

# Terms and Conditions

**Customer Terms**

**Credit Card Terms**

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# Section 1 – 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* but they do not apply to any existing facility, product or service we provide to you to the extent that they are subject to separate terms and conditions.

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

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- 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 Singapore, 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.

### 2. Pre-conditions to use of any product

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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

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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.

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.

- 4.3 We rely on any instructions given by an *authorised person* in accordance with the account operating authority.
- 4.4 A signature for an account operating authority must not be in the form of a rubber stamped mark.

#### 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*. Any payment we make to the surviving accountholder or a court discharges any obligations we owe to you.

### 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 are to be given in writing. However, we may accept instructions by telephone, fax or through any *electronic banking service*, subject to execution and provision of any documents we may 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.

#### Instructions for joint accounts

- 5.8 If an instruction appears to conflict with another instruction from a joint accountholder, we may ask for the instruction to be given by all accountholders on the *account*.

#### Payment instructions

- 5.9 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

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

## Timing

- 5.11 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

- 5.12 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

- 5.13 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, the risk that we may process instructions twice if you send the same instructions to us in different forms 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

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

## 6. Account overdrafts

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- 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

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### 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 within Singapore, the following banking day after posting;
  - if sent by post outside Singapore, 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 account holders

- 7.11 If you are joint account holders, 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 21 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 21 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 account holder 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 account holders may operate the *account* using the *electronic banking services* in accordance with these Customer Terms (even if you are not registered to use the relevant *electronic banking services*); and
- any single joint account holder 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.

9.12 You must ensure your *account* has sufficient funds for the purposes of giving instructions using phone banking.

#### Variations

9.13 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 registration required.
Subscriber alerts	You must register 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 Singapore.
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 need not execute any fund transfer instruction

- 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; or
  - 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 have received 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*.

## 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 Singapore 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 destroy 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 only use an *ATM card* at an *ATM* or at a *EFTPOS* or *NETS* terminal.
- 13.22 Transactions you or an *authorised person* conduct overseas will be denominated in the currency of the country where you or they are located.
- 13.23 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.
- 13.24 If you or an *authorised person* uses your *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.
- 13.25 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.
- 13.26 You must not use your *ATM card* in Malaysia to withdraw cash from a *Cirrus ATM* or to make a purchase from a *Maestro merchant*.
- 13.27 If you deposit cash or a cheque at an *ATM* or at a cash deposit machine using an *ATM card*, the amount you have deposited is subject to our verification, even though the *ATM* or the cash deposit machine may issue an acknowledgment of the amount you have deposited.

## 14. Debit cards

### Where you may use a debit card

- 14.1 A *debit card* may be used in Singapore 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

- 14.3 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

- 14.4 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*.

## 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 account holder 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 by phone 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.

If your *card* has been lost or stolen you must notify the police and give us a copy of the police report.

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 <i>electronic banking services</i> on your or their behalf.
Not leave <i>electronic equipment</i> unattended while you or they are on-line to any <i>electronic banking service</i> . This applies whether <i>electronic equipment</i> is sourced independently of us or provided by us in our branches or other premises.
If you or they access any <i>electronic banking service</i> from <i>electronic equipment</i> 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 <i>electronic banking services</i> from any <i>electronic equipment</i> 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 <i>electronic banking service</i> by that <i>electronic equipment, network or environment</i> .
Not allow anyone else to observe your or their <i>PIN/password</i> when you or they enter it into any <i>electronic equipment</i> .

## 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 33 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. Fees and charges remain payable whether before or after a judgment in connection with our banking agreement.

#### 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.

#### 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 (and any other member of the *Standard Chartered Group*) may 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*) (whether or not the obligation is matured or contingent). We (and each other member of the *Standard Chartered Group*) may also combine or consolidate all *accounts*. After an injunction, we (and each other member of the *Standard Chartered Group*) may set off any amounts you owe us (or any other member of the *Standard Chartered Group*) before a final order is made. If we (or any other member of the *Standard Chartered Group*) combine *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*. We (and each other member of the *Standard Chartered Group*) may do so at any time (even if you are not in *default*).

20.3 If you have a joint *account*, we (and each other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount owing to us (or any other member of the *Standard Chartered Group*) in any one account holder's *account*.

20.4 For the purposes of clauses 20.2 and 20.3, each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate they reasonably consider appropriate.

#### **Banking days**

20.5 Unless otherwise stated in the *product terms*, if an amount is due on a day which is not a banking day, you must pay it on or before the next banking day unless that day falls in the next calendar month, in which case you must pay it to us on or before the preceding banking day.

#### **Debiting accounts**

20.6 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**

20.7 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**

20.8 Payments are taken to be made when we credit them to the *account*. We do this as soon as practicable after receipt.

20.9 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**

20.10 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**

20.11 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.

#### **Deposits only payable in Singapore**

20.12 All amounts credited to an *account* are payable only at Standard Chartered Bank, Singapore Branch.

## **21. Currency conversion and indemnity**

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### **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

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#### 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

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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

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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*.

### 25. Statements and records

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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* or to individual accountholders. We send the *consolidated statement* to the "Primary Account Holder" as stated on the *application* unless you instruct us to send it to another accountholder.

#### 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 14 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:

- 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 their 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.

