

Standard Chartered Bank (Pakistan) Limited - Electronic Banking Terms and Conditions

Please read these terms and conditions carefully.

These terms and conditions set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Service. All the terms and conditions of this agreement are legally binding, so please read them through

This agreement:

- replaces all earlier terms and conditions relating to the Service (if any) except where we advise you otherwise;
- is in addition to the terms and conditions that apply to the individual Eligible Accounts you may be accessing through the Service. If there is a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail as far as the issue relates to the Electronic Banking Service provided through the Bank; and
- relates only to individual accounts in your sole name (Eligible Accounts).

In the last section of this agreement, you will find definitions of some of the words and phrases used in these terms and conditions.

By accessing this Site or any pages thereof, you unconditionally and irrevocably agree to be bound by the Terms and Conditions. If you do not agree with these Terms and Conditions, please do not access this Site or any pages thereof.

In consideration of the Bank providing the Service through electronic banking. I fully acknowledge, understand and accept the following:

1 . THE ACCOUNTS ON WHICH YOU MAY USE THE SERVICES

1.1 By agreeing to be bound by the terms of this agreement, you agree that the Service will be available on all Eligible Accounts with us, whether open now or opened in the future. The Service cannot be used on some types of accounts and we will advise you from time to time as to which accounts are eligible.

1.2 In order to use the Service, you must be registered by us to use the Service.

1.3 You may register your mailing address through our phone banking services, physical application form, online application form, credit card account opening form and branch account opening form. Mailing address provided by you through any of the above mentioned mediums will be updated in Cards and Ebbs system of the Bank and in future will be used for any customer communication.

1.4 You also agree that your entire telephone conversation with the authorised representative may be recorded at the discretion of the Bank for any particular purpose including use in the court of law for evidence purposes. There will be a process of call back confirmation incase the mailing address provided by you does not match the mailing address in our systems.

1.5 To irrevocably and unconditionally accept as binding any Service availed and/or transaction and/or instruction made or given through the Service by you at your own risk and responsibility.

1.6 The Bank's records of any transaction/service processed/availed through the Service shall constitute binding and conclusive evidence of such transaction/services.

2. YOUR RESPONSIBILITIES FOR SECURITY

2.1 To ensure that you alone are able to access and give instructions on your Eligible Accounts using the Service, you must adopt and at all times maintain the following security procedures.

2.2 To enable you to use the Service, we will give you a user identification code and an initial password and you may then choose your own Password for the Service. These are your Security Codes and both will be used to identify you whenever you access the Service.

Safeguarding your Password and Security Codes

2.3 In connection with your Security Codes:

2.3.1 you should change your Password regularly and shall do so whenever the Service requires you to do so. You should not choose a Password you have used before;

2.3.2 whenever you choose a Password, you must take care not to choose a number that is likely to be guessed by anyone trying to access the Service pretending to be you. For example, you should avoid your own or a relative's birthday, or any part of your telephone number;

2.3.3 you must take all reasonable steps to ensure that you safeguard your Security Codes at all times, whenever possible. You must not disclose any details of your Password or Security Codes to anyone else, to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the Service;

2.3.4 you must not record your Security Codes in a way that could make them recognisable by someone else as Security Codes;

2.3.5 if you discover or suspect that your Password or any part of them are known to someone else, you must immediately change the Password yourself through the Service. If this is not possible, you must notify us immediately by telephoning us on 111-002-002 (or any other number we may advise you of from time to time for this purpose). We will suspend use of the Service until new Security Codes have been set up. Please note that the Bank will not under any circumstances be held responsible for any unauthorized use of the Services prior to notification made as provided above.

Checking your statements

2.4 If you become aware of any transaction on any of your Eligible Accounts that has not been validly authorised by you, you must notify us immediately by telephoning us on 111-002-002 (or any other number we may advise you of from time to time for this purpose). For this purpose, you are reminded that you must, as is required of you for all your Eligible Accounts, check all bank Statements for any unauthorized transactions.

Other security safeguards

2.5 You must not allow anyone else to operate the Service on your behalf.

2.6 You must not leave Your System unattended while you are on-line to the Service. This applies whether Your System is a device you have sourced independently of us or a device provided by us to access the Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a device in one of our branches you do not leave that device unattended while on-line and you ensure that you have gone off-line before leaving the branch.

