



Customer Terms

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Important notice

You need to read this document.

It sets out the general terms and conditions of our personal banking relationship with you. These terms and conditions apply to each *product* we agree to provide to you from time to time. They apply in addition to other documents including the *product terms* and the *tariff sheet*. However, they do not apply to an *existing product or service* unless otherwise provided in the *product terms*.

If you need to contact us about any aspect of our relationship, contact your branch or use phone banking.

Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained at the end of these Customer Terms and at the end of the applicable *product terms*.

Part A - Our banking relationship

1 The terms of our relationship

- 1.1 We have a range of *products* designed to suit your personal banking needs. The specific features of our *products* are available on request. Some *products* may not be available to you depending on your location.
- 1.2 If you want to use a *product*, you need to complete an application to ask us to approve your use of it. Different eligibility criteria may apply to different *products*. These may include minimum or maximum age or deposit amounts. We may refuse an *application* for any reason. Unless required by law, we do not need to give you a reason.
- 1.3 If we agree to provide a *product* to you, the terms on which you may use the *product* are called our “banking agreement”. This is made up of the following where applicable:
- the *application*;
 - any letter of offer in connection with the *product*;
 - these Customer Terms;
 - the applicable *product terms*;
 - our *approval*;
 - the *tariff sheet*;
 - any guidelines we issue in connection with use of a *product* (including guidelines for use of *electronic banking services*);
 - any other terms and conditions that form part of our banking agreement as varied or replaced from time to time.
- The terms of our banking agreement apply to each use of a *product* by you or any *authorised person*. If you or an *authorised person* does not agree with the terms of our banking agreement, you or they should not carry out the transaction or access any *account*. You are responsible for ensuring that each *authorised person* complies with our banking agreement and for anything an *authorised person* does in connection with our banking agreement. You must ensure that each *authorised person* is given a copy of the terms that apply to any *product* they use.
- 1.4 If you are not a resident of Malaysia, additional terms and conditions may apply as notified by us at any time.

- 1.5 A reference to terms and conditions by any name in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement.
- 1.6 If there is any inconsistency between:
- these Customer Terms and any specific terms (such as *product terms*), the specific terms prevail; and
 - the English version of our banking agreement and any translations, the English version prevails.
- 1.7 Our banking agreement does not apply to an *existing product or service* unless otherwise provided in the *product terms*.

2 Pre-conditions to use of any product

We need not provide any funds to you or otherwise allow you to use a *product* if:

- we consider you may be in *default*;
- you have not satisfied any pre-conditions to use set out in our *approval*, the applicable *product terms*, elsewhere in our banking agreement or as we notify you at any time;
- you have not given us the *security* (if any) we require in addition to the *security* set out in Part I (Security);
- we consider that you may not be able to satisfy your obligations to us under our banking agreement. We may determine this is the case if, for example, there has been a change in your financial position since the date of your *application*;
- we advise you that funds can only be provided or the *product* can only be used during a specified period (called the availability period), and that period has expired;
- you have not provided us with all other documents and information we reasonably request;
- you give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

In addition, for some *products* we need not provide funds to you or otherwise allow you to use the *product* if, in our absolute discretion, we decide not to do so (see the applicable *product terms*).

3 Review

We may review the terms of our banking agreement (including the applicable *product terms* and your conduct under our banking agreement) at any time even if there is no *default*. We may (subject to applicable law), at any time:

- terminate or cancel our banking agreement;
- adjust any limit or vary the term of any *product*;
- require additional *security*;
- otherwise vary the terms of our banking agreement.

Part B - Operating accounts

4 Authority

Account operating authority

- 4.1 When you apply for a *product*, you must give us account operating authority details:
- for all *authorised persons*; and
 - for joint *accounts*, the method of operation (either, any one accountholder to give instructions or all accountholders to give instructions jointly). If no method of operation is specified, any one accountholder may operate the account.

If on a joint *account* you require more than one accountholder to sign, then you will be able to view (but not give instructions on) the *account* using an *electronic banking service* if each relevant accountholder approves the relevant access.

- 4.2 We act on the account operating authority until you vary (by removing or adding *authorised persons*) or cancel it. If you want to vary the account operating authority by changing either the *authorised persons* or the method of operation, or cancel the account operating authority, you must give instructions in writing to the branch where the *account* is conducted. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within 7 banking days after we accept your instructions.
- 4.3 We honour for payment all cheques and other instruments signed in accordance with the previous authority if they are dated before, but presented for payment after, we have processed the instructions.
- 4.4 We rely on any instructions given by an *authorised person* in accordance with the account operating authority.

Scope of account operating authority

- 4.5 Except to the extent you may limit the authority of an *authorised person* each *authorised person* may act on the *account*. Depending on the *product*, an *authorised person* may:
- draw cheques;
 - overdraw to any extent permitted by us;
 - withdraw money in any manner;
 - give and cancel authorities in our usual form for periodical payments;
 - stop a payment of a cheque drawn on the *account*;
 - access and operate the *account* using an *electronic banking service* in accordance with our banking agreement;

- obtain statements of *account* and any information required concerning the *accounts* generally;
- obtain cheque books and endorse cheques or other instruments payable to your order or if it is a joint *account*, payable to any one or more of you; and
- elect on your behalf to receive *eStatements* and notices electronically (instead of by mail), and cancel that election.

Conducting an account in joint names

- 4.6 Unless otherwise agreed with us when a joint *account* is opened:
- operations on the *account* are governed by the account operating authority;
 - we need not enquire into the circumstances of any instructions any of you may give in relation to the conduct of the *account*;
 - we are authorised to accept for credit of the joint *account*, any cheque or other instrument payable to one or more of you;
 - each of you is liable to us jointly and separately for the *balance owing* (including if we permit an overdraw); and
 - if one of you dies, the surviving accountholder may give instructions and obtains title to the *account*.

5 Instructions

Authorised persons

- 5.1 You authorise us to act on instructions from you or any *authorised person* (including any instructions we believe to have been given by you or an *authorised person*). You acknowledge that for *electronic banking services*, we may require use of a *security code* and use of a *security code* is evidence that the instruction is authorised by you or an *authorised person*. However, also see clause 17 (Liability for transactions).

Form of instructions

- 5.2 Instructions may be given in writing, by telephone, fax or through any *electronic banking service*, subject to execution and provision of any documents we require.
- You are responsible for ensuring the accuracy and completeness of instructions.
- 5.3 You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.

- 5.4 You must ensure your *account* has sufficient funds for the purposes of giving instructions to us.
- 5.5 All instructions are irrevocable and binding on you.
- 5.6 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

How we may act

- 5.7 We may:
- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an *authorised person*. Otherwise, we may refuse to act on incomplete or unclear instructions;
 - act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
 - specify conditions on which we accept any instructions;
 - verify any instruction we receive by contacting you;
 - act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority, result in an *account* being overdrawn, appears to conflict with another instruction from a joint accountholder or if we genuinely believe or suspect the instruction is unauthorised.

Payment instructions

- 5.8 You authorise us to act as the instructing financial institution to send your payment instructions (for example a cheque, traveller's cheque, money order or other similar instrument). You also authorise us and each member of the *Standard Chartered Group* or any third party who receives the payment instructions to act on them as if you had sent the payment instructions directly to them.

Inability to process

- 5.9 If we cannot process instructions, we will attempt to notify you as soon as possible.

Timing

- 5.10 If we receive an instruction on a non-banking day or after our "cut-off time" for a *product*, we may treat it as having been received on the next banking day.

Stopping a transaction

- 5.11 If we are instructed in writing to stop a transaction, we will attempt to do so. However, we are not liable for any *loss* you incur if we cannot do so.

Risks

- 5.12 You acknowledge and accept the risks of giving instructions by telephone, fax or through any *electronic banking service* (including the risk of any instructions being unauthorised or given by an unauthorised person and the risk that any information sent by *electronic banking services* cannot be guaranteed to be secure or free from virus or delay).

Instructions from us

- 5.13 You and each *authorised person* must follow our instructions in connection with a *product* and comply with all applicable laws.

6 Account overdrafts

- 6.1 If you or an *authorised person* makes any withdrawal, payment or other transaction on an *account* (including by cheque or use of a *card* or *electronic banking service*) or any other debit is made to the *account* which would result in:

- a debit (or negative) balance in the *account*; or
- any agreed overdraft limit applying to the *account* under a line of credit or other loan facility being exceeded,

this is known as overdrawing the *account*.

- 6.2 We need not:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an *account*, which would cause an *account* to be overdrawn; or
- transfer funds from any other *account* to the overdrawn *account* in order to effect the withdrawal or transaction.

- 6.3 We may (but need not) allow an *account* to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an *authorised person*.

- 6.4 If we allow an *account* to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the *account* is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any interest which is calculated in accordance with our usual practice and at the interest rate that we notify to you.

7 Notices and communications

Contact information

- 7.1 You must give us in writing your address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with our banking agreement. If these details change you must give us reasonable advance notice in writing before the change has taken place.

Form of notices and communications

- 7.2 Unless otherwise provided in our banking agreement, notices and communications must be legible and sent to the address, telephone number, fax number, email address or mobile phone number last notified.
- 7.3 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches, our ATMs or on our website.

When notices and communications to you are effective

- 7.4 Unless otherwise provided in our banking agreement, our notices and communications to you are effective:
- if sent by fax, at the time shown on the transmission report as being successfully sent;
 - if delivered personally, at the time of delivery;
 - if sent by post, 5 banking days after posting;
 - if sent by email or SMS, 4 hours after we send it unless we receive a delivery failure receipt;
 - if delivered via the online banking inbox, 24 hours after we send it; and
 - if published in daily newspapers, posted at any of our branches, our ATMs or on our website, at the time of publication or posting.

When notices and communications to us are effective

- 7.5 Your communications are effective when we actually receive them in legible form.

Recording of telephone conversations

- 7.6 Subject to any applicable law, you consent to us recording our telephone conversations with you or an *authorised person* (and you confirm you are authorised to provide consent on behalf of the *authorised person*). We may inform that person when we do. We may use the recorded conversations or transcripts in any dispute in connection with our banking agreement.

Digital signatures

- 7.7 Instructions and communications digitally signed and supported by a digital certificate will have the same validity, admissibility and enforceability as if signed in writing.

- 7.8 Any communication that is digitally signed must comply with any applicable law.

Electronic contracts

- 7.9 You are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.
- 7.10 You must not dispute the contents of any communication (including any *application*) sent to us using *electronic equipment*.

Communications to joint accountholders

- 7.11 If you are joint accountholders, communications (including notice of any variation to our banking agreement and any statements (including any *consolidated statements*)) sent to the address you have notified us as the address for receipt of notices and other communications in connection with our banking agreement are taken to be given to all of you.

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 the following:

- *online banking*
- *ATM and debit card services*
- *phone banking*
- *SMS banking and SMS alerts*
- *mobile banking*
- *fund transfer services*
- *point of sale banking*
- *eStatements*.

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 (see clause 5 for more details).

Electronic banking services

8.3 *Electronic banking services*:

- may be directed to any *account* that is linked to a *security code* if it is not possible to direct them in accordance with the instructions you or an *authorised person* gives the *electronic equipment*;
- 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.

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* and not others.

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 the *account* and use of the *electronic banking service* in respect of the *account* is acceptable to us;
- you have registered for the particular type of *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 the *electronic banking service*. We are not liable for any *loss* you incur as a result of any failure to do so.

Application of terms

9.5 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

9.6 If the account operating authority for a joint *account* is "both/all to sign", you agree that each joint accountholder is taken to be subscribing to the *electronic banking services*, and access to the *electronic banking services* is restricted to viewing of information only and not conducting transactions.

9.7 If the operating authority for a joint *account* is "single signing authority", you agree that:

- all joint accountholders may operate the *account* using the *electronic banking services* in accordance with these Customer Terms (even if you are not registered to use the relevant *electronic banking services*); and
- any single joint accountholder may validly give instructions by the *electronic banking services* in connection with that joint *account*.

Operating times

9.8 The *electronic banking 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 *electronic banking services* to be available during all normal operating hours.

Access

9.9 When you or an *authorised person* uses *electronic banking services* you or they must:

- not access the *electronic banking services* using any *electronic equipment* not owned by them or which they are not licensed or authorised to use; and
- take all reasonably practical measures to ensure that any *electronic equipment* from which they access the *electronic banking services* is free of and adequately protected against any computer virus or other malicious software.

Unauthorised overdrafts

9.10 You cannot rely on the operation of the *electronic banking services* to prevent an unauthorised overdraft being created. In particular, 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*. For the consequences of unauthorised overdrafts see clause 6.

Phone banking

9.11 When using phone banking, 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.

Variations

9.12 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*.

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.

10 SMS banking and SMS alerts

SMS banking

10.1 *SMS banking* is only available for mobile phones and 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.

SMS alerts

10.2 There are 2 categories of *SMS alerts*:

Alert type	Description
Automatic alerts	No prior subscription required.
Subscriber alerts	You must subscribe and select the types of <i>SMS alerts</i> which you wish to receive.

10.3 We may vary the types of *SMS alerts* available without notice to you.

Availability of SMS banking and SMS alerts

10.4 *SMS alerts* are sent only when available and practicable.

10.5 The availability and proper functioning of *SMS banking* and *SMS alerts* depends on many variable circumstances, including location, mobile network availability and signal strength, and proper functioning of hardware, software, your mobile network operator and mobile phone.

