

Standard Chartered Bank (Vietnam) Limited SMS Banking Terms & Conditions

These terms and conditions ("SMS-Terms") set out the rights and obligations of the Customer and Standard Chartered Bank (Vietnam) Limited (the "Bank") in connection with your use of the SMS-Service

(i.e., Pull Service & Other Fundamental Banking Services and Alert Service). All the terms and conditions of these SMS-Terms are legally binding, so please read them through carefully.

1. Service Supply

1.1 The Bank will provide SMS Banking Service, hereinafter to be referred as "Service" for the customer in accordance with the Terms & Conditions of Service.

1.2 Customer is entitled to send instructions via this Service as offered by the Bank and in accordance with the current regulations of Vietnam, dealing with:

- Pull Service & Other Fundamental Banking Services: the customer send request to the Bank to view current account balance, view five latest transactions, fund transfer within own accounts, adhoc statement request and cheque book request.

- Alert Service: the Bank automatically send alerts to customer if the customer has registered for the service, including transaction details, account balance, maturity date or rollover date of fixed time deposit, etc.

2. Target Customer

2.1 This Service is provided to all customers of the Bank who has registered for SMS alerts

2.2 At least one Retail Banking single or joint account should be opened with the Bank already with a preset valid mobile phone number.

3. Service Scope & Business hour

3.1 In line with the detail service scope & business hour on the Bank Official Website.

3.2 The Bank takes feasible & plausible measures to ensure the availability or accessibility of the Service. But customer must accept the situation, which will cause the Service unavailable during normal business hours due to the regular maintenance, system overload necessity and other situation beyond the power of the Bank.

3.3 Without notice in advance, the Bank is legitimate to unilaterally

3.3.1 Add, remove or change, end, freeze any available function;

3.3.2 Change the business hour; or

3.3.3 End the Service.

4. Customer Identification

4.1 Customer must comply with the notice in the SMS messages issued from the Bank to set up the SMS Banking password, hereinafter to be referred as "PIN" in order to enable the Bank to identify customer.

4.2 Customer can change PIN anytime. The change comes into effective subjected to the confirmation of the Bank.

4.3 Customer is responsible to properly keep the mobile phone number linked to the Service (hereinafter to be referred as "Registered mobile phone number"). Customer has to change the Registered mobile phone number in Bank branch if there is any need.

4.4 Customer should take all liabilities if his/her identification information is divulged to others under any circumstances and all the risk if PIN and/or Registered mobile phone number are used by unauthorized person or for unauthorized purpose.

4.5 As soon as customer discovers or suspects that someone knows the PIN, mobile phone or components associated with the machine that stores his/her information is lost or the service has been used by an unauthorized person or for an unauthorized purpose, customer must immediately inform the Bank personally, or inform the Bank via the prescribed Bank hotline. Before the Bank actually receives the notice, Customer should take all responsibilities for Service used by any unauthorized party or used in unauthorized purpose.

5. Instruction Authorization & Operation

5.1 Customer agrees identifying the correct combination of Registered mobile phone number & PIN is enough to confirm the identity. The Bank is authorized to implement customer's instruction (through correct combination of Registered mobile phone number & PIN) without any written or other confirmation from the customer.

5.2 The Bank is authorized to charge any captioned transaction fee from Customer's account after receiving transaction instruction via the Service.

5.3 Customer is not able to override the instruction after it's sent out via the Service.

5.4 If Customer requires the Bank to override his/her instruction after his/her submitting the instruction, the Bank may execute the request in terms of the judgment of the Bank and regarding the system feasibility. The Customer agrees that he/she will be responsible for any costs incur to the Bank as a result.

5.5 The Bank may, when it believes it is justified in doing so:

5.5.1 Refuse to execute the instruction submitted via the Service; or

5.5.2 Require Customer to submit a written confirmation regarding the special instruction.

5.6 If the Bank comes to believe receiving any unauthorized instruction from its perspective, the Bank is entitled to check whether the instruction is authorized by Customer or not via proper methods. If any unauthorized instruction is discovered, the Bank is legitimated to override the transaction related to the instruction. The Bank is not accountable for the loss of Customer due to such overriding.

