

Client Terms

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Important notice

You need to read this document.

It sets out the general terms and conditions of our personal and electronic banking relationship with you. These terms and conditions apply to each *product* and all services including the *electronic banking services* we agree to provide to you from time to time. They apply in addition to other documents including the *product terms* and the *tariff booklet* but they do not apply to any existing facility, product or service we provide to you to the extent that they are subject to separate terms and conditions.

Key words

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

How to contact us

To discuss any aspect of our relationship please contact us at one of our branches, by using phone banking 020 3293900 or by visiting our website www.sc.com/ke

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

Inherent risks

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

Part A - Our banking relationship

1. The terms of our relationship

- 1.1 We have a range of products designed to suit your personal banking needs, some of which may be accessed through our *electronic banking services*. The specific features of our *products* are available on request. Some *products* may not be available to you depending on your location. Depending on your location, some *products* may not be accessible through our *electronic banking services*. Your electronic access to such *products* may be withdrawn, amended, terminated or suspended at any time without notice.
- 1.2 If you want to access or use a *product* in any manner including electronically, you need to complete an *application* to ask us to approve your use of it. Different eligibility criteria may apply to different *products*. These may include minimum or maximum age or deposit amounts. Fees, charges may apply for such access or use. We may refuse an *application* for any reason. Unless required by law, we do not need to give you a reason. You may contact your branch should you require further details about our *products* or our *electronic banking services*.
- 1.3 Our *electronic banking services* are available to you only after we have approved it for your use.
- 1.4 If we agree to provide a *product* to you and allow you to access or use a *product* through our *electronic banking services*, the terms on which you may use the *product* are called our “banking agreement”. This is made up of the following documents for the *product*:
- the application;
 - any letter of offer;
 - these Client Terms;
 - the product terms;
 - our approval;
 - the tariff booklet;
 - any guidelines we issue in connection with use of the product (including guidelines for use of electronic banking services);
 - any other terms and conditions that form part of our banking agreement as varied or replaced.

A separate banking agreement is entered into each time you and we agree that you may use a *product*.

For example, if you accept a *letter of offer* for more than one *product*, a separate “banking agreement” is established at that time for each *product* on the terms set out, or referred to, in the *letter of offer*.

The terms of our banking agreement apply to each access or use of the product, including any access or use of the product through our electronic banking services, by you or any authorised person. If you or an authorised person does not agree with the terms of our banking agreement, you or they should not carry out the transaction or access any account. You are responsible for ensuring that each authorised person complies with our banking agreement and for anything an authorised person does in connection with our banking agreement. You must ensure that each authorised person is given a copy of the terms that apply to any product they use and this Client Terms.

- 1.5 If you are not a resident of Kenya, additional terms and conditions may apply as notified by us at any time.
- 1.6 Transactions with any of our offices or group of companies outside Kenya are not protected by Kenyan laws.
- 1.7 A reference to “terms and conditions” in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement. These Client Terms replace all earlier general terms and conditions relating to banking services except where we advise you otherwise.
- 1.8 If there is any inconsistency between:
- the *application* and any other terms of our banking agreement, the other terms prevail; and
 - these Client Terms and any specific terms (such as the *product terms* or any *letter of offer*), the specific terms prevail.

2. Pre-conditions to use of any product

- 2.1 We need not provide any funds to you or otherwise allow you to access or use a product or our electronic banking services if:
- we consider there may be a *default*;
 - you have not satisfied any pre-condition to use set out in our *approval*, our *letter of offer*, the applicable *product terms*, elsewhere in our banking agreement or as we notify you at any time;
 - you have not given us the *security* (if any) we

require in addition to the *security* set out in Part I (Security);

- we consider that you or any *security provider* may not be able to satisfy your obligations to us under our banking agreement or any *security*. We may determine this is the case if, for example, there has been a change in your or a *security provider's* financial position since the date of your *application*;
- we advise you that funds can only be provided or the *product* can only be used during a specified period (called the availability period), and that period has expired;
- your request for funds exceeds the applicable limit;
- it is illegal in your country to use encryption devices or software to secure communications over the internet;
- you trade in rough diamonds;
- you have not provided us with all other documents and information we reasonably request;
- you or any *security provider* give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

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

3. Review

- 3.1 We may review the terms of our banking agreement (including the product terms and your conduct under our banking agreement) annually or at any time. Even if there is no default, we may (subject to applicable law), at any time:
- terminate or cancel our banking agreement;
 - vary any limit or profit rate applying to the *product* or vary the term of the *product*;
 - require additional *security*;
 - otherwise vary the terms of our banking agreement.
- 3.2 If we vary these Client Terms, we will post the amended terms at www.sc.com/ke. You should check the foregoing website frequently. Once posted, we will treat your subsequent use of our services and products as your acceptance of the variation.

Part B - Operating accounts

4. Authority

Account operating authority

- 4.1 When you apply for a *product*, you must give us account operating authority details:
- for all *authorised persons*; and
 - for joint *accounts*, the method of operation (either, any one accountholder to give instructions or all accountholders to give instructions jointly). If no method of operation is specified, any one accountholder may operate the account.

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

- 4.2 We act on the account operating authority until you vary (by removing or adding *authorised persons*) or cancel it. If you want to vary the account operating authority by changing either the *authorised persons* or the method of operation, or cancel the account operating authority, you must give us instructions in writing. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within seven banking days after we accept your instructions. We may continue to act on the existing account operating authority until the variation or cancellation becomes effective.
- 4.3 We honour for payment all cheques and other instruments signed in accordance with the previous authority if they are dated before, but presented after, if we have processed the instructions.
- 4.4 We rely on any instructions given by an *authorised person* in accordance with the account operating authority.
- 4.5 An *authorised person* must use the same signature for all *products* as used on the account operating authority.

Scope of account operating authority

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

authorised person may:

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

Conducting an account in joint names

- 4.7 Unless otherwise agreed with us when a joint *account* is opened:
- operations on the *account* are governed by the account operating authority;
 - we need not enquire into the circumstances of any instructions any of you may give in connection with the conduct of the *account*;
 - we are authorised to accept for credit of the joint *account*, any cheque or other instrument payable to one or more of you;
 - each of you is liable to us jointly and separately for the *balance owing* (including if we permit an overdrawn);
 - if the account operating authority is “single signing authority” and any one accountholder instructs us to stop accepting instructions from any other accountholder, or different accountholders give us conflicting instructions, we may suspend the operations on the *account* until we receive confirmation from all accountholders;
 - if the account operating authority is “single signing authority” and we are notified that an accountholder becomes *insolvent* or incapacitated, we may suspend operation of the *account* until we are satisfied that all other accountholders are aware of the circumstances and the legal representatives of the affected accountholder has provided us with the information we require to

resume operations on the *account*;

- if the account operating authority is “both/all to sign” and we are notified that an accountholder becomes *insolvent* or incapacitated, we accept instructions only from the affected accountholder's legal representative and all other accountholders; and
- if one of you dies, the surviving accountholder may give instructions and obtain title to the *account*.

- 4.8 If one joint accountholder dies, the obligations of the surviving accountholder and our rights (including set off) under our banking agreement are not affected.

5. Instructions

Authorisation

- 5.1 You authorise us to act on instructions from you or any *authorised person* (including any instructions we believe to have been given by you or an *authorised person*). You acknowledge that for *electronic banking services*, we may require use of a *security code* and use of a *security code* is evidence that the instruction is authorised by you or an *authorised person*. However, also see clause 18 (Liability for transactions).
- 5.2 You agree that the use of *security codes* is adequate identification of you. We are entitled to act on instructions (provided using the *security codes*) without obtaining any further written or other confirmation from you. You agree that we will not be liable for taking such action unless you had notified us before such unauthorised instructions were given to us that your *security codes* are or might be known to someone else.

Form of instructions

- 5.3 Instructions must be given in writing. However, we may accept instructions by telephone, fax or through any *electronic banking service* if you produce any documents we require.

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

- your instructions to pay or transfer funds being late, inaccurate, inadequate or incomplete; or
- any third party refusing or delaying to pay or

transfer the funds to the account of the intended payee.

- 5.4 You acknowledge that email is not a completely reliable or secure method of communication. You must not use it to send us:
- notices in connection with any of our banking agreements; or
 - sensitive communications, such as payment instructions. Payment instructions should be sent through the *electronic banking service* connected to your *account*.
- 5.5 You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.
- 5.6 You must ensure your *account* has sufficient funds for the purposes of giving instructions to us.
- 5.7 All instructions cannot be reversed and are binding on you.
- 5.8 When we receive a transaction instruction from you, we will debit any payment plus any charges payable for the transaction from your *account*.
- 5.9 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.
- 5.10 We will be deemed to have received or executed your instruction only when you have received our confirmation that we have received or executed such instructions.