10.6 We may suspend *SMS banking* and *SMS alerts* temporarily at any time for maintenance and upgrading of services.

10.7 You must pay any charges imposed by your telecommunications provider for using *SMS banking* or *SMS alerts*.

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 equipment* to access the following services for the purposes set out below:

Name of service	Purpose
Interbank funds transfer service	To instruct us to transfer funds from a <i>source account</i> to a specified account with another bank in Malaysia.
Own account funds transfer service	To instruct us to transfer funds between <i>accounts</i> . This service may only be used where all named accountholders are identical across the <i>accounts</i> 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 <i>source account</i> to a specified payee.
Third party intrabank funds transfer service	You and each <i>authorised person</i> may use the 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 any one or more accountholders which is different from those in the <i>source account</i> , or an account known to us to be held by you in different 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.

Fund transfer limits

- 11.3 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.
- 11.4 The preset 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 differing *fund transfer services*. For details of the preset limits, see our website.
- 11.5 You may lower the preset limit for *accounts* by *online banking*. Your personalised limit will apply to all *accounts*.
- 11.6 If you want to increase the limit after lowering it (subject always to the ceiling of the preset daily limit), please contact us.
- 11.7 Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website.

Bill payment services

- 11.8 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 that 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.
- 11.9 Neither you nor any *authorised person* may issue instructions that will cause any limit we set for the bill payment services to be exceeded.
- 11.10 Payees may only receive payments after any minimum processing time we set.

International Telegraphic Transfer Service

- 11.11 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 that 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 that the *online telegraphic transfer* is processed, and not at the time the instruction is entered by you or the *authorised person*.

When we need not execute fund transfer instructions

- 11.12 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:
- the *source account* does not contain sufficient funds to make the fund transfer;
 - you or an *authorised person* did not correctly use the *electronic banking services*; or
 - *circumstances beyond our control* prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

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 registered 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 sheet* or contact us at one of our branches or use phone banking).
- 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*.
- 12.5 We or members of the *Standard Chartered Group* may use *eStatements* to advertise products and services. If you notify us that you do not wish to receive advertisements in connection with our banking agreement, the notification will not apply to advertisements in *eStatements*.

Part D - Cards

13 Cards - generally

We may agree to issue *ATM cards, debit cards, credit cards or prepaid cards*. This clause sets out general provisions which apply to all *cards* we issue. Additional terms apply to specific types of *cards* (see these Customer Terms and the applicable *product terms*).

Issue of cards

- 13.1 We may issue a *card* to you and, if you ask, to each *authorised person*.
- 13.2 A reference to terms and conditions on a *card* is a reference to the terms of our banking agreement.

Card is our property

- 13.3 The *card* remains our property and is not transferable to another person. We may suspend the use of the *card* without notice to you. You must ensure that the *card* (and, if applicable, any software stored on it) is not defaced, damaged, bent or modified, reverse engineered or decompiled, in any way.

Signatures

- 13.4 A *card* must be signed immediately on receipt.
- 13.5 When a *card* is used the signature on any sales draft, credit voucher or other transaction record is binding and conclusive evidence that you have accepted the charges which are charged to a *linked account*. You should keep the transaction records that you or any *authorised person* is given.

Use of cards

- 13.6 *Cards* may be used to pay for goods and services to access cash or perform other transactions as we notify from time to time. However, where a particular function is permitted, this is limited to particular channels as advised. For example, paying for goods and services and accessing cash may be limited to *merchant* terminals or *ATMs* which display the relevant card logo.
- 13.7 A *cardholder* may use a *card* to authorise transactions in any manner we permit from time to time. This may include use of the card number without the physical card.

Transaction limits

- 13.8 We or other financial institutions may impose transaction limits on different types of transactions which may be made using a *card*. For details of the limits we impose, please contact us.

Your liability

- 13.9 Except as otherwise set out in our banking agreement, you are liable for all transactions made using a *card* or the card number.

Expiry date

- 13.10 If a *card* has an expiry date, we may reject any use of the *card* after that date.

Restrictions on use of a card

- 13.11 Neither you nor any *authorised person* may use a *card*:
- for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of Malaysia or by the laws of the country where the purchase is made); or
 - to pay debts incurred in connection with on-line gambling, wagering or betting activities conducted via internet.
- 13.12 We may refuse to approve transactions made using a *card* if we believe or suspect the transactions are illegal, fraudulent, dishonest or unauthorised. However, we need not determine or enquire into the purpose or legality of the transaction.

Overdrafts on linked account

- 13.13 Neither you nor any *authorised person* may use a *card* for a transaction if it would cause a *linked account* to be overdrawn. If the *linked account* is overdrawn, we may refuse to approve the transaction. For the consequences of an unauthorised overdraft see clause 6.

Replacement and renewed cards

- 13.14 If you or an *authorised person* asks, we may issue a replacement *card*. You must pay the applicable replacement fee (see the *tariff sheet* or contact us at one of our branches or use phone banking).
- 13.15 We treat any use of a replacement or renewed *card* as a valid activation of the *card*.

Features on a card

- 13.16 We may enter into arrangements with third parties (including service providers and *merchants*) to offer additional services or features on your *cards*. If offered, these are provided on a best efforts basis only. We are not liable for any *loss* you suffer in connection with these services or features.

Cancellation or expiry

- 13.17 You may cancel a *card* by giving us notice in writing. You must immediately cut into half and return to us any cancelled or expired *card*.

Refunds

- 13.18 A *merchant* must issue a valid credit voucher to make a refund for goods or services purchased by using a *credit card*. We can only credit the *linked account* with the refund when we receive the voucher or other notification from the *merchant's* bank.

Disputes with merchants

13.19 We are not liable for:

- the refusal of any *electronic equipment* or *merchant* to accept the *card*; or
- any defect or deficiency in goods or services supplied to you by any *merchant*.

You must resolve any complaint directly with the *merchant* and no claim against the *merchant* may be set off or claimed against us.

Exchange rate

13.20 Non-local transactions will be converted to local currency at a rate we reasonably consider appropriate (see clause 21.1 (Currency of payment)), which may be a rate set or resulting from procedures adopted by a third party. Any rate imposed is final and conclusive and you bear all exchange risks, *loss*, commission and other bank charges which may be incurred as a result.

Using an ATM card

- 13.21 You or an *authorised person* may use an *ATM card* overseas if you or they comply with exchange controls and other applicable laws in the country where you or they are located.
- 13.22 If you or an *authorised person* uses an *ATM card* overseas and the *ATM* does not allow a choice of *account* for withdrawals, the order of *accounts* we debit is in accordance with our usual practice.
- 13.23 You authorise us to disclose information to parties involved in the provision of *ATM* services and you authorise any such parties to disclose information to us about an *account*, your *PIN/password* and transactions.

14 Debit cards

Where you may use a debit card

14.1 A *debit card* may be used in Malaysia and in most countries overseas.

Pre-authorisation procedure

- 14.2 Some *merchants* are required to specifically authorise transactions using *debit cards*. If this is the case, the transaction is processed as follows:
- the *merchant* debits an amount determined by it (called a "blocked amount") from a *linked account* on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount;
 - the difference between the blocked amount and the transacted amount is released and credited into a *linked account* after we process and pay the transacted amount; and
 - if there is any difference between the transacted amount billed or there is any delayed billing by the *merchant*, we may

make any necessary adjustment by debiting or crediting a *linked account*, in order to reflect the correct transacted amount.

Minimum balance of linked account

14.3 We may set a minimum balance to be maintained in the *linked account* for the use of the *debit card* and we may vary the minimum balance without notice to you.

15 Prepaid cards and gift cards

A *prepaid card* or *gift card* is not a *credit card*, *debit card* or *ATM card*. You should treat your *prepaid card* or *gift card* like cash. If your *prepaid card* or *gift card* is lost or stolen, you are unable to recover any remaining value on the *prepaid card* or *gift card*. If your *prepaid card* or *gift card* is found, the holder can use up the remaining value on it.

Loading value

- 15.1 Value may be loaded on a *prepaid card* at any location we specify. Please contact us for more information. The amount you ask to be loaded on the *prepaid card* is debited from the *linked account*.
- 15.2 Value cannot be reloaded on a *gift card*.

No cash withdrawals on gift cards

15.3 A *gift card* cannot be used to withdraw cash.

Liability

15.4 You are liable for all transactions using a *prepaid card* or *gift card* even if they are not authorised by you.

Recall, expiry or cancellation

- 15.5 We may recall a *prepaid card* or *gift card* or cancel any of the services available in connection with the *prepaid card* or *gift card* at any time for any reason. You must return the *prepaid card* or *gift card* immediately to us if we ask you to do so or if it has expired.
- 15.6 If the *prepaid card* or *gift card* is recalled, expired or its value cancelled, we will give you a refund of the amount of unused value on the *prepaid card* or *gift card* (as determined by us) as soon as reasonably practicable after you return the *prepaid card* or *gift card* to us at one of our branches.

Lost or stolen prepaid cards or gift cards

- 15.7 We are not liable for lost or stolen *prepaid cards* or *gift cards* or the use of any unused value on a lost or stolen *prepaid card* or *gift card*.
- 15.8 When you receive your *prepaid card* or *gift card*, keep a record of its serial number (see the back of the *prepaid card* or *gift card*). If your *prepaid card* or *gift card* is lost or stolen you need to tell us:
- the serial number of the *prepaid card* or *gift card*;

- your name;
- your address;
- your telephone number; and
- any relevant details of the *loss*.

If your *prepaid card* or *gift card* is found, it will be returned to you if you can prove that it is your *prepaid card*.

Part E - Security procedures and liability

16 Security procedures

Security procedures for banking services are very important. You must comply with (and ensure each *authorised person* complies with) all security procedures set out in our banking agreement.

Issue and cancellation of security codes

- 16.1 We may issue (or in some cases, allow you to select) *security codes* to enable you to communicate with us or to give us instructions by *electronic equipment*.
- 16.2 If you want any other person to be able to give us instructions by *electronic equipment* we can issue them with *security codes*, but you must ask us to do so in writing.
- 16.3 You are responsible for *security codes* once we send them to you (or the *authorised person*) even if any other person receives or uses them.
- 16.4 You must instruct us in writing if you want to cancel a *security code* issued to you or an *authorised person*.
- 16.5 We may cancel a *security code* without notice.

Protecting security codes, cheque books and passbooks

- 16.6 You and each *authorised person* must take all necessary steps to prevent unauthorised or fraudulent use of your or their *security codes*, cheque books or passbooks.
- 16.7 For example, you and each *authorised person* must:
- memorise a *PIN/password* and destroy *PIN/password* notifications as soon as possible after receiving or selecting the *PIN/password*;
 - not record any *PIN/password* (except where it is disguised in a way that others are not able to decipher it);
 - when selecting a *PIN/password*, not select an obvious word or number or one that can be easily guessed by someone else (such as a date of birth, middle name, family member's name or telephone number);
 - not voluntarily tell anyone their *PIN/password* or let anyone find out their *PIN/password* – not even family or friends, a joint accountholder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;
 - not record a *PIN/password* (disguised or not) on *electronic equipment* or on a physical device that is a *security code* or computer;

- change *PIN/passwords* regularly or, at minimum, whenever we or our systems require you or the *authorised person* to do so;
- not select a *PIN/password* they have used before;
- not voluntarily give their *security code* to any other person;
- if they use *SMS banking*, not leave their mobile phone unattended or give any person access to their mobile phone in a way that allows them to access *SMS banking* through their mobile phone;
- keep their passbook or cheque book secure (including keeping it in a safe place).

- 16.8 Neither you nor an *authorised person* may keep records (disguised or not) of a *PIN/password* near records of an *account* (such as an *account number*) or other *security code* device. For example:

Never keep *PIN/password* records together with *account records, cards or mobile phones* etc

in a briefcase, bag, wallet or purse (even if in different compartments);

in a car (even if in different areas of the car);

at home in the one item of furniture, even if in different compartments (for example, different drawers of the same bedroom dresser);

in a situation where, if a thief finds a *card*, mobile phone or other physical device to access *electronic equipment* they also find the record of the *PIN/password*.

Loss, theft or misuse of security codes, passbooks or cheque books

- 16.9 You and each *authorised person* must notify us at our contact centre as soon as you or they:
- become aware that your or their *security code*, passbook or cheque book may have been lost or stolen; or
 - suspect that someone knows your or their or any other *authorised person's PIN/password*; or
 - suspect or become aware that there has been unauthorised access to an *account* or use of a *security code*, passbook or cheque book; or
 - become aware that your or their computer or mobile phone which you or they use to access any *electronic banking services* may have been lost or stolen; or
 - become aware that your or their mobile number has changed.

- 16.10 You are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or misused *security code*, passbook or cheque book until you have notified us in writing unless there was a delay due to our communication channels being unavailable.
- 16.11 Our decision in relation to a breach of the security procedures or where a *security code*, passbook or cheque book has been lost or stolen is final and binding on you.

Precautions when using electronic banking services

- 16.12 You and each *authorised person* must take the following precautions when using *electronic banking services*.

Take the following precautions

Not allow anyone else to operate any *electronic banking services* on your or their behalf.

Not leave *electronic equipment* unattended while you or they are on-line to any *electronic banking service*. This applies whether *electronic equipment* is sourced independently of us or provided by us in our branches or other premises.

If you or they access any *electronic banking service* from *electronic equipment* in one of our branches, you or they must ensure that you or they have gone off-line before leaving the branch.

Not access any *electronic banking services* from any *electronic equipment* 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 or their access or otherwise gain access to the *electronic banking service* by that *electronic equipment*, network or environment.

Not allow anyone else to observe your or their *PIN/password* when you or they enter it into any *electronic equipment*.