5.7 The business hour of the Service differs in the detail underlying functions, and notice of the Bank is conclusive:

- Pull Service & Other Fundamental Banking Services: 24 hours per day.
- Alert Service: 24/7 service

6. Customer's Undertakings and Liabilities

6.1 Customer undertakes to use the Service is subject to the Bank's stated process.

6.2 After the Customer's first use of the Service, he/she shall be deemed to have accepted and be bound by SMS-Terms.

6.3 Customer warrants that all information provided by Customer to the Bank in relation to the Service is true, accurate and complete and should take liability for any consequences.

6.4 Customer undertakes that the Bank has the right to use his/her personal information and account information, and the Bank will make efforts to ensure the information confidential in the Bank unless:

6.4.1 There are any requirements to disclose the information in any relevant laws or regulations or from the government or any supervisory organizations.

6.4.2 It is necessary to disclose the information so as to prevent fraud.

6.4.3 In order to provide the Service, some of the information must be disclosed according to the decision of the Bank.

6.4.4 To provide related information to authorized organization according to the laws.

6.5 Only terms and conditions related to account officially provided by the Bank in writing are the basis the Customer could use as to execute his/her rights.

6.6 Customer acknowledges that there may be a time lag in transmission of instructions, information or communication via SMS.

6.7 Customer must compensate the Bank for any loss the Bank suffers as a result of his/her breaking any term of SMS-Terms.

7. The Bank's Undertakings and Liabilities

7.1 The Bank will take reasonably practical steps to ensure that its 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 of any current Vietnamese law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices in accordance with Vietnamese laws which may be applicable to the Bank from time to time.

7.2 In any event, the Bank will not be liable for any loss or damage to Customer if the Service is not available to him /her, including any direct, indirect, consequential or special loss.

7.3 Examples of circumstances in which the Bank will NOT be liable to Customer for loss or damage resulting to Customer through use of the Service include (but are not limited to):

7.3.1 acting on an instruction which has been validly authenticated as coming from the Customer but which in fact was given by somebody else through Customer's Registered mobile phone number & PIN; or

7.3.2 Any incompatibility between Customer's Mobile Subscriber System and the Service; or

7.3.3 Any machine, system or communications failure, industrial dispute or other circumstances beyond the Bank's 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; or

7.3.4 Customer relying on any financial information provided as part, or by means, of the Service; or

7.3.5 Any misuse of Customer's Mobile Subscriber System by the Customer or anyone else; or

7.3.6 Any access to information about Customer's accounts which is obtained by a third party as a result of Customer's using the Service.

7.4 In the event that Customer suffers any loss or damage as a result of using of the Service, the Bank 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 the Bank's gross negligence or willful default.

8. Controversy and Error Handling

If Customer regards the Bank executes his/her instructions incorrectly, he/she is obliged to contact the Bank within 30 days from the day the transaction was executed, otherwise the Customer will be deemed to accept the Bank's execution and take all the liabilities.

9. Charges

9.1 Customer is obliged to pay the exact Service fee and other related fee to the Bank disclosed by the Bank's tariff requirements, and the requirements will be published on the Bank website.

9.2 Customer will be regarded as accepting the new fee tariff if he/she continues to use the Service after the change has been published on the Bank's website.

10. Communications

10.1 Any complaints in connection with the Service should be directed to the Bank Hotline 84.8.39110000 / 84.4.36960000.

10.2 Except for the Bank Hotline, Customer can also notify the Bank by visiting any Bank branch where he/she opened an account.

10.3 If the Bank needs to send the Customer a notice, it will use the mailing address or email address that Customer has provided most recently to the Bank.

11. Service Quality: Recording Customers' Calls and Instructions

11.1 To protect both the Bank's customers and its staff, and to help resolve any disputes between Customer and the Bank, Customer acknowledges that:

11.1.1 The Bank may record all telephone conversations between the Bank and Customer of the Service; and

11.1.2 The Bank may keep a record of all instructions given by the Customer via the Service; and

11.1.3 The Bank may listen to telephone calls made in respect of the Service in order to assess and improve the quality of the Service.

12. The Bank's Advertisement

Through the service, from time to time the Bank may sometimes advertise its own products and services, as well as those of other companies within the Standard Chartered Bank group. If customer, with regards to other agreements with the Bank, requests the Bank not to send him/her any marketing material (or if he/she may do so in the future), the Customer agrees that this restriction will not apply to these advertisements.

