

Terms of Service for One-time Password for Online Payment

Your use of the One-time Password (“OTP”) provided by Standard Chartered Bank (the “Service”) is subject to the following Terms of Service agreement (“TOS”). Please read the TOS carefully and make sure that you have understood it fully before using the Service.

In this TOS:

- (a) “Card” means a principal credit card issued by the Bank;
- (b) “Cardholder Agreement” means the agreement in force from time to time between you and the Bank which governs the issue and terms of use of a Card in respect of which the Service is used;
- (c) “we,” “us,” or “our” refers to (i) Standard Chartered Bank or its successors and assigns (hereinafter the “Bank”); and/or (ii) CA Technologies, or its affiliates (hereinafter “CA Technologies”) operating the service on behalf of Standard Chartered Bank;
- (d) “you,” “your,” or “yours” refers to the principal cardholder using the Service.

1. ACCEPTANCE OF TERMS

- (a) The provision of the Service to you is subject to this TOS and the Cardholder Agreement. We reserve the right to change the TOS from time to time. We will give you prior notice of these changes by posting a notice on our website or by such other means as we, acting reasonably, determine. You can review the currently applicable version of the TOS by returning to this page at any time. In addition, when using the Service, you shall be subject to any posted guidelines or rules applicable to the Service that may be posted from time to time at the Bank’s website.
- (b) You agree that your continued use of the Service after you have been advised of revisions to this TOS either by notice on the Bank’s website or otherwise shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- (c) Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change the Service shall be subject to this TOS.
- (d) The Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
- (e) Upon the Bank’s request, you agree to sign a non-electronic version of this TOS.

2. AUTHENTICATION

- (a) When engaging in an online transaction whereby the Service is required, an OTP will be sent to your mobile phone number via SMS. You must input the OTP in order to complete the online payment transaction. The Service is only applicable to the Principal Cardholder with a valid Sri Lankan mobile phone number registered with the credit card system of the Bank. Registration for the Service is not required. If you are unable to provide your OTP, or if the authentication through the Service otherwise fails, the merchant with whom you carry out online transactions, may not accept your Card in payment for that transaction. You agree that neither the Bank nor CA Technologies shall be liable in any way for any merchant’s refusal to accept your Card(s) for any payment, regardless of what the reasons may be.
- (b) By using the Service you assent to the use of the Service to evidence your identity and the use of your Card(s) to make payment for transactions authorised for using the Service (including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals).

3. PRIVACY POLICY

- (a) By using the Service, you authorize us to obtain from certain third parties selected by us, including credit bureaus and other reporting agencies, information about you, your credit cards, to use in connection with the Service.
- (b) The Bank’s use of all personally identifying information about you is subject to the Data Privacy provisions set out in your Cardholder Agreement and the Bank’s privacy policy (the “Privacy Policy”). For more information, please see the full Privacy Policy at the Bank’s website.

4. SECURITY

- (a) You agree to safeguard the confidentiality of your card number and other verification or personal assurance information established by you with the Service (“Security Data”). You agree not to transfer or sell your use of, or access to the Service to any third party. Save as set out in Section 4(d), if you let any other person use your Security Data or disclose your Security Data to another person, you will be liable for all claims, losses and consequences arising from or in connection with all transactions made using the Service by or with the consent of that person, and all activities that occur using your Security Data.
- (b) If you have contributed to an unauthorised transaction, (for example by keeping a written record of your Security Data, failing to take reasonable steps to prevent disclosure of your Security Data to any other person, failing to take reasonable

steps to observe any of your security duties referred to in this TOS, or delay in notifying us of an actual or possible disclosure to any other person of your Security Data) you may be liable for some or all of the losses, as maybe decided by the Bank at such time, resulting from the unauthorised transaction.