Requests for security code or account details

- 16.13 After you initially open an *account* or register for *electronic banking services*, we will never contact you or an *authorised person*, or ask anyone to do so on our behalf, with a request to disclose the *account* details or *security code*. If you or an *authorised person* receive such a request from anyone (even if they are using our name and logo and appear to be genuine), you or they must not disclose the *account* details or *security code*. You or the *authorised person* must notify us as soon as possible.

Recovered security code

- 16.14 If you or an *authorised person* recovers a lost or stolen *security code*, you or they must return that *security code* to us without using or attempting to use it.

Consent to videoing

- 16.15 By using a product or *security code* you and each *authorised person* consents to us videotaping or recording you or them on camera at terminals or other facilities where you or they use the *product* or *security code*.

17 Liability for transactions

Disputed transactions

- 17.1 If there is a disputed transaction involving a *card* (except a *prepaid card* or *gift card*), a *card* number or a cheque and the *card* or cheque book was delivered to you or an *authorised person*, you must prove that the *card* or cheque was not used or issued by you or an *authorised person* at the time the disputed transaction was entered into or recorded (otherwise you are liable).

Your liability for transactions

You will be liable for any *loss* incurred if you act fraudulently or due to your wilful misconduct.

- 17.2 You are liable for the following transactions that occur on an *account* linked to a *security code*, passbook or cheque book:
- transactions carried out with your knowledge and consent;
 - transactions carried out by an *authorised person*, unless you have told us to cancel that *authorised person's security code*, and if relevant, you have taken all reasonable steps to have any *security code* device issued by us, returned to us; and
 - transactions carried out by any other person using a *security code*, passbook or cheque book (unless you have told us to cancel that *security code*, passbook or cheque book, and if relevant, you have taken all reasonable steps to have any *security code* device issued by us returned to us). This includes where a transaction which is carried out by someone other than you or an *authorised person* with or without your knowledge and consent, and applies even where you have complied with our requirements regarding safeguarding *security codes*, passbooks or cheque books.

However, this clause does not apply to *prepaid cards* or *gift cards*.

Also see clause 34 which sets out circumstances where we are not liable to you for *loss*.

Part F - Payments

18 Interest, fees and charges

You need to ensure you are aware of and understand the interest, fees and charges referred to in these Customer Terms and additional interest, fees and charges that may be payable by you in connection with our banking agreement. These are set out in the *tariff sheet* or are available by contacting us at one of our branches or by using phone banking.

Our *tariff sheets* and *product brochures* are revised periodically and you must pay the interest, fees and charges applying at the relevant time.

Interest & fees

18.1 You must pay the interest, fees and charges applying to a *product* from time to time. Interest rates and fees and charges are revised periodically. You can find out current rates and fees and charges by contacting us at one of our branches, by using phone banking or by visiting our website.

Service fees

18.2 Additional fees and charges may apply in the case of services provided in connection with a *product*. For example, the use of *electronic banking services*, or for certain types of payments and deposits such as foreign currency deposits and telegraphic transfers (including fees charged by third party service providers).

Government charges

18.3 You must also pay us an amount equal to any government charges and duties (however described) on or in connection with our banking agreement. These are payable whether or not you are primarily liable for those charges and duties.

Withholding tax

18.4 Interest earned by you for a *product* may be subject to withholding *tax* in accordance with applicable law.

18.5 If a law requires you to deduct any *tax* from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the *tax*, pay that amount to the relevant authority in accordance with applicable law and give us the original receipts.

Value added tax

18.6 All payments to be made by you in connection with our banking agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any *tax* of a similar nature. If any of these types of *taxes* is payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of

tax. You must do so at the same time as making the payment.

Default interest

18.7 From the time any amount under our banking agreement is overdue for payment until it is paid, you must pay interest at the *default rate* on the overdue amount when we ask.

Calculation

18.8 Any interest or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice. If we agree to capitalise interest (or if default interest is charged under clause 18.7), we may add to the outstanding principal amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.

No refund

18.9 You are not entitled to any refund of any interest, fee or charge you have paid or subsidy you have received including where you do not use a *product* or our banking agreement ends.

Cancellation by you

18.10 If you end our banking agreement or cancel any *product* before using it, we may retain, or require you to pay, interest, fees and charges in connection with our banking agreement or the *product* before you ended or cancelled it.

19 You indemnify us

19.1 You indemnify us against, and must pay us on demand for, any *loss* we reasonably incur in connection with:

- any *account*, the establishment and provision of any *product* or any other transaction contemplated by our banking agreement;
- searches and enquiries we make in connection with you or a *security provider* (including checking for *insolvency*);
- instructions you or an *authorised person* gives us (including those sent by *electronic equipment*);
- any *tax* payable by us on, or calculated by reference to, any amount paid or payable by you under our banking agreement (excluding any *tax* payable by us by reference to our net income);
- us acting on, delaying or refusing to act on instructions from you or an *authorised person* or taking action against you or an *authorised person*;
- a *default*;

- any amount payable by you under our banking agreement being repaid, discharged or made payable before its due date (the *loss* we incur includes our *loss* in connection with unwinding, terminating or changing arrangements we have made to fund or maintain our funding of any *product*);
 - an increased cost in our funding in connection with a change in law;
 - any person exercising, or not exercising, rights under our banking agreement or any *security* (including enforcement action).
- 19.2 If we ask, you must appear and defend at your own cost and expense any action which may be brought against us in connection with our banking agreement.
- 19.3 You must sign any document we reasonably require to give further effect to this clause including in connection with instructions sent by *electronic equipment* or lost passbooks, cheque books or *security codes*.

20 Payments - generally

We (and each other member of the *Standard Chartered Group*) have rights to set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*). Please see rights of set off below.

Payments in full

- 20.1 All payments you must make to us under our banking agreement must be received by us on the due date in full in immediately available funds in the currency we specify and without set off, counterclaim or deduction or withholding (including on account of any *tax*) unless the deduction or withholding is required by law.

Right of set off

- 20.2 We may set off any amount we owe you against any amount you owe us (whether or not the obligation is matured or contingent). We may also combine or consolidate all *accounts*. If we combine *accounts*, we will apply any credit funds held by you in your *accounts* to reduce the amount owing by you in relation to your other *accounts*. We may do so at any time (even if you are not in *default*).
- 20.3 If you have a joint *account*, we may set off any amount we owe you against any amount owing to us in any one accountholder's *account*.
- 20.4 Each member of the *Standard Chartered Group* may set off any amount it owes you against any amount you owe to it or any other member of the *Standard Chartered Group* (whether or not the obligation is matured or contingent). Each member of the *Standard Chartered Group* may also combine or consolidate all *accounts*. If any member of the *Standard Chartered Group* combines *accounts*, any credit funds held by you in your *accounts* will be applied to reduce the

amount owing by you in relation to your other *accounts*. Each member of the *Standard Chartered Group* may do so at any time (even if you are not in *default*).

- 20.5 If you have a joint *account*, each member of the *Standard Chartered Group* may set off any amount it owes you against any amount owing to it or any other member of the *Standard Chartered Group* in any one accountholder's *account*.
- 20.6 For the purposes of clauses 20.2, 20.3, 20.4 and 20.5, each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate they reasonably consider appropriate.

Banking days

- 20.7 Unless otherwise stated in the *product terms*, if an amount is due on a day which is not a banking day, you must still pay it on or before that day.

Debiting accounts

- 20.8 We may debit (without notice to you) any interest, fees, charges or any other amount you owe us in connection with a *product* to the *account* for the *product*.

Insufficient funds

- 20.9 If you have insufficient funds in any *account* in respect of which we are entitled to debit amounts you owe us, yet we still decide to debit the *account*, our action does not constitute a waiver or otherwise affect our rights under our banking agreement.

How we apply payments

- 20.10 Payments are taken to be made when we credit them to the *account*. We do this as soon as practicable after receipt.
- 20.11 Unless set out in the *product terms* or you direct us otherwise, we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

Payments into suspense account

- 20.12 We may place in a suspense account any payment we receive in connection with our banking agreement for so long as we consider appropriate. This is to protect our rights against other amounts you or a *security provider* may owe us.

Insolvent payments

- 20.13 Under *insolvency* law, a person may demand the refund of a payment we have received under our banking agreement. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under our banking agreement as if the payment had never been made.

21 Currency conversion and indemnity

Currency of payment

- 21.1 We may make currency conversions in respect of any amount received by us from you or due to you from us at a rate we reasonably consider appropriate. You indemnify us for any shortfall arising from the conversion.

Payment in other currency

- 21.2 You waive any right you have in any jurisdiction to pay any amount other than in the currency in which it is due. If we receive an amount in a currency other than that in which it is due:
- we may convert the amount into the due currency on the date and at rates we reasonably consider appropriate. We may deduct our costs incurred in the conversion; and
 - you satisfy your obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

Currency restrictions

- 21.3 You must comply with all exchange control laws in connection with our banking agreement. If a country restricts the availability or transfer of its currency, we need not make any payment to your account in that currency. We may make the payment in any currency we consider appropriate.

Currency conversion on judgment debt

- 21.4 If a judgment, order or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:
- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt; and
 - the costs of conversion.

Part G - Information, statements and records

22 Information you give

Information must be correct

22.1 Each time we offer a *product* to you or you use a *product*, we rely on the information you give to us. It must be correct, complete and not misleading.

You must notify us if you become aware that any information you have given is incorrect or misleading.

What you must give us

22.2 If we ask, you must give us any information about or documents in connection with:

- our banking agreement; or
- your financial affairs.

All information or documents must be in the form we require and certified by you to be true.

22.3 You must get the consent of other persons named in a customer information form, an *application* or any *authorised person* to our collection, holding and use of their personal information.

Representations

22.4 You represent and warrant that:

- your obligations under our banking agreement (and the obligations of any *security provider*) are valid, binding and enforceable;
- all the information given by you or on your behalf is correct, complete and not misleading and each representation made by you to us is correct and not misleading;
- since the date the information was given there has been no change in your financial circumstances which may have a material adverse effect on your ability to meet any of your obligations to us;
- you have not withheld any information that might have caused us not to enter into our banking agreement or provide any *product* to you;
- unless otherwise stated in the *application*, you are not entering into our banking agreement or transacting with us as a trustee, agent or nominee. (This means you are liable as principal);
- if we accept your *application* to enter into our banking agreement or transact with us as a trustee, executor, agent or nominee, you are authorised to do so;
- you are not in *default* and no event has occurred which may, with the giving of notice

or lapse of time or fulfilment of any condition, become a *default*.

You repeat these representations and warranties every time you apply for a *product* or make any transaction on a *product* or *account*. You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

23 Information we give

Any information we give to you is for reference purposes only. We are not liable for the accuracy or completeness of the information given.

24 Information we disclose

24.1 You consent to each member of the *Standard Chartered Group*, its officers, employees, agents and advisers disclosing information relating to you (including details of the *accounts*, *products* or any *security*) to:

- our head office and any other member of the *Standard Chartered Group* in any jurisdiction ("*permitted parties*");
- professional advisers, service providers or independent contractors to, or agents of, the *permitted parties*, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the *permitted parties*;
- any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- any credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection, or any *permitted parties*;
- any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the *permitted parties*;
- a *merchant* or a member of a *card association* where the disclosure is in connection with use of a *card*;
- any *authorised person* or any *security provider*;
- anyone we consider necessary in order to provide you with services in connection with an *account*.

24.2 We may disclose your information to parties specified in clause 24.1 (Information we disclose) for the purposes of:

- understanding your needs;
 - risk management;
 - outsourcing or consolidating our operations;
 - any sale of assets or corporate exercise;
 - procuring credit protection; or
 - undertaking any note issue.
- our records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them; and
 - any certificate or decision we make about a matter or an amount payable in connection with our banking agreement is conclusive evidence.

25.7 You acknowledge that we may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as we consider appropriate after such time as permitted by applicable law.

25 Statements and records

- 25.1 We issue statements for *accounts* periodically as set out in the *product terms*. However, we may not issue statements if an *account* is inactive, there have been no transactions since the previous statement or where we are not required by law to do so. You may ask for a single statement for each account or a *consolidated statement* (if available). You are responsible for checking them for errors. Information about *accounts* (including the *balance owing*) may be obtained at any other time by contacting us.
- 25.2 If your instructions are to give you a *consolidated statement* (if available) you acknowledge that we will not also issue separate statements for individual *accounts*.

If you think there is a mistake

- 25.3 You should retain all transaction records to enable you to verify entries. You must check these entries and your passbook entries for accuracy as soon as you receive your statement. You must report any mistaken or unauthorised transactions to us as soon as possible. Unless otherwise stated in the *product terms*, if you do not report any mistake within 21 days after the date of the statement, we treat the statement as correct.
- 25.4 The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-banking days and after “cut-off” time on banking days may be held over to be processed on the next banking day.

Reversals

- 25.5 We may cancel, reverse or debit any payment we make under our banking agreement (including any interest paid) and make any corresponding adjustments to an *account*.
- to correct a mistake;
 - where we have not received cleared and unconditional funds in full or promptly;
 - where we are required to return the funds to the relevant payer or drawer; or
 - where we have reasonable grounds for doing so.

Our records are conclusive

- 25.6 Unless there is an obvious mistake:

Part H - Termination, suspension and enforcement

26 How our banking agreement, or your use of a product, ends

Termination by either party

- 26.1 Either you or we may end our banking agreement or your use of a *product* by giving the other party prior notice in writing in accordance with our banking agreement.
- 26.2 If you have more than one *account*, you may not cancel certain *electronic banking services* for any one *account* only (unless we otherwise agree).