## Part H - Termination, suspension and enforcement

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

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#### 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
- you 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
- you are no longer a resident of Singapore; 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

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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. 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*.

### 29. What happens on termination

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#### Banking agreement

- 29.1 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

- 29.2 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

- 29.3 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

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

### 30. Enforcement

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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 you or a *security provider's* property such as by lodging caveats;
- commencing legal proceedings against you or a *security provider*.

**31. Security****Banker's lien**

31.1 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. 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**

31.2 In addition to any other *security* we require and our banker's lien under clause 31.1, 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**

31.3 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**

31.4 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**

31.5 Any *security* continues until we have released it.

**Appointment as attorney**

31.6 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*).

**32. Valuation and insurance****Valuation**

32.1 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**

32.2 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.

32.3 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.

32.4 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.

**33. General****Exclusion of liability**

33.1 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 33.1 is subject to clause 17.

**We take no responsibility for your decisions**

33.2 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**

33.3 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**

33.4 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**

33.5 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*.

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

**Further steps**

33.7 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

- 33.8 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

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

## Waiver

- 33.10 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

- 33.11 You acknowledge that various features of a *product* may be changed from time to time, including the 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

- 33.12 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

- 33.13 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.
- 33.14 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 33.15 Except for a waiver or variation in accordance with clause 33.10 or 33.11, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.
- 33.16 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.
- 33.17 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*).

- 33.18 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

- 33.19 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

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

## Conflicting claims

- 33.21 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

- 33.22 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

- 33.23 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

- 33.24 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

- 33.25 You must not assign or transfer your rights and obligations under our banking agreement to anyone without our consent first.
- 33.26 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

- 33.27 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

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

## Opening further accounts

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

## Severability

- 33.30 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

33.31 The Contracts (Rights of Third Parties) Act (Cap. 53B) does not apply to our banking agreement.

33.32 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

33.33 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

33.34 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.

33.35 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.

33.36 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.

### Time limit for commencing proceedings

33.37 You must not commence any proceedings against us in connection with an *account* more than 1 year after the cause of action has arisen.

### Counterparts

33.38 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

33.39 Our banking agreement is governed by the laws of Singapore.

### Jurisdiction

33.40 The parties submit to the non-exclusive jurisdiction of the courts of Singapore. 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 Singapore.

### Serving documents

33.41 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

### 34. What to do if you have a complaint

- 34.1 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. For assistance contact one of our branches or use phone banking.
- 34.2 Any claim in connection with our banking agreement for less than S\$30,000 must first be submitted to the Singapore Mediation Centre for mediation using their mediation procedure in force at that time. You and we agree to participate in the mediation in good faith and comply with the terms of any settlement reached.

## Part L - Meaning of words

### 35. 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 automatic 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).

**EFTPOS** refers to the Electronic Funds Transfer at Point of Sale service offered by NETS.

**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.

**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*.

**NETS** refers to the Network for Electronic Transfers (Singapore) Private Limited.

**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 Singapore;
- "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.

# Section 2 – Credit Card Terms

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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. These terms do not apply to any existing credit card products you have with us to the extent that they are subject to separate terms and conditions.

#### **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 Your employer may give instructions in connection with, ask us to terminate or ask us to change the *credit limit* of your *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.

### Card issued by special arrangement

2.13 If the *credit card* is issued as part of a special arrangement with an association, we may:

- disclose information in connection with our banking agreement to the association and
- if you end your relationship with the association then our banking agreement ends. See clause 10.3 for more information.

## 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. We may consider the latest income information you have given us in connection with any *product* when varying the *credit limit*.

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.

## 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;
- 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;
- all transactions made using a *credit card* (except when your *credit card* is lost or stolen or if the *PIN* is disclosed).

7.2 If the *credit card* is lost or stolen or if the *PIN* is disclosed, your liability shall be limited to SGD\$100 if:-

- (a) you immediately notify us in writing;
- (b) you assist in the recovery;
- (c) you furnish to us a statutory declaration in the format that we require or a police report together with any other information we may require; and
- (d) we are satisfied that such loss, theft or disclosure is not due to your negligence or default.

- 7.3 You will not be liable for any transactions made using the *credit card* after we have received your notification in writing.
- 7.4 If the *credit card* is recovered, you must immediately return it to us cut in half without using it.
- 7.5 We may (but need not) issue you a replacement *credit card* or a new *PIN* on terms and conditions as we may think fit.

#### Liability of supplementary cardholders

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

#### Disputes between you and supplementary cardholders

- 7.7 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

- 7.8 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

- 7.9 Some types of *credit cards* give you access to services provided and paid for by third parties. For example, if you hold a Visa Gold Card or Visa Platinum Card you may have access to the International Emergency Assistance Service. 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, Visa International Service Association is liable to you for any *loss* in connection with any service or its unavailability.

- 7.10 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

- 8.1 We may offer additional services for your *account*. These may include , rebate or mileage programmes, redemption schemes, balance transfer schemes, funds transfer programmes, payment arrangements, *card* protection and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.
- 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.

#### Bonus points scheme

- 8.3 Some types of *credit cards* have a *bonus points scheme*. We will inform you of the details of *bonus points scheme* from time to time. Alternatively, you can refer to [www.standardchartered.com.sg](http://www.standardchartered.com.sg) or contact us. You are deemed to have accepted our terms applicable for the *bonus point scheme* when you make any redemption.

