



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 sheet*. However, they do not apply to an *existing product or service* unless otherwise provided in the *product terms*. If you need to contact us about any aspect of our relationship, contact your branch or use phone banking.

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 +603 77118888 or by visiting our website www.sc.com/my.

Standard Chartered is committed to complying with economic sanctions that are imposed by relevant regulatory authorities. As such, we do not allow our *products* and services to be used directly or indirectly in countries that are subject to such sanctions. Please note that you will not be able to contact us via phone banking, facsimile transmission or emails, or access our website, and we will not be able to provide you with financial services 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 Your electronic access to such *products* may be withdrawn, amended, terminated or suspended at any time.
- 1.2 If you want to access or use a *product* in any manner including electronically, you need to complete an *application* to ask us to approve your use of it. Different eligibility criteria may apply to different *products*. These may include minimum or maximum age or deposit amounts. Fees, commissions or other charges may apply for such access or use. We may refuse an *application* for any reason. Unless required by law, we do not need to give you a reason. You may contact 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 sheet*;
 - 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 from time to time.

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 Malaysia, 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 Malaysia are not protected by Malaysian laws.
- 1.7 A reference to terms and conditions by any name in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement. These Client Terms replaces 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.
- 1.9 Our banking agreement does not apply to an *existing product or service* unless otherwise provided in the *product terms*.

2 Pre-conditions to use of any product

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

- we consider you may be in *default*;
- you have not satisfied any pre-conditions to use as 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 may not be able to satisfy your obligations to us under our banking agreement. We may determine this is the case if, for example, there has been a change in your 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 give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

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

3 Review

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

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

If we vary these Client Terms, we will post the amended terms at www.sc.com/my. 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 will be able to 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 instructions in writing to the branch where the *account* is conducted. On receipt of the instructions, we will vary or cancel the account operating authority. The variation or cancellation becomes effective within 7 banking days after we accept your instructions.

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 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 relation to 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 overdraw);
- 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 obtains 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 may 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;
- 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;
- your *account* does not contain sufficient funds to pay any charges, fees, interest or other sums that may be payable by you to us;
- you did not correctly use the *electronic banking services*;
- *circumstances beyond our control* prevent your instructions from being carried out despite reasonable precautions taken by us;
- the funds you instruct us to transfer or pay exceeds your personalised daily transfer limit or the category limit imposed on your *account*, whichever is lower;

- your *account* or any funds in your *account* have been put on hold;
- an order of court or any applicable law prohibits us from carrying out your instructions;
- our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from carrying out your instructions; 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 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 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 Account overdrawn

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

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

this is known as overdrawing the *account*.

6.2 We need not:

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

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

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

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

7 Notices and communications

Contact information

7.1 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 or through any other medium we allow, before the change has taken place. If you fail to do so, we may contact you through any reasonable means to update this information. However, we are not required to do this.

Form of notices and communications

7.2 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.

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

When notices and communications to you are effective

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

- if sent by fax, at the time shown on the transmission report as being successfully sent;
- if delivered personally, at the time of delivery;
- if sent by post, 5 banking days after posting;
- if sent by email or *SMS*, 4 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

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

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

Recording of telephone conversations

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

Notices and communications to joint accountholders

7.8 If you are joint accountholders, notices and communications (including notice 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.

7.9 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

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

7.11 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 the following:

- *online banking*
- *ATM and debit card services*
- banking services provided via cash deposit machines
- *SMS banking*
- *electronic alert*
- mobile banking
- 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 in respect of such *account* is acceptable to us;

- you have registered for our *electronic banking service*. Contact us to arrange this; and
- you and each *authorised person* has complied with the activation procedures we specify.

Guidelines

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

Limits

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

Application of terms

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

Joint accounts

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

9.8 If the operating authority for a joint *account* is “single signing authority”, you agree that:

- all joint accountholders may operate the *account* using the *electronic banking services* in accordance with these 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 that joint *account*.

Operating times and availability

9.9 The *electronic banking services* will usually be 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.

9.10 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

9.11 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

9.12 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*.

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

Access

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

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

9.15 You cannot rely on the operation of the *electronic banking services* to prevent an unauthorised overdraft being created. In particular, you must remember that cheque 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*.

9.16 You must not use the *electronic banking services* to create an unauthorised overdraft on your *account* and we are entitled to refuse to accept any instruction that would do so. If an

unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the *account* in question.

Information provided at ATMs not conclusive

9.17 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

9.18 The *electronic alerts* available are:

Alert type	Description
SMS alerts - automatic alerts	No prior subscription required. These are mandatory alerts.
SMS alerts - subscriber alerts	You must subscribe and select the types of <i>SMS alerts</i> which you wish to receive.
Email alerts - automatic alerts	No prior subscription required.
Email alerts - subscriber alerts	You must subscribe and select the types of email alerts which you wish to receive.

9.19 We may vary the types of *electronic alerts* available by notice to you in accordance with our usual practice and in accordance with any applicable law. They are sent only when available and practicable.

9.20 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.

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

Availability

9.22 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

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

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 *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*.

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

- 9.26 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.
- 9.27 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*.
- 9.28 If you access *electronic banking services* in a country other than **Malaysia**, 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* is 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 <i>source account</i> to a specified account with another bank in Malaysia.
Own account funds transfer service	To instruct us to transfer funds between <i>accounts</i> . This service may only be used where all named <i>accountholders</i> are identical across the <i>accounts</i> but excluding <i>accounts</i> which are known to us to be held by you in different capacities including trust <i>accounts</i> or estate <i>accounts</i> .
Bill payment service	To instruct us to transfer funds for payments from a <i>source account</i> to a specified payee.
Third party intrabank funds transfer service	You and each <i>authorised person</i> may use the third party intrabank funds transfer service to instruct us to transfer funds from a <i>source account</i> to a specified account with us which is held in the name of any one or more <i>accountholders</i> which is different from those in the <i>source account</i> , or an account known to us to be held by you in different capacities.
International telegraphic	To instruct us to transfer funds from a <i>source account</i> to a specified account

transfer service	with a bank in another country.
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- 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
- 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.

