



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

- 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 documents for the *product*:
- the *application*;
 - any letter of offer;
 - these Customer Terms;
 - the *product terms*;
 - our *approval*;
 - the *tariff sheet*;
 - any guidelines we issue in connection with use of the 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.

A separate banking agreement is entered into each time you and we agree that you may use a *product*. For example, if you accept a *letter of offer* for more than one *product*, a separate “banking agreement” is established at that time for each *product* on the terms set out, or referred to, in the *letter of offer*.

The terms of our banking agreement apply to each use of the *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 the *product terms* or any *letter of offer*), 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

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*, our *letter of offer*, 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;
- your request for funds exceeds the applicable limit;
- you have not provided us with all other documents and information we reasonably request;
- you give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

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

3. Review

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

- terminate or cancel our banking agreement;
- vary any limit or interest rate applying to the *product* or vary the term of the *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 account holder to give instructions or all account holders to give instructions jointly). If no method of operation is specified, any one account holder may operate the account.

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

- 4.2 We act on the account operating authority until you vary (by removing or adding *authorised persons*) or cancel it. If you want to vary the account operating authority by changing either the *authorised persons* or the method of operation, or cancel the account operating authority, you must give instructions in writing to the branch where the *account* is conducted. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within 7 banking days after we accept your instructions.
- 4.3 We honour for payment all cheques and other instruments signed in accordance with the previous authority if they are dated before, but presented after, we have processed the instructions.
- 4.4 We rely on any instructions given by an *authorised person* in accordance with the account operating authority.
- 4.5 An *authorised person* must use the same signature for all *products* as used on the account operating authority and a signature for an account operating authority must not be in the form of a rubber stamped mark.

Scope of account operating authority

- 4.6 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

- 4.7 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 account holder may give instructions and obtains title to the *account*. Any payment we make to the surviving account holder or a court discharges any obligations we owe to you.

- 4.8 If one joint account holder dies, the obligations of the surviving account holder and our rights (including set off) under our banking agreement are not affected.

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 18 (Liability for transactions).

Form of instructions

- 5.2 Instructions must 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 account holder, 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 account holder, we may ask for the instruction to be given by all account holders 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 overdrawn

- 6.1 If you or an *authorised person* makes any withdrawal, payment or other transaction on an *account* (including by cheque or use of a *card* or *electronic banking service*) or any other debit is made to the *account* which would result in:
- a debit (or negative) balance in the *account*; or
 - any agreed overdraft limit applying to the *account* under a line of credit or other loan facility being exceeded,
- this is known as overdrawing the *account*.
- 6.2 We need not:
- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an *account*, which would cause an *account* to be overdrawn; or
 - transfer funds from any other *account* to the overdrawn *account* in order to effect the withdrawal or transaction.
- 6.3 We may (but need not) allow an *account* to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an *authorised person*.
- 6.4 If we allow an *account* to be overdrawn:
- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
 - the amount by which the *account* is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
 - when we ask, you must repay that advance and any interest which is calculated in accordance with our usual practice and at the interest rate that we notify to you.

7. Notices and communications

Contact information

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

Form of notices and communications

- 7.2 Unless otherwise provided in our banking agreement, notices and communications must be 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*
- *electronic alert*
- mobile banking
- *fund transfer services*
- *point of sale banking*
- *eStatements*
- other e-commerce or value added services.

Please contact us for details of the *electronic banking services* available to you.

Using electronic equipment

8.2 When a transaction is made with *electronic equipment using a security code*, you authorise us to act on the instructions entered into that *electronic equipment*.

We treat use of a *security code* as evidence that you or an *authorised person* issued the instructions (see clause 5 for more details).

Problems with instructions

8.3 If it is not possible to direct an *electronic banking service* to a specified *account* in accordance with the instructions you or an *authorised person* gives the *electronic equipment*, we may direct it to any *account* that is linked to a *security code*.

9. Using electronic banking services

Availability

9.1 *Electronic banking services*, and certain facilities under the *electronic banking services*, may be available only for certain types of *accounts* and not others.

Eligibility

9.2 Unless we agree otherwise, you and each authorised person must be at least 18 years of age to use *electronic banking services*. However, if we permit you or an authorised person to use *electronic banking services* even though you or they are below 18 years of age, this does not affect our rights under our banking agreement.

Preconditions to use

9.3 We only make an *electronic banking service* available if:

- you are recorded as the legal and beneficial owner of the *account* and use of the *electronic banking service* in respect of the *account* is acceptable to us;
- you have registered for the particular type of *electronic banking service*. Contact us to arrange this; and
- you and each *authorised person* has complied with the activation procedures we specify.

Guidelines

9.4 If we issue any guidelines in connection with the use of any *electronic banking services*, the guidelines must be followed whenever anyone accesses the *electronic banking service*. We are not liable for any loss you incur as a result of any failure to do so.

Limits

9.5 *Electronic banking services* may be limited to specific amounts set by law or by us or by the owner or operator of the *electronic equipment*. For example, there are maximum and minimum daily withdrawals amounts that may vary.

Application of terms

9.6 These terms apply to your use of an *electronic banking service* whenever you subscribe for the *electronic banking service* even if you subscribe after you begin to use a *product*.

Joint accounts

9.7 If the 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.

9.8 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

9.9 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

9.10 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

9.11 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

9.12 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.

Electronic alerts

9.13 The electronic alerts available are:

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

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

Availability

9.15 The availability, speed and proper functioning of *electronic banking services* depends on many variable circumstances, including location, mobile network and internet availability and signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

Suspension

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

Fees and charges

- 9.17 In addition to any fees and *costs* you must pay us, you must pay any fees or charges imposed by the provider of the *electronic equipment* and your telecommunications provider for using *electronic banking services*.

Variations

- 9.18 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

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.

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 account holders 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 account holders which is different from those in the <i>source account</i> , or an account known to us to be held by you in different capacities.
International telegraphic transfer service	To instruct us to transfer funds from a <i>source account</i> to a specified account with a bank in another country.

Fund transfer limits

- 11.3 You and each *authorised person* may issue as many instructions to transfer funds in any one day as you wish. However, you and each *authorised person* may only issue instructions to transfer up to the preset or personalised limit per day.
- 11.4 The preset daily limit may differ for different types of fund transfers and different types of *accounts*. The limits may also be applied on an aggregated basis between differing *fund transfer services*. For

details of the preset limits, see our website.