Termination by us

- 26.3 We may end our banking agreement or your right to use any *product* with or without notice to you if:
- you or any *security provider* have given us incorrect, incomplete or misleading information or made a representation or warranty that is incorrect or misleading; or
 - you have breached any term of our banking agreement or any other arrangement you have entered into with a member of the *Standard Chartered Group* or a *security provider* has breached any term of any *security*. (This includes if you or a *security provider* has not paid us an amount required or ensured there are sufficient funds available in an account which has been nominated for debiting payment.); or
 - another financial institution has suspended or terminated your use of any banking facility; or
 - you or any *security provider* becomes *insolvent* or any of your or their assets are subject to *insolvency* proceedings; or
 - you or any *security provider* dies or becomes incapacitated; or
 - you or any *security provider* acts fraudulently or dishonestly; or
 - any of your or any *security provider's* property is subject to enforcement of a judgment by any party; or
 - you are convicted of a crime; or
 - legal proceedings to recover debts or criminal proceedings are commenced against you; or
 - any other event of default set out in our banking agreement occurs; or
 - performance of any obligation by either you or us under our banking agreement or a *security provider* under any *security* is or is

likely to breach a law or a requirement of any authority.

Additional rights to terminate

- 26.4 The *product terms* or these Customer Terms may specify additional circumstances in which you or we may end your right to use a *product*.

27 Suspension

We may suspend providing a *product* at any time for any reason (even if there is no *default*). If we do, we notify you as soon as practicable. We agree to suspend provision of a *product* if you ask us to do so in writing.

28 Stopping a transaction

We may stop certain transactions being conducted using a *product* at any time if:

- you have breached any term of our banking agreement or any other arrangement you have entered into with a member of the *Standard Chartered Group*; or
- we suspect a transaction on an *account* may be illegal; or
- there is a dispute over who owns funds in an account; or
- we must do so to comply with a court order or order from an authority.

If we stop a transaction being conducted using a *product*, we notify you as soon as practicable.

29 Conversion of accounts

We may convert any *account* into another type of *account* if we consider it appropriate to do so and we give you reasonable notice in writing before we do so. If you do not instruct us that you want to close the *account* before expiry of the notice period, we will proceed to convert the *account*.

30 What happens on termination

Banking agreement

- 30.1 After our banking agreement ends, you must:
- not use any *product*;
 - immediately repay all amounts owing to us including the total of the *balance owing* for all *accounts*;
 - do any other thing which our banking agreement requires to be done when your right to use the *product* ends.

Specific products

- 30.2 After your right to use a specific *product* ends, you must:
- not use the *product*;
 - immediately repay all amounts owing to us (including the *balance owing* for the *account* for that *product*);
 - do any other thing which our banking agreement requires to be done when your right to use of the *product* ends.

No effect on rights and liabilities

- 30.3 Ending our banking agreement, or the right to use a *product*, does not affect any of the rights and obligations of either of us, which arose before it ended. You are not entitled to any refund of any fee or amount paid or subsidy received in connection with any *product*. All provisions in our banking agreement in connection with clawbacks, indemnities, limitation of liability, disclosure of information, set off, currency conversion, *tax*, and the provisions in Part I (Security) and Part J (General) survive termination of our banking agreement.

Review of entitlements

- 30.4 After our banking agreement ends, we may review and withdraw any promotional or preferential arrangement that applies to you.

31 Enforcement

We may take any action we consider appropriate to enforce our banking agreement or any *security* including:

- employing any third party agent to collect any amount owing to us;
- attaching the *balance owing* for your *accounts* to your or a *security provider's* property;
- taking steps to enforce our rights against your or a *security provider's* property such as by lodging caveats;
- commencing legal proceedings against you or a *security provider*.

Part I - Security

32 Security

Banker's lien

32.1 In addition to any other *security* we require to secure the *balance owing* for your *accounts* and any amount which you may owe us in the future, all your credit balances, money, securities, documents, instruments and other valuables deposited with us are, on deposit, subject to a banker's lien to us. Without limiting our other rights, we may set off any such amounts against, or apply the lien as security for, any obligations you owe to us. If you are in *default*, we may sell or deal with the property to satisfy your obligations to us. We may do so without notifying you.

Security over all assets

32.2 In addition to any other *security* we require and our banker's lien under clause 32.1, we hold all your assets (including those assets deposited with us for any purpose) as security for the *balance owing* for your *accounts* and any amount which you may owe us in the future. Without limiting our other rights, we may set off any such amounts against, or apply the *security* created by this clause as security for, any obligations you owe to us. If you are in *default*, we may sell or deal with your assets to satisfy your obligations to us. We may do so without notifying you.

Further security

32.3 You must do anything we ask (such as obtaining consents, signing and delivering documents and getting documents completed and signed) to:

- provide further or more effective security to us to secure any *balance owing* for your *accounts* and any other amount which you may owe us in the future; and
- to allow us to exercise our rights in connection with your assets.

No dealings

32.4 You must not create or allow to exist any *security interest* or otherwise deal with any assets that are the subject of *security* without our consent.

Security continues until release

32.5 Any security continues until we have released it.

Appointment as attorney

32.6 You irrevocably appoint us and any other person we nominate as your attorney to execute documents and take other action that we consider necessary to perfect and enforce any *security* (including dealing with any of the assets which are the subject of the *security*).

33 Valuation and insurance

Valuation

33.1 If we ask, you must arrange, pay for and provide us with a valuation report in connection with the assets that are the subject of any *security*. Any valuation report must be in accordance with any requirements we specify. Alternatively, we may obtain a valuation report at your cost.

Insurance

33.2 For some *products*, we require insurance to be maintained, for example life insurance or insurance over any assets which are the subject of *security*. Any insurance policy must be with an insurer that we approve and for the risks that we specify. Alternatively, we may require you to pay for insurance we arrange.

33.3 Our interest must be noted on the insurance policy and you must ensure that any amount paid by the insurer under the policy is paid to us. If we ask, you must give us a copy of the policy.

33.4 If we arrange insurance for your benefit, you must pay all amounts the insurer requires in connection with the policy. If a claim is unsuccessful, you may not claim against us and we are not liable for any *loss* you incur.

Part J - General

34 General

Exclusion of liability

34.1 Unless a law prohibits us from excluding or limiting our liability, we are not liable for any *loss* you incur in connection with our banking agreement (including in connection with the provision of any *product*, unavailability or improper functioning of an *electronic banking service*, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our banking agreement, misrepresentation, your or an *authorised person's* instructions or any unauthorised instructions, termination of our banking agreement, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the *loss* arises for any reason and even if the *loss* was reasonably foreseeable or we had been advised of the possibility of the *loss*. However, we are liable for your direct loss to the extent it is directly caused by our fraud or wilful misconduct. This clause 34.1 is subject to clause 17.

We take no responsibility for your decisions

34.2 We are not responsible for any decision you make:

- to enter into our banking agreement;
- to use any *product*;
- about any features of any *product* (including the interest rate or any fees or charges payable under it).

While some employees are authorised to give you certain types of information about our *products*, neither our employees nor our agents have any authority to make representations or predictions or give any opinion about anything in connection with our banking agreement.

We are not liable for any *loss* if they act without authority. However, if you consider that any representation has been made to you that is not set out in our banking agreement, you need to give us details in writing so that we can clarify it.

If you, any *authorised person* or any *security provider* has any concerns about these things, the terms of our banking agreement or any *security*, we recommend you or they get help from an independent financial adviser or lawyer.

Other services

34.3 We are not responsible for any services through which you or an *authorised person* accesses any *electronic banking services* or by which you or an *authorised person* obtains any *security codes* that are not controlled by us 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 charges in connection with it.

Hyperlinked sites

34.4 We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on our website. We are not responsible for any *loss* you incur in connection with those hyperlinked sites.

Circumstances beyond our control

34.5 We are not liable for any *loss* you incur in connection with our inability or delay in receiving or executing instructions due to any *circumstances beyond our control*.

34.6 If any circumstances *beyond our control* occur, we may take any action we consider appropriate in connection with your *account*.

Further steps

34.7 You must do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- to bind you and any other person intended to be bound by our banking agreement;
- to show whether you are complying with our banking agreement; and
- to confirm anything done by us in the proper exercise of our rights under our banking agreement.

Prompt performance

34.8 If our banking agreement specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

Time of the essence

34.9 Time is of the essence in respect of your obligations to pay any money.

Waiver

34.10 A provision of our banking agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

Variation of our banking agreement

34.11 You acknowledge that various features of a *product* may be changed from time to time, including fees (such as foreign currency conversion fees, late payment fees), interest rates, the basis for calculating interest rates and the margin without notice to you. However, we may also vary any of the other terms of our banking agreement by notice to you in accordance with our usual practice and in accordance with any applicable law. This may include giving notice to you by public announcement as set out in clause 7.3. The *product terms* may set out specific steps we must follow to effect a variation.

Additional services

34.12 From time to time we offer incentive programmes or value added services in connection with a *product* offered by us or a third party. We may vary or withdraw the programmes or services at any time. Please contact us if you want to find out more information about the terms of the programmes or services.

How we may exercise our rights

- 34.13 We may exercise a right or remedy, give or refuse our consent or approval in connection with our banking agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.
- 34.14 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 34.15 Except for a waiver or variation in accordance with clause 34.10 or 34.11, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.
- 34.16 We are not liable for any *loss* caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.
- 34.17 Our rights and remedies under our banking agreement and any *security*:
- are in addition to other rights and remedies given by law independently of our banking agreement or the *security*;
 - do not merge with and are not adversely affected by any other *security* and may be executed independently or together with any rights or remedies including under any other *security*; and
 - may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise; and
 - are not affected by any payment, settlement or any thing which might otherwise affect them at law including:
 - us varying our banking agreement such as by providing you with additional *products* or replacing existing *products*;
 - you opening an *account*;
 - an *account* not being active;
 - us releasing you or a *security provider* or giving them a concession, such as more time to pay;
 - the fact that we release or lose the benefit of any *security*;
 - the death, mental or physical disability or *insolvency* of any person (including you or a *security provider*).

34.18 Our rights and remedies under our banking agreement may be exercised by any of our authorised employees or any other persons we authorise.

Complying with a court order

34.19 If we are served with a court order, we act in accordance with the court order and you must not commence proceedings against us in relation to our actions under the court order.

Consents

34.20 You must comply with all conditions in any consent or approval we give in connection with our banking agreement.

Conflicting claims

34.21 If we consider any funds in any *account* may be subject to conflicting claims, we may take action (including getting legal advice or taking legal proceedings) to determine the matter. We may act in accordance with any determination and we are not liable to you for any *loss* you incur.

Indemnities

34.22 The indemnities in our banking agreement are continuing obligations, independent of your other obligations under them. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with our banking agreement.

Commissions

34.23 We may pay or receive a fee or commission to or from a third party if you are introduced to us or by us (if required by law, after you have consented to the introduction). If you ask we will give you details of those arrangements.

Outsourcing

34.24 We may employ independent contractors and agents (including correspondents) to perform any of our obligations under our banking agreement or provide a *product* on terms we consider appropriate.

Dealings

- 34.25 You must not assign or transfer your rights and obligations under our banking agreement to anyone without our consent first.
- 34.26 We may assign or otherwise deal with our rights under our banking agreement (including any particular *product* or *account*) in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in our banking agreement) any right of set off or other rights you have against us. If we ask, you must execute and give us or any other person we specify any document we reasonably require for this purpose.

No breach

34.27 Nothing in our banking agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority.

We act on banking days

34.28 We only act on certain instructions or provide a *product* on a banking day.

Opening further accounts

34.29 We may open an *account* to administer any transactions for any *product*.

Severability

34.30 If and to the extent that an applicable law is inconsistent with our banking agreement in a way that would otherwise have the effect of making:

- a provision of our banking agreement illegal, void or unenforceable; or
- a provision of our banking agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law,

then the law overrides our banking agreement to the extent of the inconsistency, and our banking agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omitted).

If any term of our banking agreement is invalid, unenforceable or illegal in a jurisdiction, that term is read as varied or severed (as the case requires) only for that jurisdiction. All other terms continue to have effect in that jurisdiction.

Third party rights

34.31 Our banking agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- a member of the *Standard Chartered Group* may enforce any rights or benefits in our banking agreement;
- a member of the *Standard Chartered Group* may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in our banking agreement; and
- a person who is a permitted successor or assignee of the rights or benefits of our banking agreement may enforce those rights or benefits.

No consent from the persons referred to in this clause is required for the parties to vary or rescind our banking agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

Change in constitution

34.32 All *securities*, agreements, obligations given or undertaken by you or a *security provider* remain valid and binding despite any change in our, your or a *security provider's* constitution by amalgamation, consolidation, reconstruction, death, retirement or otherwise.

Anti-money laundering and counter terrorism financing

34.33 In order to comply with anti-money laundering laws, counter terrorist financing laws, regulations and policies (including our policies), reporting requirements under financial transactions legislation and requests of authorities, the *Standard Chartered Group* may be:

- prohibited from entering or concluding transactions involving certain persons or entities; or
- required to report suspicious transactions to an authority. Transactions impacted include those that may:
 - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
 - involve persons or entities which may be the subject of sanctions.

34.34 A member of the *Standard Chartered Group* may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment. Payment screening may cause a delay in processing certain information.

34.35 No member of the *Standard Chartered Group* is liable for any *loss* arising out of any action taken or any delay or failure by us, or a member of the *Standard Chartered Group*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above.