- 8.4 We may specify from time to time the amount of Singapore Dollars which needs to be spent using your *credit card* to earn one *bonus point*. We may also from time to time specify other ways by which *bonus points* may be earned.
- 8.5 For the purposes of calculating the *bonus points* earned, the amount actually spent in any period is shown under "Purchases" in the statement for the period (or otherwise as we determine). It excludes *bonus points purchases*, *cash advances*, interest, fees and charges.
- 8.6 *Bonus points* accrue from when your *account* is opened and may be redeemed until the *bonus points cancellation date*. On the *bonus points cancellation date*, all the *bonus points* earned before the *bonus points cancellation date* are automatically cancelled.
- 8.7 Unless we notify you that you are allowed a period of time after the *bonus points cancellation date* to use or redeem your accrued *bonus points*, all applications to use or redeem *bonus points* which we receive after the *bonus points cancellation date* and any attempted use or redemption of *bonus points* occurring after the *bonus points cancellation date* is not valid and has no effect.
- 8.8 You can only use or redeem *bonus points* for the goods and services we specify from time to time. If you order any goods and services which require both *bonus points* to be used or redeemed and money to be paid, you authorise us to debit your *account* with the amount of the required monetary payment. We may reject other methods of payment.
- 8.9 You may not use or redeem any *bonus 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.
- 8.10 Unless we agree otherwise, you may not transfer *bonus points* from one *account* to another. We may allow you to combine all the *bonus points* which you have earned in all your qualifying *accounts* for use or redemption in one or more transactions.

## 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.

#### Calculation of minimum payment

- 9.3 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

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

#### How we apply payments

- 9.5 We may (but need not) apply payments we receive to pay:
- fees, charges and interest shown on any statement; then
  - any balance subject to a promotional interest rate with payment first being applied to the balance with the lowest promotional interest rate; then
  - any other balance shown on the statement; then
  - other transactions on the *account* not shown on the statement.

#### 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 and finance charge at an interest rate as set out in our *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*;
- 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 Singapore and in accordance with our usual practice.

#### Statement

- 9.10 If you think there is an error on your statement you must notify us in writing with details of the error within 14 days after the date of the statement. If you do not do so, we treat the statement as correct.

## 10. Cancellation and termination

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#### 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*;
  - 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

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- 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, for example when we send you a statement, 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

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

## 13. Meaning of words

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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.

**bonus points means** a bonus point awarded to you or a *supplementary cardholder* on the terms and conditions of any *bonus points scheme*.

**bonus points 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; and
- the date on which your *credit card* expires without renewal,

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

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

**bonus points purchase** means any purchase or part of any purchase of any goods and services made by using or redeeming *bonus points*.

**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*.

# Product Terms Applicable to: Fund Transfer Program Automatic Flexible Payment Scheme EasyPay Programme Standard Chartered Reward Program

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#### Important Notice

##### You need to read this document.

This document contains additional terms applicable to you if you use of our *credit card*. You must read it in conjunction with our Customer Terms, our Credit Card Terms and any other documents forming our banking agreement.

##### Key words

The meaning of key words printed *like this* are either explained at the end of this document or our Customer Terms or our Credit Card Terms.

##### Inconsistency

If there is any inconsistency between the *product terms* and any of our *banking agreements* relating to any specific *product*, the specific *product terms* prevail.

# Part A - Fund Transfer Program

## 1. Exception

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These terms do not apply where corporate card is issued.

## 2. How does fund transfer work

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- 2.1 The principal cardholder may apply for funds transfer to remit funds to a credit card or credit line or any bank account belonging to him or *supplementary cardholder* with other card or credit line or bank account. The sum of the funds transfer will be charged to a card account or such other new account opened by us, in the name of the *cardholder*.
- 2.2 We may refuse any funds transfer application including funds transfers to an *excluded account*.
- 2.3 We have the discretion not to process funds transfer applications for amounts less than SGD500 for each transfer. The amount of the funds transfer is subject to the principal cardholder's available *credit limit* at all times.
- 2.4 Unless we agree otherwise, funds transfers are not eligible for reward, rebate or mileage program awards.
- 2.5 There are 2 categories of funds transfers available:
- (i) non-installment repayment funds transfers; and
  - (ii) instalment repayment funds transfers.
- 2.6 We may open a new funds transfer account in the name of the *cardholder* for the purpose of the funds transfers if we approve the funds transfers application. If we do so, clause 6 & 9 of our *Credit Card Terms* apply.
- 2.7 We may make payment to the principal or supplementary cardholder's other card or credit line or bank account(s), and either debit the cardholder's card account, or the cardholder's funds transfer account as we deem appropriate by such approved funds transfer amount.
- 2.8 We will advise the principal cardholder of our decision on the transfer application by way of a letter or by reflecting the transaction on the statement. We may make payment prior to the letter or statement being received by the principal cardholder. We will advise the principal cardholder when payment is made.
- 2.9 The principal cardholder may not withdraw the application for funds transfer once payment has been effected.