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

Bill payment services

- 11.8 If you use the bill payment services, we may give reports to payees, listing all users of the *electronic banking services* who have made payments to that payee and the respective amounts paid by each of those users. You consent to us disclosing to the payee any information required in the reports.
- 11.9 Neither you nor any *authorised person* may issue instructions that will cause any limit we set for the bill payment services to be exceeded.
- 11.10 Payees may only receive payments after any minimum processing time we set.

International Telegraphic Transfer Service

- 11.11 If you or an *authorised person* uses the International Telegraphic Transfer Service:
- you or they must register each recipient using *online banking* before you or they may make an *online telegraphic transfer* to that recipient. Once a recipient has been registered, you are solely responsible to update any changes to the recipient's particulars (excluding name or identity particulars) by the *electronic banking services*. We are not liable for any *loss* which may result if you fail to update the recipient's particulars before making an *online telegraphic transfer*; and
 - the rate of exchange applying to each *online telegraphic transfer* is our prevailing rate of exchange for the relevant currencies at the time that the online telegraphic transfer is processed, and not at the time the instruction is entered by you or the authorised person.

When we need not execute fund transfer instructions

- 11.12 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:
- the *source account* does not contain sufficient funds to make the fund transfer; 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 receive each *eStatement* within

24 hours of the eStatement or eStatement Notification being sent by us.

- 12.4 You must use only software compatible with the eStatement service to access the eStatement.

13. Other services and programmes

- 13.1 We are not responsible for any services that are not controlled by us, through which you or an *authorised person* accesses any *electronic banking services*, and we are not liable for any loss you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

- 13.2 From time to time we offer incentive programmes or value added services in connection with *electronic banking services*. These may be provided by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

Part D – Cards

14. Cards – generally

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

A *prepaid card* is not an *ATM card*, *debit card* or *credit card*. If you apply for a *prepaid card* we provide you with separate terms and conditions of use.

Issue of cards

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

Card is our property

- 14.3 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

- 14.4 A *card* must be signed immediately on receipt.
- 14.5 You must ensure that the signature of the *authorised person* on the *card* is the same as on the account operating authority.
- 14.6 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 fees or charges which are charged to a *linked account*. You should keep the transaction records that you or any *authorised person* are given.

Use of cards

- 14.7 *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.
- 14.8 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

- 14.9 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

- 14.10 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

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

Restrictions on use of a card

- 14.12 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.

- 14.13 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

- 14.14 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

14.15 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).

14.16 We treat any use of a replacement or renewed *card* as a valid activation of the card.

Features on a card

14.17 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.

14.18 We are not liable for the loss or inaccuracy of any information stored on a card.

Cancellation or expiry

14.19 You may cancel a *card* by giving us notice in writing. You must immediately destroy any cancelled or expired *card*.

Refunds

14.20 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

14.21 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.

Withholding payment

14.22 If you report unauthorised transactions on your *credit card*, you may withhold paying the disputed amount until we complete our investigation. You must pay the disputed amount if your report is proved to be unfounded. We may impose late fees on the disputed amount.

Exchange rate

14.23 Non-local transactions will be converted to local currency at a rate we reasonably consider appropriate (see clause 22.1 (Currency of payment)), which may be a rate set or resulting from procedures adopted by a third party. For example, if the *card* is a Visa or MasterCard card, conversion is done using US dollar as the base currency on the date the transaction is received by us or processed, at the exchange rate and at the time determined by Visa International or MasterCard International at its absolute discretion. In any case, the exchange rate may differ from the rate in effect on the date of the transaction due to market fluctuations. Any rate imposed is final and conclusive and you bear all exchange risks, *loss*, commission and other bank costs which may be incurred as a result.

Using an ATM card

14.24 You or an *authorised person* may only use an *ATM card* at an *ATM* or at a *EFTPOS* or *NETS* terminal.

14.25 Transactions you or an *authorised person* conduct overseas will be denominated in the currency of the country where you or they are located.

14.26 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.

14.27 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.

14.28 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.

15. Debit cards

Where you may use a debit card

15.1 A *debit card* may be used in Singapore and in most countries overseas.

Pre-authorisation procedure

15.2 Some *merchants* are required to specifically authorise transactions using *debit cards*. If this is the case, the transaction is processed as follows:

- the *merchant* debits an amount determined by it (called a "blocked amount") from a *linked account* on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount;
- the difference between the blocked amount and the transacted amount is released and credited into a *linked account* after we process and pay the transacted amount; and
- if there is any difference between the transacted amount billed or there is any delayed billing by the *merchant*, we may make any necessary adjustment by debiting or crediting a *linked account*, in order to reflect the correct transacted amount.

Minimum balance of linked account

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

Cashback

15.4 Some debit cards gives you cashback on certain transactions carried out in the account linked to the debit card. Check with us for details. We reserve the right to debit any of your account with us for the cashback given to you if the transactions are cancelled, voided or reversed for any reason.

16. 360° Rewards programme

16.1 Some types of cards have *Standard Chartered 360° Rewards programme*. For details please refer to the product brochure or contact us.

16.2 *360° Rewards Points* may be earned when a *cardholder* (including any person you authorise as a supplementary *cardholder* on your *account*) uses a *card* in the manner specified in the *product brochure*. However, *360° Rewards Points* accrue on your *account* only.

16.3 We may specify from time to time the amount of Singapore dollars which needs to be spent using your *card* to earn one *360° Rewards Points*. We may also from time to time specify other ways by which *360° Rewards Points* may be earned.

16.4 The *product brochure* sets out the method for calculating *360° Rewards Points* earned. *360° Rewards Points* cannot be earned on *360° Rewards Points purchases*, *cash advances*, *interest*, *fees* or *costs*.

16.5 *360° Rewards Points* accrue from when your *account* is opened and may be redeemed until the *360° Rewards Points cancellation date*. Except as set out in the *product brochure*, all *360° Rewards Points* earned before the *360° Rewards Points cancellation date* are automatically cancelled on the *360° Rewards Points cancellation date*. Cancelled *360° Rewards Points* are not reinstated in any circumstances (including if your *account* is reinstated).

16.6 Unless set out in the *product brochure* or we notify you that you are allowed a period of time after the *360° Rewards Points cancellation date* to use or redeem your accrued *360° Rewards Points*, all applications to use or redeem *360° Rewards Points* which we receive after the *360° Rewards Points cancellation date* and any attempted use or redemption of *360° Rewards Points* occurring after the *360° Rewards Points cancellation date* is not valid and has no effect.