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 preset or personalised limit per day.
- 11.12 The preset daily limit may differ for different types of fund transfers and different types of *accounts*.
- 11.13 The limits may also be applied on an aggregated basis between differing *fund transfer services*. For details of the preset limits, see our website.
- 11.14 You may lower the preset limit for *accounts* by *online banking*. Your personalised limit will apply to all *accounts*.
- 11.15 If you want to 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.

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

Bill payment services

- 11.17 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 that 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.
- 11.18 Neither you nor any *authorised person* may issue instructions that will 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 that 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

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:
- the *source account* does not contain sufficient funds to make the fund transfer; or
 - you or an *authorised person* did not correctly use the *electronic banking services*; or
 - an order of court or any applicable law prohibits us from executing the fund transfer instructions; or
 - 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	Your <i>eStatement</i> is sent by email to your email address (last notified). Your <i>eStatement</i> will also be available by

application	<i>online banking.</i>
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 <i>online banking</i> .

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 registered 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 sheet* or contact us at one of our branches or use phone banking).
- 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*.
- 12.5 We or members of the *Standard Chartered Group* may use *eStatements* to advertise products and services. If you notify us that you do not wish to receive advertisements in connection with our banking agreement, the notification will not apply to advertisements in *eStatements*.

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 From time to time we 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 or credit 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*).

A *prepaid card* is not an *ATM card, debit card or credit card*. If you apply for a *prepaid card* we provide you with separate terms and conditions of use.

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* by notice to you in accordance with our usual practice and in accordance with any applicable law. 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.
- 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 persons* are given.

Use of cards

- 14.7 *Cards* may be used to pay for goods and services to access cash or perform other transactions as we notify from time to time. 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 from time to time. 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 If a *card* has an expiry date, we may reject any use of the *card* after that date.

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 Malaysia 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.
- 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 you or an *authorised person* asks, we may issue a replacement *card*. You must pay the applicable replacement fee (see the *tariff sheet* or contact us at one of our branches or use phone banking).
- 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 or by contacting us at our Contact Centre. You must immediately cut into half and return to us 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 *t 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 *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 will be converted to local currency at a rate we reasonably consider appropriate, which may be a rate set or resulting from procedures adopted by a third party. For example, if the *card* is a Visa or MasterCard card, conversion is done using US dollar as the base currency on the date the transaction is received by us or processed, at the exchange rate and at the time determined by Visa International or MasterCard International at its absolute discretion. In any case, the exchange rate may differ from the rate in effect on the date of the transaction due to market fluctuations. Any rate imposed is final and conclusive and you bear all exchange risks, *loss*, commission and other bank *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 any such parties 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.

Contactless

14.28 You may use the *contactless* feature on your applicable *cards* as notified to you by us from time to time for payment and purchase of goods and services.

14.29 The permitted threshold limits applicable for the *contactless* transaction on the *cards* are as notified and/or permitted by us and/or as requested by you.

14.30 In the event you have made *contactless* transactions above the permitted threshold limits, you are required to key in your PIN to complete the payment or purchase transaction.

14.31 You acknowledge and agree that the use of the *contactless* feature of your *card* is at your absolute risk. We shall not be liable for any damage and/or loss suffered in connection with your usage of the *contactless* feature of your *card* for payment or purchase of goods or services from any merchant.

15 Debit cards

Where you may use a debit card

15.1 A *debit card* may be used in Malaysia 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*, in order 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 by notice to you in accordance with our usual practice and in accordance with any applicable law.

16 Bonus points scheme

- 16.1 Some types of *cards* have a *bonus point's 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 *bonus points account* only.
- 16.3 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. We record this in your *bonus point account*.
- 16.4 We may specify from time to time the Ringgit amount 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.
- 16.5 The *product brochure* sets out the method for calculating *bonus points* earned. *Bonus points* cannot be earned on *bonus point purchases*, *cash advances*, interest, fees or *costs*.
- 16.6 *Bonus points* accrue from when your *account* is opened and may be redeemed until the *bonus point cancellation date*. Except as set out in the *product brochure*, all *bonus points* earned before the *bonus point cancellation date* are automatically cancelled on the *bonus point's cancellation date*. Cancelled *bonus points* are not reinstated in any circumstances (including if your *account* is reinstated).
- 16.7 If a transaction is reversed, we may deduct *bonus points* from your *bonus point account*.
- 16.8 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.
- 16.9 You may only use or redeem *bonus points* for the purposes or the goods and services we specify from time to time. 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.
- 16.10 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.
- 16.11 Unless we agree otherwise, you may not transfer *bonus points* from your *bonus point's account* to

a supplementary cardholder's account or any other person's account.

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* or 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. 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* by notice to you in accordance with our usual practice and in accordance with any applicable law.
- 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 minimum, whenever we or our systems require you or the *authorised person* to do so;
- not select a *security code* they have used before;
- not voluntarily give their *security code* to any other person;
- if they use *SMS banking*, do not leave the mobile phone unattended or give any person access to their mobile phone in a way that allows them to access *SMS banking* through their mobile phone;
- keep their 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 at our contact centre 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.

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

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.

17.16 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

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

17.18 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.

17.19 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.

17.20 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)

17.21 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.

17.22 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.

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

17.24 We may terminate, suspend or cancel the use of the *security token(s)*.

Precautions when using electronic banking services

17.25 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.

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 gone off-line 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 that *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

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

Recovered security code

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

Consent to videoing

17.28 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 will be 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 where you have complied with our requirements regarding safeguarding *security codes*, passbooks or cheque books;
- transactions conducted using *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*.

Also see clause 36 which sets out circumstances where we are not liable to you for *loss*.

Part F - Payments

19 Interest, fees and costs

You need to ensure you are aware of and understand the interest, fees and costs referred to in these Client Terms and additional interest, fees and costs that may be payable by you in connection with our banking agreement. These are set out in the *tariff sheet* or are available by contacting us at one of our branches or by using phone banking.

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

Interest & fees

19.1 You must pay the interest, fees and costs applying to a *product* from time to time. Interest rates (including any reference rates) and fees and costs are revised periodically. You can find out current rates and fees and costs by contacting us at one of our branches, by using phone banking or by visiting our website.