## 3. Preferential interest rate

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- 3.1 We may offer a preferential interest rate on a non-installment repayment funds transfer during a promotional period. This is called a promotional transaction. Each approved funds transfer amount debited to the credit card account or funds transfer account will be treated in the same way as a charge arising from a normal card transaction and will be reflected in the statement.
- 3.2 We charge interest on the funds transfer balance in respect of any relevant promotional transaction at the preferential interest rate during the promotional period and then at the prevailing interest rate for cash advance when the promotional period comes to an end.
- 3.3 Preferential interest rate is subject to there being no default by the principal cardholder and/or *supplementary cardholder* during the promotional period. Interest applies from the date the transfer application is approved until the principal cardholder repays the funds transfer balance in full. The preferential interest rate will not be applicable to existing outstanding balances, fees and charges associated with funds transfers or other credit card transactions.

- 3.4 When a preferential interest rate is offered on an instalment repayment funds transfer, the funds transfer amount may be debited to the credit card account or funds transfer account in instalments over such instalment tenor applicable at the time of the transfer or in any other manner as we deem fit. Each instalment debited to the credit card account or funds transfer account will be treated in the same way as a charge arising from a normal card transaction and will be reflected in the statement.

- 3.5 If the *cardholder* defaults in payment, the *cardholder* will not be entitled to any preferential interest rate and we reserve the right to charge interest and/or applicable finance charges and/or late payment charges at such rate we may determine.

## 4. Interest rate

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- 4.1 Interest for the instalment is calculated on a front-end add-on method by multiplying the approved funds transfer amount by the specified interest rate for the full instalment tenor.
- 4.2 The amount of each instalment will be calculated by taking the aggregate of
- (a) the funds transfer amount; and
  - (b) the applicable interest over the instalment tenor; and
  - (c) the applicable insurance fee as stated in the application form; and
- dividing the sum total by the number of months constituting the instalment tenor.
- 4.3 However, we reserve the discretion to determine and apportion, the amount comprised in an instalment which relates to the repayment of the funds transfer amount and the payment of interest.
- 4.4 We may apportion the interest as follows:
- (a) equally in each instalment throughout the instalment tenor
  - (b) by applying *rule of 78* method to determine the amount of interest which is attributed to each instalment; or
  - (c) any means we consider fit.

## 5. Repayment, conversion or account cancellation

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- 5.1 Upon any early repayment or account cancellation, the *cardholder* will be liable for the full fund transfer balance and the finance and interest charges for all instalments for the full instalment tenor. If finance charges are already being applied to the credit card account or funds transfer account, such charges will also apply to instalments as and when charged to the credit card account or funds transfer account. In addition, *cardholder* has to pay administration fee as follows for any early repayment or account cancellation:
- (a) for *cardholder* with CashOne facility, the higher of \$250 or 5% of the full fund transfer balance;
  - (b) all other cases, \$150
- 5.2 The available *credit limit* in the *cardholder's* credit card account will be provisionally reduced by an amount equal to the funds transfer amount upon us approving the transfer application, and will be progressively restored by the amount of each instalment paid and received by us.
- 5.3 A conversion fee of S\$50 will be charged for any changes to the instalment tenor, or for conversions from instalment repayment to non-installment repayment or vice versa.

## Part B - Automatic Flexible Payment Scheme

### 6. Applicability of the scheme

---

- 6.1 This scheme only applies where Standard Chartered Platinum Access credit card is issued.

This scheme is not applicable for any cash advance, non-installment repayment funds transfer and 0% instalment plan transactions and any other promotions or transactions we may exclude.

### 7. How does the scheme work

---

- 7.1 Certain credit card transactions above the minimum card transaction will automatically qualify for the scheme and will be automatically converted into instalments payable over a certain number of months in any amount we may approve.
- 7.2 The *cardholder* authorizes us to bill the credit card account for the transaction that qualifies for the scheme until full payment of all the instalments have been paid to us. We will include the amount of all approved instalments in calculating the *cardholder's* available *credit limit*.

### 8. Interest, fees and charges

---

- 8.1 Interest and administrative fee are chargeable under the scheme at a rate determined by us. Administrative fee is chargeable on each approved card transaction. *Cardholder* must pay the administrative fee together with the first instalment appearing in the statement.
- 8.2 *Cardholder* must pay a cancellation fee of \$50 immediately if:
- (a) the scheme is terminated; or
  - (b) the card is terminated; or
  - (c) any early repayment of the scheme.
- 8.3 The *cardholder* remains liable for the principal purchase amounts at all times.

## Part C - EasyPay Programme

### 9. Exception

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- 9.1 Easy Pay Programme does not apply if a corporate card or Standard Chartered Platinum Access *credit card* is issued.

### 10. How does the programme work

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- 10.1 The *cardholder* may apply for the EasyPay within the promotion period indicated by us.
- 10.2 Upon approval of each EasyPay application, the *cardholder* must pay for the approved *credit card* transactions in the approved instalments over such number of months in such amounts as we may approve. Easy Pay Program will not be available to any credit card account of a *cardholder* who has elected to pay only the minimum payment due on any statement, whether or not the minimum sum includes any approved instalment.
- 10.3 We will bill the credit card account for the approved instalments from the time the application is approved until full payment of all approved instalments is made. The amount of all approved instalments will be included in calculating the *credit limit* of the *cardholder* at any one time.
- 10.4 EasyPay applications must be made within 30 days from the date of the card transaction within the promotion period or within such other time we may allow.
- 10.5 EasyPay is not applicable for any cash advance, balance transfer and / or funds transfer and 0% instalment plan transactions, and such other promotions and transactions we may determine.
- 10.6 We may require that EasyPay be applicable only to certain *credit card* transactions of a specified minimum value.