13. Security Precautions

13.1 The Customer should change his/her PIN regularly and shall do so whenever the Service requires him/her to do so. Customer should not choose a PIN he/she has used before;

13.2 Whenever Customer chooses a PIN, he/she must take care not to choose a number that is easily to be guessed by anyone trying to access the Service pretending to be him/her. For example, Customer should avoid his/her own or a relative's birthday, or any part of his/her telephone number;

13.3 Customer must take all reasonable steps to ensure that he safeguards his/her PIN and mobile phone recording Registered mobile phone number at all times, whenever possible. He/she must not disclose any details of his PIN to anyone else, to a member of the Bank's staff, or to someone giving assistance on a technical helpdesk in connection with the Service;

13.4 Customer must not record his PIN in a way that could make it recognizable by someone else as password;

13.5 If the Customer discloses or suspects that his/her PIN or any part of it is known to someone else, he/she must immediately change the PIN personally through the Service. If this is not possible, he/she must notify the Bank immediately by telephoning 84.8.39110000 / 84.4.36960000 (or any other number the Bank may advise him/her of from time to time for this purpose). The Bank will suspend use of the Service until Customer goes to any branch to unlock it.

13.6 If Customer becomes aware of any transaction on any of his/her accounts that has not been validly authorized by him/her, he/she must notify the Bank immediately by telephoning 84.8.39110000 / 84.4.36960000 or any other number the Bank may advise Customer of from time to time for this purpose. For this purpose, Customer is reminded that he/she should check all transactions on online banking for any unauthorized transactions.

13.7 Customer must not allow anyone else to operate the Service on his/her behalf.

13.8 Customer must comply with any requirements designed to protect the security of his/her use of the Service which are notified by the Bank to him/her in any other way.

14. Service Software and Hardware

14.1 Customer is responsible to ensure his/her mobile phone is compatible to the service. The Bank is free of any responsibility to the loss caused by the incompatibility of his/her mobile phone to this service.

14.2 Customer must take all feasible measures to ensure that his/her registered mobile phone number and components associated with the machine that stores his/her information have obtained sufficient security protection.

15. Ownership rights in connection with the Service Software and other information

15.1 By supplying Customer with the Service Software to access the Service, the Bank is granting the Customer 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 Bank or certain third party owns such Service Software and other relevant material and information supplied to Customer absolutely and such Software, material and information contain valuable information that belongs to the Bank or certain third party. Customer must not:

15.1.1 Use them except in connection with accessing the Service;

15.1.2 Take copies, sell, assign, commercially rent, sub-license, and otherwise transfer them to any third party.

15.2 If Customer uses the Service in other region outside Vietnam, Customer is responsible to comply with the local laws including but not limit to obtain necessary certificates to import/export the service software.

16. Termination

16.1 The Bank may, at any time, without giving prior notice or reason, suspend or terminate all or any of the Services or their use by Customer. The Bank is not liable to Customer of any loss resulting from the action of the Bank.

16.2 Customer can terminate the Service by visiting any branch of the Bank.

16.3 The instructions issued by Customer before the termination is effective and Customer should take the liabilities.

16.4 The Bank does not refund charged Service fee and other related fee.

17. The Validity of the Terms

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

17.2 The Bank believes the terms of SMS-Terms are fair. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, the Bank is entitled to treat that term as changed in a way that makes it fair and valid.

17.3 If any among these SMS-Terms is unenforceable for any customer who has already signed off these SMS-Terms, this will not, in any way, affect the enforceability of other terms for other signatories.

17.4 If the Bank waives any of the terms of SMS-Terms once, this may be on a temporary basis or as a special case only. Such waiver will not affect the Bank's right to enforce that term strictly at any other time.

18 Amendments

The Bank may revise SMS-Terms and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to SMS-Terms shall take effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the Internet Site(s) or by display, advertisement or other means as the Bank considers proper, and shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

19. Governing law and jurisdiction

The establishment, effectuation, implementation and explanation of SMS-Terms shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam.

In the event of any dispute arising in connection with the SMS-Terms, such dispute shall be referred to and resolved by a competent court of Vietnam.

20. Other Clauses

20.1 SMS-Terms shall prevail for the purpose of related SMS Banking Service.

20.2 Any notification from the Bank to Customer is regarded as received by the Customer through the Bank's website or other publication.

20.3 The English version is only for reference. The Vietnamese version of SMS-Terms shall prevail wherever there is a discrepancy between the English version and the Vietnamese version.