2.7 You must not access the Service from any device 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 access or obtain access to the Service pretending to be you.

2.8 You must comply with any other requirements designed to protect the security of your use of the Service which are notified by us to you in any other way.

3. YOUR AUTHORITY TO US TO CARRY OUT INSTRUCTIONS

3.1 You agree that the use of the Security Codes agreed between us for the Service is adequate identification of you. We are entitled to act on instructions (using the Security Codes via the Service) without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorised by you .

Your liability for unauthorized instructions

3.2 We will not be liable for misuse of your Password by someone to give unauthorized instructions purporting to come from you provided that you prove to our satisfaction that you have:

3.2.1 ensured to our complete satisfaction that all the security procedures described in sections 2.1 to 2.3.4, inclusive and 2.5 to 2.8 inclusive have been faithfully observed; and

3.2.2 notified us that your Password is or might be known to someone else in accordance with section 2.3.5. prior to the unauthorized transactions.

3.2.3 you will be held liable for all losses and expenses due to unauthorized use if you have acted fraudulently or, with gross negligence, with intentional misconduct or if you are in default of any of the security obligations described in sections 2.1 to 2.3.4 inclusive and 2.5 to 2.8 inclusive or the notification requirements of section 2.3.5.

3.3 You will not be responsible nor have any liability for any instruction that is not authorised by you but is given using your Security Codes if:

3.3.1 such instruction is given after you have notified us that you have discovered or suspect that your Password is known to someone else in accordance with section 2.3.5; or

3.3.2 your Password has become known to the person giving the unauthorized instruction as a result of our failure to comply with clause 7.1 or any gross negligence or willful default on our part.

Acting on your instructions

3.4 You must not use the Service to create an unauthorized overdraft on any of your accounts maintained with the Bank and we are entitled to refuse to accept any instruction that would do so. If an unauthorized overdraft is created, we may take any action we think fit and charge any mark- up, damages and charges to the account in question (in accordance with the terms and conditions of that account). You agree that:

3.4.1 it is your responsibility to make sure that no unauthorized overdrafts are created; and

3.4.2 you will not rely on the operation of the Service to prevent an unauthorized overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Service might take time to clear and might not always be immediately reflected in the balance on your account.

3.5 When we receive a transaction instruction from you through the Service, we will be entitled to debit any payment plus any charges payable for the transaction from the account you have specified. Once you have given an instruction through the Service, you will not be able to reverse it. We will be under no obligation:

3.5.1 to reverse an instruction you have given; or

3.5.2 to accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices.

However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking system / applicable laws. You agree that you will be responsible for any costs we incur as a result.

3.6 We may, when we believe we are justified in doing so:

3.6.1 refuse to carry out an instruction given via the Service; or

3.6.2 require written confirmation from you of a particular instruction.

If we come to believe that an instruction may not have been properly authorized by you, we will be entitled, after making reasonable efforts to check whether it was properly authorized, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any loss direct/indirect to you that result s from such a reversal.

3.7 When you give an instruction via the Service, we will act on that instruction in accordance with the cut -off times notified to you through the Service. From time to time we may notify you of changes to these cut -off times. Instructions given at any other time may not be acted on until the next Business day.

4. IF YOU HOLD ANY JOINT ACCOUNTS

The Service may not presently be used by you with joint accounts. If the Bank makes the Service so available it shall also make available the terms and conditions of use.

5. OPERATING TIMES, CHANGES AND DISRUPTIONS

5.1 We shall take reasonably practicable steps to have the Service be usually available for use. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.

5.2 In connection with the Service, we are entitled at any time to:

5.2.1 change the mode of operation; or

5.2.2 add to, remove or otherwise change, end or suspend any of the facilities available; or

5.2.3 end the Service.

If we decide to change or end the Service, we will try to give you 30 days notice or whatever shorter period of notice may be reasonable in the circumstances.

5.3 Bank will not be responsible if you are unable to gain access and/or use Services due to reasons beyond the Bank's control, including with limitation, any computer, telecommunication, electrical, technical or network failure or malfunction and routine maintenance/update requirements.