### 11. Fees and charges

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- 11.1 Each EasyPay application is subject to a non-refundable service fee amounting to a certain percentage of the card transaction amount. There is also a minimum service fee chargeable. Unless we agree otherwise, the service fee is payable in full together with the first approved instalment as appearing in the statement.
- 11.2 A non-refundable service charge of S\$50 is payable for any variation to the tenor of the approved instalments. The service charge will be charged to the credit card account.
- 11.3 A one-time cancellation fee of S\$150 will be payable immediately if there is any termination of any approved instalment plan, early repayment of the approved instalments or on termination of the *credit card*.

## Part D - Standard Chartered Rewards Program

### 12. The program at a glance

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- 12.1 Rewards are offered in the form of *Std\$*. You can redeem your *Std\$* for voucher or miles via a mileage transfer program.
- 12.2 In order to participate in this *program*, you must hold a Standard Chartered Bank VISA or MasterCard credit cards (excluding Cash Back Gold, AIA credit cards Manhattan, Manhattan Platinum and all corporate credit cards) issued in Singapore which are valid, subsisting and in good standing.
- 12.3 We reserve the absolute discretion to determine your eligibility to participate in this program from time to time. You are not eligible to participate in this *program* if:
- your credit card accounts have been terminated or closed; or
  - you face legal proceedings or any threat thereof; or
  - your *accounts* are delinquent or unsatisfactorily conducted for any reason; or
  - you are deceased or face legal incapacity, at any time during the term of the program up to the redemption period as specified in these terms.
- 12.4 If any of the above occurs, you will be disqualified immediately and you are not entitled to any payment or compensation whatsoever, even if the redemption vouchers (if any) have been allocated or issued to you.
- 12.5 Subject to these *terms*, all *cardholders* whose credit card accounts are in good standing are eligible to take part in the *program*,
- 12.6 If the *cardholder's* credit card account is terminated at any time for any reason, whether by the *cardholder* or by us, the *cardholder* will be disqualified from participating in this *program* and all unused *Std\$* then accrued will automatically be cancelled and no longer be available for use. The *Std\$* is not transferable to any other *credit card* account of the *cardholder*.
- 12.7 For clarity, if the *supplementary card* is terminated at any time for any reason, the principal *cardholder* will not be disqualified from participating in this *program*.
- 12.8 All benefits accrued under this *program* (whether *Std\$*, cash rewards or redemption points, called in any name) will be given to the principal *cardholder*.
- 12.9 We reserve the right to vary the *program* featured or substitute any reward with another of a similar value, and to change, add, delete any terms of this *program* at any time without prior notice.
- ### 13. How *Std\$* works?
- 
- 13.1 All eligible *credit cards* will earn a certain amount of *Std\$* for every card retail transaction charged to their *credit card* accounts effected using a credit card. The *Std\$* you earn may defer depending on the *credit card* you used to effect the transaction. For details, please contact us.
- 13.2 *Std\$* is calculated on the amount of card retail transactions effected on a daily basis and rounded down to the nearest *Std\$*.
- 13.3 The following are excluded from the computation of *Std\$* with respect to the *program*:
- balance transfers* to the *credit card*;
  - charges incurred by the *cardholder* but not submitted by the merchants or banks or posted by us to the *credit card* accounts during the duration of the *program*;
  - fees and charges such as annual card fees, interest charges, cheque processing fees, administrative fees, finance charges and / or late payment charges and other miscellaneous fees and charges (list is not exhaustive);
  - fees and charges reversed from the cards accounts;
  - amounts which have been rolled over from the preceding months' statements; and
  - such other charge, fees or payment as we may decide from time to time.
- We may determine, vary, amend or substitute the conversion rates of *Std\$* to the amount charged under the credit card account without notice and without giving you a reason.
- 13.4 If the credit card account is cancelled at any time during the duration of the *program* and a new credit card account subsequently opened within the duration of the program, the *Std\$* from the cancelled credit card account will be not transferred to the new credit card account.
- 13.5 We may suspend the calculation and accrual of *Std\$*, to rectify any errors in the calculation or otherwise adjust the calculation as we deem fit.
- 13.6 The *cardholder* may select and redeem any one or more of the rewards featured in the *program* catalogue, our website or in any other publications in any medium, via any redemption channel we may inform the *cardholder*. The use of any particular channel for redemption will be governed by its terms and conditions then in force and your redemption indicates your acceptance of such terms.
- 13.7 Requests made via our hotline or any other redemption channel provided by us are deemed to be made by the principal *cardholder* upon confirmation of the rewards.
- 13.8 The estimated period for processing of a redemption request is 10 working days or more. Rewards vouchers for successful redemptions will be mailed to the *cardholder's* billing address. For cash rewards, the amount will be credited into the principal *cardholder's* credit card account within 10 working days.
- 13.9 *Std\$* required for all reward redemptions will be immediately deducted from the *cardholder's* credit card account, upon a successful rewards request. For partial reward redemptions, the cash amount required will be immediately charged to the *cardholder's* credit card account, upon a successful rewards request.
- 13.10 All requests will be processed on a first-come, first-served basis, and are subject to sufficient *Std\$*, sufficient *credit limit* and rewards availability.
- 13.11 *Std\$* balance will be reflected in the credit card statement. *Std\$* earned are non-transferable. *Std\$* which have been successfully redeemed cannot be refunded or transferred back to any card account.
- 13.12 Adjustments will be made to the *Std\$* if there are any credits posted to an account including those arising from returned goods or services, or from billing disputes.
- 13.13 If a *cardholder* has more than 1 credit card:
- Std\$* earned on other card accounts cannot be aggregated for purposes of redemption of rewards or for a fee waiver. However, if we allow and make available, *cardholder* may choose to aggregate the *Std\$* earned on line subject to the terms and conditions we may impose; and
  - the relevant *Std\$* required for any of the rewards redemption will be deducted from any of the credit card account with the *Std\$* expiring at the earliest date. *Cardholder* is not allowed to specify any particular credit card account for which the *Std\$* will be deducted.
  - and has attempted to redeem any rewards through more than one reward redemption channel, we reserve the discretion to assign and effect the redemption through any channels as we may deem fit.
- 13.14 *Std\$* earned by a *supplementary cardholder* will be credited to the principal *cardholder's* card account and may be used only by the principal *cardholder* for redemption of rewards.
- 13.15 *Std\$* for a full or partial waiver of the credit card annual fees will be automatically deducted when your annual fees are due upon the annual renewal of cardmembership. Any *Std\$* balance remaining thereafter will be negated after 3 years from the date of the opening of the account. To enjoy the fee waiver, the *cardholder* has to ensure that sufficient *Std\$* is set aside via phone banking.