- (c) You agree to immediately notify the Bank by contacting us as we require in the Cardholder Agreement for a lost or stolen card or of any unauthorized use of the verification information, or any other breach of security.
- (d) You are not liable under this TOS for loss caused by:
 - (1) fraudulent or negligent conduct by our employees or agents, or parties involved in the provision of the Service;
 - (2) faults that occur in our systems, including the systems used to provide the Service, unless the faults are obvious or advised by a notice or message;
 - (3) unauthorised transactions occurring before you have established your Security Data; or
 - (4) any other transactions where it is clear beyond any doubt that you could not have contributed to the loss.

5. YOUR CONDUCT

You agree not to:

- (a) impersonate any person or entity using the Service;
- (b) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Service;
- (c) spam or flood the Bank's website or the Service;
- (d) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service (including, without limitation, the website) or the software used in connection with the Service;
- (e) remove any copyright, trademark, or other proprietary rights notices contained in the Service;
- (f) "frame" or "mirror" any part of the Service (including, without limitation, the website) without the prior written authorization of both the Bank and CA Technologies;
- (g) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service (including, without limitation, the website) or its contents;
- (h) otherwise interfere with, or disrupt, the Service or servers or networks connected to the Service, or violate this TOS or any requirements, procedures, policies or regulations applicable to the Service or of any networks connected to the Service; or
- (i) intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by CA Technologies (all of which shall constitute "Applicable Law") in connection with your use of the Service.

6. OUR LIABILITY

- (a) Nothing in this TOS shall operate as to exclude or restrict any liability of the Bank, the exclusion or restriction of which is prohibited by Applicable Law.
- (b) To the maximum extent permitted by Applicable Law:
 - (1) Neither the Bank nor CA Technologies shall give any warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Service, and both the Bank and CA Technologies exclude all implied warranties and conditions.
 - (2) You agree that neither the Bank nor CA Technologies shall be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
 - (3) You agree and acknowledge that CA Technologies assumes no responsibility and shall not be liable in anyway whatsoever to you or to any third party for your use of the Service.
 - (4) You acknowledge and agree that, except as otherwise in the Cardholder Agreement, the Bank shall not be liable for any loss or damage arising from your failure to comply with this TOS.
 - (5) Under no circumstances will CA Technologies or the Bank be liable for any consequential, incidental, special or indirect losses or for loss of profit, business interruption or loss of business opportunities resulting from your use of the Service regardless of whether such damages arise in contract, tort (including negligence) or otherwise and regardless of whether we have been advised of, or are aware that such damages have been or may be incurred.
 - (6) Due to the nature of the Service, we will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is directly and solely caused by our negligence or deliberate default.
 - (7) CA Technologies and the Bank assume no responsibility for, and will not be liable for, any damage to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of or downloading from the Services (including, without limitation, the Bank's website).

7. DEALINGS WITH MERCHANTS

- (a) You understand that use of the Service does not, in any way, indicate that we recommend or endorse any online merchant, regardless of whether the merchant requires the OTP. For example, the Bank does not verify the identity of the merchant or endorse the quality of the merchant's goods or services.
- (b) The Service can only be used when shopping at participating online merchants.
- (c) If there is any inconsistency between our internal records, and information relating to your Card(s) and related account(s) or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.

8. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use the Service and to create binding legal obligations for any liability you may incur as a result of the use of the Service. Except as otherwise provided by Applicable Law or in the Cardholder Agreement, you understand that you are financially responsible for all uses of the Service by you and those authorized by you to use your Registration Data, your password or other verification information.

9. PROPERTY RIGHTS

- (a) The Service is protected by copyright and other laws of Sri Lanka and other countries. The Bank, CA Technologies and/or their suppliers retain all right, title, and interest in the Service and all content, information, websites, software, and other materials related thereto.
- (b) Some of the names referenced in the Service are trademarks or registered trademarks. You agree not to use any trademarks referenced or any confusingly similar marks for any purpose without the express prior written consent of the owner of the mark in each instance.

10. GOVERNING LAW AND JURISDICTION

This TOS will be construed and interpreted in accordance with the laws of Sri Lanka and the parties submit to the non-exclusive jurisdiction of the courts of Sri Lanka.