

Quick Response (QR) Code Payment – Terms and Conditions

These **Terms** form a binding agreement between you and us and govern your access to and use of the **Quick Response** (**QR**) **Service**.

With the **QR Service**, you can send payments from your eligible *source account* to a **QR Payee** by simply scanning the **QR Payee's QR Code** using the SC mobile application installed on your *mobile device*. By making a **QR Transaction**, you agree to be bound by these **Terms**, as supplemented by and read together with the prevailing terms applicable to your *source account* with us, including the:

- (a) Client Terms
- (b) Current account and saving account
- (c) Credit Card Terms
- (d) Any other Terms applicable to your Banking relationship with us (collectively, the **Relevant Terms**).

In the event of any inconsistency in QR payment services, these **Terms** shall prevail over the **Relevant Terms**.

By agreeing, accessing or utilising the **QR Service** or part thereof, you agree to be bound by these **Terms**.

If you choose **NOT** to accept these **Terms** or any of its amendments, please do not proceed and immediately discontinue your access and/or use of the **QR Service**.

The meaning of key words printed in italicised fonts like *this* is explained in the **Relevant Terms**. Some additional key words that apply to the **QR Service** are printed in bold font like *this* and are defined below.

1. Definitions:

- a. "QR Code" means the unique two-dimensional barcode generated by us for the purpose of identifying a QR Payee.
- b. "QR Transaction" means a payment made to a QR Payee utilising this QR Service and includes:
 - i. payments for goods, services and/or bills to a billing organisation or merchant ("Merchant QR Transaction"); and
- c. "QR Payee" means the billing organisation or merchant (whether physical or online) that accepts payment for goods, services and/or bills via the QR Service; or
- d. "Terms" refer to these terms and conditions for the use of the QR Service.
- e. "QR Service" refers to the QR code service described in the preamble above.
- f. "QR PIN" means, for the purpose of accessing the QR Service:
 - i. the personal identification number given to or selected by you when you first activate your use of the **QR Service**; or
 - ii. where applicable, your fingerprint registered on your permitted mobile phone.
- g. "Source Account" means the account designated by you pursuant to clause 3 below, from which funds are to be used for a funds transfer under this QR Service.

For the avoidance of doubt, the **QR PIN** shall be a *security code* as defined in the **Relevant Terms**.

Source Account means...

- h. A reference to:
 - i. "we/us" means Standard Chartered Bank and its permitted successors and assigns.
 - ii. "you" means the account holder of a source account.
 - iii. the singular includes the plural and vice versa.
- 2. This QR Service shall be a funds transfer service as defined in the Relevant Terms.
- 3. You may only execute a **QR Transaction** from one of the following source accounts:

- a. Credit Card issued by us to you;
- b. Current account and saving account held in your sole name with us.

Depending on the type of **QR Code** and/or **QR Payee**, the specific source account from which you may execute a **QR Transaction** may be restricted.

- 4. To utilise the **QR Service**, you shall:
 - a. Designate your preferred source account(s) / credit card for QR Transactions
 - b. Scan the QR Payee's QR Code using the mobile app;
 - c. Enter the QR Transaction amount if necessary; and
 - d. Authorise the QR Transaction with your QR PIN.
- 5. By making a **QR Transaction** in the manner stipulated in clause 4 above, you are authorising payment to the **QR Payee**. You acknowledge that the **QR Transaction** will be processed and that your source account will be debited with the **QR Transaction** amount without requiring: (a) where the source account is a credit card or debit card, the credit card or debit card to be swiped at a magnetic strip reader of the credit/debit cards chip to be read by a chip terminal; or (b) in all cases, your signature or other *PIN/password* (other than the **QR PIN**) to authorise the **QR Transaction**.

6.

You will not use the QR Service unless there are sufficient funds in the *source account*. The account balance in the *source account* shall exclude un-cleared cheques or remittances not received.

- 7. You are responsible for keeping your security codes confidential and preventing fraudulent or unauthorised usage of your source account through the QR Service. You are also responsible for ensuring that the details of each QR Transaction made using the QR Service and authorised by your entry of the QR PIN are accurate. You undertake to be liable for all QR Transactions that are debited from / posted to your source account via the QR Service, even if not authorised by you or if authorised by you in error.
- 8. You are prohibited from using the **Service** on any *electronic equipment* that you know or have reason to believe has had its security or integrity compromised (for example, where the device has been "jail broken" or "rooted"). You will be solely liable for any losses, damages and expenses incurred as a result of your use of the **QR Service** on compromised *electronic equipment*.
- 9. At any time, we reserve the right to:
 - a. impose or amend any maximum or minimum **QR Transaction** limits in connection with your use of the **QR Service**:
 - b. refuse to allow your *source account* to be debited for the **QR Transaction** amount if we reasonably consider such refusal to be in your best interest;
 - c. determine which source account will be eligible for use with the QR Service; or
 - d. modify or discontinue, temporarily or permanently, the QR Service,
 - . You agree that we will not be liable to you or any third party for any block, restriction, suspension, disqualification or termination of your use of the *source account* or the **QR Service**.
- 10. The QR Service will be accessible at all times except (during regular maintenance, servicing including down time prior notification or any other reason), or that any particular merchant will accept payments utilising the QR Service. We shall not be liable for any liability, loss, damage, cost and/or expenses whatsoever due to the availability or non-availability of the QR Service, any delay or failure in the making of a QR Transaction, or any loss, injury or inconvenience which you may suffer as a result of using the QR Service.

- 11. It is your responsibility to report to us immediately when you suspect or come to realise that:
 - a. Your *electronic equipment* with which you use to access the **QR Service** has been lost, stolen or tampered with;
 - b. Someone else knows your security codes including the QR PIN.
 - c. There has been unauthorised access to your *source account, security codes*, *mobile app* or *electronic equipment* with which you use to access the **QR Service**.

You may also reach us via the below channels

Call

0092 111-002-002

12. We are not liable for:

- a. The refusal by any QR Payee to accept a QR Transaction; and
- b. Any defect or deficiency in the goods or services supplied to you by a **QR Payee**, through your use of the **QR Service**.

You acknowledge that our ability to assist you with resolving any complaint or dispute that you may have with any **QR Payee** is limited and dependent on different factors including but not limited to the nature of the dispute or complaint and the payment network on which the **QR Transaction** was made. Accordingly, where we are unable to help, you agree to resolve any complaint or dispute against any **QR Payee** directly. For more information on the different payment methods for effecting a **QR Transaction**, please refer to https://www.standardchartered.com/pk/_documents/onlinebanking-TnCs.pdf

- 13. We may amend these terms at any time by posting the updated **Terms** on our website, or by notifying through any other means as we may determine. By continuing to use the **Service** after our posting and/or notifying you of the updated **Terms**, you shall be deemed to have accepted the updated **Terms**.
- 14. These **Terms** are governed by the laws of Pakistan and parties submit to the non-exclusive jurisdiction of the courts of Pakistan.