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.

Withholding tax

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

19.5 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

19.6 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.

Default interest

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

Calculation

19.8 Any interest or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice. If we agree to capitalise interest (or if default interest is charged under clause 19.7), we may add to the outstanding principal amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.

No refund

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

Costs on cancellation

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

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 *security* (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 any other person with access to our services, including our *electronic banking services*. You shall indemnify us for all *losses*, *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 and expense 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 passbooks, cheque books or *security codes*.

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. If you are required to deduct or withhold any amount, the payment you must make to us must be increased so that the amount of the payment we receive after the deduction or withholding is equal to the amount otherwise payable.

Independent payment obligations

- 21.2 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

- 21.3 We may set off any amount we owe you against any amount you owe us (whether or not the obligation is matured or contingent). We may also combine or consolidate all *accounts*. If we combine *accounts*, we will apply any credit funds held by you in your *accounts* to reduce the amount owing by you in relation to your other *accounts*. We may do so at any time (even if you are not in *default*).
- 21.4 If you have a joint *account*, we may set off any amount we owe you against any amount owing to us in any one accountholder's *account*.
- 21.5 Each member of the *Standard Chartered Group* may set off any amount it owes you against any amount you owe to it or any other member of the *Standard Chartered Group* (whether or not the obligation is matured or contingent). Each member of the *Standard Chartered Group* may also combine or consolidate all *accounts*. If any member of the *Standard Chartered Group* combines *accounts*, any credit funds held by you in your *accounts* will be applied to reduce the amount owing by you in relation to your other *accounts*. Each member of the *Standard Chartered Group* may do so at any time (even if you are not in *default*).
- 21.6 If you have a joint *account*, each member of the *Standard Chartered Group* may set off any amount it owes you against any amount owing to it or any other member of the *Standard Chartered Group* in any one accountholder's *account*.
- 21.7 For the purposes of clauses 21.3, 21.4, 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 still pay it on or before that day.

Debiting accounts

- 21.9 We may debit any interest, 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.

Honouring payment instruments

21.12 You must ensure that any payment instrument or payment instruction in our favour 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

21.13 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

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

21.15 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

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

Insolvent payments

21.17 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.

Currency restrictions

22.3 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

22.4 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
- 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 customer 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* incurred by you due to your failure to update us promptly and correctly of any change in your 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 *security* you provide 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 *security*;
- 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 the information was given to us by you or a *security provider*, there has been no change in your or a *security provider's* financial circumstances which may have a material adverse effect on your or the *security provider's* ability to meet any of your or their obligations to us;
- neither you nor any *security provider* has withheld any information that might have caused us not to enter into any of our banking agreements or provide any *product* to you (including information about the assets you or they own);
- 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;
- neither you nor any *security provider* is in *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.

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

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; and
- for surveillance of premises and ATMs.

To whom we may disclose your information

25.3 You consent to each member of the *Standard Chartered Group*, including its officers, employees, agents and advisers disclosing your information to any of the following parties for any of the purposes specified in clause 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 (including in the form of bank references);

- 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);
- the Employees Provident Fund;
- a *merchant* or a member of a *card association* where the disclosure is in connection with use of a *card*;
- any *authorised person* or any *security provider*;
- anyone we consider necessary in order to provide you with services in connection with an *account*,

whether they are located in or outside of Malaysia.

25.4 We may disclose your information to parties specified in clause 25.30 for the purposes of:

- understanding your needs;
- risk management;
- outsourcing or consolidating our operations;
- any sale of assets or corporate exercise;
- procuring credit protection;
- undertaking any note issue; or
- complying with any of our or any other member of the *Standard Chartered Group's* obligations.

25.5 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 an *account*;
- monitor our compliance with law, agreements with any regulator or authority and our and *Standard Chartered Group's* policies; or
- support our and the *Standard Chartered Group's* business, financial and risk monitoring, planning and decision making.

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

26 Statements and records

26.1 We issue statements for *accounts* periodically as set out in the *product terms*. 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 will not also issue separate statements for individual *accounts*.

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 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 21 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 (including any interest paid) and make any corresponding adjustments to an *account*.

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

Our records 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 or as otherwise permitted, in accordance with our banking agreement.

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*, by notice to you in accordance with our usual practice and in accordance with any applicable law, if:

- you or any *security provider* have given us incorrect, incomplete or misleading information or made 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 you have entered into with a member of the *Standard Chartered Group*. (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 you have entered into with a member of the *Standard Chartered Group*; 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
- a *security provider* has breached any term of any *security* or any agreement entered into in connection with the assets the subject of the *security*, any other *security interest* they have provided to us or any other arrangement they have entered into with a member of the *Standard Chartered Group*; 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 is 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 is subject to enforcement of a judgment by any party 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
- anything 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 *security*; 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 card/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 *security* 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:

- 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 clawbacks, indemnities, limitation of liability, disclosure of information, set off, currency conversion, *tax*, and the provisions in Part I (Security) and 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 *account* 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 notify you as soon as practicable. We agree to suspend provision of a *product* if you ask us to do so in writing or in any other manner permitted by us.

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 proceed to 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 any amount you owe us at any time, 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 by notice to you in accordance with our usual practice and in accordance with any applicable law.

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 *accounts* 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 you are in *default*, we may sell or deal with your assets to satisfy your obligations to us. We may do so by notice to you in accordance with our usual practice and in accordance with any applicable law.

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 *accounts* 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 or deal with any asset that is the subject of *security* without our consent.

Ensure compliance by security provider

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

Security continues until release

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

Appointment as attorney

33.7 You irrevocably appoint us and any other person we nominate as your attorney to execute documents and take other action that we consider necessary to perfect and enforce any

security (including dealing with any of the assets which are the subject of the *security*).