How we may act

- 5.11 We may:
- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an *authorised person*. Otherwise, we may refuse to act on incomplete or unclear instructions;
 - act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
 - specify conditions on which we accept any instructions;
 - verify any instruction we receive by contacting you;
 - require written confirmation from you of a particular instruction;
 - we may reverse any action taken on the basis of

an instruction if our internal checks indicate that the instruction was not from you. We will not be responsible for any *loss* to you that results from such reversal;

- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country), result in an *account* being overdrawn, appears to conflict with another instruction from a joint accountholder, or if we genuinely believe or suspect the instruction is unauthorised.
- 5.12 We will not execute your instructions, and will not be responsible for any *loss* resulting from such non-execution, if on the stipulated date of execution:
- there are insufficient funds in your *account* to execute your instructions; or
 - your *account* does not contain sufficient funds to pay any charges, fees, penalty or other sums that may be payable by you to us;
 - you did not correctly use the *electronic banking services*;
 - *circumstances beyond our control* prevent your instructions from being carried out despite reasonable precautions taken by us;
 - the funds you instruct us to transfer or pay exceeds your personalised daily transfer limit or the category limit imposed on your *account*, whichever is lower;
 - your *account* or any funds in your *account* have been put on hold;
 - an order of court or any applicable law prohibits us from carrying out your instructions;
 - our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from carrying out your instructions; or
 - your *account* is closed, frozen or inaccessible for any reason.

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

Payment instructions

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

Inability to process

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

Timing

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

Stopping or reversing a transaction

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

Risks

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

Instructions from us

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

6. Notices and communications

Contact information

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

Form of notices and communications

- 6.2 Unless otherwise provided in our banking agreement, notices and communications shall be sent to the address, telephone number, fax number, email address or mobile phone number last notified. You authorise us to send notices and communications to you in connection with our banking agreement electronically including by fax, email, *SMS* or via the *online banking* inbox.
- 6.3 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches, *our ATMs* or on our website.

When notices and communications to you are effective

- 6.4 Unless otherwise provided in our banking agreement, our notices and communications to you are effective:
- if sent by fax, at the time shown on the transmission report as being successfully sent;
 - if delivered personally, at the time of delivery;
 - if sent by post within Kenya, two banking days after posting;
 - if sent by post outside Kenya, five banking days after posting;
 - if sent by email or *SMS*, four hours after we send it unless we receive a delivery failure receipt;
 - if delivered via the *online banking* inbox, 24 hours after we send it; and
 - if published in daily newspapers, posted at any of our branches, our *ATMs* or on our website, at the time of publication or posting.

When notices and communications to us are effective

- 6.5 Your notices and communications are effective when we actually receive them in legible form and only if they are expressly marked for the attention of the department or officer identified by us (or any substitute department or officer as we notify you).
- 6.6 You should give us any other formal notice in connection with the *electronic banking services* in writing to any of our branches in the country where you maintain an *account*.

Recording of telephone conversations

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

7. Digital signatures

- 7.1 Instructions and communications digitally signed and supported by a digital certificate have the same validity, admissibility and enforceability as if signed in writing.
- 7.2 Any notice or communication that is digitally signed must comply with any applicable law.

Electronic contracts

- 7.3 You are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.
- 7.4 You must not dispute the contents of any notice or communication (including any *application*) sent to us using *electronic equipment*.

Notices and communications to joint accountholders

- 7.5 If you are joint accountholders, notices and communications (including notices of any variation to our banking agreement and any statements (including any *consolidated statements*)) sent to the address you have notified us as the address for receipt of notices and other communications in connection with our banking agreement are taken to be given to all of you.
- 7.6 All communications, including communications through the *electronic banking services*, which meet our internal requirements shall be deemed to be valid, accurate and authentic.

Phone banking

- 7.7 When using phone banking, if you ask and we quote any exchange rate or profit rate to you, the rates are for your reference only and are not binding on us unless we later confirm the rates in writing.
- 7.8 You must ensure your *account* has sufficient funds for the purposes of giving instructions using phone banking.

Part C - Electronic banking

8. What is electronic banking?

Overview

8.1 *Electronic banking services* are a range of banking and other services or facilities that use *electronic equipment* and include:

- *online banking*
- *ATM* and *debit card* services
- Banking services provided via cash deposit machines
- *SMS banking*
- *Electronic Alert*
- *Mobile Banking App*.
- *Phone Banking*
- *Fund Transfer Services*
- *Point of Sale Banking*
- *eStatements*
- Other e-commerce or value added services.

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

Using electronic equipment

8.2 When a transaction is made with *electronic equipment* using a *security code*, you authorise us to act on the instructions entered into that *electronic equipment*. We treat use of a *security code* as evidence that you or an *authorised person* issued the instructions.

Problems with instructions

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

9. Using electronic banking services

Availability

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

Eligibility

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

Preconditions to use

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

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

Guidelines

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

Limits

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

Application of terms

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

Joint accounts

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

- all joint accountholders may operate the *account* using the *electronic banking services* in accordance with these Client 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 and availability

- 9.8 The *electronic banking services* are usually available for use during normal operating hours or at the times set out in any applicable guidelines or otherwise notified to you. However, routine maintenance requirements, excess demand on the systems and *circumstances beyond our control* may mean it is not always possible for the *electronic banking services* to be available during all normal operating hours, which you accept.
- 9.9 The availability and proper functioning of *electronic banking services* depends on many variable circumstances, including location, mobile network and internet availability, signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

Software compatibility

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

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

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

Access

- 9.13 When you use *electronic banking services* you or they must:
- not access the *electronic banking services* using any *electronic equipment* not owned by you or them or which you not licensed or authorised to use; and

- Take all reasonably practical measures to ensure that any *electronic equipment* from which you access the *electronic banking services* is free of and adequately protected against any computer virus or other malicious software.
- As the *electronic banking services* can be accessed through the internet, other communication channels or, as the case may be, public systems over which we have no control, we will not be responsible for any loss or damage suffered by you or them as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from your use of the *electronic banking services* through the internet or those other communication channels or public systems.

Unauthorised overdrafts

- 9.14 You cannot rely on the operation of the *electronic banking services* to prevent an unauthorised overdraft being created. For example, you must remember that cheques and any payment instructions you or an *authorised person* has given using the *electronic banking services* may not be given immediate value or immediate effect and might not always be immediately reflected in the *balance owing*.
- 9.15 You must not use the *electronic banking services* to create an unauthorised overdraft on your *account* and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any charges to the *account* in question.

Information provided at ATMs not conclusive

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

Electronic alerts

- 9.17 The *electronic alerts* available 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 you wish to receive.

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

- 9.18 We may vary the types of *electronic alerts* available without notice to you. They are sent only when available and practicable.
- 9.19 We will send the *electronic alerts* to either your *mobile phone number* or an email address you provide. In the event you want to make any changes to your mandatory alerts, this must be done through our contact centre.
- 9.20 To receive *electronic alerts* you will need to select and set the *preferences* through a Standard Chartered *ATM* by logging into your *online banking account* or by submitting an *application* in the prescribed format.

Availability

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

Suspension

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

Fees and charges

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

telecommunications provider for using the *electronic banking services*.

Variations

- 9.25 We may at any time:
- vary the way any *electronic banking service* operates; or
 - add to, remove or otherwise vary, end or suspend any of the facilities available under any *electronic banking service*.
- 9.26 You and each *authorised person* are taken to be bound by any variation to the operation of an *electronic banking service* if you or they continue to access the *electronic banking service* after we notify you of the variation.

Ownership of software

- 9.27 If we allow you to use any *electronic banking service software*, we grant you a non-exclusive licence to use the *electronic banking service software* only for the purpose of accessing *electronic banking services*. The *electronic banking service software* is valuable property which belongs to us or others.
- 9.28 You must not:
- take copies, sell, assign, transfer or otherwise deal with the *electronic banking service software* or your licence to use it; or
 - attempt to decompile, reverse engineer, input or compile any of the *electronic banking service software*.
- 9.29 If you access *electronic banking services* in a country other than Kenya, you must comply with the laws of the other country including obtaining any licence you need to take the *electronic banking service software* into or out of the country.