16.7 Unless we agree otherwise, you may not redeem *360° Rewards Points* for cash and may only use or redeem *360° Rewards Points* for the purposes of goods and services we specify from time to time. If you order any goods and services which require both *360° Rewards Points* to be used or redeemed and money to be paid, you authorise

Part E – Security procedures and liability

us to debit your *account* with the amount of the required monetary payment. We may reject other methods of payment.

- 16.8 You may not use or redeem any *360° Rewards Points* if the status of any of your *accounts* are not normal or current or if a *cardholder* is in *default* or has otherwise not complied with the terms of our banking agreement.
- 16.9 Unless we agree otherwise, you may not transfer *360° Rewards Points* from one *account* to another. We may allow you to combine all the *360° Rewards Points* which you have earned in all your qualifying *accounts* for use or redemption in one or more transactions.

17. 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

- 17.1 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*.
- 17.2 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.
- 17.3 If you lose a *security code* or it stops working we may issue you with a new one if you ask us in writing.
- 17.4 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.
- 17.5 You must instruct us in writing if you want to cancel a *security code* issued to you or an *authorised person*.
- 17.6 We may cancel a *security code* without notice.
- 17.7 We are not responsible for any services that are not controlled by us, by which you or an *authorised person* obtains any *security codes*, and we are not liable for any loss you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the *costs* in connection with it.

Protecting security codes, cheque books and passbooks

- 17.8 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.
- 17.9 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).
- 17.10 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

17.11 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, blank cheque or signed cheque 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.

17.12 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen security code, cheque book or passbook.

17.13 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.

17.14 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

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

Take the following precautions

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

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

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

Not access any electronic banking services from any electronic equipment connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your or their access or otherwise gain access to the electronic banking service by that electronic equipment, network or environment.

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

Requests for security code or account details

17.16 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

17.17 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

17.18 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.

18. Liability for transactions

Disputed transactions

18.1 If there is a disputed transaction involving a card, a card number or a cheque book and the card or cheque 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.

18.2 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;
- 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;
- transactions conducted using electronic banking service (other than by using a credit card) not authorised by you or an authorised person (for example, a transaction which is carried out by someone other than you or an authorised person without your knowledge and consent) if you or any other authorised person have acted fraudulently, acted with gross negligence such as failing to properly safeguard or prevent unauthorised access to a security code, passbook or cheque book or not notifying us if a security code, passbook or cheque book is lost or stolen;
- transactions not conducted using a card or electronic banking service where you or an authorised person breach our banking agreement or are negligent in any way; and
- any other transactions specified in the product terms.

However, if you have a credit card, see clause 7 of our Credit Card Terms on the limitation of your liability for lost or stolen credit cards. Also see clause 345 which sets out circumstances where we are not liable to you for loss.

Part F – Payments

19. Interest, fees and costs

You need to ensure you are aware of and understand the interest, fees and costs referred to in these Customer Terms and additional interest, fees and costs 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 costs applying at the relevant time.

Interest & fees

19.1 You must pay the interest, fees and costs applying to a *product* from time to time. Interest rates (including our base lending rates) and fees and costs are revised periodically. You can find out current rates and fees and costs 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

19.2 Additional fees and costs 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

19.3 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

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

19.5 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

19.6 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

19.7 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

19.8 Any interest or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice. If we agree to capitalise interest (or if default interest is charged under clause 19.7), we may add to the outstanding principal amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.

No refund

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

Costs on cancellation

19.10 If our banking agreement ends, you cancel any *product* before using it or you do not proceed to use a *product* within any period we specify in our banking agreement, we may require you to pay,

interest, fees and costs incurred in connection with our banking agreement or the *product*. This includes any legal costs in connection with preparation of documents (such as *securities*) even if these documents have not been signed.

20. You indemnify us

- 20.1 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 service provided by a third party such as services arranged by a *card association*;
 - 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 and debt collection costs, such as valuation fees and auctioneer's charges).
- 20.2 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.
- 20.3 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*.

21. 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

21.1 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. If you are required to deduct or withhold any amount, the payment you must make to us must be increased so that the amount of the payment we receive after the deduction or withholding is equal to the amount otherwise payable.

Independent payment obligations

21.2 Your obligation to pay any amount under our banking agreement is separate from each other obligation to pay.

Right of set off

21.3 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, a garnishee order or similar order of court is served on us, 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 adjust 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*).

21.4 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*.

21.5 For the purposes of clauses 21.3 and 21.4, each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate they reasonably consider appropriate.

Banking days

21.6 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

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

Insufficient funds

21.8 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.

Automatic payment from account with another institution

21.9 If we require you to pay us an amount by automatic payment from an account with another financial institution you must:

- organise a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that *account* and deposited in your *nominated account* on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that *account*.

Honouring payment instruments

21.10 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

- ensure that you have sufficient funds in the *account* to be debited (including any *account* with another financial institution or the *nominated account*);
- not stop cheques;
- not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the *account* on which cheques are drawn.

Post-dated cheques

21.11 If we require you to pay an amount by post-dated cheques, you must:

- give us post-dated cheques in our favour for an amount equal to each payment amount; and
- replace the cheques if we ask.

How we apply payments

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

21.13 Unless set out in the *product terms*, 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

21.14 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

21.15 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

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

22. Currency conversion and indemnity

Currency of payment

22.1 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

22.2 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.

Conversion after default

22.3 Despite any other provision of our banking agreement, at any time after you are in default we may convert to the *base currency* at a rate determined by us any part of the *balance owing* for the *account* for the *product* which is not due to us in the *base currency* ("*foreign currency obligation*").

22.4 The applicable *foreign currency obligation* is then taken to be replaced with an obligation to pay us an amount of the *base currency* equal to the amount of the *base currency* needed for the conversion plus the *costs* of the conversion.

Currency restrictions

22.5 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

22.6 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

23. Information you give

Information must be correct

23.1 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 changes is incorrect or misleading.

What you must give us

23.2 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.

23.3 You must notify us if there is any change in your employment, business or profession within 14 days of the change.

23.4 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.