6. SERVICE SOFTWARE AND HARDWARE

Software compatibility

6.1 Each time you access the Service, it may automatically provide Your System with the Service Software necessary to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other way. It is your responsibility to ensure that the Service Software supplied to you is compatible with any computer or other device from which you access the Service and any software on that computer or other device. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any computer or other device from which you access the Service.

Protecting against Viruses

6.2 You must take all reasonably practicable measures to ensure that any computer or other device from which you access the Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Service can be accessed through the Internet or other communication channels as the case may be, public systems over which we have no control. You must therefore ensure that any computer or other device you use to access the Service is adequately protected against acquiring Viruses

Using other people's devices

6.3 You must not access the Service using any computer or other device which you do not own. You will not access and user Services on a computer or device which belongs to any other person or which is owned and provided to you by your employer unless you have first obtained the owner's permission to do so. If you break this rule, you must compensate us for any and all loss we suffer as a result.

Access through third party services

6.4 We cannot be responsible for any services through which you access the Service that are not controlled by us, or for any loss you or the service provider may suffer as a result of you using such a service. You must

comply with all the terms and conditions of such a service and service provider and pay all the charges, damages etc connected with it.

Ownership rights in connection with the Service Software and other information

6.5 By supplying you with the Service Software to access the Service, we are granting you a non-exclusive, non-transferable, temporary license to use the Service Software for the purpose of accessing the Service, and for no other purpose. The Service Software and all other material and information supplied to you contain valuable information that belongs to us or others. You must not:

6.5.1 use them except in connection with accessing the Service;

6.5.2 take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or

6.5.3 try to decompile, reverse engineer, input or compile any of the service Software.

6.6 If you access the Service from a country outside Pakistan you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any license needed for the import / export of the Service Software to that country.

7. TERMS AND CONDITIONS GOVERNING THE USE IBFT AND BILL PAYMENT SERVICES

7.1. The Customer will be able to access the IBFT and Bill Payment services through the Channel where IBFT services are made available in accordance with these Terms and Conditions and the prevailing terms and conditions for the Account(s) and Credit cards(s) and the relevant Channel as may be prescribed by SCBPL from time to time) and to the rules, regulations, manuals and/or guidelines of the Inter -bank IBFT System and any funds transfer system to which SCBPL belongs to. In the event of any conflict between these Terms and Conditions for IBFT and the other terms and conditions for the Account(s) and/or the relevant Channel, these Terms and Conditions shall prevail.

7.2. The Customer intending to use IBFT and Bill Payment service shall submit to SCBPL the Instructions in such form as may be prescribed by SCBPL from time to time and shall include all such information as required by SCBPL.

7.3. The Customer shall ensure that the particulars of the Instructions are complete and correct so as to enable a successful transfer of funds from the Account(s) into the beneficiary's account and that the beneficiary's account is capable of receiving payment and/or collection of funds via IBFT.

7.4. Any Instructions submitted shall be irrevocable and deemed correct and binding on the Customer and payments shall be made to the beneficiary's account with a Participating Bank based on the account number given by the Customer.

7.5. All Instructions submitted must be received by SCBPL on a Business Day before the designated times stipulated by SCBPL to be processed within the times stated by SCBPL. Where the Instructions are received after the designated times on a Business Day or received on a non-Business Day, they will be processed on the next Business Day or such other day as SCBPL may determine at its absolute discretion. The processing of the Instructions by SCBPL shall also be subject to the terms and conditions and/or approval of the Participating Bank with which the beneficiary's account is maintained with.

7.6. The minimum and maximum amount of funds for which transaction can be made for IBFT and Bill Payment service, shall be as prescribed by SCBPL from time to time and may vary from one Channel to another

7.7. The Customer shall pay for all service charges, transaction fees and/or any other charges imposed by SCBPL in respect of the IBFT and SCBPL shall be entitled to deduct such fees and charges from the Account(s)/Credit Card(s) or such other account/card as SCBPL shall deem fit. SCBPL reserves all rights to vary such service charges, transaction fees and/or impose additional fees or charges from 30 days prior notice to the Customer.