34 Valuations

- 34.1 If we ask, you must arrange, pay for and provide us with a valuation report in connection with any asset that is 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. We debit the *cost* of the valuation report from your *account*.
- 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 that we approve and for the risks that 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, 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 you are in *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 from your *account*. The insurance cover will only take effect from the date confirmed by the insurance company. 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 that we require 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 which 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* 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, your *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*. 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).
- 36.4 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

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

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

We are not liable for any *loss* if they act without authority. However, if you consider that any representation has been made to you that are 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

- 36.6 We own all contents of our services. You may not copy, distribute or publish such content without our permission.
- 36.7 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.
- 36.8 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.
- 36.9 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

- 36.10 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

- 36.11 We are not liable for any *loss* you incur in connection with our inability or delay in receiving or executing instructions due to any *circumstances beyond our control*.
- 36.12 If any circumstances *beyond our control* occur, we may take any action we consider appropriate in connection with your *account*.

Further steps

- 36.13 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

36.14 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

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

We may act if you fail to do so

36.16 We may do anything which you should have done under our banking agreement but which you have either not done or in our opinion have not done properly. If we do so, you must pay our costs when we ask.

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 from time to time, including fees (such as foreign currency conversion fees, late payment fees), interest rates, the basis for calculating interest rates and the margin by notice to you in accordance with our usual practice and in accordance with any applicable law. 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. If we vary the fees or costs for a *product*, we notify you of the change at least 21 days before it takes effect.

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 the programmes or services.

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 or anything which might otherwise affect them at law including:
 - us varying our banking agreement such as by providing you with additional *products* or replacing existing *products* or withdrawing, suspending, terminating your existing electronic access to our *products* or granting you electronic access to additional *products*;
 - you opening an *account*;
 - an *account* not being active;
 - us releasing you or a *security provider* or giving them a concession, such as more time to pay;
 - the fact that we release or lose the benefit of any *security*;
 - the death, mental or physical disability or *insolvency* of any person (including you or a *security provider*).

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 We may pay or receive a fee or commission to or from a third party if you are introduced to us or by us (if required by law, after you have consented to the introduction).

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 execute 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*. This may include opening a new *account* for an existing *product* and allocating a new account number.

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 anyone 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 anyone or part of them proves to be not legally valid because it is unreasonable or for any other reason, we are entitled to treat that term as changed in a way that makes it reasonable and valid.

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

Third party rights

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

Anti-money laundering and counter terrorism financing

36.43 In order 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.

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 performing any of its duties or other 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.

Bank Negara Malaysia

36.49 Our banking agreement is subject to the rules, regulations and directives of Bank Negara Malaysia and any other authority that has jurisdiction over us from time to time.

Governing law

36.50 Our banking agreement is governed by the laws of Malaysia.

36.51 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

36.52 The parties submit to the non-exclusive jurisdiction of the courts of Malaysia. 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 Malaysia.

Serving documents

36.53 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 customer service. If you think we have failed, you should let us know so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you with a better service in the future. You can get more details on how and where to make a complaint at any of our branches and at our website www.sc.com/my

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 an 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 a particular *account*, 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.

bonus points means cashback or reward in any other form awarded to you on the terms and conditions of any *bonus point scheme*.

bonus points account means the account we maintain which records the *bonus points* awarded to you.

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 from time to 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 we specify.

The scheme may not necessarily be called a bonus points scheme.

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 *credit 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*) of all *accounts*.

contactless means a particular method of payment which allows you to perform cashless transaction at merchant's terminal using your *card*.

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

credit card means a credit card with the branding of a *card association* issued by us on an *account* in accordance with credit card *product terms*.

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

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

default rate means, for a *product*, the rate of interest we charge from time to time on overdue amounts for the *product* (which is higher than the usual interest rate).

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

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*.

existing product or service means a product or service of a type the subject matter of which is covered by the terms of our banking agreement to the extent they are subject to separate terms and conditions.

fund transfer services means the services provided by us which enable 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;
- expropriation, compulsory acquisition or resumption of 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
- anything has a substantially similar effect to any of these things happening in any jurisdiction.

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

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

loss includes any loss, damage, demand, claims, liabilities and costs of any kind.

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

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

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

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

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

MyDebit contactless means a *card payment scheme* that allows *MyDebit Cardholders* to purchase goods or services at participating merchant's outlet by debiting directly from the *Cardholders' savings or current account*.

nominated account means an *account* opened and maintained by us 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.

product means each facility, product or other service we may from time to time make available to you under the respective banking agreements that you have with us.

product brochure means, for a *product*, a brochure in physical or digital form, 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 or a physical device (for example, an *ATM card*, a *debit card*, *credit card*, *security token* or electronic key) that you or an *authorised person* must use to confirm your or their identity when you or they access an *account* using our services including our *electronic banking services*.

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

security provider means each person who provides *security*.

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

SMS means a Short Message Service using a mobile telephone.

SMS banking means the *electronic banking services* provided to you by *SMS*, by which you have access to *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 sheet means, for a *product*, a document (which may not necessarily be called a 'tariff sheet') 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 or interest 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 2 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 these Client Terms 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 Kuala Lumpur;
- "person" 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) 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, interest rates or repayment arrangements) is a reference to those details as varied in accordance with our banking agreement or as otherwise agreed; and
- anything includes any part of it.



Mortgage Facility Terms

www.sc.com/my

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Important notice

You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *mortgage facilities*. **You must read it in conjunction with our *letter of offer*, our Client Terms and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our Client Terms, these terms prevail and if there is any inconsistency between the *letter of offer* and any other part of our banking agreement, then the terms in the *letter of offer* prevail.

Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Client Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

Part A - Getting started

1 Our mortgage facilities

The *mortgage facilities* we offer are:

- Standard Housing Loan;
- MortgageOne Account;
- MortgageKLIBOR;
- MortgageOne Low Start.

You should contact us to discuss which *mortgage facility* suits your personal banking needs. We can also explain the features and terms of our *mortgage facilities*.

For *linking facility*, the *linked deposit account* is eligible for protection by PIDM and the *nominated mortgage facility* is not insured by PIDM.

2 Application

When you decide on the *mortgage facility* that suits you, you need to fill in an *application* and give us any other documents or information we require to assess the *application*.

3 Letter of offer

If we approve your *application*, we issue a *letter of offer*. If you want to accept our *letter of offer* you need to do so in accordance with the procedures set out in the *letter of offer*.