23.5 You consent to us periodically checking your credit status with any credit bureau or credit reference agency.

Representations

23.6 You represent and warrant that:

- you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into each of our banking agreements and any *security* you provide and to comply with your obligations and exercise your rights under them;
- your obligations under each of our banking agreements and any *security* (and the obligations of any *security provider*) are valid, binding and enforceable and neither you nor any *security provider* will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under any of our banking agreements or any *security*;
- all the information given by you or any *security provider* (or on your or their 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 or a *security provider's* financial circumstances which may have a material adverse effect on your or the *security provider's* ability to meet any of your or their obligations to us;
- neither you nor any *security provider* has withheld any information that might have caused us not to enter into any of our banking agreements or provide any *product* to you (including information about the assets you or they own);
- neither you nor any *security provider* or any assets you or they own has immunity from the jurisdiction of a court or from legal process;
- 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 you transact with us as a trustee, executor, agent or nominee, you are authorised to do so;
- neither you nor any *security provider* is 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.

24. Information we give

Any information we give to you is for reference purposes only. We do our best to ensure that the information we provide is accurate and complete. However, we are not liable for the accuracy or completeness of the information given.

25. Information we disclose

25.1 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 bureau or 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 financial institution which you have or may have dealings for the purpose of conducting credit checks (including in the form of bank references);
- any court, tribunal or authority (including *HDB*, *CPF* or 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*,

whether they are located in or outside Singapore.

25.2 You consent to the recipients of the information we disclose, using and transferring the information where it is necessary to provide you with services in connection with an *account*.

25.3 You consent to us contacting you at the address, email address and phone numbers you have provided to us, to give you information on other products and services that we, or our strategic partners, may offer.

25.4 To the extent permitted by law, you and each *security provider* waive all rights to make claims or complaints under any law imposing a duty of confidentiality on us.

26. Statements and records

26.1 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.

26.2 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 account holders. We send the *consolidated statement* to the "Primary Account Holder" as stated on the *application* unless you instruct us to send it to another account holder.

If you think there is a mistake

26.3 You should retain all transaction records to enable you to verify entries. You must check these entries

and your passbook, or any counterfoil, 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.

- 26.4 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

26.5 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

26.6 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 we issue, or decision we make, about a matter or an amount payable in connection with our banking agreement is conclusive evidence.

26.7 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

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

Termination by either party

- 27.1 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.
- 27.2 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

27.3 We may end any (or all) of our banking agreements for a *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 do not pay on time an amount due under any of our banking agreements or any other arrangement you have entered into with a member of the *Standard Chartered Group*. (This includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payment.); or
- you have breached any other term of any of our banking agreements or any other arrangement you have entered into with a member of the *Standard Chartered Group*; or
- you have breached any term of any arrangement you have with another financial institution; or
- another financial institution has suspended or terminated your use of any banking facility; or
- a *security provider* has breached any term of any security or any agreement entered into in connection with the assets the subject of the *security*, any other *security interest* they have provided to us or any other arrangement they have entered into with a member of the *Standard Chartered Group*; or
- any *security* or insurance we require in connection with a *product* is or becomes unenforceable or is withdrawn or terminated without our consent; 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* stops payment, ceases to carry on its business or a material part of it or threatens to do so; or
- you or any *security provider* acts fraudulently or dishonestly; or
- any of your or any *security provider's* assets are subject to enforcement of a judgment by any party; or
- any assets the subject of a *security* or any of your business or the business of a *security provider* is in jeopardy; or
- you are convicted of a crime; or
- legal proceedings to recover debts or criminal proceedings are commenced against you or any *security provider*, or
- we consider that an *account* is being operated in an irregular or improper manner; or
- any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
- any thing occurs which, in our opinion, is likely to have a material adverse effect on your (or a *security provider's*) business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our banking agreements or any *security*; or
- any other event of default (however described) under any of our banking agreements or any *security occurs*; or

- performance of any obligation by either you or us under any of our banking agreements or a *security provider* under any *security* breaches, or is likely to breach a law or a requirement of any authority.

Our rights under this clause do not affect any other right under any of our banking agreements and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

Additional rights to terminate

- 27.4 The *product terms* or these Customer Terms may specify additional circumstances in which you or we may end our banking agreement for a *product*.

28. What happens on termination

Banking agreement

- 28.1 After our banking agreement for a *product* ends, you must:
- not use the *product* or any benefits in connection with the *product*;
 - immediately repay all amounts owing to us under our banking agreement including the *balance owing* for the *account* for the *product*;
 - do any other thing which our banking agreement requires to be done when your right to use the *product* ends.

No effect on rights and liabilities

- 28.2 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

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

29. Enforcement action

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 any *account* to your or a *security provider's* assets;
- taking steps to enforce our rights against your or a *security provider's* assets such as by lodging caveats;
- commencing legal proceedings against you or a *security provider*.

30. Suspension

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

31. Conversion of accounts and ruling off

- 31.1 At any time we may convert or consolidate 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 or consolidate the *account* and we will allocate a new account number.
- 31.2 If our banking agreement for a *product* ends, we may open a new *account*. We need not notify you if we do so. All amounts we receive in connection with our banking agreement for the *product* after termination are taken to be credited to the new *account*.

32. Security

Banker's lien

- 32.1 In addition to any other *security* we require to secure any amount you owe us at any time, 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 assets to satisfy your obligations to us. We may do so without notifying you.

Security over all assets

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

Further security

- 32.3 In addition to any *other security* we may require, 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 any of your *accounts* and any other amount which you may owe us in the future; and
 - to allow us to exercise our rights in connection with your assets.

No dealings

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

Changing the security

- 32.5 If you want to provide additional or replacement *security* for a *product* (for example, if you want to move house but you want to keep any loan we have provided to you), please contact us to discuss. If we agree to your request, it will be on terms we specify. For example, the replacement *security* must be in form and substance we approve and you must pay all applicable fees and costs.

Ensure compliance by security provider

- 32.6 You must ensure that each *security provider* complies with their obligations under the *security* they have provided to us.

Security continues until release

- 32.7 Any *security* continues until we have released it.

Appointment as attorney

- 32.8 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 property which are the subject of the *security*).

33. Valuations

- 33.1 If we ask, you must arrange, pay for and provide us with a valuation report in connection with any 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.
- 33.2 We may arrange for further valuation reports in connection with any asset the subject of any *security* at any time. We debit the cost of the valuation report from your *account*.
- 33.3 If as a result of the further valuation report, we consider that the *security* is inadequate, you must provide us with further *security* in form and substance we specify.