7.8. The Account(s)/Credit Card(s) must have the funds available for transfer/payment at the time of processing of the Instructions. SCBPL shall not be obliged to carry out any Instructions unless the Account(s)/Credit Card(s) have sufficient funds and is/are satisfactorily conducted or maintained.

7.9. SCBPL is not obliged to inform the Customer of :-

(a) the rejection (if any) of any Instructions or the results of remittance of funds or payments from the Account(s)/Credit Card(s) to a beneficiary's account/credit card; and

(b) the receipt of funds/balance through IBFT and Bill Payment service to the Account(s)/Credit Card(s) upon receipt of the same.

The Customer may obtain such information from the Statement of Account.

7.10. SCBPL shall not be responsible or liable for any loss, costs or damages incurred or suffered by the Customer and any third party as a consequence of the use of the IBFT and Bill Payment service. Without limiting the generality of this provision, SCBPL shall not be responsible for and shall be indemnified by the Customer against any loss or damage caused or sustained (including without limitation to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties) of whatever nature and howsoever arising, including but not limited to the following situations:

(a) where the transmission of the Instructions to SCBPL or to a beneficiary's account/credit card with a Participating Bank/Biller has been delayed, rejected, refused or the Participating Bank/Biller is otherwise unable to receive or accept such Instructions;

(b) where the Customer has failed or omitted to provide SCBPL with the timely, complete and correct information for the Instructions including but not limited to the particulars of the beneficiary's account/credit cards;

(c) where the Customer has failed to maintain sufficient funds in the Account(s)/Credit Cards(s) to give effect to the Instructions or is the Account(s)/Credit Cards(s) is not satisfactorily conducted or maintained;

(d) where an order of court, governmental directive or regulation or law directs or prohibits withdrawals, payments, transfers or any other dealings from the relevant Account(s)/Credit Cards(s);

(e) any other circumstances beyond the control of SCBPL, a Participating Bank/Biller or any other party preventing the processing or receipt of the Instructions;

(f) any delay, destruction or alteration of the Instructions during its transmission through no fault of SCBPL; and/or

(g) any delay or failure to credit the Account(s)/Credit Cards(s) with funds arising from instructions received from a Participating Bank/Biller through the Inter-bank IBFT System, or 1Link Bill Payment Service, for any reason whatsoever.

7.11. SCBPL reserves all rights to vary, alter these terms and conditions, and to cancel, terminate or suspend the IBFT and Bill Payment service from time to time without prior notice to the Customer. SCBPL's decision on all matters relating to the IBFT and Bill Payment, service will be final and binding on the Customer.

7.12. SCBPL reserves the right to amend the existing terms and conditions or include new terms and conditions at its sole discretion.

8. TERMS AND CONDITIONS GOVERNING THE ONLINE TERM DEPOSIT PLACEMENT SERVICE

Important Notes: By accessing this Site or any pages thereof, you unconditionally and irrevocably agree to be bound by the Terms and Conditions. If you do not agree with these Terms and Conditions, please do not proceed ahead.

8.1. The Online TD account request will be processed by SCBPL after all the relevant conditions / requirements as prescribed by the SCBPL from time to time are met by me/us to the SCBPL's satisfaction.

8.2. This deposit placement instruction is a memorandum of placement of deposit for the convenience of the customer. Deposit confirmation will only be given for TD upon actual placement of deposit, subject to availability of cleared funds in the account specified by the customer to be debited.

8.3. This is only an acknowledgement of customer having accepted the information given here without any liability on bank's part till the placement of funds and issuance of booking confirmation letter. A system generated confirmation will be sent into customer's online banking mailbox and a copy will be sent to customer's email address (as per bank's record).

8.4. The amount will be deposited from an existing, active, and individual current or savings account maintained at an SCBPL branch selected by customer at the time of online TD placement, and is repayable only at the SCBPL branch where the existing account as selected by the customer is maintained, or is realized upon maturity into the existing account selected by customer. All deposits whether Saving, Current, Time Deposits, PLS or Foreign currency are subject to and governed by all applicable laws of Pakistan including the rules, regulations and circulars issued by the State Bank of Pakistan from time to time. Any SCBPL branch, the Head office, subsidiary or affiliate of SCBPL shall not be liable for the non payment of funds to be deposited due to any restriction on convertibility or transferability or payment of funds imposed by the Government, the State Bank or any other authority or entity.