4 Pre-conditions to use

- 4.1 Before you can use a *mortgage facility* you must:
- comply with the requirements we specify from time to time and any other pre-conditions we specify in our banking agreement;
 - unless otherwise stated in our *letter of offer*, have paid all our *costs* in connection with the *mortgage facility*. (We may deduct any fees payable from funds drawn down);
 - have opened or maintain a *nominated account* or any other *account* we specify with us. These *accounts* must be maintained at all times for the purposes of the *mortgage facility*. For example, if you have a *MortgageOne facility*, we require you to open and maintain a *MortgageOne account*;
 - have satisfied our insurance requirements, the requirements of the insurer and, unless we agree to finance them, paid the premiums due including, if we require you to have *mortgage insurance*, the *premium amount*;
 - provide us with all *securities* in the form and substance we require including all documents we consider necessary to ensure the *security* is effective; and
 - provide us with all other documents or information we reasonably require.

Each item must be in form and substance satisfactory to us, our lawyers and our consultants (including evidence of stamping (if applicable) and if a document is not an original document it must be certified in the

manner we require as being a true and up to date copy of the original).

- 4.2 We need not provide any funds to you or otherwise allow you to use the *mortgage facility* if:
- any of the circumstances in clause 2 (Pre-conditions to use of any product) of the Client Terms exists; or
 - the results of any searches, requisitions or other enquiries in connection with you, any *security provider* or the *property* are not in form and substance satisfactory to us, our lawyers or consultants.

5 Your limit

You may only draw on a *mortgage facility* up to the *limit*. We may cancel or vary the *limit* at any time with notice to you.

6 Conversion

If you want to convert a *mortgage facility* to another type of *mortgage facility* we offer, please contact us to discuss the available options. If we agree to a conversion it must be on terms satisfactory to us (including payment of fees and costs).

Part B - Mortgage Loans

This Part B sets out terms which apply to each *mortgage facility* which must be repaid in full at the end of its term as stated in the *letter of offer*. It does not apply, for example, to a *mortgage overdraft*.

Part C includes additional terms which apply if your *mortgage facility* is a *linking facility*.

Part D sets out terms which apply if you have a *mortgage overdraft*.

Part E sets out additional general terms which apply if, for example, you are required to have *mortgage insurance*.

7 Funding

Purpose

- 7.1 You must use the *mortgage facility* only for the purpose set out in the *letter of offer* or as otherwise approved by us.

Requesting funds

- 7.2 If you want us to provide you with funds, you may do so by a written request in the form we require. If the *mortgage facility* is provided to finance construction or renovation each request made during the construction period may need to certify matters relating to the building and attach documents or other information we specify, including invoices from the builder and evidence that you have paid any shortfall between the funds to be advanced and the invoice amount.

Your request must be made within a reasonable time (for example, at least 7 banking days) before you require the funds.

How we provide the funds

- 7.3 We pay the funds to you as directed by you or your agent, except to the extent that we require otherwise. For example, if the *mortgage facility* is provided to:
- purchase the *property* from a third party, we may provide the funds by paying them direct to the seller or their agent;
 - refinance an existing loan facility you have with another financier, we may provide the funds by paying them direct to the other financier;
 - finance construction or renovation, we provide the *loan* in a series of advances as the work progresses against the architect's confirmation. We may provide the funds by paying them to you or directly to the builder.

Availability period

- 7.4 If the *letter of offer* states an availability period, each request for funds must be made during the availability period. Any unused portion of the *limit* at the end of the availability period is automatically cancelled.
- 7.5 If the *mortgage facility* is provided to finance construction or renovation, you must ensure that the work is completed within the construction period agreed with us.

8 Interest, fees and charges

Interest - general

- 8.1 You must pay interest on the *loan* monthly in arrears (or as otherwise set out in our *letter of offer*) at the rate set out in the *letter of offer* or at any other rate we determine. Despite the terms of our *letter of offer*, the interest rate we charge cannot be less than 0.0% per annum at any time.
- 8.2 If we grant you a *mortgage facility* under a *government housing scheme*, you must pay interest on the *mortgage facility* at the rate determined in accordance with the terms of the *government housing scheme*.
- 8.3 Unless otherwise stated in our *letter of offer*, interest accrues on a daily basis and is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year) (as determined by reference to usual market practice for the relevant currency).
- 8.4 Interest is payable on the dates set out in the *letter of offer* or otherwise in our banking agreement.
- 8.5 Unless we otherwise notify you, interest is charged to your *account* on the last banking day of each month and on the day when all amounts owing in connection with the *mortgage facility* are finally paid.
- 8.6 Any overdue payment incurs interest at the *default rate* set out in the *letter of offer* or otherwise in our banking agreement (see "Interest, fees and costs" in the Client Terms).
- 8.7 We may vary the interest rate, the basis for calculating the interest rate (including any reference rate) and the margin by notice to you in accordance with our usual practice and in accordance with any applicable law. However, if we vary the interest rate, we notify you of the effective date of the revised interest rate.

Interest - MortgageOne

- 8.8 If you have a *MortgageOne facility*, we calculate the *MortgageOne net balance* each day. The monthly interest you must pay on the *loan* provided under the *MortgageOne facility* is the interest which accrues for the month on the *MortgageOne net balance*. If, on a particular day, the credit balance in your *MortgageOne account* is more than the *balance owing* for the *account* for the *MortgageOne facility*, no interest is payable on the *loan* for that day.
- No interest is payable on the amount by which any credit balance in your *MortgageOne account* exceeds the *balance owing*.

Fees and charges - general

- 8.9 The fees and *costs* for each *mortgage facility* are set out in the *letter of offer* or the *tariff sheet*. They are also available by contacting us at any of our branches, by phone banking or by visiting our website. They may be varied by us at any time. If we do so, we notify you of the change at least 21 days before it takes effect.

Fees and charges - MortgageOne

- 8.10 If you have a *MortgageOne facility*, in addition to any other fees stated in our banking agreement, we charge you a utilisation fee if, over a month, the average *MortgageOne net balance* as a percentage of the *loan* is more than the trigger level percentage set out in the *letter of offer*. This is debited against your *MortgageOne account*.