34. Insurance

- 34.1 For some *products*, we require insurance to be maintained, for example life insurance, insurance over any asset which is the subject of *security* or mortgage insurance. 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.
- 34.2 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.
- 34.3 You must comply with the terms of any insurance policy that we require in connection with a *product*.
- 34.4 If we permit you to make your own arrangements for insurance, you must pay us an administration fee and any *costs* we specify. You must provide us with the original insurance policy and the original receipt for the amount paid for the insurance.
- 34.5 If you have made arrangements with the insurer which allow us to cancel the insurance when you are in *default*, we may apply any amounts that are refunded by the insurer against any amount you owe us.
- 34.6 If we arrange insurance for your benefit, you must pay all amounts the insurer requires in connection with the policy and we debit those amounts from your *account*. The insurance cover will only take effect from the date we notify you. If a claim is unsuccessful, you may not claim against us and we are not liable for any loss you incur.
- 34.7 We may accept any commission from an insurance company in connection with any insurances which we arrange.

35. General

Exclusion of liability

- 35.1 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, your *default*, termination of any of our banking agreements, 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 35.1 is subject to clause 18.

We take no responsibility for your decisions

- 35.2 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 *costs* 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.

Hyperlinked sites

- 35.3 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

- 35.4 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.
- 35.5 If any *circumstances* beyond our *control* occur, we may take any action we consider appropriate in connection with your account.

Further steps

- 35.6 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

- 35.7 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

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

Waiver

- 35.9 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

35.10 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

35.11 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. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

How we may exercise our rights

35.12 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.

35.13 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

35.14 Except for a waiver or variation in accordance with clauses 35.9 or 35.10, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.

35.15 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.

35.16 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).

35.17 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

35.18 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

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

Conflicting claims

35.20 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

35.21 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

35.22 We may pay or receive a fee or commission 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).

Outsourcing

35.23 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

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

35.25 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

35.26 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

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

Opening further accounts

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

Severability

35.29 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

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

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

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

No consent from the persons referred to in this clause is required for the parties to vary or rescind

our banking agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

Change in constitution

35.32 You must not change your constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without our consent. You must also ensure that each *security provider* does not do so without our consent. 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, admission of any new partner or otherwise.

Anti-money laundering and counter terrorism financing

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

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

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

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

Reports

35.36 Any report we obtain from any valuer or consultant is for our use only. Even if we give you a copy of the report, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

Our decision is conclusive

35.37 If there is any dispute in connection with our banking agreement, our decision is conclusive and binding unless there is a manifest error.

Counterparts

35.38 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

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

Jurisdiction

35.40 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

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

Part K – What to do if you have a complaint

36. What to do if you have a complaint

- 36.1 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.
- 36.2 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.

37. 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, for a *product*, a Standard Chartered Bank application form signed by you together with all related forms and consents signed by you in connection with your application for the *product*.

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.

base currency means, for a *product*:

- in the case of a *mortgage facility*, the currency in which the limit is expressed; or
- in any other case, the currency of the place where the *product* is provided to you.

card means an *ATM card*, a *debit card* or a *credit 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*.

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*.

costs includes costs, charges and expenses, including those in connection with legal advisers.

CPF means Central Provident Fund.

credit card means a credit card with the branding of a *card association* issued by us on an *account* in accordance with credit card *product terms*.

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 27.3 (Termination by us);

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

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

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*.

HDB means Housing and Development Board.

insolvency or insolvent means, for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

- suspension of payments, moratorium of indebtedness, bankruptcy, winding up or composition or arrangement with creditors;
- the appointment of a receiver, administrator in respect of that person or any of their assets;
- expropriation, compulsory acquisition or resumption of any of their assets;
- attachment, sequestration, distress or execution affecting any of their property or the enforcement of any *security interest* over their assets; or
- any thing having a substantially similar effect to any of these things happening in any jurisdiction.

letter of offer means, for a *product*, any letter of offer from us offering to provide you with the *product*.

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

loss includes any loss, damage, demand, claims, liabilities and costs of any kind.

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

nominated account means an *account* opened and maintained by us which you and we have agreed is to be the *account* used for the purposes of transactions in connection with a *product*.

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 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).

Standard Chartered 360° Rewards programme means any scheme from time to time established or designated by us which allows a **cardholder** to:

- earn 360° Rewards Points when they use a *card* or pay for any goods and services; and
- use or redeem the 360° Rewards Points to pay or exchange for the goods and services at the outlets as we specify.

The scheme may not necessarily be called a Standard Chartered 360° Rewards programme.

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

360° Rewards Points means CashBack or reward in any other form awarded to you on the terms and conditions of any *Standard Chartered 360° Rewards programme*.

360° Rewards Points cancellation date means the earlier of:

- unless otherwise set out in the *product brochure*, 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 *card* is terminated or the *account* for the *card* is closed; or
- the date on which the *card* expires without renewal.

360° Rewards Points purchase means any purchase or part of any purchase of any goods and services made by using or redeeming 360° Rewards Points.

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

A reference to:

- "our banking agreement" means, for a *product*, the agreement between you and us made up of the applicable 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 person (including you) 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 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;
- any reference to any details set out in a document (for example, limits, fees, interest rates or repayment arrangements) is a reference to those details as varied in accordance with our banking agreement or as otherwise agreed; and
- 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 *PIN/password* 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 our banking agreement your relationship with the association also 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 on an *account* or to you.

Exceeding your credit limit

3.3 It is your responsibility to ensure that the *credit limit* is not exceeded.

3.4 In calculating whether the *credit limit* has been exceeded, we may take into account:

- any transaction made using the *credit card* but which has not been debited from the *account* for a *credit card*; and
- any authorisation we have given to a third party in connection with a proposed transaction using the *credit card*.

Credit limit exceeded

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

4 Cash advance

How to obtain a cash advance

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

Maximum limit on cash advance

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

5 Balance transfer

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

5.2 You should continue to make any required payments to the account from which you transfer a balance until we confirm that the account has been credited. We are not liable for any overdue payment or interest incurred relating to the account from which you transfer a balance.

5.3 Any payment made on your *account* for the *credit card* will first be applied to reduce the *balance transfer* before any other *balance owing*.