#### 14. Rewards in the form of voucher

- 14.1 Vouchers will be issued in the name and billing address of the principal cardholder, indicating the reward as selected by the *cardholder*.
- 14.2 To redeem, the *cardholder* must present the relevant, original voucher and the *credit card* used for the rewards redemption to the *merchant* as proof of eligibility.
- 14.3 The *cardholder* is required to sign on the voucher upon redemption.
- 14.4 Any payments required in connection with the redemption of the voucher are to be made with the *credit card*.
- 14.5 Unless otherwise agreed by the *merchant*, the voucher cannot be used to purchase items on promotional or special offer, sale or discount; or used in conjunction with any other discount or privilege or membership card or promotional voucher.
- 14.6 Redemption of the voucher is subject to availability and additional conditions as may be imposed by the *merchant*. These are specified either in the rewards catalogue or by the *merchant* at the point of redemption. If the *merchant* is, for any reason, unable to supply the product or service stated in the voucher, the *merchant* may supply alternative products or services of similar quality and price to the *cardholder*.
- 14.7 It is the *cardholder's* responsibility to arrange or make, any additional meals, transportation or accommodation arrangement or any other incidental arrangements made in connection with any voucher.
- 14.8 Unless otherwise indicated, no minimum purchase is required and multiple vouchers can be used in the redemption.
- 14.9 A redemption once made, may not be cancelled nor is it refundable or exchangeable for cash or kind, *Std\$*, any other voucher or merchandise.
- 14.10 We may, but are not obliged to, replace a lost, damaged or stolen voucher on the *cardholder's* written request. If the voucher is damaged, we may exchange the damaged voucher for another, upon the *cardholder's* production of the original voucher. We may charge a service fee of S\$10 for the replacement or exchange of any voucher and the full retail value of any used or redeemed voucher which was reported lost by the *cardholder*.
- 14.11 Issuance of a dining, hotel or resort stay, and spa etc, voucher does not constitute a reservation. The *cardholder* is responsible for making any and all reservations or other arrangements as may be appropriate or required, and notifying the *merchant* and paying any ancillary costs in connection with using any voucher.
- 14.12 We are not an agent of the *merchant* and make no representation as to the quality of the goods and services provided. Any disputes about the quality of the product or the services rendered should be resolved directly with the respective *merchant*.
- 14.13 Unless otherwise stated, all vouchers must be utilised by the expiry date as stated on the voucher. No extensions will be granted beyond the expiry date.

#### 15. Mileage Transfer Program

- 15.1 These terms apply if you participate in the *mileage transfer program*.
- 15.2 Participation in our *mileage program* is also subject to the terms and conditions stipulated by the individual airline's frequent flyer program.
- 15.3 To participate in the Asia Miles™ program, the principal cardholder must first be enrolled with the Standard Chartered Bank's Mileage Transfer Asia Miles™ Program. An annual enrolment fee of S\$20 will be charged to the *cardholder's* credit card account upon the registration and enrolment.
- 15.4 There is no enrolment fee to participate in the Singapore Airlines KrisFlyer Program.

