

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:

- *ATM* and *debit card* services
- Banking services provided via cash deposit machines
- DASH services (Please refer to www.dash.com.sg/terms for the latest terms and conditions.)
- *eStatements*
- *electronic alert*
- *fund transfer services*
- mobile banking
- phone banking
- *point of sale banking*
- *online banking*
- *SMS banking*
- 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* for 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 operating authority for a joint *account* is “single signing authority”, you agree that:

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

Operating times and availability

9.8 The *electronic banking services* are usually 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.

9.9 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

9.10 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

9.11 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*.

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

Access

9.13 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 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

9.14 You cannot rely on the operation of the *electronic banking services* to prevent an unauthorised overdraft being created. For example, you must remember that cheques 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*.

9.15 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

9.16 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

9.17 The *electronic alerts* available are:

Alert type	Description
SMS alerts - automatic alerts	No prior subscription required.
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 - subscription alerts	You must subscribe and select the types of email alerts which you wish to receive.

9.18 We may vary the types of *electronic alerts* available without notice to you. They are sent only when available and practicable.

9.19 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 by through our contact centre.

9.20 To receive *electronic alerts* you will need to select and set the *preferences* through a Standard Chartered *ATM*, by logging into your *online banking account* or by submitting an *application* in the prescribed format.

Availability

9.21 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

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

Fees and charges

9.23 We may charge you fees and charges for the *electronic banking services*. We can change these fees and charges by giving you at least 30 days' notice. If we give you such a notice, you will not have to pay any

proposed increase as long as you cancel your use of the *electronic banking service* during the 30-day notice period. However, your continued use of the *electronic banking service* after the 30-day notice period shall be conclusively deemed to be your acceptance of such changed 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 the *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*.

9.26 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

9.27 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.

9.28 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*.

9.29 If you access *electronic banking services* in a country other than Singapore, 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* are 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 Any transaction made through your *mobile banking user ID* shall be deemed to have originated from you if the correct login password was submitted.
- 10.5 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.
- 10.6 *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.
- 10.7 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.
- 10.8 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

- 10.9 We may not give effect to any *preferences* if we have reason to suspect that the *preferences* are not genuine, are improper or unclear.
- 10.10 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 including FAST AND SECURE TRANSFERS ("FAST")	To instruct us to transfer funds from a <i>source account</i> to a specified account with another local bank.
Own account funds transfer service	To instruct us to transfer funds between <i>accounts</i> . Unless we otherwise agree, this service may only be used where all named <i>accountholders</i> are identical across the <i>accounts</i> . This service does not allow funds to be transferred to or from accounts which are known to us to be held by you in other capacities (including trust accounts or estate accounts).
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	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 a person other than you, or an account known to us to

Name of service	Purpose
	be held by you in other capacities.
International telegraphic transfer service	To instruct us to transfer funds from a <i>source account</i> to a specified account with a bank in another country.
Transfer between account and Mobile Wallet	To instruct us to transfer funds from a <i>source account</i> to an electronic account accessed through a mobile phone that can be used to store and transfer value.

- 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 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.
- 11.7 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.
- 11.8 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

- The rate of exchange apply to each online funds transfer is our prevailing rate of exchange for the relevant currencies at the time the online funds transfer is processed, and not at the time the instruction is entered by you.

- 11.9 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.
- 11.10 We reserve the right to revise all funds transfer charges without notice.

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 category or personalised limit per day.
- 11.12 The category daily limit may differ for different types of fund transfers and different types of *accounts*. The limits may also be applied on an aggregated basis between different *fund transfer services*. For details of the preset limits, see our website.
- 11.13 You may lower the preset limit for *accounts* by *online banking*. Your personalised limit applies to all *accounts*.
- 11.14 You may 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.
- 11.15 Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website.

Interbank funds transfer service (including Fast and Secure Transfers)

- 11.16 You may use the *electronic banking services* to instruct us to transfer funds from your account with us ("your designated account"), to a stipulated account with another bank ("receiving bank"). This Interbank Funds Transfer Service ("IFTS") (including Fast And Secure Transfers ("FAST")) is part of the *electronic banking services* provided by us to you. You acknowledge that using the IFTS is the same as using our *electronic banking services*.
- 11.17 You may issue as many instructions to transfer funds in any one day as you wish, subject to such transaction limits as may be

set by law or us. However, you may only issue instructions to transfer up to an aggregate total of your personalised limit per day.