6 Interest, fees and charges

6.1 Interest, fees and charges (including finance charges, cash advance fees, overlimit fees, annual fees and administrative fees) are set out in the *product brochure* and 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 you or any *supplementary cardholder* to comply with the terms of our banking agreement;
- all transactions made using a *credit card* (including any *supplementary card*) except for disputed transactions where you prove otherwise in accordance with clause 17 of the Customer Terms;
- the *balance owing* for the *account* for a *credit card* (including all amounts debited and credited to the *account* for the *credit card* by any *supplementary cardholder*);
- 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; and
- all transactions made using a *credit card* (except when your credit card is lost or stolen or of the PIN is disclosed)

Lost of credit cards

- 7.2 If the *credit card* is lost or stolen or if the PIN is disclosed, your liability will be limited to SGD\$100 if:-
- you immediately notify us in writing;
 - you assist in the recovery;
 - 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
 - we are satisfied that the loss, theft or disclosure of the credit card or the PIN 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 not use the credit card and immediately return it to us cut in half.
- 7.5 We may (but need not) issue you a replacement *credit card* or new PIN on terms and conditions we may deem fit.
- 7.6 Where one of you is a minor, any other *cardholder* must procure compliance of all the minor's obligations under our banking agreement.

Liability of supplementary cardholders

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

Disputes between you and supplementary cardholders

- 7.8 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

- 7.9 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

- 7.10 Some types of *credit cards* give you access to services provided 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.
- 7.11 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 reward programmes, 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.
- 8.3 For details of any reward or other loyalty programme applying to the *credit card*, please refer to our Standard Chartered 360° Rewards programme terms or contact us.

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 as set out in the *tariff sheet* or elsewhere in our banking agreement;
 - you must not use the *credit card* until the minimum payment has been paid;
 - we may suspend your use of the *credit card*.

Payment in full if we ask

- 9.8 Despite any other term of our banking agreement, at any time we may demand immediate payment of any amounts owing to us, whether or not already reflected in a statement and whether or not due and payable as at the date of the demand.
- 9.9 Interest is payable on the amounts referred to in clause 9.8 and is calculated in the same way interest is calculated on *cash advances* on your *account* and on the basis that it accrues daily, starting from the date of our demand and ending on the date of payment in full.

Refunds to the credit card account

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

Statement

- 9.11 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.
- 9.12 We need not issue a statement for your *credit card* if no transaction has been recorded on the *account* for your *credit card* since the previous statement.

10 Cancellation and termination

How to terminate

- 10.1 At any time we may choose to:
- cancel or suspend your right to use the *credit card* or end the *account* for a *credit card*;
 - 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 and any *supplementary cardholder* must not use and are not entitled to use the *credit card* (including any *supplementary card*) or any benefits in connection with the *credit card* (including any *supplementary card*);
 - you and any *supplementary cardholder* must cut the *credit card* (including each *supplementary card*) in half so that the magnetic strip and hologram are no longer intact; and
 - you must immediately pay all amounts owing to us in connection with the *credit card* (including any *supplementary card*) (including the *balance owing* for the *account* for the *credit card*). Interest is payable on such amounts and is calculated in the same way interest is calculated on *cash advances* on your *account* and on the basis that it accrues daily, starting from the date you or we end the *account* for a *credit card* and ending on the date of payment in full.

Termination of use of supplementary card by cardholder

- 10.4 Either you or a *supplementary cardholder* may end the use of a *supplementary card* by:
- notifying us in writing; and
 - cutting the *supplementary card* in half so that the magnetic strip and hologram are no longer intact and return the *supplementary card* to us.
- 10.5 If the *supplementary card* is not returned to us, we may take prompt action in accordance with our procedures applicable to lost cards to prevent further use of the *supplementary card*. You may be liable for any transactions made using the *supplementary card* until it has been returned or until we are able to implement the procedures which are applicable to lost cards. We may impose any charges incurred from implementing such procedures.

11 Variation

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

12 Suspicious transactions

- 12.1 We need not honour suspicious transactions (and need not notify you if this is the case).
- 12.2 We may publish any information in connection with the *credit card* in the warning bulletin notifying the *merchants* to seize the *credit card*. We need not give any reason for doing so.
- 12.3 We may block the *account* for a *credit card* if we consider there is any reason for doing so.

13 Meaning of words

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

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

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

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

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

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

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

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

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

Product Terms Applicable to: Fund Transfer Programme Automatic Flexible Payment Scheme EasyPay Programme Standard Chartered 360° Rewards programme

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Important Notice

You need to read this document.

This document contains additional terms applicable to you if you use 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 Programme

Product Terms

1. Exception

These terms do not apply where corporate card is issued.

2. How does fund transfer work

- 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/credit line/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 programme awards.
- 2.5 There are 2 categories of funds transfers available:-
- (i) non-instalment 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, clauses 6 and 9 of our *Credit Card Terms* apply.
- 2.7 We may make payment to the principal or *supplementary cardholder's* other *card/ credit line/ 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

- 3.1 We may offer a preferential interest rate on a non-instalment 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

- 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

- 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-instalment repayment or vice versa.

Part B - Automatic Flexible Payment Scheme Product Terms

6. Applicability of the scheme

- 6.1 This scheme only applies where Standard Chartered Platinum Access *credit card* is issued.
- 6.2 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* authorises 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.
- The *cardholder* remains liable for the principal purchase amounts at all times.

Part C - EasyPay Programme Product Terms

9. Exception

- 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

- 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

- 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 *card*.