- 15.5 A principal cardholder who is enrolled in either of the *mileage transfer program* can effect the transfer of miles at the conversion rate of Std\$1 = 2 miles or such other rate as we may specify from time to time.
- 15.6 Each mile transfer by the principal cardholder to his designated airline's frequent flyer program will be in minimum blocks of Std\$500.
- 15.7 For each conversion of Std\$ to his designated airline's frequent flyer miles, a transfer fee of S\$10 (exclusive of government service tax) is chargeable. Government service tax will be charged accordingly.
- 15.8 Approximately 3 weeks are required to process the transfer of Std\$ to miles. Urgent requests to expedite such a transfer will not be entertained. Once an application to transfer Std\$ to miles has been approved by us, no amendment or cancellation or reversal will be allowed.
- 15.9 *Cardholder* will not receive any voucher or confirmation regarding the transfer. However, *cardholder* may check with the respective airline for an update of accumulated miles.
- 15.10 We are not responsible for any fraud or unsuccessful transfer. In the latter case, *cardholder's* Std\$ will be reinstated to his card account and no notification will be given if transfer is unsuccessful due to insufficient Std\$.
- 15.11 We are not responsible for the miles, which have been successfully transferred, or for the actions of the individual airline in connection with the *cardholder's* *mileage transfer program*.
- 15.12 The individual airline may change its mileage program terms and conditions, including regulations, policies, benefits, conditions of participating or mileage levels, in whole or in part at any time with or without notice, even though such changes may affect the value of the mileage already accumulated.
- 15.13 All miles redeemed by the *cardholder* must be credited to their own individual Asia Miles or KrisFlyer account under their name.

#### 16. Meaning of words

**excluded account** means one of the following accounts: Standard Chartered credit card, personal credit, home renovation loan, personal loan, overdraft, any mortgage loan or any other account we may from time to time designate as an excluded account for the purpose of the funds transfer.

**mileage transfer program** means collectively the Asia Miles™ mileage program and Singapore Airlines KrisFlyer mileage program

**program** means Standard Chartered Rewards Program

**promotional transaction** is defined in clause 3.1

**rule of 78** is a method of computing interest-refund on a fixed installment loan (with add on interest) that is paid-off before its full duration (maturity). A refund is necessitated because, on such loans, interest is not paid uniformly but forms a larger percentage of the installment in the early months than in the later months. Therefore, a pre-paying borrower would have already paid more interest than required. To determine how much interest was paid in each month:

- (1) add up the number of the digits of the months of the loan period; ; and
- (2) divide this total into the numbered payments in reverse order and multiply with the monthly installment amount;

**Std\$** means Standard Dollars

**terms** means Standard Chartered Rewards Program terms

# Credit Card Tariff Sheet

This leaflet is intended as a quick consumer guide only. It contains an outline of the principal terms and conditions if you use our credit card. All charges are subject to change.

For clarification, you may call our

**MANHATTAN Buddy** at 1800 3333 969 or

**Direct Banking** at 1800 747 7000

## Repayment grace period

22 days from billing/statement date.

## Finance charges for purchases

Please note that this section does not apply to purchases under Automatic Payment Scheme ("Scheme"). Please refer to Finance charges for Platinum Access below for details.

Effective interest rate is as indicated on your statement. If payment is not made in full by the due date, finance charges will be calculated on a daily basis at the effective interest rate indicated on your monthly statement on the outstanding balance from the statement date, and on all new transactions from the respective transaction dates.

Note: No finance charge will be levied if payment is received in full by the due date AND there is no balance carried forward from the previous statement.

## Finance charges for Platinum Access

Effective interest rate for purchases under the Scheme : 9.32% per annum. If payment is not made in full by the due date, and there is a balance carried forward from the previous statement, then the finance charges is at 24.45% per annum (effective interest rate). Finance charges will be calculated on a daily basis at 0.067% on the outstanding balance from the statement date.

Administrative fee of 6% will be charged on all approved credit card transactions under the Scheme.

## Cash advance charges

Cash advance fee per transaction is charged as follow: 6% on the Cash Advance, subject to a minimum fee of S\$15.

## PLUS

Finance charges at 0.077% per day on the amount withdrawn from the date of the transaction until the date of full payment.

Effective Interest Rate: 28% (minimum).

Funds transfer computation: Interest would immediately accrue when the we make payment of the funds transfer to the other account of the *cardholder*.

## Minimum monthly repayment

- Classic VISA/MasterCard/ Gold VISA/ MasterCard/ Platinum VISA/ MasterCard Manhattan card : S\$50 or 3% of the new balance, whichever is the greater, plus overdue amounts; or
- Platinum Access without the Scheme : S\$50 or 3% of the new balance, whichever is the greater, plus overdue amounts. Accounts that are over the limit : 3% of the new balance plus the excess over the credit limit, plus any overdue amounts.
- Platinum Access with the Scheme : aggregate of all monthly installment plus any overdue amounts. Accounts that are over the limit : full monthly installment for the total of all approved card transaction under the Scheme plus any overdue amounts.
- funds transfer account : the minimum payment is the aggregate of the full monthly instalment amount of the approved funds transfer plus any overdue amount. Accounts that are over the limit : full monthly installment for the total of all approved purchases or full monthly installment for the total approved funds transfer plus excess over the credit limit plus any overdue amounts.

**Note** : Minimum payment due includes any outstanding minimum payment due (in full or in part) in respect of previous statements.

We reserve the right discretion to determine or vary the basis upon which the minimum payment due is calculated.

## Late payment charges

Tiered late charges if minimum payment is not received by the due date.