Counterparts

34.36 Our banking agreement may consist of a number of copies, each signed by one or more parties. The signed copies form one document.

Governing law

34.37 Our banking agreement is governed by the laws of Malaysia.

Jurisdiction

34.38 The parties submit to the non-exclusive jurisdiction of the courts of Malaysia. We may take enforcement action and initiate proceedings in the courts of any other jurisdiction where you have assets. To the extent allowed by law, we may take proceedings in any number of jurisdictions at the same time. You may only initiate an action in the courts of Malaysia.

Serving documents

34.39 Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address last notified.

Part K - What to do if you have a complaint

35 What to do if you have a complaint

- 35.1 We aim to provide excellent customer service. If you think we have failed, you should let us know so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you with a better service in the future. You can get more details on how and where to make a complaint at any of our branches and at our website www.standardchartered.com.my.

Part L - Meaning of words

36 Meaning of words

You also need to refer to the *product terms* which also define key words specifically applicable to the *product*. If a word defined in these Customer Terms is also defined in any *product terms*, the definition in the *product terms* applies for the purposes of the applicable *product*.

account means, for a *product*, the account opened and maintained by us for you in respect of it.

application means a Standard Chartered Bank application form signed by you together with all related forms and consents signed by you in connection with the application.

approval means, for a *product*, our confirmation to you that use of the *product* is approved by us.

ATM means an automated teller machine.

ATM card means the card or other device through which you may access an *account* by an *ATM*, together with the relevant *PIN/password*.

authorised person means any person you authorise (either alone or collectively) and we approve to operate an *account* and to act on your behalf in giving instructions, to perform any other acts under our banking agreement or use any *product*. It includes a *cardholder* or any other person given a *security code* to allow them to give instructions.

balance owing means, for a particular *account*, at any time, the difference between all amounts credited and all amounts debited to you in connection with that *account* at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

card means an *ATM card*, a *debit card*, a *credit card*, a *prepaid card* or a *gift card* or all of them, as the context requires.

card association means Visa International, MasterCard International or any other card association.

cardholder means, for an *account*, each person to whom we issue a *card* on the *account*.

credit card means a credit card with the branding of a *card association* issued by us to you in accordance with credit card *product terms*.

circumstances beyond our control means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

consolidated statement means a single statement setting out details (including the *balance owing*) of all *accounts*.

debit card means the card or other device issued by us to you, with which you may make payments by direct debit from an *account*. A *debit card* may also be an *ATM card*.

default means any of the events described or referred to in clause 26.3 (Termination by us);

default rate means, for a *product*, the rate of interest we charge from time to time on overdue amounts for the *product* (which is higher than the usual interest rate).

electronic banking services means services provided by us which enables you or an *authorised person* to obtain information from us or give instructions to us through *electronic equipment*.

electronic equipment means any electronic equipment including an electronic terminal (for example, a *merchant* terminal or *ATM*), computer, television, fax machine, telephone and mobile telephone.

eStatement means statements sent to or accessed by you by electronic means.

existing product or service means a product or service of a type the subject matter of which is covered by the terms of our banking agreement to the extent they are subject to separate terms and conditions.

fund transfer services means the services provided by us which enable you to transfer funds from the *source account* to another account under the *electronic banking services*.

gift card means a stored value non-reloadable card with a card logo issued to you by us.

insolvency or insolvent if any corporate action, legal proceedings or other step in relation to:

- suspension of payments, moratorium of indebtedness, bankruptcy or composition or arrangement with creditors;
- the appointment of a receiver, administrator in respect of you or any of your assets;
- expropriation, attachment, sequestration, distress or execution affecting any of your assets or the enforcement of any security over your assets; or
- any thing have a substantially similar effect to any of these things happening in any jurisdiction.

linked account means an *account* which is linked to a *card*.

loss includes any loss, damage, demand, claims, liabilities, costs (including legal costs), charges and expenses of any kind.

merchant means a merchant at whose outlets we have authorised the use of *cards*.

online banking means the *electronic banking services* provided by the internet.

online telegraphic transfer means an instruction given by you or an *authorised person* by the *electronic banking services* for an international funds transfer.

PIN/password means the personal identification number or question or other code or information given to, or selected by, you or an *authorised person* that is

used to confirm your or their identity when they access an *account*.

point of sale banking means use of a *card* by you or an *authorised person* at a *merchant's* terminal (for example, ePOS, EPS, NETS).

prepaid card means a stored value reloadable card with a card logo issued to you by us.

product means each facility, product or other service we may from time to time make available to you under our banking agreement.

product brochure means, for a *product*, a brochure describing the features of the *product*. The brochure may not necessarily be called a 'product brochure'.

product terms means, for a *product*, the specific terms and conditions that apply to it, in addition to these Customer Terms. These are available to you at our branches and our website and may include a *product brochure*.

security means any *security interest* granted to us in connection with our banking agreement. It includes any *security interest* given under Part I (Security).

security code means a *PIN/password* or a physical device (for example, an *ATM card*, a *debit card*, *credit card*, token or electronic key) that you or an *authorised person* must use to confirm your or their identity when you or they access an *account*.

security interest means any security for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity.

security provider means each person who provides *security*.

SMS means a Short Message Service using a mobile telephone.

SMS alerts means the *electronic banking service* provided by *SMS*, by which we send you *SMS* messages to alert you to certain types of transactions or to provide certain financial information, as offered by us and selected by you.

SMS banking means the *electronic banking services* provided to you by *SMS*, by which you have access to *accounts*.

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*.

Standard Chartered Group means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

tariff sheet means, for a *product*, a document (which may not necessarily be called a 'tariff sheet') setting out some of the fees and charges that may apply to the *product*.

tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of it).

we means each member of the *Standard Chartered Group* identified in the *application* or the approval as

the person providing the *product* (or any component of the *product*) to you, and its successors and assigns.

you means the person named as the "applicant" in the *application*. If there is more than one, you means each person separately as well as every 2 or more of them jointly.

The singular includes the plural and vice versa.

Headings in these Customer Terms are for convenience only and do not affect their interpretation.

A reference to:

- "our banking agreement" means the agreement between you and us made up of the documents set out in clause 1.3;
- a "banking day" is a reference to a day when banks are open for general banking business in Kuala Lumpur;
- "person" includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
- a reference to a person includes that person's executors, administrators, successors, substitutes (including by novation) and assigns and our banking agreement binds those persons;
- "including", "such as" or "for example" when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
- a reference to a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;
- a document includes any variation or replacement of it; and
- a reference to any thing includes any part of it.



Credit Card Terms

www.standardchartered.com

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Important notice

You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *credit card products*. **You must read it in conjunction with our Customer Terms, the *product brochure* and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our Customer Terms, these terms prevail. If at the date of an *application*, we already provide you with an *existing product or service* of the type contemplated by these *product terms*, you and we agree that our banking agreement replaces the terms and conditions previously applying to the *existing product or service*. However, any authority, appointment, direction or limit on the *existing product or service* continues to apply.

Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

1 Choosing the product that is right for you

We offer a variety of *credit card products* designed to suit your personal banking needs. The particular types of *credit cards* we offer are set out in the *product brochures*. If you need us to explain any of the features of, or the terms applying to, any *credit cards*, please contact us.

2 The credit cards

Issue of credit cards

- 2.1 We may issue a *credit card* to you and, if you ask, to each *supplementary cardholder*.

Collection

- 2.2 We send the *credit card* (and any replacement *credit card*) to your address last notified to us unless you notify us in writing that you want to collect the *credit card* from us.

Activation procedures

- 2.3 Each *cardholder* must comply with any activation procedures notified from time to time.

Using the credit card

The terms of our banking agreement apply to each use of a *credit card*. If a *cardholder* does not agree with those terms, they should not sign the *credit card* or carry out any transaction.

- 2.4 You accept the terms of our banking agreement when you first use the *credit card*.
- 2.5 You must ensure that only the person issued with a *credit card* uses it.

Supplementary cards

- 2.6 We send any *supplementary cards*, their *PINs/passwords* and all communications relating to them to you.
- 2.7 Any communication we give to you or any *supplementary cardholder* is taken to be given to all of you.
- 2.8 You and each *supplementary cardholder* agree to be bound by the instructions that any of you give us.

Corporate cards

- 2.9 If you have a *corporate card*, you are jointly and severally liable with your employer for any *balance owing* on your *corporate card*.
- 2.10 If you resign from your employment or your employment is terminated by your employer, you must:
- immediately terminate the *account* for the *corporate card* by notifying us in writing;
 - cut into half and return the *corporate card* to us; and

- immediately pay the *balance owing* for the *account* for the *corporate card* together with any other amounts owing in connection with *corporate card* transactions which have not actually been debited to the *account* for the *corporate card*.

Co-brand cards

- 2.11 We may convert a *co-brand card* to another type of *credit card*.
- 2.12 We are not liable for any representations, promotions or obligations made by a business alliance partner.

3 Credit limit

Credit limit

- 3.1 We notify you of the *credit limit* when your *application* has been approved. We may vary the *credit limit* at any time.
- 3.2 The *credit limit* is an overall limit that applies to all *credit cards* issued to you.

Exceeding your credit limit

- 3.3 It is your responsibility to ensure that the *credit limit* is not exceeded.
- 3.4 In calculating whether the *credit limit* has been exceeded, we may take into account:
- any transaction made using the *credit card* but which has not been debited from the *account* for a *credit card*; and
 - any authorisation we have given to a third party in connection with a proposed transaction using the *credit card*.

Credit limit exceeded

- 3.5 If you exceed the *credit limit* or any temporary *credit limit* extension has expired, you must immediately pay us that part of the *balance owing* for the *account* for the *credit card* which exceeds the *credit limit* in addition to any payment we require.

4 Cash advance

How to obtain a cash advance

- 4.1 You may obtain a *cash advance* using your *credit card* at one of our branches, other financial institutions displaying the logo of a *card association* and any VISA PLUS or MasterCard Cirrus ATM.

Maximum limit on cash advance

- 4.2 A *cash advance* is only available up to the maximum amount the person providing the advance permits. For details of the maximum amount we permit contact us.

5 Balance transfer

- 5.1 If you ask, we may permit a *balance transfer* subject to any conditions we specify.

- 5.2 You should continue to make any required payments to the account from which you transfer a balance until we confirm that the account has been credited. We are not liable for any overdue payment or interest incurred relating to the account from which you transfer a balance.
- 5.3 Any payment made on your *account* for the *credit card* will first be applied to reduce the *balance transfer* before any other *balance owing*.

6 Interest, fees and charges

- 6.1 Interest, fees and charges (including finance charges, cash advance fees, overlimit fees, annual fees and administrative fees) are set out in the *tariff sheet*.
- 6.2 Unless otherwise specified, interest is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year) and compounded on monthly basis or such other basis we choose.
- 6.3 Interest is charged until the date the *balance owing* is paid in full.
- 6.4 You must pay all costs such as debt collection fees we incur in connection with the *credit card* on demand.

7 Liability

General

- 7.1 You are liable for:
- any failure by any *cardholder* to comply with the terms of our banking agreement;
 - all transactions made using a *credit card* (except for disputed transactions where you prove otherwise in accordance with clause 17 of the Customer Terms);
 - the *balance owing* for the *account* for a *credit card* (including all amounts debited and credited to the *account* for the *credit card* by any *supplementary cardholder*); and
 - any transactions where we could otherwise have exercised chargeback rights if you do not notify us of the transactions and provide any further documents or information we require within the time periods required.

Liability of supplementary cardholders

- 7.2 Each *supplementary cardholder* is liable for transactions made using their *supplementary card*.

Disputes between you and supplementary cardholders

- 7.3 Our rights and obligations relating to you and each *supplementary cardholder* are not affected by any dispute or claim you and the *supplementary cardholder* may have against each other.

Purchase of goods or services

- 7.4 We are not liable for:

- the refusal of any *merchant*, financial institution or other person to accept the *credit card*; and
- any defect or deficiency in goods or services supplied to you by any *merchant*, financial institution or other person.

You must resolve any complaint against any *merchant*, financial institution or other person and no claim against any of them may be set off against us.

Third party services offered with credit cards

- 7.5 Some types of *credit cards* give you access to services provided and paid for by third parties. For example, if you hold a Motorist Club Visa or Visa Infinite Credit Card you may enjoy a 24-hour Auto-Assist Emergency Assistance. You are liable for the cost of any medical, legal or other services provided under these third party services. You acknowledge that the third party service providers do their best to provide the services to *cardholders* and that the services may not always be available (for example, because of time, distance or location). Neither we nor the third party service provider, or in the case of the above example, AXA Assistance Singapore PTE LTD, is liable to you for any *loss* in connection with any service or its unavailability.

- 7.6 We are also not liable to holders of a *credit card* with access to Emergency Cash Withdrawal for any *loss* they suffer if we are unable to give immediate effect to an Emergency Cash Withdrawal, replacement card or any other facilities we offer in connection with the *credit card*.

The Customer Terms include additional provisions relating to your liability to us and exclusions or limits on our liability. See, for example, "You indemnify us" and "Exclusion of liability".

8 Additional services for your account

Additional services

- 8.1 We may offer additional services for your *account*. These may include reward programmes, balance transfer schemes, payment arrangements and any other services which you can find out more about by contacting us at one of our branches or by using phone banking.
- 8.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.
- 8.3 For details of any reward or other loyalty program applying to the *credit card*, please refer to our banking agreement or contact us.