10. Mobile and SMS banking

- 10.1 We may restrict access to *mobile banking and SMS banking*. For example, for some *products* we may not offer it to accountholders or *cardholders* who are minors or joint accountholders.
- 10.2 *Mobile banking* and *SMS banking* are only available for mobile phones and similar devices with data connections which meet the specifications and configurations we specify. You must obtain and maintain a mobile phone and data connection which

- meet these requirements at your own expense.
- 10.3 You may have to apply to us for use of *mobile banking* or *SMS banking* by *online banking* or by any other method as stipulated by us.
- 10.4 We may take up a maximum of 7 *banking days* from the date of receipt of your *application* to activate *mobile banking* and *SMS banking*.
- 10.5 Any transaction made through your *mobile banking user ID* shall be deemed to have originated from you if the correct login password was submitted.
- 10.6 The *mobile app* and the information or materials obtained via the *mobile app* and *mobile banking* are granted to you by us for your sole use on a non-exclusive and non-transferable basis.
- 10.7 *Mobile banking* and *SMS banking* are available to you only if you are within the cellular or mobile network service range of the particular cellular or network service provider providing services to you. We are not responsible for your inability to use *mobile banking* and/or *SMS banking* if you are not within such network service range.
- 10.8 You agree to pay us and any third party telecommunication providers all applicable rates and charges related to your use of *mobile banking* or *SMS banking*, and we shall debit from your *account* any unpaid rates and charges.
- 10.9 We may change the layout, form and wording of any of our *mobile apps* or screens and in particular, those on which our *mobile banking* is provided.

Setting preferences and receiving alerts

- 10.10 We may not give effect to any *preferences* if we have reason to suspect that the *preferences* are not genuine, are improper or unclear.
- 10.11 Your *mobile phone number* and email account must be active and accessible to receive *electronic alerts*. You acknowledge that if your *mobile phone number* or email account remains inaccessible for a continuous period, you may not receive *electronic alerts* sent during such period.

Mobile and *SMS banking* are dependent on the infrastructure, connectivity and services provided by service providers engaged by us or you. You therefore accept that timeliness, accuracy, and/or readability of *electronic alerts* will depend in part

on these third party service providers. We are not responsible for non-delivery or delayed delivery, error, loss or distortion in transmission of *electronic alerts* if this is due to the fault of such service providers.

11. Fund transfer services by electronic banking services

- 11.1 This clause 11 applies only if the respective services are available under the *fund transfer services* for your type of *product*.
- 11.2 You and each *authorised person* may use *electronic banking services* to access the following services for the purposes set out below:

Name of service	Purpose
Interbank funds transfer service	To instruct us to transfer funds from a source account to a specified account with another local bank.
Own account funds transfer service	To instruct us to transfer funds between accounts. Unless we otherwise agree, this service may only be used where all named accountholders are identical across the accounts. This service does not allow funds to be transferred to or from accounts which are known to us to be held by you in other capacities (including trust accounts or estate accounts).
Bill payment service	To instruct us to transfer funds for payments from a source account to a specified payee.
Third party intrabank funds transfer service	To instruct us to transfer funds from a source account to a specified account with us which is held in the name of a person other than you, or an account known to us to be held by you in other capacities.
International telegraphic transfer service	To instruct us to transfer funds from a source account to a specified account with a bank in another country.
Transfer between account and Mobile Wallet	To instruct us to transfer funds from a source account to an electronic account accessed through a mobile phone that can be used to store and transfer value.

- 11.3 We reserve the right to select the agent, where necessary, to effect the remittance to places where we do not have a presence.
- 11.4 Encashment of the remittance is subject to our internal policies and guidelines as well as the laws

and regulations of the country where encashment is to be made. In this respect, you must comply with all anti-money laundering and anti-terrorism laws. Neither we nor the agents are responsible for any loss or delay caused by such laws and regulations.

- 11.5 If you require a refund of the remittance amount, we refund you at the prevailing buying rate for the relevant currency less all charges and expenses.
- 11.6 We will determine the order of priority in executing your instructions to transfer funds and any other existing arrangements or instructions you may have made with or given to us.
- 11.7 We cannot guarantee the time at which the receiving banks will credit the account of your payees. You are responsible for initiating your transfer instruction to us sufficiently in advance of the due date of your transfer to avoid incurring a finance charge or other charges.
- 11.8 The rate of exchange applying to each electronic fund transfer transaction is our prevailing rate of exchange for the relevant currencies at the time that such transaction is processed, and not at the time the instruction is entered by you. You must indemnify us for any shortfall arising from such conversion.
- 11.9 If you use any of our funds transfer services:
- You must register each recipient using *online banking* before you may make an online funds transfer to the recipient. You are solely responsible to ensure that all the information provided with respect to the online funds transfer is true and accurate; and
 - The rate of exchange apply to each online funds transfer is our prevailing rate of exchange for the relevant currencies at the time the online funds transfer is processed, and not at the time the instruction is entered by you.
- 11.10 We will not be liable for any loss incurred as a result of you not complying with any of your obligations or responsibilities with respect to our fund transfer service.

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

Fund transfer limits

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

- 11.12 The category daily limit may differ for different types of fund transfers and different types of *accounts*. The limits may also be applied on an aggregated basis between different *fund transfer services*. For details of the preset limits, see our website.
- 11.13 You may lower the preset limit for *accounts* by *online banking*. Your personalised limit applies to all *accounts*.
- 11.14 You may increase the limit after lowering it (subject always to the ceiling of the preset daily limit) you may do so online as set out on our website. Alternatively, please contact us.
- 11.15 Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website.

Bill payment services

- 11.16 If you use the bill payment services, we may give reports to payees, listing all users of the *electronic banking services* who have made payments to the payee and the respective amounts paid by each of those users. You consent to us disclosing to the payee any information required in the reports.
- 11.17 We may provide a report on a daily or other regular basis to all payees. This report will list out all the users of the bill payment services who have made payments to that payee and the respective amounts paid by each of those users to that payee.
- 11.18 Neither you nor any *authorised person* may issue instructions which would cause any limit we set for the bill payment services to be exceeded.
- 11.19 Payees may only receive payments after any minimum processing time we set.

International Telegraphic Transfer Service

- 11.20 If you or an *authorised person* uses the International Telegraphic Transfer Service:
- you or they must register each recipient using *online banking* before you or they may make an *online telegraphic transfer* to the recipient. Once a recipient has been registered, you are solely responsible to update any changes to the recipient's particulars (excluding name or identity particulars) by the *electronic banking services*. We are not liable for any loss which may result if you fail to update the recipient's particulars before making an *online telegraphic transfer*; and

- the rate of exchange applying to each *online telegraphic transfer* is our prevailing rate of exchange for the relevant currencies at the time the *online telegraphic transfer* is processed, and not at the time the instruction is entered by you or the *authorised person*.

When we need not execute fund transfer instructions

- 11.21 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:
- there are insufficient funds in the *source account* to make the fund transfer; or
 - you or an *authorised person* did not correctly use the *electronic banking services*;
 - an order of court or any applicable law prohibits us from executing the fund transfer instructions;
 - our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from executing the fund transfer instructions; or
 - *circumstances beyond our control* prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

12. eStatements

- 12.1 You may elect to receive *eStatements* by one of the following methods:

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

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

- 12.2 Despite the features or options offered at the time you first register to receive *eStatements*, 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 booklet* or contact us).

- 12.3 You are taken to receive each *eStatement* within 24 hours of the *eStatement* or *eStatement* notification being sent by us.
- 12.4 You must use only software compatible with the *eStatement* service to access the *eStatement*.

13. Other services and programmes

- 13.1 We are not responsible for any services that are not controlled by us, whether such services are available electronically or otherwise and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the *costs* in connection with it.
- 13.2 We may offer incentive programmes or value added services in connection with our services. These may be provided by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

Part D - Cards

14. Cards - generally

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

Issue of cards

- 14.1 We may issue a *card* to you and, if you ask, to each *authorised person*.
- 14.2 A reference to terms and conditions on a *card* is a reference to the terms of our banking agreement.

Card is our property

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

Signatures

- 14.4 A *card* must be signed immediately on receipt unless otherwise not required by us.
- 14.5 You must ensure that the signature of the *authorised person* on the *card* is the same as on the account operating authority. However, if we accept a different signature, you remain liable for the transaction.
- 14.6 When a *card* is used, the signature on any sales draft, credit voucher or other transaction record is binding and conclusive evidence that you have accepted the fees or charges which are charged to a *linked account*. You should keep the transaction records that you or any *authorised person* are given.