8.5. Principal and profit will be credited back upon maturity, or will be rolled over, as per customer instructions, to the account from which the deal was originally placed.

8.6. In case of premature encashment / termination of the term deposit, the principal amount will be subject to profit adjustment. The adjustment will be 2% flat, applied to principal for the number of days the deposit is held with SCBPL. Furthermore, SCBPL shall reserves the right to recover penalties / charges incurred due to premature termination / encashment of the deposit for the remaining period. These charges shall be:

0% or (PKRV* of remaining tenor on the early settlement date – PKRV of original tenor on the booking date); whichever is higher; charged on principal amount for the remaining days.

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The penalties / charges of premature / early termination will be recovered from the principal amount of the deposit or accrued profit thereon. For premature encashment / termination of the online TD, customer will have to visit the respective SCBPL branch.

8.7. Only specific tenures and rates are offered to customers for TD through Online Banking channel, which are displayed to customer on Online Banking “Open Term deposit” screen. If customer requires tenures or rates other than those offered through this channel, then they will contact SCBPL branches instead. Rates will not be changeable till next rollover, once TD has been placed online.

8.8. Online deals / placements are offered on the rates and tenors mentioned above. Rates are mentioned in Annualized Percentage Rate (APR) terms.

8.9. Rate offered on rollover will be with reference to the rate prevailing for the same term at that time. Profit will be calculated from the day when Online TD has been requested (subject to clearance of funds from the selected account).

8.10. Please note that online TD account opening service may not be available during end of day/week/month/half-year/year cycles when the technology systems will be performing the requisite task for close of such periods. Additionally, the service may also not be available during scheduled maintenance and/or any unwarranted incident of un-scheduled downtime occurring due to any reason not known in advance. Upon unsuccessful transaction, system will display the relevant error message on the screen instead of opening the TD account which shall mean that no transaction or activity has taken place.

8.11. TD will be placed on condition that selected source account is already a customer’s linked, active, individual, local currency account with SCBPL, and has no debit blocks attached. Online TD Account placement will be done when the minimum & maximum initial deposit amount requirement, as set by SCBPL from time to time for booking TD through online channel, is fulfilled.

8.12. SCBPL shall reserves the right to amend or modify any of these terms and conditions and any conflicts which may arise between any terms and conditions shall be resolved by the SCBPL whose decision shall be final and binding.

8.13. I hereby confirm and agree that I have read and understood the above terms and conditions contained herein, before proceeding with online TD account opening, to which I have agreed to be bound by such terms and conditions and any amendments / modifications from time to time which SCBPL may deem fit.

8.14. I accept that these terms and conditions contained herein are subject to the Laws of Pakistan and the Courts/Tribunals shall have non-exclusive jurisdiction.

8.15. The Customer shall indemnify and keep the Bank free and harmless from and against all liabilities, losses, legal actions, claims and damages arising from negligence, financial loss or fraud, collusion or violation of the terms of this agreement on the part of the Customer and/or a third party provided there is no gross negligence on the part of the Bank. In addition, the Bank shall not be liable for any expense, legal actions, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

9. THE EXTENT OF OUR LIABILITY FOR YOUR LOSS OR DAMAGE

9.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking

into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.

9.2 We will not be liable for any loss or damage to you as a result of making the Service available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):

9.2.1 acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 3.2 and 3.3 which explain the exceptions to this rule); and

9.2.2 any incompatibility between Your System and the Service; and

9.2.3 any machine, system or communications failure (except where such failure should have been prevented by the risks control and arrangement measures had we adopted such measures in accordance with clause 7.1), industrial dispute or other circumstances beyond our control that leads either to the Service being totally or partially unavailable or to instructions given via the Service not being acted upon promptly or at all; and

9.2.4 you relying on any financial information financial or otherwise provided as part, or by means, of the Service; and

9.2.5 any misuse of Your System by you or anyone else; and

9.2.6 any access to information about your Eligible Accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our willful default).

9.2.7 execution of your instructions being delayed or not being acted upon by the Bank.