<u>New Balance Amount</u>	<u>Late Payment Charge</u>
Up to S\$3,000	S\$50
S\$3,000.01 and above	S\$60

For NUSA Credit Card and MANHATTAN Card with S\$500 credit limit, a flat fee of S\$45 applies.

The Effective Interest Rate applicable on your credit card and funds transfer account(s) will be adjusted to 28% per annum if the minimum payment is not received in full by the next Statement Date on any of your credit card and fund transfer account(s). If you have only missed one payment, it will be reinstated to the prevailing Effective Interest Rate once minimum payment is made in full. If however your account has been twice or more past due\* on a consecutive basis, the Effective Interest Rate will revert to 24.455% once minimum payment is made in full. \* An account is considered past due if the minimum payment due is not received in full before the next Statement Date.

The adjustment/ reinstatement of interest rate will be effective on the first working day after your next Statement Date once minimum payment is made in full.

## Annual membership fee

Classic Card

- Principal Card S\$60
- Each Supplementary Card S\$30

Gold/NUSA Gold /Prudential Gold Card/ MANHATTAN Gold

- Principal Card S\$150
- Each Supplementary Card S\$88

Platinum / Prudential Platinum/ NUSA Platinum/ Business Platinum and Pru Prestige Visa Signature/MANHATTAN Platinum Card

- Principal Card S\$180
- Each Supplementary Card FREE

Standard Chartered Visa Infinite Card

- Principal Card S\$300
- Each Supplementary Card S\$150

NUSA Credit Card / MANHATTAN Card with \$500 credit limit: S\$30

## Lost/stolen card liability

The *cardholder* will not be liable for any unauthorised credit card transactions effected after a written notification is received by us and we are satisfied that he has acted in good faith and with all responsible care and diligence in safeguarding the card and in promptly reporting its loss to us and the police. This limitation of liability does not apply to cash advances.

## Retrieval fee

Requests for copies of sales drafts and statements are subject to the following charges:

<u>Sales Draft Statement</u>	<u>Charge per copy</u>
Current to 2 months old	Free
3 months to under 1 year old	S\$10
1 year to 5 year old	S\$20
Beyond 5 years old	S\$50

## Overlimit fee

If the current balance on your card account exceeds your credit limit, an overlimit fee of S\$40 will be charged to your card account.

## Service fee

Returned cheque (insufficient funds)	S\$50
Rejected Direct Debit	
Authorisation (insufficient funds)	S\$50
Post-dated Cheque Payment	S\$25
Credit Refund via Cashier's order	S\$10
Branch Counter Payment	S\$5

## Replacement fee

Replacement card	S\$20 per card
Picture replacement for Picture Credit card	S\$20 per picture

## Overseas transactions

All transactions effected in a currency other than Singapore Dollars will be converted from the transaction currency into Singapore Dollars at a rate selected by VISA/MasterCard International.

All VISA International cards overseas transactions will be subject to a charge of 1%, representing the charge imposed by VISA International on us.

All MasterCard International cards may be subject to the following charges representing the card imposed by MasterCard International on us:

- Transactions in currencies other than Singapore Dollars incurred outside of Singapore will be subject to a charge of 1%.
- Transactions in currencies other than Singapore Dollars incurred in Singapore will be subject to a charge of 0.2%
- Transactions in Singapore Dollars incurred outside of Singapore will be subject to a charge of 0.8%

All overseas transactions will also be subject to a fee of 2.5%. The exchange rate for such overseas transactions may differ from the rate on the transaction date due to market fluctuation.

## Information to ask for

- Request your bank to give you the highlights of terms and conditions governing the credit card that you are applying for to provide you the following information:
  - Repayment grace period
  - Interest rate charges for outstanding balances
  - Minimum monthly payments
  - Late payment charges
  - Annual membership fees
  - Cash advance charges
  - Lost/Stolen card liability
- At the same time, ask yourself the following 15 questions when applying for a credit card:
  1. Why am I applying for this card?
  2. Can I pay for the purchases in full each month? Or do I intend to pay the minimum sum required and rollover my payment?
  3. If I do rollover my payments, do I have the capacity to pay the accompanying charges?
  4. Do I understand the terms and conditions for the use of the card? For example, do I know what the various fees, interest, finance charges and penalties that accompany the use of the credit card?
  5. What action can the bank take if I fail to settle my overdue payments?

## Membership fees

6. When will the promotional free membership period, if any, expire? What is the fee I will have to pay after the expiry period?

## Payment

7. What is the minimum amount I have to pay each month?
8. How much interest do I have to pay on the outstanding amount?
9. If I do not make the minimum payment for one month, what are all the interest and other charges that I will have to pay?
10. What are the charges I will incur if my payment, either by cheque or GIRO, is returned for whatever reasons?

## Cash advances

11. If I take a cash advance from my credit card line, what are the charges that I will have to pay?

## Loss of credit card

12. If I lose my credit card, what must I do?
13. If I lose my card what are my liabilities for unauthorised purchases?

## Credit limit

14. What is my credit limit?

## Changes in terms and conditions

15. If there are any changes in the terms and conditions for the use of the card, will I be informed of these changes? If so, when will I be informed of these changes?

For a full set of the Code of Consumer Banking Practice Code, please refer to <http://www.abs.org.sg/documents/CodeBook.pdf> for more information.