Use of cards

- 14.7 *Cards* may be used to pay for goods and services to access cash or perform other transactions we notify. However, where a particular function is permitted, this is limited to particular channels as advised. For example, paying for goods and services and accessing cash may be limited to *merchant* terminals or *ATMs* which display the relevant *card* logo.
- 14.8 A *cardholder* may use a *card* to authorise transactions in any manner we permit. This may include use of the *card* number without the physical *card*.

Transaction limits

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

Your liability

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

Expiry date

- 14.11 You must not use a *card* after:
- its expiry date; or
 - the date we notify you of its cancellation or replacement.

Restrictions on use of a card

- 14.12 Neither you nor any *authorised person* may use a *card*:
- for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of Kenya or by the laws of the country where the purchase is made); or
 - to pay debts incurred in connection with on-line gambling, wagering or betting activities conducted via internet.
 - Certain purchases of goods or services, such as alcohol, dealing in pork and pork related products, gambling, pornography or other illegal activities, are prohibited under the principles of Islamic Shariah. It is the Debit Cardholder's responsibility to ensure that the Card is utilised for Card Transactions which are not contrary, offensive or repugnant to the principles of the Islamic Shariah. The Bank shall be entitled, without notice, to withdraw the Debit Cardholder's right to use the Card or to refuse to authorise any card transaction in the event the Debit Cardholder fails to comply with this provision.
- 14.13 We may refuse to approve transactions made using a *card* if we believe or suspect the transactions are illegal, fraudulent, dishonest or unauthorised. However, we need not determine or enquire into the purpose or legality of the transaction.

Overdrafts on linked account

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

Replacement and renewed cards

- 14.15 If, for example, a *card* is damaged, and you or an *authorised person* asks, we may issue a replacement *card*. You must pay the applicable fees (see the *tariff booklet* or contact us).
- 14.16 We treat any use of a replacement or renewed *card* as a valid activation of the *card*.

Features on a card

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

Cancellation or expiry

- 14.19 You may cancel a *card* by giving us notice in writing. You must immediately destroy any cancelled or expired *card*.

Refunds

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

Disputes with merchants

- 14.21 We are not liable for:
- the refusal of any *electronic equipment* or *merchant* to accept the *card*; or
 - any defect or deficiency in goods or services supplied to you by any *merchant*.

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

Withholding payment

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

Exchange rate

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

Using an ATM card

- 14.24 You or an *authorised person* may use an *ATM card* overseas if you or they comply with exchange controls and other applicable laws in the country where you or they are located. If an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority, you or an *authorised person* may be prevented from using an *ATM card* overseas.
- 14.25 If you or an *authorised person* uses an *ATM card* overseas and the *ATM* does not allow a choice of account for withdrawals, the order of accounts we debit is in accordance with our usual practice.
- 14.26 You authorise us to disclose information to parties involved in the provision of *ATM* services and you authorise them to disclose information to us about an *account*, your *PIN/password* and transactions.

Return of ATM cards

- 14.27 If your *account* is closed, you must ensure that all *ATM cards* issued in connection with the *account* are returned to us.

15. Debit cards

Where you may use a debit card

- 15.1 A *debit card* may be used in Kenya and in most countries overseas.

Pre-authorisation procedure

- 15.2 Some *merchants* are required to specifically authorise transactions using *debit cards*. If this is the case, the transaction is processed as follows:
- the *merchant* debits an amount determined by it (called a “blocked amount”) from a *linked account* on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount;
 - the difference between the blocked amount and the transacted amount is released and credited into a *linked account* after we process and pay the transacted amount; and
 - if there is any difference between the transacted amount billed or there is any delayed billing by the

merchant, we may make any necessary adjustment by debiting or crediting a *linked account*, to reflect the correct transacted amount.

Minimum balance of linked account

- 15.3 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 with notice to you.

16. Bonus points scheme

- 16.1 Some types of *cards* have a *bonus points scheme*. For details please refer to the *product brochure* or contact us.
- 16.2 *Bonus points* may be earned when a *cardholder* (including any person you authorise as a supplementary cardholder on your *account*) uses a *card* in the manner specified in the *product brochure*. However, *bonus points* accrue on your *account* only.
- 16.3 We may specify from time to time the amount of Shillings which needs to be spent using your *card* to earn one *bonus point*. We may also from time to time specify other ways by which *bonus points* may be earned.
- 16.4 The *product brochure* sets out the method for calculating *bonus points* earned. *Bonus points* cannot be earned on *bonus points purchases*, *cash advance*, fees or *costs*.
- 16.5 *Bonus points* accrue from when your *account* is opened and may be redeemed until the *bonus points cancellation date*. Except as set out in the *product brochure*, all *bonus points* earned before the *bonus points cancellation date* are automatically cancelled on the *bonus points cancellation date*. Cancelled *bonus points* are not reinstated in any circumstances (including if your *account* is reinstated).
- 16.6 Unless set out in the *product brochure* or we notify you that you are allowed a period of time after the *bonus points cancellation date* to use or redeem your accrued *bonus points*, all applications to use or redeem *bonus points* which we receive after the *bonus points cancellation date* and any attempted use or redemption of *bonus points* occurring after the *bonus points cancellation date* is not valid and has no effect.

- 16.7 You may not redeem *bonus points* for cash and may only use or redeem *bonus points* for the goods and services we specify. If you order any goods and services which require both *bonus points* to be used or redeemed and money to be paid, you authorise us to debit your *account* with the amount of the required monetary payment. We may reject other methods of payment.
- 16.8 You may not use or redeem any *bonus points* if the statuses of all your *accounts* are not normal or current or if a *cardholder* is in *default* or has otherwise not complied with the terms of our banking agreement.
- 16.9 Unless we agree otherwise, you may not transfer *bonus points* from one *account* to another. We may allow you to combine all the *bonus points* which you have earned in all your qualifying *accounts* for use or redemption in one or more transactions.

Part E - Security procedures and liability

17. Security procedures

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

Issue and cancellation of security codes

- 17.1 We may issue (or in some cases, allow you to select) *security codes* to enable you to communicate with us or to give us instructions by *electronic equipment*.
- 17.2 If you want any other person to be able to give us instructions by *electronic equipment* we can issue them with *security codes*, but you must ask us to do so in writing.
- 17.3 When you use certain *products*, we will issue you with *security codes* and may also require you to obtain from us and use a *one time password* for additional security authentication.
- 17.4 If you lose a *security code*, it stops working or it is disclosed to a person other than an *authorised person*, we may issue you with a new one if you ask us in writing. We may suspend your use of a *product* which requires a *security code* until the new *security*

code is issued.

- 17.5 You are responsible for the *security codes* once we send them to you (or the *authorised person*) even if any other person receives or uses them.
- 17.6 You must instruct us in writing if you want to cancel a *security code* issued to you or an *authorised person*.
- 17.7 We may cancel a *security code* without notice.
- 17.8 We are not responsible for any services that are not controlled by us, by or from which you or an *authorised person* obtains any *security codes*, and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the *costs* in connection with it.

Protecting security codes, cheque books and passbooks

- 17.9 You and each *authorised person* must take all necessary steps to prevent unauthorised or fraudulent use of your or their *security codes*, cheque books or passbooks.
- 17.10 You must comply with our security guidelines and advice that are provided by us to you.
- 17.11 For example, you and each *authorised person* must:
- memorise a *security code* and destroy *security code* notifications as soon as possible after receiving or selecting the *security code*;
 - not record any *security code* (except where it is disguised in a way that others are not able to decipher it);
 - when selecting a *security code*, not select an obvious word or number or one that can be easily guessed by someone else (such as a date of birth, middle name, family member's name or telephone number);
 - not voluntarily tell anyone their *security code* or let anyone find out their *security code* – not even family or friends, a joint account holder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;
 - not record a *security code* (disguised or not) on *electronic equipment* or on a physical device that is a *security code* or computer;
 - change *security code* regularly or, at a minimum, whenever we or our systems require you or the *authorised person* to do so;

- not select a *security code* used before;
- not voluntarily give their *security code* to any other person;
- if you or they use *SMS banking*, do not leave the mobile phone unattended or give any person access to the mobile phone in a way that allows access to *SMS banking* through the mobile phone;
- keep any passbook or cheque book secure (including keeping it in a safe place).

- 17.12 Neither you nor an *authorised person* may keep records (disguised or not) of a *security code* near records of an *account* (such as an *account number*) or other *security code* device. For example:

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

in a briefcase, bag, wallet or purse (even if in different compartments);

in a car (even if in different areas of the car); at home in the one item of furniture, even if in different compartments (for example, different drawers of the same bedroom dresser).

in a situation where, if a thief finds a card, mobile phone or other physical device to access electronic equipment they also find the record of the security code.