Insurance benefits

- 8.4 We may offer complimentary insurance in connection with a *credit card*. If you take up the offer:
- we may arrange the insurance policy on your behalf;
 - you pay any costs incurred in making a claim under the insurance policy; and
 - you must not claim against us and we are not liable for any *loss* you incur if a claim is unsuccessful for any reason (even if we are negligent),

9 Payments

Payment by due date

- 9.1 On or before the due date set out in the statement we issue for your *credit card*, you must pay at least the minimum payment due as set out in the statement.
- 9.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.
- 9.3 If an amount is due on a day which is not a banking day, you must pay it on or before the next following banking day.

Calculation of minimum payment

- 9.4 We calculate the minimum payment in accordance with our usual practice. Please refer to your statement or contact us for further information.

Currency of transactions

- 9.5 If any transaction made using the *credit card* is not denominated in the currency of Malaysia, we convert the amount of the transaction to the currency of Malaysia in accordance with our usual practice and our banking agreement.

What happens if you do not pay

- 9.6 If we do not receive the *balance owing* for the *account* for a *credit card* on or before the due date we may charge and debit from the *account* for a *credit card* finance charges as set out in the *tariff sheet* or elsewhere in our banking agreement.
- 9.7 If we do not receive the minimum payment on or before the due date:
- you must pay a late payment charge as set out in the *tariff sheet* or elsewhere in our banking agreement;
 - you must not use the *credit card* until the minimum payment has been paid;
 - we may suspend your use of the *credit card*.

Payment in full if we ask

- 9.8 Despite any other term of our banking agreement, at any time we may demand

immediate payment of the *balance owing* for the *account* for a *credit card*.

Refunds to the credit card account

- 9.9 We only credit a refund to the *account* for a *credit card* in connection with:
- a transaction made with the *credit card*; or
 - a payment to the *account* for the *credit card*; or
 - any other credit owing to you,
- when we receive the amount to be credited in the Malaysia and in accordance with our usual practice.

Statement

- 9.10 We issue a statement to you each month.
- 9.11 If you think there is an error on your statement you must notify us in writing with details of the error within 30 days after the date of the statement. If you do not do so, we treat the statement as correct.

10 Cancellation and termination

How to terminate

- 10.1 At any time we may choose to:
- cancel or suspend your right to use the *credit card* or end the *account* for a *credit card* or additional services for your *account*;
 - refuse to authorise any transaction for which you want to use the *credit card*; and
 - refuse to re-issue, renew or replace the *credit card*,
- without giving you any notice or reason.
- 10.2 At any time, you may end the *account* for a *credit card* by notifying us in writing.

What happens if the account is terminated

- 10.3 If you or we end the *account* for a *credit card*, you must:
- cut the *credit card* in half; and
 - immediately pay the *balance owing* for the *account* for the *credit card* together with any other amounts owing in connection with *credit card* transactions which have been made before termination but which have not actually been debited to the *account* for the *credit card*.

Termination of use of supplementary credit card by cardholder

- 10.4 Either you or a *supplementary cardholder* may end the use of a *supplementary credit card* by:
- notifying us in writing; and
 - cutting the card in half.

11 Variation

- 11.1 If you are not comfortable with any changes we make to our banking agreement, you may terminate the *account* for a *credit card* in accordance with the procedure in clause 10.
- 11.2 If we notify you of any changes to our banking agreement in accordance with any applicable law and you keep or use the *credit card*, the *account* for the *credit card* or the *PIN/password*, you are taken to have agreed to the changes.

12 Suspicious transactions

We need not honour suspicious transactions (and need not notify you if this is the case).

13 If your *credit card* is lost, stolen or compromised

Provided that you have not acted fraudulently or have not failed to inform us immediately upon discovering that the *credit card* is lost or stolen, your maximum liability for the unauthorised transactions as a consequence of the lost or stolen *credit card* shall not exceed RM250.

14 Meaning of words

You also need to refer to our Customer Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Customer Terms, the definition in these terms applies for the purposes of *accounts* for the *credit cards*.

balance transfer means a transaction where we debit an amount you specify from your *credit card* and pay the amount to another credit card with us or another financial institution.

cash advance means cash issued in any currency obtained by using the *credit card*.

co-brand card means a *card* issued by us in conjunction with a business alliance partner.

corporate card means a *card* issued on the request of a company and to the company's individual employee in accordance with an agreement between the company and us.

credit limit means, for an *account* for a *credit card*, the maximum amount you are entitled to have outstanding on the *account* for the *credit card*.

our banking agreement means the agreement between you and us formed when we accept an *application* from you, the terms of which include our Customer Terms and these terms.

supplementary card means, for an *account* for a *credit card*, a *credit card* issued to a person you authorise as a *supplementary cardholder* on your *account* for the *credit card*.

supplementary cardholder means each person to whom we issue a *supplementary card*.



Additional Credit Card Services Guidelines

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Important notice

You need to read this document.

It sets out the terms and conditions of the additional services for your *credit card* which you have requested in an application. These guidelines are in addition to the other documents mentioned in Part A of our Customer Terms. To the extent of any inconsistency between these guidelines and our Customer Terms, these guidelines prevail.

Key words

The meaning of key words printed *like this* and other words used in our *banking agreement* is explained at the end of the Customer Terms and at the end of the applicable *product terms*. Some additional key words which apply to the additional services for your *credit card* referred to in these guidelines are explained at the end of these guidelines.

1 Partner's Miles Programme

- 1.1 You may choose to convert your *choice points* to *pmp* points provided:
 - (a) You are already registered with the *pmp* prior to redemption of *choice points*; and
 - (b) You inform us of your *pmp* membership number at the time of redemption.
- 1.2 Once *choice points* are converted into *pmp* points, the *pmp* points cannot be reconverted into *choice points*.
- 1.3 Conversion of *choice points* into *pmp* points shall take not less than twenty-one (21) to forty-two (42) banking days and we are under no obligation to effect a manual transfer.
- 1.4 We reserve the right to revoke and withdraw your participation of the *pmp* from the SCCR and the right to change the conversion rate. We also reserve the right to withdraw from participating in the selected *pmp* program.
- 1.5 We reserve the right to adjust the number of resulting *pmp* points or the remaining number of *choice points* if any error has been made in the conversion process.
- 1.6 You must notify us on any errors in the conversion of the *choice points* within one (1) month of the transaction date. We are not liable for lost points if you do not report it within the said period.

2 Easy Payment Scheme

- 2.1 We may offer a zero percent instalment plan for such period under the Easy Payment Scheme ("EPS") at our absolute discretion.
- 2.2 All EPS transactions will not be rewarded with *choice points*.
- 2.3 Unless otherwise approved by us, the minimum amount of any purchase eligible for EPS is RM999 and the maximum amount is RM25,000 per transaction for a repayment period of 12 months.
- 2.4 The minimum and maximum approved amounts of EPS transactions and tenure may be varied by us from time to time.
- 2.5 Your signature on the EPS sales slips or EPS Direct Debit Authorisation forms serves as acceptance by you of the merchant's terms and conditions of sale and *our banking agreement*.
- 2.6 The approved EPS transaction amount will be debited from your existing credit limit which is shared jointly with all other *supplementary card* issued.

- 2.7 Upon approval of the EPS transaction, we will debit your *credit card* account with the monthly instalment payable on a monthly basis for the duration of the EPS regardless of any dispute that you may have with the merchant.
- 2.8 If your *credit card* is terminated, your EPS is terminated immediately and you shall settle all outstanding amounts including any balance due under the EPS immediately. Otherwise, the prevailing finance charge and late payment charges as set out in the *tariff sheet* shall be levied on the outstanding balance.
- 2.9 We are not liable for any inadequate, defective, damaged goods, unsatisfactory services or be concerned with any dispute between you and the merchant.
- 2.10 If you dispute any EPS transaction, a retrieval fee as set out in the *tariff sheet* will be imposed for retrieval of records to facilitate investigations by us of such disputes.

3 Balance Transfer

- 3.1 You may be invited to apply for *balance transfer* where we debit an amount you specify from your *credit card* and pay the amount to another credit card with us or another financial institution.
- 3.2 *Balance transfer* is only open to principal *cardholder* of credit cards issued by any financial institution in Malaysia and/or charge cards billed in Ringgit Malaysia.
- 3.3 A private label card account ("PLC Account") for *balance transfer* bearing serial number 9458-6690 xxxx-xxxx will be allocated to you and jointly combined with your existing *credit card* account.
- 3.4 The existing credit limit approved for your *credit card* account will be shared with this PLC Account and all other *supplementary cards* issued. This is NOT a credit limit increase and no service tax will be imposed. This PLC Account will be used to post the balance transferred from credit card account(s) of other banks.
- 3.5 No physical card or PIN will be issued. A new PLC Account will be allocated to existing *cardholder* who has enrolled in our *balance transfer*.
- 3.6 For each *balance transfer*, the monthly instalment is calculated as the total sum of the amount transferred plus interest on the amount so transferred divided by the number of months in the instalment period. Interest rate is fixed at 7.99% p.a. for 6, 9, 12 and 18 months instalment periods. The monthly instalment shall form part of your specified minimum payment in accordance with our usual practice.
- 3.7 You must make the minimum payment of 5% of the monthly instalment due or RM50, whichever is higher, to this PLC account. If you pay an amount less than the monthly instalment amount due or fails to pay the minimum monthly

instalment amount of 5% of the monthly instalment due or RM50, whichever is higher, due on the payment due date as specified in the statement for payment or if the payment is not received by us in full or before payment due date as specified in the aforesaid statement, the prevailing finance charge of 18% p.a. shall be levied on the outstanding balance of the monthly instalment amount from the due date until the date of full settlement.

- 3.8 Minimum amount of balance outstanding to be transferred is RM1,000.
- 3.9 A cancellation fee as set out in the *tariff sheet* will be levied and posted to your *credit card* account if you elect to pay the total outstanding balance due under the *balance transfer* ahead of the agreed tenure. Outstanding balance shall mean the outstanding principal and interest payable for the entire 6, 9, 12 or 18 months (whichever is applicable). No fee will be levied if acceleration of the payment of the balance due under the *balance transfer* is initiated by us without assigning any reason thereof.
- 3.10 Once your *application* is approved, a corresponding amount of your existing credit limit available will be reserved for this purpose and shall no longer be available to you until settlement of the balance transferred. On the date of posting ("Date of Posting"), this specified amount will then be utilised and finance charges will commence thereon.
- 3.11 Upon approval of the *application*, we will debit your PLC Account with the monthly instalment payable, for the duration of the *balance transfer* i.e. 6, 9, 12 or 18 months (whichever is applicable).
- 3.12 Notwithstanding the date the *balance transfer* is effected, the payment due date for the *balance transfer* is in accordance with the payment due date of your *credit card* account with us.
- 3.13 Until your *application* is approved, you are liable to make payment to your credit card account(s) with us and/or other bank in accordance with the terms governing the same.
- 3.14 We are not liable for interest on any overdue payment or any other finance or other charges incurred as a result of your and / or our failure or delay in making payment before or after the date of posting.
- 3.15 We have the absolute right to approve and transfer only a part of the amount applied for by you without prior notification and your consent.
- 3.16 If your *credit card* account is terminated, you shall settle all balances due under the *balance transfer* upon termination. Otherwise the prevailing finance charge of 18% p.a. shall be levied on the outstanding balance which comprises of principal outstanding and interest accrued.

3.17 Notwithstanding the range of effective interest rates as stated herein or in the *application*, we are entitled to vary the interest rates up to a maximum rate of 18% per annum at any time based on our evaluation or review of the your credit behaviour from time to time, whether in respect of all your borrowings, whether solely or jointly and whether from us or any other parties. Such evaluation by us and its decision(s) to vary the interest rates shall be final and conclusive and we shall not be obliged to assign any reason whatsoever for such variation.

3.18 All outstanding balance transferred from credit card account(s) with other bank shall be treated as a cash advance transaction. In addition to the conditions governing the *balance transfer*, terms and conditions relating to *cash advance* apply.

3.19 In the event that there is an existing standing instruction (SI) to effect payment of your *credit card* account by utilising funds from your savings or current account with us, we shall also exercise the SI in respect of the PLC Account in accordance with the SI for payment of your *credit card* account with us.

4 Auto payment

4.1 Upon approval of your *application* for our Autopay Service ("Auto Payment"), all amounts due to and owed ("said charges") to the merchant, indicated by you in the *application* for the Auto Payment shall be charged to the *credit card* account with us.

4.2 Your previous instruction to the merchant(s) to charge any amount to your any other credit or charge card account maintained with other charge card issuer is to be treated as revoked and you hereby irrevocably authorise us to notify the merchant accordingly. If any merchant shall respond to us that it does not recognise the instructions given by us, you shall immediately notify the merchant in writing of the change in the paying instructions.

4.3 Although we will endeavour to effect payments of the said charges, we accept no responsibility to make the same at any time or in a timely manner, and we shall not incur any liability through any error, neglect, refusal or omission to make or delay in making all or any of the said charges to the merchant(s).

4.4 We have the right to refuse to make payments on transactions which we, in our sole and absolute discretion, may deem to be fraudulent transactions, and we shall not incur any liability in refusing to make such payments to the merchant(s).

4.5 Without prejudice to Clause 4.3, we shall not be responsible to make all or any of the said charges to the merchant(s) where there is no available credit limit in your *credit card* account or where the use of the *credit card* is terminated or suspended for any reason whatsoever in which event you shall be responsible for paying the said charges directly to the merchant(s).