9 Facility term

- 9.1 The term of a *mortgage facility* commences on the date of first drawdown and continues for the period stated in the *letter of offer*.
- 9.2 The *letter of offer* may allow the original term of the *mortgage facility* to be extended up to a maximum period. This is to allow the instalment amount to be maintained despite any change in the interest rate (see clause 10.5 below).

10 Repayment

Repayment by instalments

- 10.1 If the *letter of offer* states that you must repay the *mortgage facility* in instalments, we notify you the amount of the instalment and each instalment payment date. Any *balance owing* for the *mortgage facility* (after payment of all instalments) must be repaid on the payment date we notify you.
- 10.2 If you have not fully drawn down the *mortgage facility* (that is, you have not used up all of your *limit*) by the end of any availability period stated in the *letter of offer*, we may vary the instalment amount, the number of the instalments and the term of the *mortgage facility*.
- 10.3 If the *mortgage facility* is provided to finance construction or renovation, you may not be required to pay instalments until a date stated in the *letter of offer* or another date we notify you.
- 10.4 You must pay the instalments even if you do not withdraw all or any of the *loan* we deposit in the *nominated account*.
- 10.5 If we vary the interest rate on the *mortgage facility*, we may vary the instalment amount and the number of instalments. However, if the *letter of offer* states that the *mortgage facility* has a term that may be extended if an interest rate increases, we extend the term of the *mortgage facility* (until it reaches the maximum term stated) rather than varying the instalment amount. If the maximum term is reached, we may vary the instalment amount.

The right to vary instalments is in addition to our other rights to vary as set out in our banking agreement. See, for example, clause 36.11 (Variation of our banking agreement) in the Client Terms.

Methods of instalment repayment

- 10.6 The instalment repayment structure for the *mortgage facility* is stated in the *letter of offer*.
- 10.7 If the *letter of offer* states that the graduated repayment method applies, each year the instalment amount increases by the percentage you and we agree. This increase is applied in addition to any variation in the instalment amount as a result of a change in the interest rate. However, we may at any

time determine that it is inappropriate to increase the instalment amount.

- 10.8 If the reducing balance repayment method applies, each year the instalment amount decreases by the percentage you and we agree. This decrease is applied in addition to any variation in the instalment amount as a result of a change in the interest rate.
- 10.9 If the *letter of offer* states that the interest only repayment method applies, during the interest only period the amount of each monthly instalment is the sum of any unpaid interest charges which have accrued on the *account* for the *mortgage facility* for the month.
- At the end of the interest only period instalments, the *mortgage facility* converts to principal and interest instalments. We notify you the new instalment amount at the end of the interest only period.
- 10.10 If you ask, we may agree to defer a particular monthly instalment. If this happens, you must pay the additional interest which accrues on the deferred instalment amount on the final payment date we notify you.

Payment holiday

- 10.11 If you ask, we may agree to a *payment holiday* on terms (including fees and costs) we notify.
- 10.12 During the *payment holiday*, the principal and interest which would otherwise be payable by you will be carried forward or instalments recalculated over the remaining period of the *mortgage facility* and payable by you after the *payment holiday*.
- 10.13 Subject to the terms of your *payment holiday*, you may ask to us to end the *payment holiday* at any time.
- However, you may not request any changes to the terms of the *mortgage facility* during the *payment holiday*.

Bullet repayment

- 10.14 If the *letter of offer* states that the bullet repayment method applies, you must repay the *balance owing* for the *account* for the *mortgage facility* on the last day of the term of the *mortgage facility*.

Statements

- 10.15 We issue statements to you for the *mortgage facility* in accordance with the table below, unless we notify you otherwise.

Product	Statement Frequency
Standard Housing Loan	½ yearly
MortgageOne Low Start	Monthly
MortgageOne	Monthly
MortgageKLIBOR	½ yearly

When you must repay in full

- 10.16 On the last day of the *term*, to the extent there is any *balance owing* for the *account* for the *mortgage facility*, you must repay that *balance owing*.
- 10.17 Despite any other term of our banking agreement, we may ask you to repay all or part of the *balance owing* for the *account* for the *mortgage facility* and all other amounts owing to us in connection with the *mortgage*

facility at any time. If we do so, you must immediately pay the amount we demand.

- 10.18 Before we discharge any *security*, you must pay all fees and *costs* payable in connection with the final settlement of your *mortgage facility* (such as discharge fees and *costs*).

- 12.1 You may cancel a *mortgage facility* by giving us reasonable notice in writing. However, we may charge you a cancellation fee (see the *letter of offer* and the *tariff sheet*).

11 Prepayment

- 11.1 You may prepay all or part of the *mortgage facility* if:
- the *mortgage facility* has been fully drawn;
 - you give us notice in writing in accordance with the *letter of offer*. If we grant you a *mortgage facility* under a *government housing scheme*, you must give us notice in writing in accordance with the terms of the *government housing scheme*. Please contact us for further information;
 - the prepayment amount complies with any minimum or maximum amount we specify;
 - where you prepay only part of the *loan*, you maintain a minimum *loan* balance we specify;
 - when you prepay, you also pay all accrued but unpaid interest, fees and *costs* in connection with the *mortgage facility* (including any early redemption or repayment fees as set out in the *letter of offer* or *tariff sheet* and *costs* in connection with the prepayment);
 - where you have a *mortgage facility* under a *government housing scheme*, you comply with all the requirements of the government authority in connection with your prepayment of the *mortgage facility*; and
 - you comply with any other requirements stated in the *letter of offer*. In some cases this may require our consent before you make a prepayment.

If you are unable to give us reasonable notice of prepayment, we may also require you to pay us an amount equal to one month's interest on the *mortgage facility*.

- 11.2 If you prepay only part of the *loan*, no early redemption or repayment fee is payable. Despite any prepayment, the amount of each instalment does not change.

Right to reborrow

- 11.3 You may only reborrow an amount prepaid if our *letter of offer* states that the *mortgage facility* permits reborrowing (known as a revolving loan) and if you satisfy any conditions we require to permit reborrowing. Any amount you reborrow forms part of the *loan*.