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

- 17.13 You and each *authorised person* must notify us by phone as soon as you or they:
- become aware that your or their *security code*, passbook or cheque book, blank cheque or signed cheque may have been lost or stolen; or
 - suspect that someone knows your or their or any other *authorised person's PIN/password*; or
 - suspect or become aware that there has been unauthorised access to an *account* or use of a *security code*, passbook or cheque book; or
 - become aware that your or their computer or mobile phone which you or they use to access any *electronic banking services* may have been lost or stolen; or
 - become aware that your or their mobile number has changed, otherwise you may be liable for any *loss* incurred. If your *card* has been lost or stolen, you must notify the police and give us a copy of the police report if we ask.
- 17.14 You must provide us with any relevant information and

give us reasonable assistance in recovering a lost or stolen *security code*, passbook or cheque book.

- 17.15 You are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or misused *security code*, passbook or cheque book until you have notified us in writing unless there was a delay due to our communication channels being unavailable. Our decision in relation to a breach of the security procedures or where a *security code*, passbook or cheque book has been lost or stolen is final and binding on you.

Loss, theft or misuse of security tokens

- 17.16 You must prevent any unauthorised use or access of the *security token* issued by us to you.
- 17.17 If you discover or suspect that the *security token* has been lost, stolen, misused or tampered with, you must immediately notify us. We will deactivate the *security token* and dispatch a replacement *security token* to you.
- 17.18 You are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or misused *security token* until you have notified us in writing unless there was a delay due to our communication channels being unavailable.
- 17.19 Our decision in relation to a lost or stolen *security token* is final and binding on you.

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

- 17.20 You are responsible for and accept all risks associated with the delivery by us to you of the *security codes* and *security token(s)* from the time we transfer these items to you.
- 17.21 It is your responsibility to prevent any disclosure and/or unauthorised use of the *security codes* and/or *security token(s)*. Any individual who uses such *security codes* and/or *security token(s)* shall be taken to have been authorised by you. You agree not to hold us responsible in any way for *losses* you may suffer from your disclosure, non-receipt or *loss* of *security codes* and/or *security token(s)* or the unauthorised use of the lost *security codes* by any party.
- 17.22 We may require you to pay any fees, charges and all other *costs* for the use and/or replacement of lost *security token(s)*.

- 17.23 We may terminate, suspend or cancel the use of the *security token(s)* with notice to you.

Precautions when using electronic banking services

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

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

Requests for security code or account details

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

Recovered security code

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

Consent to videoing

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

18. Liability for transactions

Disputed transactions

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

Your liability for transactions

You are liable for any loss incurred if you act fraudulently or due to your wilful misconduct.

- 18.2 You are liable for the following transactions that occur on an *account* linked to a *security code*, passbook or cheque book:
- transactions carried out with your knowledge and consent;
 - transactions carried out by an *authorised person*, unless you have told us to cancel that *authorised person's security code*, and if relevant, you have taken all reasonable steps to have any *security code* device issued by us, returned to us;
 - transactions carried out by any other person using a *security code*, passbook or cheque book (unless you have told us to cancel that *security code*, passbook or cheque book, and if relevant, you have taken all reasonable steps to have any *security code* device issued by us returned to us). This includes where a transaction which is carried out by someone other than you or an *authorised person* with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding *security codes*, passbooks or cheque books;
 - transactions conducted using an *electronic banking service* (other than by using a *credit card*)

not authorised by you or an *authorised person* (for example, a transaction which is carried out by someone other than you or an *authorised person* without your knowledge and consent) if you or any other *authorised person* have acted fraudulently, acted with gross negligence such as failing to properly safeguard or prevent unauthorised access to a *security code*, passbook or cheque book or not notifying us if a *security code*, passbook or cheque book is lost or stolen;

- transactions not conducted using a *card* or *electronic banking service* where you or an *authorised person* breach our banking agreement or are negligent in any way; and
- any other transactions specified in the *product terms*.

Part F - Payments

19. Profit, fees and costs

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

Our tariff booklets and product brochures are revised periodically and you must pay the profit, fees and costs applying at the relevant time.

Fees and profit

- 19.1 You must pay the profit, fees and costs applying to a *product* from time to time. Fees and costs are revised periodically. You can find out current rates and fees and costs by contacting us.

Service fees

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

Government charges

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

Calculation

- 19.4 Any profit or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice.

No refund

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

Costs on cancellation

- 19.6 If our banking agreement ends, you cancel any *product* before using it or you do not proceed to use a *product* within any period we specify in our banking agreement, we may require you to pay profit, fees and *costs* incurred in connection with our banking agreement or the *product*. This includes any legal costs in connection with preparation of documents (such as *securities*) even if these documents have not been signed.

20. You indemnify us

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

- any *account*, the establishment and provision of any *product* or any other transaction contemplated by our banking agreement;
- searches and enquiries we make in connection with you or a *security provider* (including checking for *insolvency*);
- instructions you or an *authorised person* gives us (including those sent by *electronic equipment*);
- any service provided by a third party including services arranged by a *card association*;

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

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

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

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

21. Payments - generally

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

Payments in full

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

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

Withholding tax

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

Value added tax

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

Independent payment obligations

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

Right of set off

- 21.5 We (and any other member of the *Standard*

Chartered Group) may set off any amount we (or any other member of the *Standard Chartered Group* owe you against any amount you owe us (or any other member of the *Standard Chartered Group*) (whether or not the obligation is matured or contingent). We (and each other member of the *Standard Chartered Group*) may also combine or consolidate all *accounts*. If we (or any other member of the *Standard Chartered Group*) combine *accounts*, any credit funds held by you in your *accounts* will be applied to adjust the amount owing by you in relation to your other *accounts*. We and each other member of the *Standard Chartered Group*) may do so at any time (even if there is no *default*).

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

- 21.7 For the purposes of clauses 21.5 and 21.6, each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate they reasonably consider appropriate.

Banking days

- 21.8 Unless otherwise stated in the *product* terms, if an amount is due on a day which is not a banking day, you must pay it on or before the next following banking day unless that day falls in the next calendar month, in which case you must pay it to us on or before the preceding banking day.

Debiting accounts

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

Insufficient funds

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

Automatic payment from account with another institution

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

Authority to fill in cheques

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

Honouring payment instruments

- 21.13 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:
- ensure that you have sufficient funds in the account to be debited (including any account with another financial institution or the nominated account);
 - not stop cheques;
 - not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the account on which cheques are drawn.

Post-dated cheques

- 21.14 If we require you to pay an amount by post-dated cheques, you must:
- give us post-dated cheques in our favour for an amount equal to each payment amount; and
 - replace the cheques if we ask.

How we apply payments

- 21.15 Payments are taken to be made when we credit them to the *account*. We do this as soon as practicable after receipt.
- 21.16 Unless set out in the *product terms* we may use

amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

Payments into suspense account

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

Insolvent payments

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

22. Currency conversion and indemnity

Currency of payment

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

Payment in other currency

- 22.2 You waive any right you have in any jurisdiction to pay any amount other than in the currency in which it is due. If we receive an amount in a currency other than that in which it is due:
- we may convert the amount into the due currency on the date and at rates we reasonably consider appropriate. We may deduct our costs incurred in the conversion; and
 - you satisfy your obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

Conversion after default

- 22.3 Despite any other provision of our banking agreement, at any time after there is a *default* we may convert to the *base currency* at a rate determined

by us any part of the *balance* owing for the *product* which is not due to us in the *base currency* ("*foreign currency obligation*").

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

Currency restrictions

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

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

- 22.6 If a judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:
- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or acceptance of proof of debt; and
 - the costs of conversion.

Part G - Information, statements and records

23 Information you give

Information must be correct

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

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

What you must give us

- 23.2 If we ask, you must give us any information about or documents in connection with:
- our banking agreement or any *other arrangement with us*; or
 - your financial affairs.
- All information or documents must be in the form we require and certified by you to be true.
- 23.3 You must notify us if there is any change in your employment, business or profession within 15 days of the change.
- 23.4 You must get the consent of other persons named in a client information form, an *application* or any *authorised person* to our collection, holding and use of their *personal information*.
- 23.5 Where laws and regulations allow, you consent to us periodically checking your credit status with any credit bureau or credit reference agency.
- 23.6 We will not be responsible for any *loss* or damage incurred by you due to your failure to update us promptly and correctly of any change in your *account* details, mailing address, email address, *mobile phone number*, fax number and other *account* details that are needed for us to contact you.