9.3 The Bank will in no event be liable for any damages, including without limitation direct or indirect loss, special, incidental, or consequential damages, losses or expenses arising in connection with these Services at our site or linked site or use thereof or inability to use, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Bank's representatives thereof are advised of the possibility of such damages, losses or expenses. However, in the event that we are held liable for any loss or damage to you as a result of your use of the Service, we shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or willful default.

Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on 111-002-002.

9.4 The information and material contained in this Site, including text, graphics, links or other items are provided "as is", "as available". The Bank/Group does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and material. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

9.5 You shall indemnify us, our employees and our nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal

costs as between solicitor and client (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Service.

9.6 The Bank shall use its best endeavors to provide error free operation of the account and the services to its customers. Notwithstanding the same, the customer hereby confirms that the Bank shall not be liable for and indemnifies and agrees to hold harmless the Bank and its respective officers, directors, employees and representatives, agents and contractors from and against any and all losses, damages, liabilities, payments and obligations and all expenses (including without limitation reasonable legal costs) incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon the Bank, arising out of, inter alia, my/our Electronic Banking ID or password is misused or compromised by any person unauthorizably and resulting in suffering of financial loss or fraud by me/us for which Bank shall NOT be held liable or responsible under any circumstances for any expense, claim, loss or damage arising out or in connection with this facility and/or agreement”.

10. IF YOU BREAK A TERM OF THIS AGREEMENT

You must compensate us for any loss we suffer as a result of your breaking any term and conditions of this agreement.

11. ENDING YOUR USE OF THE SERVICE

11.1 You may cancel your use of the Service at any time by giving us written notice (or in any other way as provided herein or as we notify you about from time to time).

11.2 If you have multiple Eligible Accounts, you may not cancel the Service solely in respect of any one Eligible Accounts, unless you are notified by us to the contrary in writing.

11.3 We reserve the absolute right at any time to cancel the Services with or without assigning any reason, with or without giving any prior notice to you at our discretion.

11.4 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service.

12. ABOUT OUR CHARGES

12.1 We are entitled:

12.1.1 to charge you fees and charges for the Service; and

12.1.2 to change those fees and charges from time to time by giving you a 30 days notice to that effect or by effecting such change through the Bank's schedule of charges. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 30 days notice period. However, your continued use of the Service after the 30 days day notice period or after publication of the change in fees and charges in the Bank's schedule of charges shall be conclusively deemed to be your acceptance of such changed fees and charges.

12.2 To avoid any doubt, please note that the references to fees and charges in the above relevant section only apply to our charges for providing the Service. They do not apply to any charges for particular banking or other services we might provide in response to your requests via the Service. We will be happy to provide you with details of our charges for particular banking or other services on request.

13. OUR RIGHT TO MAKE CHANGES TO THIS AGREEMENT

13.1 We have the absolute right to change the terms and conditions of this agreement at any time by giving you notice either in writing, by placing prominent notices at our offices or branches for a period of 30 days or by sending you a message via the Service. Your own rights to use the Service will not be affected by the change until you have actually received the notice.

13.2 We will give you 30 days notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the terms of this agreement, we will treat your subsequent use of the Service as your acceptance of the change (but please remember, you have the right to end your use of the Service at any time).

14. THE VALIDITY OF THE TERMS OF THIS AGREEMENT

14.1 If anyone or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms.

14.2 We believe the terms of this agreement are fair. If anyone or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.

14.3 If one of the terms of this agreement is unenforceable against one of the customers signing this agreement, this will not in any way affect the enforceability of that term against the other signatories.

14.4 If we relax or waive any of the terms of this agreement once, this may be on a temporary basis or as a special case only. Such relaxation or waiver will not affect our right to enforce that term strictly at any other time.

15. COMMUNICATIONS BETWEEN US

15.1 Except for situations where this agreement refers to your giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to any of our branches in Pakistan where you maintain an account (or any other address we may notify to you from time to time for this purpose).

15.2 You further authorize us to act on the verbal instructions communicated to a representative of the bank over the telephone. We reserve the absolute right to verify your identity over the telephone. You will be liable for any and all transactions made after the standard verification by the Bank's representative and will not hold the Bank for acting upon such instructions.

15.3 Any complaints in connection with the Service should be directed to: any of our branches in Pakistan where you maintain an account (or any other address we may notify to you from time to time for this purpose).