When we need not execute fund transfer instructions

11.18 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- there are insufficient funds in the *source account* to make the fund transfer; or
- you or an *authorised person* did not correctly use the *electronic banking services*;
- an order of court or any applicable law prohibits us from executing the fund transfer instructions;
- the execution of your instructions will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account;
- 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;
- the receiving bank is not able to accept the funds transfer (which, for the avoidance of doubt, includes any intermittent period for whatever reasons during which a receiving bank is unable to accept transfers);

or

- there exists *circumstances beyond our control* that prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

11.19 You understand that funds transfer via IFTS are processed solely based on the account number of the payee as indicated and not the name of the payee. The funds transfer will be processed even if the name of the payee does not match the account number

indicated. The name of the payee is required to be filled in for reference only.

11.20 If you are entitled to a refund of any amount debited from your account after a funds transfer via IFTS is timed-out for any reason, we will endeavour to refund such amount to you within a reasonable time.

11.21 We may send you electronic alerts on the status of your funds transfer transaction. The sending of electronic alerts is subject to many variable circumstances such as mobile network availability and proper functioning of hardware and software. We are not liable for any delay or failure in the sending of electronic alerts.

Bill payment services

11.22 You may use our electronic banking services to instruct us to transfer funds from your account with us ("your designated account"), to the account of a stipulated payee organisation (which may either be with us or with another bank).

11.23 You may issue as many instructions to make payment to payee organisations in any one day as you wish.

11.24 You acknowledge that all payments received by us from you for the account of the payee organisation will be credited to the payee organisation on:

- if the payee organisation's account is maintained with us, the next Business Day; or
- if the payee organisation's account is maintained with another bank, on the second Business Day after the Business Day on which we receive the payment from you for the account of the payee organisation.

11.25 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 the 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.

11.26 Payees may only receive payments after any minimum processing time we set.

11.27 We are not obliged to execute your or any authorised person's instructions to make payments to payee organisations via our bill payment services and we will not be liable for any loss or damage to you as a result of us not effecting such instructions, if, on the date on which such payment is to be made from your designated account:

- your designated account does not have an adequate balance to make the payment; or
- your designated account does not contain sufficient funds to pay for any charges, fees, interest or other sums that may be payable by you to us; or
- the execution of the instructions will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or
- the payee is not able to accept the payment (which, for the avoidance of doubt, includes any intermittent period for whatever reasons during which the payee is unable to accept payments);
- your designated account is closed, frozen or inaccessible for any reason.

11.28 You are responsible for any charges imposed, or any other action taken, by a payee organisation or intended payee organisation, where:

- you do not have an adequate balance in your designated account to make the payment; or
- an order of court prohibits withdrawals from your designated account; or
- your designated account is closed; or
- your designated account or any funds in your designated account have been put on hold; or
- the execution of your instruction to make payment will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or
- you did not, at our sole discretion, correctly use the electronic banking services; or
- *circumstances beyond your reasonable control* prevent the making of the payment, despite reasonable precautions taken by you. Examples of such circumstances

which are beyond your reasonable control include (but are not limited to) fire, flood or improper transmission or handling of payments by a third party.

International Telegraphic Transfer Service

11.29 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 the 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
- the rate of exchange applying to each *online telegraphic transfer* is our prevailing rate of exchange for the relevant currencies at the time the *online telegraphic transfer* is processed, and not at the time the instruction is entered by you or the *authorised person*.

11.30 We are entitled to determine at our discretion the order of priority in executing your instructions to transfer funds and/or make payments and/or any other existing arrangements or instructions you may have made with us on the stipulated date for the execution of the funds transfer/payment is to be made from your designated account. Examples of such other existing arrangements or instructions include (but are not limited to) cheques, standing orders, interbank GIRO deductions and instructions to transfer funds.

FastCash services

11.31 You may use our FastCash service to locate ATMs of selected banks that are near your location when using Fast and Secure Transfers service.

11.32 FastCash contents made available through this service) is at your own risk. While we use reasonable efforts to include accurate and up-to-date information, we make no warranties or representations as to their

accuracy and assume no liability or responsibility for any errors or omissions.

- 11.33 All contents made available through this service are either licensed from third party information providers or are proprietary to us. You will not acquire any ownership rights in the FastCash service or its available contents. You agree that you will use the contents for your own personal and non-commercial use only, and you will not use it for any restricted uses.
- 11.34 Without limiting the generality of the foregoing, we are not liable to you for any and all direct, incidental, special, indirect, or consequential damages arising out of or related to your use of the FastCash service.
- 11.35 service is provided for the purpose of providing information on locations of ATMs of selected banks in Singapore. Your use of the FastCash service (including the access of the

12 eStatements

- 12.1 You may elect to receive *eStatements* by one of the following methods:

Method	Description
Email, online or in your application	Your <i>eStatement</i> is sent by email to your email address (last notified). Your <i>eStatement</i> will also be available by <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 register 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 booklet* or contact us).
- 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*.

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 We may 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.