Representations

- 23.7 You represent and warrant that:
- you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into each of our banking agreements and any *other arrangement with us* which you enter into with us and to comply with your obligations and exercise your rights under them;
 - your obligations under each of our banking agreements and any *security* (and the obligations of any *security provider*) are valid, binding and enforceable and neither you nor any *security provider* will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under any of our banking agreements or any *other arrangement with us*;

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

23.8 You repeat these representations and warranties every time you apply for a *product* or make any

transaction on a *product* or *account*. You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

24. Information we give

- 24.1 You consent to us sending you information about *products* which we think you may want to use. However, if you do not want to receive this type of information, please notify us.
- 24.2 Any information we give to you is for reference purposes only. We do our best to ensure that the information we provide is accurate and complete. However, we are not liable for the accuracy or completeness of the information given.

25. Information we collect, use and disclose

Your information

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

Purposes for which we use your information

- 25.2 We or any member of the *Standard Chartered Group* may use your information to (a) provide you with a *product* or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the *Standard Chartered Group* and any internal policies and procedures of any member of the *Standard Chartered Group* and (c) meet any administrative, business, legal or regulatory purpose; including the following:
- processing your *application* for *products* and services, payments, transactions and your instructions or requests;
 - providing you with *products* and services (including any *electronic banking service*);
 - maintaining our relationship with you;
 - communicating with you on your *account* and

- product*, providing you with statements and notices such as important changes to the features, terms and conditions of any *product* or your *account*;
- assessing your suitability for *products* and services;
 - operational purposes;
 - statistical analysis (including behavioural analysis and profiling);
 - establishment, continuation and management of your banking relationship with us and your *account* with us or, where applicable, any member of the *Standard Chartered Group*;
 - identity verification, sanctions screening and due diligence checks;
 - credit assessment, including conducting credit checks and setting credit limits;
 - enforcing your obligations (including collection of outstanding amounts owed to us by you and/or security provider), debt recovery, adjustment of your credit limit of relevant *accounts*, and establishing or implementing a scheme of financial arrangement with you;
 - conducting market research and surveys with the aim of improving our *products* and services;
 - for marketing purposes, promotional events, competitions and lucky draws;
 - to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the *Standard Chartered Group* and any authority, regulator, or enforcement agency, policies (including the *Standard Chartered Group's* policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;
 - for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime);
 - to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights;
 - compliance with *Standard Chartered Group's* policies and procedures, and any legal, regulatory or business purposes;
 - for surveillance of premises and ATMs.

To whom we may disclose your information

- 25.3 You consent to us and each member of the *Standard Chartered Group*, including its officers, employees, agents and advisers disclosing your information to the following parties for any of the purposes specified in clause 25.2:
- *any member of the Standard Chartered Group* anywhere in the world, including any officer, employee, agent or director;
 - professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support the *Standard Chartered Group's* business;
 - our business alliance partners who may provide their product or service to you;
 - any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;
 - any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents;
 - any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;
 - any financial institution which you have or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes;
 - a *merchant* or a member of a *card association* where the disclosure is in connection with use of a *card*;
 - any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
 - subject to laws and regulations upon your death or mental incapacity, your legal representative and their legal advisers, and a member of your immediate family for the purpose of allowing him/her to make payment on your *account*;
 - any *authorised person* or any *security provider*;
 - anyone we consider necessary to facilitate your requests for services or *application* for *products* with any member of the *Standard Chartered Group*;
 - anyone we consider necessary in order to provide you with services in connection with a *product*,

located in any jurisdiction.

- 25.4 You consent to the recipients of the information we disclose, using and transferring the information where it is necessary to:
- provide you with services in connection with a *product*;
 - monitor our compliance with law and our and the *Standard Chartered Group's* policies; or
 - support our and the *Standard Chartered Group's* business, financial and risk monitoring, planning and decision making.
- 25.5 There may be other terms and conditions that govern the collection, use and disclosure of your *personal information* contained in our banking agreement and our privacy notice published in our website. Such other terms and conditions shall be read in conjunctions with this Part G (Information, statements and records).
- 25.6 Any *account* or transaction information reported, including those reported through our *electronic banking services*, may not be conclusive to your *account* and transaction status as there may be transactions or instructions which have yet to be or are being processed by us.

If you hold a card with us

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

If you hold a co-brand product

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

Purposes of disclosing information to business alliance partners

- 25.9 We may disclose your information to business alliance partners (a) so that they may contact you via

phone, messages or fax for the purpose of marketing their products and services to you, or (b) pursuant to business alliance arrangements with such partners to jointly offer products and services to you. Not providing or withdrawing consent

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

Communication

- 25.11 To the extent permitted by law, we may record and monitor your communications with us to ensure compliance with our legal and regulatory obligations and our internal policies for the purposes in clause 25.2.

Retention

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

26. Statements and records

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

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

If you think there is a mistake

- 26.3 You should retain all transaction records to enable you to verify entries. You must check these entries and your passbook or any counterfoil, entries for accuracy as soon as you receive your statement. You must report any mistaken or unauthorised transactions to us as soon as possible. Unless otherwise stated in the *product terms*, if you do not report any mistake within **15** days after the date of the statement, we treat the statement as correct.
- 26.4 The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-banking days and after “cut-off” time on banking days may be held over to be processed on the next banking day.

Reversals

- 26.5 We may cancel, reverse or debit any payment we make under our banking agreement and make any corresponding adjustments to an *account*:
- to correct a mistake (for example, an overpayment);
 - if we have not received cleared and unconditional funds in full or promptly;
 - if we are required to return the funds to the relevant payer or drawer; or
 - if we have reasonable grounds for doing so.

If we make an adjustment, we notify you.

Our records and decisions are conclusive

- 26.6 Unless there is an obvious mistake:
- our records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them; and
 - any certificate we issue, or decision we make, about a matter or an amount payable in connection with our banking agreement is conclusive evidence.
- 26.7 You acknowledge that we may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as we consider appropriate after such time as permitted by applicable law.

Part H - Termination, suspension and enforcement

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

Termination by either party

- 27.1 Either you or we may end our banking agreement or your access or use of a *product* in any manner including through our *electronic banking services* by giving the other party prior notice in writing in accordance with our banking agreement. If you do so, you must give us two banking days' notice.
- 27.2 If you have more than one *account*, you may not cancel certain *electronic banking services* for any one *account* only (unless we otherwise agree).

Termination by us

- 27.3 We may end any (or all) of our banking agreements for a *product*, with or without notice to you, if:
- you give (or any *security provider* gives) us incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading; or
 - you do not pay on time an amount due under any of our banking agreements or any *other arrangement with us* (this includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payment); or
 - you have breached any other term of any of our banking agreements or any *other arrangement with us*; or
 - you have breached any term of any arrangement you have with another financial institution or another financial institution has suspended or terminated your use of any banking facility; or
 - any *security* or insurance we require in connection with a *product* is or becomes unenforceable or is withdrawn or terminated without our consent; or
 - you or any *security provider* becomes *insolvent* or any of your or their assets are subject to *insolvency* proceedings; or
 - you or any *security provider* dies or becomes incapacitated; or
 - you or any *security provider* stops payment, ceases to carry on its business or a material part of

- it or threatens to do so; or
- you or any *security provider* acts fraudulently or dishonestly; or
- any of your or any *security provider's* assets are subject to enforcement of a judgment or is expropriated, compulsorily acquired or resumed on any basis; or
- any assets the subject of a *security* or any of your business or the business of a *security provider* is in jeopardy; or
- you are convicted of a crime; or
- legal proceedings to recover debts or criminal proceedings are commenced against you or any *security provider*; or
- we consider that an *account* is being operated in an irregular or improper manner; or
- any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
- any thing occurs which, in our opinion, is likely to have a material adverse effect on your (or a *security provider's*) business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our banking agreements or any *other arrangement with us*; or
- performance of any obligation by either you or us under any of our banking agreements or a *security provider* under any *security* breaches, or is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy we apply as a result of an order or sanction issued by an authority; or
- at any time, as a result of your domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any *product* or part of any *product*, would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority, or is not in accordance with our usual business practice and procedure; or
- if you close your *account* or the related *ATM/debit card* expires or is lost and cancelled by you; or
- we are required by law (including an order of any authority) to do so; or
- any other event of default (however described)

under any of our banking agreements or any *other arrangement with us* occurs.

- 27.4 We will be entitled to end your use of our *electronic banking services*, immediately on all your joint accounts if any of your joint account holders notifies us that:

- That the joint account can no longer be operated on your instructions alone; or
- He/she is no longer prepared to accept that you may operate the joint account using our *electronic banking services*.