- 4.6 We shall not be obliged to inform you regarding non-payment of all or any of the said charges to the merchant(s).
- 4.7 Where there is available but insufficient credit limit in your *credit card* to pay the said charges of all the merchant(s), we may elect:
- Not to make any payment of the said charges to all the merchant(s), in which event you shall be responsible for paying the unpaid said charges directly to the merchant(s); or
 - Determine the order of priority of payment of the said charges of whichever merchant(s) we deem fit, in which event you shall be responsible for paying the unpaid said charges of the relevant merchant(s) directly to the said merchant(s). We shall not be obliged to inform you regarding non-payment of all or any of the said charges to the merchant(s).
- 4.8 You irrevocably authorise us to notify the merchant(s) on any change in the credit card number due to any reasons whatsoever and in such event you further authorise us to effect payment to the merchant(s) by charging to your new credit card account without further consent from you.
- 4.9 If your *credit card* is terminated, the Auto Payment shall be immediately terminated and our obligation to make payment of the said charges to the merchant(s) shall forthwith come to an end.
- 4.10 You must notify the merchant(s) in writing on the termination of the Auto Payment if your *credit card* is terminated.
- 4.11 We shall not be responsible for any acts or omissions on the part of the merchant(s) and / or any consequences resulting therefrom (including but not limited to our continued payment of the said charges to the merchant(s)) in the event the merchant(s) fail to act accordingly upon receipt of your notification that the Auto Payment has been terminated.
- 5.3 We may specify from time to time the amount of Ringgit Malaysia which needs to be spent using your *credit card* to earn one *choice point*. We may also from time to time specify other ways by which *choice point* may be earned.
- 5.4 The *product brochure* sets out the method for calculating *choice points* earned. *Choice points* cannot be earned on *choice point purchases*, *cash advances*, interest, fees or charges, disputed transactions, any type of balance transfers or any type of instalment payment plans.
- 5.5 *Choice Points* accrue from when your *account* is opened and may be redeemed until the *choice point cancellation date*. Except as set out in the *product brochure*, all *choice points* earned before the *choice points cancellation date* are automatically cancelled on the *choice points cancellation date*.
- 5.6 Unless set out in the *product brochure*, or we notify you that you are allowed a period of time after the *choice point cancellation date* to use or redeem your accrued *choice points*, all applications to use or redeem *choice points* which we receive after the *choice points cancellation date* and any attempted use or redemption of *choice points* occurring after the *choice points cancellation date* is not valid and has no effect.
- 5.7 You may not redeem the *choice points* for cash and may only use or redeem *choice points* for the goods and services we specify from time to time. If you order any goods and services which require both *choice points* to be used or redeemed and money to be paid, you authorize us to debit your *account* with the amount of the required monetary payment. We may reject other methods of payment.
- 5.8 You may not use or redeem any *choice points* if the status of all your *accounts* are not normal or current or if you or any *supplementary cardholder* (if applicable) is in *default* or otherwise not complied with the terms.
- 5.9 Unless we agree otherwise, you may not transfer *choice points* from one *account* to another. We may allow you to combine all the *choice points* which you have earned in all your qualifying *accounts* for use or redemption in one or more transactions.
- 5.10 We are not liable for any delay in the actual posting of the transactions and / or *choice points* during the SCCR. We reserve the right to amend or modify the manner in which *choice points* are awarded.

5 Standard Chartered Choice Rewards [SCCR]

Eligibility

- 5.1 SCCR is offered to *cardholder* excluding *corporate card*, and whose *credit card* account is of *good standing* only.

Choice Points

- 5.2 Some types of credit cards have a *choice points scheme*. For details, please refer to the *product brochure*

Gift Redemption

- 5.11 Once a redemption request has been accepted by us, it cannot be revoked, cancelled, returned or exchanged by you.
- 5.12 If your *credit card* is not of *good standing* or your *credit card* has insufficient *choice points*, the

request for redemption of *gifts* will be rejected automatically without any notification to you.

- 5.13 Once the *choice points* are redeemed for any *gifts* in the SCCR, such *choice points* cannot be transferred back to your *credit card* account and such *choice points* shall be deemed extinguished.
- 5.14 A *cardholder* who chooses to redeem the *gifts* via the *quick redemption* hereby irrevocably authorises us to debit his *credit card* account to pay the said RM value portion of the redemption.
- 5.15 We will not accept any other mode of payment for *quick redemption*.
- 5.16 Platinum and Visa Infinite *cardholder* ("the Requesting Cardholder") may request for redemption of such item(s) which are not featured in the Catalogue ("Other Reward(s)") subject to the conditions that the Other Rewards (i) are readily and legally available in Malaysia for the Requesting Cardholder, (ii) are not, in our sole opinion, illegal, offensive or of unsuitable nature in relation to the Requesting Cardholder and PROVIDED ALWAYS that we have the sole and absolute discretion in refusing requests for redemption of any Other Reward(s) without assigning any reason and our decision shall be final and conclusive.
- 5.17 Nothing herein shall be deemed as imposing any obligation or duty on us to source for and provide any Other Rewards.
- 5.18 We accept no liability whatsoever (including but without limitation, liability for negligence) with respect to *gifts* supplied or in connection with any merchant / supplier's refusal to accept any vouchers and / or confirmation letters relating to *gifts* redemption being redeemed and / or presented by the *cardholder* from and / or to the merchant/supplier. The rights, if any, which the *Cardholder* may have in connection with a *gift* is solely against the merchant/supplier of the *gifts*.
- 5.19 By conducting the SCCR, we do not accept any liability, including but not limited to liabilities with respect to death or injury or consequential loss or damage of whatever nature and howsoever arising from the redemption or supply of the *gifts*, including but not limited to any injury or loss suffered by you and your accompanying persons whilst on holiday pursuant to the hotel and / or holiday package redeemed with the *choice points* and / or any delay or cancellation in the transportation facilities and / or accommodation facilities (where applicable) and / or resulting from any advice, pointers, tips and directions as may be contained in the catalogue or any other publication issued by us or from the loss, theft, and / or destruction of the *gifts*.
- 5.20 We make no representation or warranty with respect to the *gifts* provided under SCCR. In particular, we give no warranty and / or representation with respect to the quality of *gifts* or their suitability for any purpose.

- 5.21 Any dispute concerning the goods and / or services redeemed as *gifts* under SCCR shall be settled as between you and the participating merchant/supplier directly. We bear no responsibility for resolving such disputes or for the dispute itself.
- 5.22 *Gifts* that consist of certificates and / or vouchers and / or any type of written communication issued by participating merchants / suppliers under SCCR cannot be encashed and cannot be used in conjunction with any other promotion or offer. The certificates and / or vouchers and / or any type of written communication are valid for use until the date specified on the certificates and / or vouchers and / or any type of written communication. If they remain unused after this date, they will totally lapse and will not be replaced. The use of the certificates and / or vouchers and / or any type of written communication are subject to the terms and conditions contained therein and are valid for use only at participating merchants / suppliers under the SCCR and only for the specific matters mentioned therein.
- 5.23 Where the certificates and / or vouchers state a specified amount (Ringgit), and if is used for a value less than the amount mentioned, the difference cannot be encashed. In the case where the value of the certificates/vouchers is less than the value of the item(s) purchased, the *cardholder* is obliged to pay the difference in cash or by *credit card* to the participating merchant / supplier.
- 5.24 If your choice of *gift* is unavailable, we reserve the right to replace it with a substitute of similar value. All *gifts* are available while stock lasts and we reserve the right, without giving any prior notice nor assigning any reason whatsoever to you, to discontinue and / or replace all or any of the products or services featured herein or any other related material published by us, with different products, models, colour or services which may be redeemed as *gifts*.

Delivery of Gifts

- 5.25 You must provide a valid delivery address in Malaysia to us for delivery of *gifts*. Delivery will not be made to a P.O. Box address.
- 5.26 The *gifts* will be delivered within twenty-one (21) working days (Peninsula Malaysia) or thirty-one (31) working days (East Malaysia) upon our receipt of the Choice Points Redemption Form. There will be a redirection fee as stipulated in the *tariff sheet* (to be billed to your credit card account) for any change in delivery address.
- 5.27 Proof of delivery of *gift* is by way of written acknowledgement of receipt of the *gifts* by occupants at the delivery address (irrespective of whether or not such occupant is the *cardholder*), and where such address is an office, receipt by an office staff shall be deemed to be the acknowledgement of the *cardholder*. Such recipients of *gifts* (whether *cardholder* or non-cardholders) are obliged to present

identification documents such as their National Identity Card and / or passports to the delivery agent, failing which the delivery agent has the right to refuse delivery and will return the *gifts* to us.

- 5.28 If you do not receive the *gift* upon the expiry of twenty-one (21) working days (Peninsula Malaysia) or thirty-one (31) working days (East Malaysia) from the date of receipt by us of the Choice Points Redemption Form, you shall not later than two (2) months thereafter, inform us of the non-receipt of the *gift*. We will arrange for the delivery of the *gift* to you upon receipt of proof of non-delivery of the *gifts* from its delivery agent.
- 5.29 You shall have no right of recourse against us whatsoever upon the expiry of the said two (2) months and you shall be deemed to have had received the *gifts* arising from the redemption of the relevant *choice points*.
- 5.30 You must examine the *gift* immediately upon delivery. You must contact the Standard Chartered Customer Service to inform us of any damaged, defective and / or faulty *gift* and must return the *gift* immediately within three (3) working days to such place and / or person as directed by us and / or to reject delivery of the *gift* at the time of delivery. A replacement will be delivered within fourteen (14) working days after the return of the *gift* and the delivery charges incurred for the replacement shall be borne by *cardholder*. The right to replacement of *gift* will be extinguished if you fail to notify us and return the same within the time period stipulated above.
- 5.31 You hereby irrevocably authorise us to release all your pertinent information to such relevant parties as we may, in our sole and absolute discretion, employ to deliver the *gift* to you. In this respect, you acknowledge that we shall not be held responsible for the acts or omissions of such relevant parties (including but not limited to acts or omissions relating to fraud or negligence) not in relation to the delivery of such *gift*.
- 5.32 We may instruct our vendor who is employed to deliver the *gifts* to contact you for verification and fulfillment purposes.

General Information

- 5.33 All questions or disputes regarding eligibility for the SCCR or the eligibility of *choice points* in relation to accrual or the redemption of *gift* including the conversion of *choice points* to *pmp* *pmp* points will be determined by us at our sole and absolute discretion.
- 5.34 The *gifts* set out in the catalogue are valid for redemption for the redemption period stipulated therein and/or while stocks last.
- 5.35 All props, accessories or equipment featured together with the *gifts* in the photographs contained herein are for decorative purposes

only and do not form part of the *gifts* to be redeemed by you.

6 Flexipay

This product is for principal cardholders whom we invite. It is a product which allows a *cardholder* who make large purchases using a *credit card* to pay in instalments at lower interest rates as compared to the retail tiered interest rates.

- 6.1 Only regular *credit card* account with no arrears is eligible and you shall specify in your *application* the purchase transaction which you wish to convert to the FlexiPay and the tenure of instalments under the FlexiPay.
- 6.2 FlexiPay does not apply to the following:-
- (i) cash advance;
 - (ii) instalment amount payable under other programmes such as Balance Transfer, Easy Payment Scheme, FlexiPay and Flexi-on-Balance;
 - (iii) annual fees;
 - (iv) carry forward balances; and
 - (v) any other charges by us as provided in our *banking agreement*.
- 6.3 The minimum amount of any purchase that will be eligible for conversion under FlexiPay is RM500 with a maximum amount of RM15,000 in a single receipt for the 6, 9, 12 and 18 months plan and this limit may be varied by us from time to time at our sole and absolute discretion.
- 6.4 A purchase is eligible for conversion under this FlexiPay once the purchase has been debited to the your *credit card* account and / or recorded in the current statement forming part of the outstanding current balance due and has not passed its payment due date at the point of the conversion.
- 6.5 The approval of your *application* will be subject to:-
- (i) the status of your *credit card* account;
 - (ii) the status of the transaction at the point of conversion; and
 - (iii) in any other case, at our sole and absolute discretion.
- 6.6 You may participate more than once in the FlexiPay subject to your eligibility for the FlexiPay and our *banking agreement*.
- 6.7 A private label account for the FlexiPay shall be posted by us in respect of your FlexiPay, bearing a serial number starting with 9458-xxxx-xxxx-xxxx which shall be known as the PLC Account. The PLC Account will be combined with your existing *credit card* account.