Part D - Standard Chartered 360°

Rewards programme

12. The programme at a glance and eligibility

- 12.1 Rewards are offered in the form of *360° Rewards Points*. Unless we agree otherwise, you may redeem your *360° Rewards Points* for voucher or miles via a mileage transfer programme.
- 12.2 Unless we agree otherwise, in order to participate in this *programme*, you must be a principal *cardholder* holding a Standard Chartered Bank VISA or MasterCard credit cards (excluding CashBack Gold, AIA credit cards MANHATTAN, MANHATTAN Platinum and all corporate *credit cards*) issued in Singapore which are valid, subsisting and in good standing. The *programme* is subject to promotion period and all vouchers or rewards must be redeemed within the time frame stipulated by us, for details, contact us or visit our website.
- 12.3 We reserve the discretion to determine your eligibility to participate in this *programme* from time to time. You are not eligible to participate in this *programme* if:-
- (a) your *credit card accounts* have been terminated or closed; or
 - (b) you face legal proceedings or any threat thereof; or
 - (c) any of your *accounts* with us are delinquent or unsatisfactorily conducted for any reason; or
 - (d) you are deceased or face legal incapacity, at any time during the term of the *programme* up to the redemption period as specified in these terms; or
 - (e) you are in breach of our banking agreement.
- 12.4 If any of the above occurs, you will be disqualified immediately and you are not entitled to any payment or compensation, even if the redemption vouchers or any other rewards in any form (if any) have been allocated or issued to you. In addition, all unused *360° Rewards Points* then accrued will automatically be cancelled and no longer be available for use.
- 12.5 For clarity, if the *supplementary card* is terminated, the principal *cardholder* will not be disqualified from participating in this *programme*.
- 12.6 All benefits accrued under this *programme* (whether *360° Rewards Points*, cash rewards or redemption points, called in any name) by the *principal cardholder* or the *supplementary cardholder* will be given to the *principal cardholder*.
- 12.7 We reserve the right to vary the *programme* featured or substitute any reward with another of a similar value, or change, add, delete any terms of this *programme* at any time without prior notice.
- 12.8 Any vouchers or rewards issued are subject to individual merchant's terms and conditions.
- 12.9 Please read these Standard Chartered 360° Rewards programme Product Terms together with our Customer Terms and our Credit Card Terms. In the event of inconsistency, these terms prevail only to the extent of such inconsistency. Terms printed like this (in *italics*), if not defined in these terms, are either defined in our Customer Terms or our Credit Card Terms.
- 12.10 premiums, finance charges and / or late payment charges and other miscellaneous fees and charges (list is not exhaustive);
- (d) fees and charges reversed from the *credit cards accounts*;
- (e) amounts which have been rolled over from the preceding months' statements; and
- (f) any other charge, fees or payment as we may stipulate from time to time.
- We may determine, vary, amend or substitute the conversion rates of *360° Rewards Points* to the amount charged under the *credit card account* without prior notice and we need not give you a reason for this.
- 13.4 If the *credit card account* is cancelled at any time during the promotion period of the *programme* and a new *credit card account* subsequently opened within the promotion period of the *programme*, the *360° Rewards Points* 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 *360° Rewards Points*, to rectify any errors in the calculation or otherwise adjust the calculation as we deem fit without giving you prior notice or reason.
- 13.6 If you comply with all the conditions of the *programme* and have the required qualifying *360° Rewards Points* amounts, you may select and redeem any one or more of the rewards featured in the *programme* catalogue, our website or in any other publications in any medium, via any redemption channel we make available to you from time to time. 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 5-7 working days or more. Rewards vouchers for successful redemptions will be mailed to the *principal cardholder's* billing address. For cash rewards, the amount will be credited into the *principal cardholder's credit card account* within 5-7 working days.
- 13.9 *360° Rewards Points* required for all reward redemptions will be 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 *360° Rewards Points*, sufficient *credit limit* and rewards availability.
- 13.11 *360° Rewards Points* balance will be reflected in the *credit card* statement. *360° Rewards Points* which have been successfully redeemed cannot be refunded or transferred back to any *credit card account*.
- 13.12 Adjustments will be made to the *360° Rewards Points* if there are any credits posted to a *credit card account* including those arising from returned goods or services, or from billing disputes.
- 13.13 If you have more than 1 *credit card*:-
- (a) unless we agree otherwise, *360° Rewards Points* earned on other *card accounts* cannot be aggregated for purposes of redemption of rewards or for a fee waiver,
 - (b) the relevant *360° Rewards Points* required for any of the rewards redemption will be deducted from any of the *credit card account* with the *360° Rewards Points* expiring at the earliest date. You are not allowed to specify any particular *credit card account* for which the *360° Rewards Points* will be deducted.
 - (c) If you have attempted to redeem any rewards through more than one reward redemption channel, we reserve the discretion to assign

13. How do 360° Rewards Points work?

- 13.1 Unless otherwise stated, all eligible *credit cards* earn *360° Rewards Points* for retail transaction charged to the *credit card*.
- 13.2 *360° Rewards Points* is calculated on the amount of card retail transactions effected on a daily basis and rounded down to the nearest *360° Rewards Points*.
- 13.3 The following are excluded from the computation of *360° Rewards Points* with respect to the *programme*:
- (a) *balance transfers* to the *credit card*;
 - (b) charges incurred by the *cardholder* or the *supplementary cardholder* but not submitted or posted to the *credit card accounts* during the promotion period of the *programme*;
 - (c) any fees and charges such as annual card fees, interest charges, cheque processing fees, administrative fees, insurance

and effect the redemption through any channels in any order as we may deem fit.

13.14 *360° Rewards Points* 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 *360° Rewards Points* 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 card membership. Any *360° Rewards Points* balance remaining thereafter will be negated after 3 years from the date of the opening of the account. However, *360° Rewards Points* accumulated for Visa Infinite cards does not expire. To enjoy the fee waiver, you have to ensure that sufficient *360° Rewards Points* is set aside.

14. 360° Rewards Points Transfer

14.1 Subject to 13.4, you can transfer *360° Rewards Points* to any nominated family members or friends who hold a valid credit card. A fee of \$10 will be charged for every 100,000 *360° Rewards Points* transferred to each nominee. For cardholders of the Visa Infinite card, no charges will apply.

14.2 You can nominate up to maximum of 5 family members or friends to transfer the *360° Rewards Points* to.

14.3 You can only transfer the *360° Rewards Points* to any persons nominated if both of you are not in breach of clause 12.3 above.

14.4 *360° Rewards Points* transferred will follow the latest points expiry date of the nominated account.

14.5 All expired *360° Rewards Points* cannot be transferred.

14.6 Unless we agree otherwise, once the *360° Rewards Points* transfer has been processed, it is irrevocable and cannot be cancelled or altered.

14.7 Fraud or abuse of the redemption may result in the forfeiture of accumulated points or *360° Rewards Points* as well as the cancellation of a credit card.

15. 360° Rewards programme Product Terms and Conditions

15.1 These *360° Rewards* programme Product Terms and Conditions set out how we reward you in the form of *360° Rewards Points*, if you bank with us. The amount of *360° Rewards Points* rewarded differs depending on which customer segment you are in, i.e. whether you are our Private Banking, Priority Banking, Preferred Banking or Personal Banking customer.

15.2 Under this programme, you get rewarded with *360° Rewards Points* when:-

- you spend on a credit card (known as "Credit Card Spend rewards") issued by us in Singapore; or
- if you hold the products in the Product Categories or, based on the average or outstanding balance or the average assets under management in the Product Categories (known as "Relationship Rewards").

15.3 Credit Card Spend Rewards

Unless otherwise stated, all eligible credit cards earn 1 point for S\$1 for retail transaction charged to the credit card. This is known as 1x reward.

However, you may be rewarded with more *360° Rewards Points* (ie, on a multiplier of more than 1x) depending on the customer segment you are in and/or the Credit Card spend.