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

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

Additional rights to terminate

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

28. What happens on termination

Banking agreement

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

No effect on rights and liabilities

- 28.2 Ending our banking agreement, or the right to use

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

Review of entitlements

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

29. Enforcement action

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

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

30. 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.

31. Suspension

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

32. Conversion of accounts

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

Part I - Security

33. Security

Banker's lien

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

Security over all assets

- 33.2 In addition to any other *security* we require and our banker's lien under clause 33.1, we hold all your assets (including assets deposited with us for any purpose) as security for the total *balance owing* for all your *products* and any amount which you may owe us in the future. Without limiting our other rights, we may set off any such amounts against, or apply the security created by this clause as security for, any obligations you owe to us. If there is a *default*, we may sell or deal with your assets to satisfy your obligations to us. We may do so without notifying you.

Further security

- 33.3 In addition to any other *security* we may require, you must do anything we ask (such as obtaining consents, signing and delivering documents and getting documents completed and signed) to:
- provide further or more effective security to us to

secure any *balance owing* for any of your *products* and any other amount which you may owe us in the future; and

- to allow us to exercise our rights in connection with your assets.

No dealings

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

Changing the security

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

Ensure compliance by security provider

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

Security continues until release

- 33.7 Any *security* continues until we have released it.

Appointment as attorney

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

34. Valuations

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

at any time at your *cost*.

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

35. Insurance

Insurance you must maintain

- 35.1 For some *products*, we require insurance to be maintained, for example, life insurance, insurance over any asset which is the subject of *security* or mortgage insurance. Any insurance policy must be with an insurer we approve and for the risks we specify. Alternatively, we may require you to pay for insurance we arrange.
- 35.2 Our interest must be noted on the insurance policy and you must ensure that any amount paid by the insurer under the policy is paid to us. If we ask, you must give us a copy of the policy.
- 35.3 If we permit you to make your own arrangements for insurance we require, you must pay us an administration fee and any *costs* we specify. You must provide us with the original insurance policy and the original receipt for the amount paid for the insurance.
- 35.4 If you have made arrangements with the insurer which allow us to cancel the insurance when there is a *default*, we may apply any amounts that are refunded by the insurer against any amount you owe us.

Optional insurance

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

All insurance policies

- 35.6 If we arrange insurance for your benefit, you must pay all amounts the insurer requires in connection with the policy and we debit those amounts to your *account*. The insurance cover only takes effect from the date we debit your *account*. If a claim is

unsuccessful, you may not claim against us and we are not liable for any *loss* you incur.

- 35.7 You must comply with the terms of any insurance policy issued in connection with a *product*.
- 35.8 You acknowledge that insurance proceeds may not cover all your *loss* and you are responsible for any shortfall.
- 35.9 We may accept any commission from an insurance company in connection with any insurance we arrange.

Part J - General

36. General

Disclaimer

- 36.1 We do not represent or warrant that:-
- our services, including our *electronic banking services* will meet your requirements;
 - our *electronic banking services* will be uninterrupted, timely, secure or error-free;
 - our *electronic banking services* are fit for a particular purpose, or does not infringe any third party proprietary rights; or
 - any errors in the technology will be detected or corrected.
- 36.2 Our *electronic banking services* may allow you to visit or be directed to other third party websites. We are not responsible for the content of these third party websites. We shall not be responsible for any *loss* or damage you incur directly or indirectly in connection with your use of or access to these websites.

Exclusion of liability

- 36.3 Unless a law prohibits us from excluding or limiting our liability, we are not liable for any *loss* you incur in connection with our banking agreement or services including *electronic banking services* (including in connection with the provision, access or use of any *product*, unavailability or improper functioning of an *electronic banking service*, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our banking agreement, misrepresentation, your or an *authorised person's* instructions or any unauthorised instructions,

a *default*, termination of any of our banking agreements, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the *loss* arises for any reason and even if the *loss* was reasonably foreseeable or we had been advised of the possibility of the *loss*.

- 36.4 We are not responsible for the negligence, act or failure to act of any third party and will not be involved in any dispute between you and any third party service provider (whether or not appointed by us).
- 36.5 You shall indemnify us from all *loss* and damage which we may incur in connection with your improper use of our services including the *electronic banking services*.

We take no responsibility for your decisions

- 36.6 We are not responsible for any decision you make:
- to enter into our banking agreement;
 - to access or use any *product* including through our *electronic banking services*;
 - about any features of any *product* (including the any fees or costs payable under it).

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

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

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

Intellectual Property Rights

- 36.7 We own all contents of our services. You may not copy, distribute or publish such content without our permission.
- 36.8 We or other third parties own all the marks and logos used in connection with services. You may not use such marks and logos without our permission.

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

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

Hyperlinked sites

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

Circumstances beyond our control

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

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

Further steps

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

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

Prompt performance

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

Time of the essence

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

Waiver

36.17 A provision of our banking agreement, or right

created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

Variation of our banking agreement

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

Additional services

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

Our Advertising

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

How we may exercise our rights

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

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

36.23 Except for a waiver or variation in accordance with clauses 36.17 or 36.18, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.

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

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

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

Complying with orders and directives

- 36.27 If we are served or issued with any of the following:
- court orders;
 - directives issued under law, regulators, authorities or agreements with any regulator or any authority,
- we will act in accordance with them and you must not commence proceedings against us in relation to our actions.

Consents

36.28 You must comply with all conditions in any consent

or approval we give in connection with our banking agreement.

Conflicting claims

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

Indemnities

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

Commissions

36.31 If, you are introduced to us, or by us, to a third party with your consent, we may pay or receive a fee or commission to or from the third party under a fee sharing arrangement. We agree to provide you with the details of the fee sharing arrangement.

Outsourcing

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

Dealings

- 36.33 You must not assign or transfer your rights and obligations under our banking agreement to anyone without our consent first.
- 36.34 We may assign or otherwise deal with our rights under our banking agreement (including any particular *product* or *account*) in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in our banking agreement) any right of set off or other rights you have against us. If we ask, you must sign and give us or any other person we specify any document we reasonably require for this purpose.

Compliance with law

36.35 Nothing in our banking agreement requires us to do or not do anything if it would or might in our

reasonable opinion constitute a breach of our policy or any applicable law, regulation or requirement of any authority.

We act on banking days

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

Opening further accounts

- 36.37 We may open an *account* to administer any transactions for any *product*.

Severability

- 36.38 If and to the extent that an applicable law is inconsistent with our banking agreement in a way that would otherwise have the effect of making:
- a provision of our banking agreement illegal, void or unenforceable; or
 - a provision of our banking agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law, then the law overrides our banking agreement to the extent of the inconsistency, and our banking agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omitted).
- 36.39 If any one or part of the terms of this Client Terms is legally unenforceable in any way, this will not affect the validity of the remaining terms.
- 36.40 We believe that the terms of this Client Terms are reasonable. If any one or part of them proves to be legally invalid because it is unreasonable or for any other reason, we are entitled to treat that term as changed in a way that makes it reasonable and valid.
- If one of the terms of this Client Terms is unenforceable against one of the clients agreeing to this Client Terms, this will not in any way affect the enforceability of that term against the other clients e.g. the other joint *account* holder.

Third party rights

- 36.41 Our banking agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:
- a member of the *Standard Chartered Group*

may enforce any rights or benefits in our banking agreement;

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

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

Change in constitution

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

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

- 36.43 To comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the *Standard Chartered Group* and any authority, regulator, or enforcement agency, policies (including *Standard Chartered Group's* policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the *Standard Chartered Group* may:
- be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's

Treasury, the United Nations, the European Union or any country); or

- (without limitation to clause 25) report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the *Standard Chartered Group* may need or decide to disclose. Transactions impacted include those that may:
 - ◆ involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - ◆ be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
 - ◆ involve persons or entities which may be the subject of sanctions and embargoes.

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

36.45 Any member of the *Standard Chartered Group* may take any action it believes to be necessary to comply, or in connection, with the matters set out in clause 36.43. This includes freezing funds, preventing operation of an *account*, refusing a request for funds from you, otherwise not allowing you to use a *product*, or delaying or cancelling a transaction. It need not notify you until a reasonable time after it is permitted to do so under those laws or policies. No member of the *Standard Chartered Group* is liable for any *loss* arising out of any action taken or any delay or failure by us, or a member of the *Standard Chartered Group*, in exercising any of its rights or performing its obligations, caused in whole or in part by any steps taken as set out above.