- 6.8 The existing credit limit approved for your *credit card* account remains unchanged and will be shared with this PLC Account jointly with all other *supplementary card* issued with or without a separate credit limit. Your PLC Account will be used to post the monthly instalment amount payable by you. No physical card or PIN will be issued.
- 6.9 Upon approval of the *application*, we will debit your PLC Account with the monthly instalment payable, for the duration of the FlexiPay.
- 6.10 A cancellation fee as set out in the *tariff sheet* will be levied and posted to your *credit card* account if you elect to pay the total outstanding balance due under the FlexiPay ahead of the agreed tenure. Outstanding balance shall mean the outstanding principal and Interest accrued. No fee will be levied if acceleration of the payment of the balance due under the FlexiPay is initiated by us without assigning any reason thereof.
- 6.11 If you pay the minimum monthly instalment amount of 5% of the monthly instalment or RM50, whichever is higher, due on the payment due date as specified in the statement for payment or if the payment is not received by us in full or before the payment due date as specified in the aforesaid statement, then the prevailing finance charge of 18% p.a. shall be levied on the outstanding balance of the monthly instalment amount from the due date until the date of full settlement.
- 6.12 In the event that there is an existing standing instruction (SI) to effect payment of your *credit card* account by utilising funds from your savings or current account with us, we shall also exercise the SI in respect of the PLC Account in accordance with the SI for payment of your *credit card* account with us.
- 6.13 If your *credit card* is terminated, you shall settle all balances due under the FlexiPay upon termination. Otherwise the prevailing finance charge of up to 18% p.a. shall be levied on the outstanding balance which comprises of principal and interest.
- 6.14 We are not liable for any inadequate, defective, damaged goods, unsatisfactory services or be concerned with any dispute between you and the suppliers and / or merchants of the aforesaid goods and services and we are hereby irrevocably authorised by you to continue to debit the monthly instalment to the your PLC Account regardless of any such dispute. You shall be responsible to satisfy yourself as to the state and condition of goods and / or services at the time of the purchase.
- 6.15 Notwithstanding the range of effective interest rates as stated or anything contained herein or in the *application*, we are entitled to vary the interest rates up to a maximum rate of 18% per annum at any time based on our evaluation or review of your credit behaviour from time to

time, whether in respect of your borrowings, whether solely or jointly and whether from us or any other parties. Such evaluation by us and our decision(s) to vary the interest rates shall be final and conclusive and we shall not be obliged to assign any reason whatsoever for such variation.

7 Flexi on Balance

This product is for both principal and supplementary cardholders whom we invite. It is a product which allows *cardholders* who have *balance owing for credit card* purchases, to pay the balance in instalments at lower interest rates as compared to the retail tiered interest rates.

- 7.1 Only regular *credit card* account with no arrears is eligible and you shall specify in your *application* the purchase transaction which you wish to convert to the Flexi-on-Balance and the tenure of instalments under the Flexi-on-Balance.
- 7.2 Flexi-on-Balance does not apply instalment amount payable under other programmes such as *Balance Transfer*, *Cheque-on-Call* and *Flexipay*.
- 7.3 Any outstanding current balance in your *credit card* account shall be eligible for conversion under this Flexi-on-Balance. The minimum amount of any balance that will be eligible for conversion under Flexi-on-Balance is RM500 for 12 and/or 18 months plan and this limit may be varied by us from time to time at our sole and absolute discretion.
- 7.4 The approval of your *application* will be subject to:-
- (i) the status of your *credit card* account; and
 - (ii) the status of the transaction at the point of conversion.
- 7.5 You may participate more than once in the Flexi-on-Balance subject to your eligibility for the Flexi-on-Balance and our *banking agreement*.
- 7.6 A private label account for the Flexi-on-Balance shall be posted by us in respect of your Flexi-on-Balance, bearing a serial number starting with 9458-xxxx-xxxx-xxxx which shall be known as the PLC Account. The PLC Account will be combined with your existing *credit card* account.
- 7.7 The existing credit limit approved for your *credit card* account remains unchanged and will be shared with this PLC Account jointly with all other *supplementary card* issued with or without a separate credit limit. Your PLC Account will be used to post the monthly instalment amount payable by you. No physical card or PIN will be issued.

- 7.8 Upon approval of the *application*, we will debit your PLC Account with the monthly instalment payable, for the duration of the Flexi-on-Balance.
- 7.9 A cancellation fee as set out in the *tariff sheet* will be levied and posted to your *credit card* account if you elect to pay the total outstanding balance due under the Flexi-on-Balance ahead of the agreed tenure. Outstanding balance shall mean the outstanding principal and interest accrued. No fee will be levied if acceleration of the payment of the balance due under the Flexi-on-Balance is initiated by us without assigning any reason thereof.
- 7.10 If you pay the minimum monthly instalment amount of 5% of the monthly instalment or RM50, whichever is higher, due on the payment due date as specified in the statement for payment or if the payment is not received by us in full or before the payment due date as specified in the aforesaid statement, then the prevailing finance charge of 18% p.a. shall be levied on the outstanding balance of the monthly instalment amount from the due date until the date of full settlement.
- 7.11 In the event there is an existing standing instruction (SI) to effect payment of your *credit card* account by utilizing funds from your savings or current account with us, we shall also exercise the SI in respect of the PLC account in accordance with the SI for payment of your *credit card account* with us.
- 7.12 If your *credit card* is terminated, you shall settle all balances due under the Flexi-on-Balance upon termination. Otherwise the prevailing finance charge of up to 18% p.a. shall be levied on the outstanding balance which comprises of principal and interest.
- 7.13 Notwithstanding the range of effective interest rates as stated or anything contained herein or in the *application*, we are entitled to vary the interest rates up to a maximum rate of 18% per annum at any time based on our evaluation or review of your credit behaviour from time to time, whether in respect of your borrowings, whether solely

8 Cheque On Call

This is a personal line of credit which allows you to obtain cash in advance from your credit card and pay by instalments at lower cash interest rates as compared to normal cash advance interest rates.

- 8.1 You shall specify in the *application* the amount that you wish to apply for Cheque-On-Call and the tenure of the relevant Cheque-On-Call instalment period together with the corresponding interest rate.

- 8.2 The amount applied under the Cheque-On-Call ("Cheque-On-Call Amount") together with the interest shall be paid by way of equal monthly instalments ("Cheque-On-Call Monthly Instalment") according to the relevant Cheque-On-Call plan chosen by you. The "Cheque-On-Call Amount" is subjected to 5% cash advance fee. Neither the tenure of the Cheque-On-Call instalment plan nor the Cheque-On-Call Monthly Instalment can be altered.
- 8.3 Cheque will be made payable to your name (as per your Identification Card) and Identification Card No.
- 8.4 The Cheque-On-Call Monthly Instalment is calculated as the total sum of the Cheque-On-Call Amount plus interest on the Cheque-On-Call Amount divided by the number of months in the relevant Cheque-On-Call instalment plan. The Cheque-On-Call Monthly Instalment shall form part of your minimum payment as stipulated in our *banking agreement*.
- 8.5 You may choose to have Cheque-On-Call Amount disbursed in any one of the following manner:-
- (a) by way of cheque issued by us;
 - (i) The cheque issued by us under the Cheque-On-Call will be made payable in your name and Identity Card Number as stated in your national registration identity card and will be sent to the your statement billing address.
 - (ii) The cheque will be valid for a period of six (6) months only and may be deposited into any of your bank account in Malaysia. By depositing the cheque, you are instructing us to debit your *credit card* account with the amount indicated in the cheque issued.
 - (b) by payment into the your savings / current account with us.
- 8.6 An approved *application* allows you to draw up to 90% of your *credit limit*.
- 8.7 The minimum amount eligible for *application* is RM1,000 and the maximum amount is RM40,000 across all plans and this limit may be varied by us from time to time at our sole and absolute discretion.
- 8.8 The approval of your *application* will be subject to:-
- (i) the status of your *credit card* account;
 - (ii) your available *credit limit* at the time of *application*; and
 - (iii) in any other case, at our sole and absolute discretion.

- 8.9 You may participate more than once in the Cheque-On-Call subject to your eligibility for the Cheque-On-Call and our *banking agreement*.
- 8.10 A private label account for the Cheque-On-Call shall be posted by us in respect of the your Cheque-On-Call, bearing a serial number starting with 9458-xxxx-xxxx-xxxx which shall be known as the PLC-Cheque-On-Call Account. The PLC-Cheque-On-Call Account will be combined with your existing credit card account. The existing *credit limit* approved for your credit card account remains unchanged and will be shared with this PLC-Cheque-On-Call Account jointly with all other *supplementary cards* issued with or without a separate credit limit. Your PLC Cheque-On-Call Account will be used to post the monthly instalment amount payable by you. No physical card or PIN will be issued.
- 8.11 Upon approval of the *application*, we will debit your PLC-Cheque-On-Call Account with the Cheque-On-Call Monthly Instalment payable on a monthly basis, for the duration of the selected Cheque-On-Call plan.
- 8.12 A cancellation fee as set out in the *tariff sheet* will be levied and posted to your *credit card* account in the event you shall elect to pay the total outstanding balance due under the Cheque-On-Call ahead of the agreed tenure. Outstanding balance means the outstanding principal and interest payable for the entire stipulated instalment tenure. No fee will be levied if acceleration of the payment of the balance due under the Cheque-On-Call is initiated by us without assigning any reason thereof.
- 8.13 The prevailing finance charge of 18% p.a. shall be levied on the outstanding balance of the monthly instalment amount from the due date until the date of full settlement if:-
- (a) payment is not received by us in full each month (i.e. where you choose to pay only the minimum amount of RM50 or 5% of the Cheque-On-Call Monthly Instalment); or
 - (b) payment is not made on or before the payment due date as specified in the monthly statement.
- 8.14 If there is an existing standing instruction (SI) to effect payment of your *credit card* with us by utilising funds from your savings or current account with us, we shall be entitled to exercise the SI in respect of the PLC-Cheque-On-Call Account in accordance with the SI payment of your *credit card account* with us.
- 8.15 If your *credit card* is terminated, you must settle all balances due under the Cheque-On-Call upon termination. Otherwise the prevailing finance charge of 18% p.a. shall be levied on the outstanding balance which comprises of principal and interest.
- 8.16 Notwithstanding the range of effective interest rates as stated or anything contained herein or

in the *application*, we shall be entitled to vary the interest rates up to a maximum rate of 18% per annum at any time based on our evaluation or review of your credit behaviour from time to time, whether in respect of all your borrowings, whether solely or jointly and whether from us or any other parties. Such evaluation by us and our decision(s) to vary the interest rates shall be final and conclusive and we shall not be obliged to assign any reason whatsoever for such variation.

9 Cash Rebate

- 9.1 Some types of credit cards give you *cash rebates*. For details, please refer to the *product brochure* or contact us.
- 9.2 We give you *cash rebate* for each ringgit spent based on your total posted Ringgit Malaysia amount of retail purchases (local and international) made on a *credit card* and any *supplementary card*. We may choose to give you *cash rebates* calculated at better rates during promotions. We will inform you of these promotions.
- 9.3 We may specify the amount of Ringgit Malaysia you have to spend on your *credit card* to earn *cash rebate*.
- 9.4 We may specify other ways by which *cash rebate* may be earned.
- 9.5 We are not liable for any delay in paying you the *cash rebate*.
- 9.6 We will not include *cash advances*, cash withdrawals, charges for *cash advance* or cash withdrawals, *annual fees*, interest, finance charges, disputed transactions, any balance transfers, any instalment payment plans, and any other kind of charges in the calculation of *cash rebate*.
- 9.7 We will automatically credit the amount of the *cash rebate* to your *credit card* account or any other account you instruct us to on monthly basis.
- 9.8 The amount of *cash rebates* we give you is subject to a yearly limit. Please refer to *product brochure* for the limit. We will not give you any *cash rebate* beyond this limit.
- 9.9 We may refuse to give you *cash rebate* if we believe or suspect that any transaction is illegal, fraudulent, dishonest, or unauthorized.

10 Meaning of words

You also need to refer to our Customer Terms and *product terms* which also define key words used in these terms. If a word defined in these terms is also defined in our Customer Terms or *product terms*, the definition in these terms applies for the purposes of the additional services for the *credit cards*.

balance transfer means a transaction where we debit an amount you specify from your *credit card* and pay

the amount to another credit card with us or another financial institution.

cash advance means cash issued in any currency obtained by using the *credit card*.

cash rebate means cash we return to you calculated on a percentage of monies you spend on your *credit card*.

choice points means a choice point awarded to you on the terms and conditions of any *choice point* scheme

choice point cancellation date means the earlier of:-

- each anniversary of the date of the opening of your *account* (or your first *account* if you have more than one *account*)
- the date on which your use of the *account* for the *credit card* is terminated or the *account* for the *credit card* is closed; or
- the date on which your *credit card* expires without renewal.

choice points scheme means any scheme from time to time established or designated by us which allows you and any *supplementary cardholder* to:

- earn choice points when you use your *credit card* or *supplementary card* to pay for any goods and services; and
- use or redeem the choice points to pay or exchange for the goods and services at the outlets as we specify from time to time

choice point purchase means any purchase or part of any purchase or any goods and services made by using or redeeming *choice points*

co-brand card means a *card* issued by us in conjunction with a business alliance partner.

corporate card means a *card* issued upon the request of a company and to the company's individual employee in accordance with an agreement between the company and us.

credit limit means, for an *account* for a *credit card*, the maximum amount you are entitled to have outstanding on the *account* for the *credit card*.

gift(s) means goods, vouchers, services, magazines and other privileges as may be contained in the Catalogue and also includes other Rewards. This list is not exhaustive and may be subject to changes and / or variation by us any time at our sole and absolute discretion.

good standing means a credit card account that is currently not overdue in payment, has not exceeded its credit limit, is not going to be closed upon its card expiration date, is not cancelled nor terminated by the *cardholder* or by us.

our banking agreement means the agreement between you and us formed when we accept an *application* from you, the terms of which include our Customer Terms and these terms.

pmp means Partner's Miles Programme which includes Malaysia Airlines Enrich Miles and/or Singapore Airlines Krisflyer Miles and Cathay Pacific-Asia miles..

quick redemption means redemption option that allows the *cardholder* to redeem *gifts* by using a combination of *choice points* and a Ringgit value portion fixed under the SCCR.

SCCR means Standard Chartered Choice Rewards Programme.

supplementary card means, for an *account* for a *credit card*, a *credit card* issued to a person you authorise as a *supplementary cardholder* on your *account* for the *credit card*.

supplementary cardholder means each person to whom we issue a supplementary card.