12 Review, cancellation, termination, suspension

In addition to the terms below, our Client Terms and the *letter of offer* set out our right to review the terms of your *mortgage facility* and when you and we may end or suspend your use of any *product*. The Client Terms also set out what you need to do if that happens (including immediate payment of the *balance owing* for the *account* for the *mortgage facility*) and our enforcement rights. See, for example, Parts A and H of the Client Terms.

Part C - Linking facilities

This Part C applies to all *linking facilities*.

A *linking facility* has features which may apply to *linked deposit accounts* and/or *nominated mortgage facilities*. These features are intended to allow you to optimise benefits from your banking relationship with us.

You and each *participant* should monitor the balance of your *linked deposit accounts* and *nominated mortgage facilities* to ensure the best overall result.

13 Linking accounts

For *linking facility*, the *linked deposit account* is eligible for protection by *PIDM* and the *nominated mortgage facility* is not insured by *PIDM*.

- 13.1 By agreeing to linking arrangements, you and each *participant* authorise us to apply, transfer or release any funds in a *linked deposit account* or a *nominated mortgage facility* and, if applicable, pay *normal interest* on the terms set out in our banking agreement.

14 Closure, delinkage or cancellation

If you or a *participant* close, delink or cancel a *linked account*, no amount which has been applied to offset the *loan* or interest payable under a *nominated mortgage facility* is returned or refunded to the *linked deposit account* that has been delinked, cancelled or closed.

- 14.1 Each *participant* may, without your consent or the consent of the other *participants*:
- close their own *linked deposit account*;
 - delink their own *linked deposit account* from the other *linked deposit accounts* or from the *nominated mortgage facility*;
 - cancel the interest offset or sweeping function for their own *linked deposit account*.

You may do any of these things in respect of any *linked deposit account* (whether in your name or another person's name). Each *participant* authorises you to do so.

We may continue to process any transactions relating to the *linked deposit accounts* until the relevant *accounts* have been effectively closed or delinked. We will notify you when they have been closed or delinked.

- 14.2 We may at any time:
- terminate or suspend the *linking facility*;
 - delink any of the *linked deposit accounts* or any *nominated mortgage facility*.

We credit to an *account* nominated by you or the relevant *participant* any accrued interest at the time of closure, delinkage or termination.

15 Fees and charges

- 15.1 You and each *participant* (in the case of a *linking facility*) authorise us to deduct all fees and costs from the *nominated account*.

Part D - Mortgage overdrafts

This Part D applies to all *mortgage facilities* that we may offer which are provided by way of overdraft.

16 Using your mortgage overdraft

Purpose

- 16.1 You must use the *mortgage overdraft* only for the purpose set out in the *letter of offer* or as otherwise approved by us.

How we provide funds

- 16.2 We make funds available to you through the *account* for the *mortgage overdraft* in accordance with our usual practice from time to time. This must be an *account* of a type we specify. We may change this *account* at any time for any reason.

17 Exceeding your mortgage overdraft limit

Sometimes we may allow you to draw in excess of the *limit*. If we allow you to do so:

- this is not a waiver of our right to require your *mortgage overdraft* to be maintained within the *limit*;
- you must repay the excess immediately; and
- a higher interest rate is payable on the excess until it is repaid (see clause 18.5).

18 Interest, fees and charges

Interest

- 18.1 We charge interest on that part of the *balance owing* for the *account* for the *mortgage overdraft* which is within the *limit* at the rate set out in the *letter of offer* or any other rate we determine.
- 18.2 Interest may be charged at different rates for different parts of the *balance owing* for the *account* for a *mortgage overdraft*.
- 18.3 Unless otherwise stated in our banking agreement, interest accrues on a daily basis and is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year) (as determined by reference to usual market practice for the relevant currency).

Minimum interest amount

- 18.4 If the interest payable is less than any minimum interest amount we specify, you must pay the minimum interest amount instead.

Default interest

- 18.5 If the *balance owing* exceeds the *limit* (with or without our approval), we charge interest on that excess at the *default rate* (which is higher than the usual interest rate).
- 18.6 We also charge interest at the *default rate* on any overdue amount (including if you do not pay the minimum monthly repayment when due).

When interest is payable

- 18.7 Interest is debited from the *account* for the *mortgage overdraft* in arrears on the last banking day of each month and on the day when all amounts owing in connection with the *mortgage overdraft* are fully paid, or at any other times we determine.

Fees

- 18.8 The fees and costs for your *mortgage overdraft* (such as processing fees, commitment fees and renewal fees) are set out in the *letter of offer* or the *tariff sheet*.

No credit interest

- 18.9 No interest is payable on any credit balance in an *account* for a *mortgage overdraft*.

19 When you must repay in full

Despite any other term of our banking agreement, we may ask you to repay all or part of the *balance owing* for the *account* for the *mortgage overdraft* at any time. If we do so, you must immediately pay the amount we demand.

20 Repayment

Interest debit

- 20.1 On or before the due date set out in the statement we issue for a *mortgage overdraft*, you must pay at least the interest debit as set out in the statement. Alternatively, you may pay the *balance owing* for the *account* for the *mortgage overdraft* as set out in the statement.
- 20.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.

Calculation of interest debit

- 20.3 We calculate the interest debit in accordance with our usual practice. Please refer to our *letter of offer* or contact us for further information.

Methods of repayment

- 20.4 We advise you of the manner in which you must make any repayment on the *mortgage overdraft*.
- 20.5 You must comply with our usual requirements for the applicable payment method, including any set out in this clause.
- 20.6 The proceeds of any payment instruction are taken into account in determining the funds available for drawdown on your *mortgage overdraft* only after the payment instrument is cleared.

What happens if you do not pay

- 20.7 If we do not receive the minimum monthly repayment on or before the due date:
- you may not use the *mortgage overdraft* until the minimum monthly repayment has been paid; and

- we may suspend your use of the *mortgage overdraft*.

How we apply payments

- 20.8 We may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

21 Conversion into a mortgage loan

We may, at any time, convert the *balance owing* for the *account* for the *mortgage overdraft* into another type of *mortgage facility*. This may include combining it with an existing *mortgage facility* we provide to you. If we do this, we will advise you of the details (for example the interest rate and repayment arrangements).