Reports

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

Our decision is conclusive

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

Counterparts

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

Governing law

36.49 Our banking agreement is governed by the laws of Kenya.

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

Jurisdiction

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

Serving documents

36.52 Without preventing any other method of service, any document in a court action may be served on a party by being posted, delivered to or left at that party's address last notified.

Part K - What to do if you have a complaint

37. What to do if you have a complaint

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

Part L - Meaning of words

38. Meaning of words

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

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

application means, for a *product*, a Standard Chartered Bank application form or a similar document signed or submitted by you together with all related forms and consents signed or agreed to by you in connection with your application for the *product* or your request to access the *product* through our *electronic banking services*.

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

ATM means automatic teller machine. It includes any machine or device which allows cash to be withdrawn from it and which may accept deposits of cash or cheques.

ATM card means the card or other device through which you may access an *account* by an *ATM*, together with the relevant *PIN/password*.

authorised person means any person you authorise (either alone or collectively) and we approve to operate an *account* and to act on your behalf in giving instructions, to perform any other acts under our banking agreement or use any *product*. It includes a *cardholder* or any other person given a *security code* to allow them to give instructions.

balance owing means, for the *account* we maintain for a particular *product*, at any time, the difference between all amounts credited and all amounts debited to you in connection with that *account* at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

base currency means, for a *product*:

- in the case of a facility, the currency in which the limit is expressed; or
- in any other case, the currency of the place where the *product* is provided to you. ***bonus points*** means a bonus point awarded to you on the terms and conditions of any *bonus points scheme*.

bonus points cancellation date means the earlier of:

- unless otherwise set out in the *product brochure*, each anniversary of the date of the opening of your *account* (or your first *account* if you have more than one *account*);
- the date on which your use of the *account* for the *card* is terminated or the *account* for the *card* is closed; or
- the date on which the *card* expires without renewal.

bonus points scheme means any scheme at any time established or designated by us which

allows a *cardholder* to:

- earn *bonus points* when they use a *card* or pay for any goods and services; and
- use or redeem the *bonus points* to pay or exchange for the goods and services at the outlets as we specify.

bonus points purchase means any purchase or part of any purchase of any goods and services made by using or redeeming *bonus points*.

card means an *ATM card*, a *debit card*, or a *prepaid card* or all of them, as the context requires.

card association means Visa International, MasterCard International or any other card association.

cardholder means, for an *account*, each person to whom we issue a *card* on the *account*.

circumstances beyond our control means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

consolidated statement means a single statement setting out details (including the *balance owing*) for all *products*.

costs includes costs, charges and expenses, including those in connection with legal advisers.

debit card means the card or other device issued by us to you, with which you may make payments by direct debit from an *account*. A *debit card* may also be an *ATM card*.

default means any of the events described or referred to in clause 27.3 (Termination by us);

electronic alerts means an *electronic banking service* provided by *SMS* or email by which we send you *SMS* or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

electronic banking services means services provided by us which enables you or an *authorised person* to obtain information from us or give instructions to us through *electronic equipment*.

electronic banking service software means any software and other information we allow you to use to access and use *electronic banking services*.

electronic equipment means any electronic equipment including an electronic terminal (for example, a *merchant terminal* or *ATM*), computer, cash deposit machine, television, fax machine, telephone and mobile telephone.

eStatement means statements sent to or accessed by you by electronic means.

electronic banking software means any software we supply to you or which you are required to download for the purpose of accessing the *electronic banking services*.

fund transfer services means each service provided by us which enables you to transfer funds from the *source account* to another account under the *electronic banking services*.

insolvency or insolvent means, for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

- suspension of payments, moratorium of indebtedness, bankruptcy, winding-up or composition or arrangement with creditors;
- the appointment of a receiver, administrator in respect of that person or any of their assets;
- attachment, sequestration, distress or execution affecting any of their property or the enforcement of any *security interest* over their assets,

or any thing which has a substantially similar effect to any of these things happening in any jurisdiction and in accordance with local law.

letter of offer means, for a *product*, any letter of offer or similar document from us offering to provide you with the *product*.

linked account means an *account* which is linked to a *card*.

loss includes any loss (including loss of profit or expected savings), damage, demand, claims, liabilities and *costs* of any kind (whether direct or indirect).

merchant means a merchant at whose outlets we have authorised the use of *cards*.

mobile app means our mobile application installed on your mobile or communications device and through which you provide instructions to us and access *mobile banking*.

mobile banking means the facility provided by us which

allows you access to your *account(s)*, conduct transactions and subscribe to such other *products* and services as may be provided on your mobile or communications device via the *mobile app*.

mobile banking user ID is the personal identification you use to log in to carry out *mobile banking* via the *mobile app* that you have downloaded on your mobile or communications device.

mobile phone number means the mobile phone number specified by you on our website, through the call centre or in writing either through any form provided by us or for using our *electronic banking services*.

nominated account means an *account* which you and we have agreed is to be the *account* used for the purposes of transactions in connection with a *product*.

One time password means a uniquely randomly generated *one time password* that is required to access certain facilities that are part of our *electronic banking services* which we will provide to you using your *mobile phone number* that has been registered with us or via *security token* or such other agreed method.

online banking means the *electronic banking services* provided by the internet.

online telegraphic transfer means an instruction given by you or an *authorised person* by the *electronic banking services* for an international funds transfer.

other arrangement with us means:

- each *security*; and
- each other arrangement (including an agreement or a *security interest*) under which you or any *security provider* has or could in the future have obligations to us or any member of the *Standard Chartered Group*. It does not include any banking agreement.

personal information means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, *mobile phone number* and email address) and employment details.

PIN/password means the personal identification number or question or other code or information given to, or selected by, you or an *authorised person* that is used to confirm your or their identity when they access an *account*.

point of sale banking means use of a card by you or an authorised person at a merchant's terminal (for example, ePOS, EPS, NETS).

preferences means the customised preferences that are required to be set by you with us which shall enable us to send

you electronic alerts with respect to our electronic banking services.

prepaid card means a stored value reloadable card with a card logo issued to you by us. It includes an eCash card.

product means each facility, product or other service we may make available to you under the respective banking agreements that you have with us. It includes any component comprising the *product* including an *account*.

product brochure means, for a *product*, a brochure describing the features of the *product*. The brochure may not necessarily be called a 'product brochure'.

product terms means, for a *product*, the specific terms and conditions that apply to it, in addition to these Client Terms. These are available to you at our branches and our website and may include a *product brochure*.

security means any *security interest* granted to us in connection with our banking agreement. It includes any *security interest* given under Part I (Security).

security code means all confidential codes, user names and passwords, *PIN/password* and information on a physical device (for example, an *ATM card*, a *debit card*, *credit card*, *prepaid card*, security token or electronic key) that you or an *authorised person* must use to confirm your or their identity when you or they access an *account* using our services including our *electronic banking services*.

security interest means any security for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity.

security provider means each person who provides *security*.

security token means any security device issues and designated by us as a means of identifying you or providing you with security codes to use our *electronic banking services*.

SMS means a Short Message Service using a mobile telephone.

SMS banking means the *electronic banking services* provided to you by *SMS*, by which you have access to *accounts*.

source account means the *account* designated by you, from which funds are to be used for a fund transfer under the *fund transfer services* or a payment under the bill payment services. The *source accounts* designated for separate transactions may be different *accounts*.

Standard Chartered Group means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

tariff booklet means, for a *product*, a document (which may not necessarily be called a 'tariff booklet') setting out some of the fees and *costs* that may apply to a *product*.

tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty payable in connection with any failure to pay or any delay in paying any of it).

we means each member of the *Standard Chartered Group* identified in the *application* or the *approval* as the person providing the *product* (or any component of the *product*) to you, and its successors and assigns.

you means the person named as the applicant in the *application*. If there is more than one, you means each person separately as well as every two or more of them jointly. It also refers to you, your joint account holder and/or an *authorised person*, where applicable.

your system means the equipment and software belonging to and used by you to access our *electronic banking services*.

The singular includes the plural and vice versa.

Headings in our banking agreement are for convenience only and do not affect their interpretation.

A reference to:

- our "banking agreement" means, for a *product*, the agreement between you and us made up of the applicable documents set out in clause 1.4;
- a "banking day" is a reference to a day when banks are open for general banking business in Kenya;
- "person" (including you) includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
- a person (including you and us) includes that person's executors, administrators, successors, substitutes (including by novation) and assigns and our banking agreement binds those persons and the joint account holder where applicable;
- "including", "such as" or "for example" when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
- a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;
- a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits, fees, or repayment arrangements) is a reference to those details as varied in accordance with our banking agreement or as otherwise agreed; and
- any thing includes any part of it.