and the service charges of the bank's home banking rules and the service charges of the bank (as modified by the bank from time to time in its sole discretion).

Charges and evidence of transaction

The customer shall be liable to pay charges for all withdrawals/transactions effected through the doorstep banking option as per the applicable schedule of charges prescribed by the bank from time to time. The customer authorizes the bank to debit the charges to the account of the customer for which the statement is issued under prior intimation to the customer. The customer should ensure that there is sufficient balance in the account to honour the said debit of charges. The customer shall not hold the bank liable for any return/dishonour of any other payment instrument/instruction due to reduction in balance in the account as a consequence of such debit.

The bank's record relating to transactions emanating from the abovementioned services shall be binding on the account holders and the customer shall not dispute the same for any reason whatsoever.

Cash transaction

The account holder will be allowed to withdraw cash every day upto an amount specified by the bank in writing as the 'maximum amount'. The bank shall be entitled to reset the maximum amount at its sole discretion from time to time without notice to the accountholder. All cash transactions carried out after close of business hours will be posted to the accountholder's accounts with the value date being the date of request as made by the accountholder.

Cheque/cash deposits

All cheques/cash deposits and credits to the account will be subject to verification/realization by the bank and these verified/realized amount(s) as reflected in the bank statement supplied to the accountholder(s) will be binding on them.

General

The bank may, at its sole discretion require the accountholder to produce adequate identification (as determined by the bank from time to time in its discretion) at the time of availing the services of doorstep banking. If, in the bank's opinion, there exists any doubts in such identification process, the bank shall refuse to accede to the request; and the bank's decision in this behalf shall be final and conclusive and shall not be questioned on any ground whatsoever.