22 Review, cancellation, termination, suspension

In addition to the terms below, our Client Terms and the *letter of offer* set out our right to review the terms of your *mortgage facility* and when you and we may end or suspend your use of any *product*. The Client Terms also set out what you need to do if that happens (including immediate payment of the *balance owing* for the *account* for the *mortgage facility*) and our enforcement rights. See, for example, Parts A and H of the Client Terms.

- 22.1 If your *mortgage overdraft* is provided in conjunction with a mortgage loan covered by Part B of these terms and you repay all the *balance owing* for the *account* for the mortgage loan or the term of the mortgage loan has expired, we cancel the *mortgage overdraft*.
- 22.2 We may charge you a cancellation fee if the *mortgage overdraft* is cancelled within two years from when you open the *account* for the *mortgage overdraft* (see the *letter of offer* and the *tariff sheet*).

Part E - General

23 Mortgage insurance

This clause applies if you wish to take up *mortgage insurance* such as Mortgage Reducing Term Assurance or MRTA for the *mortgage facility*. In certain circumstances it provides protection for *loss* we may suffer in connection with your *mortgage facility*.

This clause is in addition to the "Insurance" clause in the Client Terms.

Insurance application

- 23.1 You may apply to an insurer appointed by us to obtain *mortgage insurance* in connection with your *mortgage facility*.
- 23.2 You and the *security provider* acknowledge that the insurer decides whether or not to issue the *mortgage insurance*. We need not do anything to ensure that the insurer issues the requested *mortgage insurance*.
- 23.3 The terms of the *mortgage insurance* will be set out in the certificate of insurance issued to you by the insurer. You should read the *mortgage insurance* terms carefully to ensure that it provides you with the necessary cover. Please note that your insurance does not take effect until the insurer issues you the certificate of insurance.

Amount you must pay

- 23.4 If we ask, you must pay to us any amounts which we are required to pay to the insurer in connection with the *mortgage insurance*, when we ask you to do so and within the time we specify. This may be before the amount is due to the insurer.
- 23.5 If we are not financing the *premium amount*, you must pay the *premium amount* as a lump sum before you can use your *mortgage facility* unless we agree otherwise. If we allow you to use the *mortgage facility* before the *mortgage insurance* is issued you must pay the *premium amount* and arrange for issue of the *mortgage insurance*.
- 23.6 If we allow you to finance the *premium amount* out of drawdown proceeds, we apply part of the *loan* towards payment of the *premium amount* instead of collecting the *premium amount* from you as a lump sum. You must repay this amount to us in the same manner as the rest of *loan* under the *mortgage facility* or in any other manner we determine.
- 23.7 You must reimburse us for all *costs* which we incur in connection with the *mortgage insurance* (including making claims against it).

Acknowledgements

- 23.8 You and the *security provider* acknowledge and agree that in connection with any *mortgage insurance*:
- the insurer decides whether or not to provide the *mortgage insurance*;

- we are not responsible for ensuring that your application for the *mortgage insurance* is accepted by the insurer; and
- we are the beneficiary under the *mortgage insurance*.

Surrender of policy

- 23.9 If the *mortgage insurance* is surrendered because all amounts owing under the *mortgage facility* have been paid in full by either you or a *security provider*, the insurer may pay us a portion of the *premium amount* as the surrender value. If we receive any surrender value we pay it to you. However, we do so only if the *premium amount* has not been financed out of drawdown proceeds.
- 23.10 If the *mortgage insurance* is terminated for any other reason, we may require that the surrender value is applied to reduce the *balance owing* for the *account* of the *mortgage facility*.
- 23.11 You acknowledge that:
- the right to, and calculation of, any potential surrender value from the insurer is governed by the terms of the *mortgage insurance*; and
 - we need not do anything to recover any amounts from the insurer (even if you or a *security provider* dispute any matter relating to the *mortgage insurance* or any refund).

Part F - Meaning of words

24 Meaning of words

You also need to refer to our Client Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms, the definition in these terms applies for the purposes of a *mortgage facility*.

default rate means, for a *mortgage facility* and at a particular time, the rate of interest per annum which applies to amounts owing under the *mortgage facility* as stated in the *letter of offer*, or as otherwise notified by us to you.

government housing scheme means any scheme implemented by a government authority or agency to provide assistance in connection with the purchase of a *property*.

limit means, for a *mortgage facility*, the limit set out in the *letter of offer* for the *mortgage facility*.

linked deposit account means, for a *linking facility*, each savings account, current account or any other deposit account you and we agree is a linked account for the purposes of the *linking facility*.

linking facility means a LinkOne facility we agree to enter into with you and each *participant*.

loan means the outstanding principal amount of all drawdowns under a *mortgage facility*.

mortgage facility means each mortgage loan or *mortgage overdraft* we make available to you under these terms as stated in our *letter of offer*.

mortgage insurance means insurance we require to protect us against *loss* in connection with your *mortgage facility*.

MortgageOne account means, for a *MortgageOne facility*, the current account you open and maintain with us which is linked to your *MortgageOne facility*.

MortgageOne facility means a loan facility with the name MortgageOne Account or MortgageOne Low Start which we offer to you as stated in our *letter of offer*.

MortgageOne net balance means, for a particular day and a *MortgageOne facility*, the *balance owing* for the *MortgageOne facility* minus the credit balance (if any) in the *MortgageOne account*.

mortgage overdraft means each facility we make available to you by way of overdraft as described in Part D.

nominated mortgage facility means for a *linking facility*, each *mortgage facility* which you nominate in the *application* to be part of the *linking facility*.

normal interest means, for an account, interest that would (but for any *MortgageOne facility* or *linking facility*) normally accrue on the account.

participant means each person, in addition to you, specified in your *application* to be a *participant* under a *linking facility*.

payment holiday means the period (if any) during which we agree to suspend your minimum monthly repayments.

PIDM means the Perbadanan Insurans Deposit Malaysia (Malaysia Deposit Insurance Corporation).

premium amount means, for a *mortgage facility* with *mortgage insurance*, the amount of the premium payable by you before you can use the *mortgage facility*, as set out in the *letter of offer*.

property means the property the subject of the *security* for your *mortgage facility*.