15.4 Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us:

15.4.1 notices in connection with the terms of this agreement; or

15.4.2 sensitive communications, such as payment instructions (payment instructions should be sent through the Service in accordance with the terms of the relevant account which you hold with us).

15.5 If we need to send you a notice, we will use the address you have given us most recently in connection with any of your Bank's Eligible Accounts.

16. SERVICE QUALITY: RECORDING YOUR CALLS AND INSTRUCTIONS

To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:

16.1 we will record all telephone conversations between us and customers of the Service; and

16.2 we will keep a record of all instructions given by customers via the Service; and

16.3 we may listen to telephone calls made in respect of the Service in order to assess and improve the quality of the Service.

17. OUR ADVERTISING

From time to time we may advertise our own products and services, and those of other companies in the Standard Chartered Bank group or otherwise, through the Service. If, in connection with any other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these advertisements.

18. UNAUTHORIZED USE OF INFORMATION/MATERIALS AND TRADE MARKS

You fully understand and agree that the unauthorized use of the Site and/or Bank's group's web sites, trade marks and systems including but not limited to unauthorized entry into the Bank's systems, misuse of passwords, trade marks or misuse of any information posted on the Site is strictly prohibited. All products and services may not be available in all geographic areas. Your eligibility for Services is subject to final determination by the Bank.

19. DISCLOSURE REQUIREMENTS

While the Bank maintains strict confidentiality in all matters relating to your account(s) and business, you hereby further consent to the Bank (and/or any of its officers/ employees) to disclose any information concerning you, your business, your accounts held with the Bank or another Group Member, or your relationship with the Bank or another Group Member to any of the following:

i) any office or branch of the Bank, or any Group Member;

ii) any agent, contractor or third party service provider, or any professional adviser to the Bank or any Group Member;

iii) any of your guarantor or third party security provider;

iv) any regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or any Group member;

v) any person to whom the Bank or any Group Member is required or authorized by law or court order to make such disclosure;

vi) any of the Bank's actual or potential participant or sub-participant in, assignee, novatee or transferee of, the Bank's rights and/or obligations in relation to you;

vii) any other person under a duty of confidentiality to the Bank or Group Member;

viii) any bank or financial institution with which you have or propose to have dealings.

regardless of whether such recipient in each case is located in Pakistan or in another country (except India) that does not offer the same level of data protection as Pakistan, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Pakistan or another country (except India).

The Bank will ensure that parties to whom customer details are transferred treat my/our information securely and confidentially. The Bank and the Standard Chartered Group will retain my/our information as long as there is a business need to hold the information or as required by legal, regulatory, or accounting requirements or to protect the Bank and the Standard Chartered Group's interests

Under the laws of some territories (including the United Kingdom), I/we may have the right to access information held about me/us in those territories. I/we understand that for the purpose of the United Kingdom Data Protection Act, the 'data controller' for my/our personal information is Standard Chartered Bank (Pakistan) Limited.

Further, you agree that your information may be used to:

i) provide and operate any service or product you require;

ii) facilitate the provision of any service or product to a third party for whom you act as guarantor or security provider;

iii) update and enhance your records with the Bank or any Group Member;

iv) understand your financial needs, to advise you of other products and services which may be of interest to you, for any purpose required by law or regulation including fraud prevention;

v) monitor Bank's compliance with legal and regulatory requirements and with the Bank and the Standard Chartered Group's internal policy requirements; and

vi) support the Bank's and the Standard Chartered Group's business, financial and risk monitoring, planning and decision making.

For the purpose of this clause, "Group Member" means any company, including Standard Chartered plc and the Bank, which is part of the Standard Chartered Group, being the group of companies whose ultimate parent company is Standard Chartered plc.

20. THE LAW GOVERNING THIS AGREEMENT

This agreement is governed by the laws of the Pakistan. Both parties agree to submit to the jurisdiction of the Courts in Pakistan in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction Pakistan which is considered appropriate by the Bank.

21. DEFINITIONS: THE MEANING OF SOME WORDS AND PHRASES USED IN THIS AGREEMENT

Some words and expressions used in this agreement have particular meanings as follows:

Service means the Bank's electronic banking services available and provided by us on this site which enable you to obtain information from us and give instructions to us to carry out certain banking transactions/services pertaining to the Eligible Accounts through computer, telephone, mobile telephone, personal digital assistant or other device linked to our system/site by any means (among other things).

