

Standard Chartered Bank Malaysia Berhad Phone Banking Services Terms and Conditions

1. INTRODUCTION

- 1.1 These Terms and Conditions set out the terms and conditions on which the Bank agrees to provide you with the Phone Banking Services (“Services”) pursuant to the instructions in the Application Form.
- 1.2 These Terms and Conditions are to be read together with the Standard Terms and the Account Terms (collectively referred as “Principal Terms”), whichever is applicable as may be amended from time to time.
- 1.3 In the event of inconsistency between the Principal Terms and these Terms and Conditions, these Terms and Conditions shall prevail.

2. DEFINITIONS

- 2.1 Capitalised Terms used but not defined in these Terms and Conditions have the meanings set out in the Principal Terms.

“**Application Form**” means our SME Services Application Form for the Services completed by you and submitted to us;

“**Fund Transfer Services**” means the services provided by us which enable you to transfer funds from your Source Account to another account under the Services.

“**Source Account**” means the Account designated by you, from which funds are to be used for a fund transfer under the Fund Transfer Services or a payment under the Bill Payment Services. The Source Accounts designated for separate transactions may be different Accounts.

- 2.2 “We”, “our” and “us” means Standard Chartered Bank Malaysia Berhad and “you”, “your” and “yours” means the person identified in the Application Form as the client receiving the Services.
- 2.3 Words referring to the singular number include the plural number and *vice versa*. Words referring to the masculine gender also refer to the feminine and neuter genders.
- 2.4 Reference to a person includes reference to a sole proprietor, partnership firm, company, corporation or other entity.
- 2.5 Reference to a Clause is to a clause of these Terms and Conditions.
- 2.6 The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

3. AVAILABILITY

- 3.1 The Services may be available only for certain types of Accounts and not others.
- 3.2 For sole proprietor, partnership or the Authorised Person of the company, you must be at least 18 years of age to use the Services. Nevertheless, if we at our sole and absolute discretion permit your use of the Services notwithstanding that you or the

Authorised Person are below 18 years of age at the time, our rights under these Terms and Conditions and the Principal Terms shall not be prejudiced.

- 3.3 We only make the Services available if:
- (a) You are recorded as the legal and beneficial owner of the Account and use of the Services in respect of the Account is acceptable to us;
 - (b) You and each Authorised Person have complied with the activation procedures we specify.
- 3.4 The Services cannot be used on some types of accounts and transactions and we will advise you from time to time as to which types of accounts are eligible.
- 3.5 Certain types of facilities under the Services may be available only for certain types of accounts and not others, notwithstanding that both types of accounts are accessible under the Services.
- 3.7 We may issue any guidelines in connection with the use of the Services, the guidelines must be followed whenever anyone accesses the Services. We are not liable for any loss you incur as a result of any failure to do so.
- 3.8 The availability and proper functioning of Services may depend on many variable circumstances, including location, mobile network and proper functioning of your mobile network operator and mobile phone.
- 3.9 The Services will usually be available for use during normal operating hours or at the times set out in the 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 Services to be available during all normal operating hours.

4. **LIMITS**

- 4.1 The 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.

5. **SECURITY**

- 5.1 You are responsible to take reasonable steps to safeguard the security of your or the Authorised Person's access to the Services as follows, and as notified to you from time to time:
- (a) You must not allow anyone else to operate the Services on your behalf. For companies and partnership, only the Authorised Person is allowed to operate any of the Services on your behalf.
 - (b) You must not leave your phone or any equivalent device which is used by you to access the Services unattended while you are on-line to the Services.
- 5.2 When you or an authorised person uses Services you or they must:
- (a) not access the Services using any electronic equipment not owned by them or which they are not licensed or authorised to use; and

- (b) take all reasonably practical measures to ensure that any electronic equipment from which they access the Services is free of and adequately protected against any risk.

6. UNAUTHORISED OVERDRAFT

- 6.1 It is your responsibility to make sure that no unauthorised overdrafts are created.
- 6.2 You cannot rely on the operation of the Services to prevent an unauthorised overdraft being created. In particular, you must remember that cheque and any payment instructions you or an Authorised Person has given using the Services may not be given immediate value or immediate effect and might not always be immediately reflected in the balance owing.
- 6.3 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, in accordance with the Principal Terms.

7. FUND TRANSFER SERVICES BY PHONE BANKING SERVICES

- 7.1 This clause 7 applies only if the Services are available under the fund transfer services for your type of account.
- 7.2 You and each authorised person may use electronic equipment to access the following services, if any for the purposes set out below:

Name of service	Purpose
Interbank funds transfer service	To instruct us to transfer funds from a source account to a specified account with another bank in Malaysia.
Own account funds transfer service	To instruct us to transfer funds between accounts. This service may only be used where all named accountholders are identical across the accounts but excluding accounts which are known to us to be held by you in different capacities including trust accounts or estate accounts.
Bill payment service	To instruct us to transfer funds for payments from a source account to a specified payee.
Third party intrabank funds transfer service	You and each authorised person may use the third party intrabank funds transfer service to instruct us to transfer funds from a source account to a specified account with us which is held in the name of any one or more accountholders which is different from those in the source account, or an account known to us to be held by you in different capacities.

- 7.3 You and each authorised person may issue as many instructions to transfer funds in any one day as you wish. However, you and each authorised person may only issue instructions to transfer up to the preset or personalised limit per day as set out in the Application Form.
- 7.4 The preset daily limit may differ for different types of fund transfers and different types of accounts.
- 7.5 The limits may also be applied on an aggregated basis between differing fund transfer services. For details of the preset limits, see our website.

- 7.6 If you want to increase the limit after lowering it (subject always to the ceiling of the preset daily limit), please contact us.
- 7.7 If you use the bill payment services, we may give reports to payees, listing all users of the Services who have made payments to that payee and the respective amounts paid by each of those users. You consent to us to disclosing to the payee any information required in the reports.
- 7.8 Neither you nor any authorised person may issue instructions that will cause any limit we set for the bill payment services to be exceeded.
- 7.9 Payees may only receive payments after any minimum processing time we set.
- 7.10 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:
- (a) the source account does not contain sufficient funds to make the fund transfer; or
 - (b) you or an authorised person did not correctly use the Services; or
 - (c) circumstances beyond our control prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

8. RATES QUOTE

- 8.1 When the Services, if you ask and we quote any exchange rate or interest rate to you, the rates are for your reference only and are not binding on us unless we subsequently confirm the rates in writing.

9. VARIATION

- 9.1 We are entitled to do any of the following at any time in relation to the Services:
- (a) change the mode of operation; or
 - (b) add to, remove or otherwise change, end or suspend any of the facilities available.

You and each authorised person are taken to be bound by any variation to the operation of the Services if you or they continue to access the Services after we notify you of the variation.

10. SUSPENSION

- 10.1 We may suspend Services temporarily at any time for maintenance and upgrading of services.

11. FEES AND CHARGES

- 11.1 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 Services.

12. OTHER SERVICES AND PROGRAMMES

- 12.1 We are not responsible for any services that are not controlled by us, through which you or an authorised person accesses the Services, 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.
- 12.2 From time to time we offer value added services in connection with Services. These may be provided by us or a third party. We may vary or withdraw the 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 services.

[End of Clauses]