Electronic Banking means the remote banking services being offered by Bank which may include Internet Banking (also referred to as Online Banking or I-Banking), Mobile Banking services which enable you to obtain information from us and give instructions to us to carry out certain banking transactions/services pertaining to the Eligible Accounts/Cards through computer, mobile telephone, personal digital assistant or other device via Internet access.

Password means the Electronic Banking Personal Identification Number or secret number chosen by you (or if you do not elect to change it, the initial secret number given to you) that is used to confirm your identity whenever you use the Service.

Security Codes means the user identification code with the Password details agreed between you and us that are used to identify you whenever you use the Service.

Statement means bank statement, contract or translation note, confirmation notice for Investment Services, or any of these or similar documentation, as applicable, depending on the service.

Service Software means any software supplied to you whenever you access the Service and any other software we supply to you for the purpose of accessing the Service from time to time.

ACCOUNT(s) means any one or more PKR savings and/or current account(s) maintained by the Customer with SCBPL and include any other accounts which IBFT services are made available by SCBPL.

CREDIT CARD(s) means any one or more SCBPL PKR/USD Credit Card(s) maintained by the Customer with SCBPL and include any other Credit Cards which IBFT and Bill Payment services are made available by SCBPL.

BUSINESS DAY means a day (other than Saturdays, Sundays and public holidays) on which SCBPL is opened for business in Pakistan.

CHANNEL means any channel through which the Customer issues Instructions to SCBPL including but not limited to over-the-counter, SCBPL Internet Banking Service, Automated Teller Machines (.ATM.) or such other electronic facilities or channels as may be made available by SCBPL from time to time and .Channels. mean more than one Channel as the context shall require.

CUSTOMER means a person who is a customer of SCBPL and who maintains one or more of the Account(s) with SCBPL and includes its personal representatives, executors, administrators and successors-in-title.

INSTRUCTIONS means any instructions or directions given by the Customer to SCBPL through the Channel where the IBFT and Bill Payment service is made available to make payments from the Account(s)/Credit Cards(s) maintained with SCBPL and to a specified account(s)/credit card(s) maintained with a Participating Bank via the Inter-Bank IBFT System

IBFT means the SCBPL Inter-bank IBFT service effected through the Inter-bank 1LINK

INTER-BANK IBFT SYSTEM means a fund transfer payment system operated by 1Link which allows customers maintaining accounts with the Participating Banks to make inter-bank payments or collection of payments to either the customers own account or to any third party account(s) maintained with a Participating Bank;

PARTICIPATING BANK/BILLER means any bank or financial institution (other than SCBPL) which is a participant to the Inter-bank IBFT System, or any utility/mobile biller company which is participant to 1Link Bill Payment service.

STATEMENT OF ACCOUNT/CARD means the consolidated statement of account for the Account(s), or the consolidated credit card statement issued for the Credit Card(s) or made available by SCBPL periodically as may be determined by SCBPL to the Customer setting out transactions in the Account(s) or Credit Cards(s).

1LINK BILL PAYMENT SERVICE means a bill payment system operated by 1Link which allows customers availing consumer services from various utility and mobile companies that are Participating Billers to make bill payments or collection of payments to either the customers own bills or to any third party bill(s) maintained with a Participating Biller;

BILL PAYMENT means the SCBPL Bill Payment service effected through the 1LINK or other billers.

Online TD means Term Deposit product that was requested for placement through Bank's electronic banking service channel.

We/us/our/Bank refer to Standard Chartered Bank (Pakistan) Limited ("SCBPL"), a company incorporated in Pakistan and whose registered office is situated in Pakistan at Standard Chartered Bank, P.O. Box No.5556. I.I. Chundrigar Road. Karachi. 74000. Pakistan.

SCBPL in the Pakistan operates under licenses issued by the State Bank of the Pakistan.

You/your means you, the customer, who is registered by us to use the Service in accordance with this Agreement.

Your System means the equipment and software contained on such equipment used by you to access the Service in accordance with this Agreement.