15.4 Relationship Rewards

If you are our:-

- Private Banking or Priority Banking customer, we reward you based on the average or outstanding balance or the average assets under management in the Product Categories with us.
- Preferred Banking or Personal Banking customer, we reward you based on Product Categories.

15.5 You must read these terms and conditions together

with our Customer Terms, the Credit Card Terms, Standard Chartered 360° Rewards programme Product Terms and any other documents forming our banking agreement.

15.6 Priority Banking 360° Rewards programme

Please read this part together with our Priority Banking Services And Privileges International Terms And Conditions.

15.6.1 Eligibility

- If you are our Private Banking or Priority Banking customer holding Standard Chartered Visa Infinite Credit Card ("**Visa Infinite Card**"), you are eligible to be rewarded under this Priority Banking 360° Rewards programme.
- The Visa Infinite Card account must be valid and in good standing.

15.6.2 Credit Card Spend Rewards

- If you are our Private Banking or Priority Banking customers holding Visa Infinite Card, you get 2.5 points for every S\$1 you spend.
- If you are our Preferred Banking or Personal Banking customer holding Visa Infinite Card, you get 1 point for every S\$1 you spend.
- Subject to 12.3 of Part D above, your *360° Rewards Points* earned on your Visa Infinite Card do not expire.

15.6.3 Priority Banking Relationship Rewards

With effect from 1 August 2011, to earn the *360° Rewards Points* on your relationship holdings you must :-

- be the principal cardholder of the Visa Infinite Card;
 - be the primary account holder of any of the product in the Product Category;
 - charge at least one retail transaction to the Visa Infinite Card each calendar month; and
 - hold a current account (whether in joint names or single name) with us
- If you satisfy all the above, you earn 25 points for every \$10,000 average monthly balance depending on the Product Category (ie, Visa Infinite Card, Mortgage Loans, selected Investments, Current and/or Savings Accounts, Fixed Deposits and Online Banking). Para (d) above does not apply to existing Visa Infinite Cards approved and issued before 1 August 2011. See below for details.

Mortgage Loans

- If you have Mortgage Loans with an outstanding balance of at least S\$100,000 with us, you will be awarded with *360° Rewards Points* based on the outstanding balance on your Mortgage Loans at the close of the preceding month. Mortgage Loans that are approved but not disbursed will not be taken into consideration for the calculation of the *360° Rewards Points*. The maximum *360° Rewards Points* that can be awarded for under this Product Category per month is 5,000 points.
- Eg, If you have S\$3,000,000 balance in a Mortgage Loan with us, $S\$3,000,000 \times 25 / 10,000 = 7,500$ points
However, you will only be rewarded with 5,000 points, as the maximum *360° Rewards Points* that can be awarded for any Product Category per month is 5,000 points.

Investments

- For selected *Investments* with us, you will be awarded with *360° Rewards Points* based on the average daily balance for each calendar month. Please contact us for the eligible *Investments* where *360° Reward Points* will be awarded. CPF purchased funds will not be taken into consideration in the calculation of the *360° Rewards Points*. The maximum *360° Rewards Points* that can be awarded for under this *Product Category* per month is 5,000 points.

Current and/or Savings Accounts

- If you have *Current and/or Savings Accounts* with us, you will be awarded with *360° Rewards Points* based on the average daily balance of all local and foreign currency accounts for each calendar month. Balance (if any) in the *MortgageOne* account will not be taken into consideration when calculating *360° Rewards Points*. The maximum *360° Rewards Points* that can be awarded for under this *Product Category* per month is 5,000 points.

Fixed Deposits

- If you have *Fixed Deposits* with us, you will be awarded with *360° Rewards Points* based on the daily balance of all local and foreign currency *Fixed Deposits* for each calendar month. *Fixed Deposits* held in foreign currency, will be converted to local currency, SGD(S\$) at a rate we determine for the purposes of *360° Rewards Points* award. The maximum *360° Rewards Points* that can be awarded for under this *Product Category* per month is 5,000 points.

Exception

- If you are our Preferred Banking or Personal Banking customer holding *Visa Infinite Card* you will be eligible for *Credit Card Spend* rewards as stated in 15.6.2. However, you will not be eligible for the *Relationship Rewards* stated in 15.6.3.
- Please see below a table of summary for the Priority Banking *360° Rewards* programme.

Summary for Priority Banking 360° Rewards programme						
	Product Holdings	Monthly Card Spending	Customer Segment			
			Private Banking	Priority Banking	Preferred Banking	Personal Banking
Credit Card Spend rewards	Visa Infinite Card	All spend	2.5x	2.5x	1x	1x
360° Rewards Points	Mortgage Loans	NIL	25 points for every S\$10,000	25 points for every S\$10,000	NIL	NIL
	Selected Investments	NIL	25 points for every S\$10,000	25 points for every S\$10,000	NIL	NIL
	*Current and / or Savings Accounts	NIL	25 points for every S\$10,000	25 points for every S\$10,000	NIL	NIL
	Fixed Deposits	NIL	25 points for every S\$10,000	25 points for every S\$10,000	NIL	NIL

* *MortgageOne* account excluded

15.7 Preferred Banking 360° Rewards programme

Please read this part together with our Singapore Preferred Banking Services and Privileges Terms and Conditions.

15.7.1 Eligibility

- To qualify for the *Relationship Rewards*, you must hold valid or non-delinquent:-
 - Preferred Banking membership;
 - Standard Chartered Preferred World MasterCard credit card ("**Preferred World Credit Card**"); and
 - Preferred *line of credit* or current account with us,
- The *Relationship Rewards*, in the form of *360° Rewards Points*, will be credited to the valid *Preferred World Credit Card* account.
- Your *Preferred World Credit Card* or Preferred *line of credit* or current account that has been terminated or is delinquent will not qualify for this *360° Rewards* programme.

15.7.2 Credit Card Spend Rewards

- You get 1 point for every S\$1 you spend, in the 1st month of your *Preferred World Credit Card* account opening.

- You get 1.5 points for every S\$1 you spend from the 2nd month onwards, if your total *Credit Card spend* reflected in your statement in any particular month is less than S\$1,500.
- You get 2.5 points for every S\$1 you spend from the 2nd month onwards, if your total *Credit Card spend* reflected in your statement in any particular month is S\$1,500 or more.

15.7.3 Preferred Banking Relationship Rewards

- If you are the:-
 - principal cardholder of the *Preferred World Credit Card*; and
 - primary *account* holder of a *product* within the *Product Category*
 you will be awarded *360° Rewards Points* for that *Product Category*.

If you have multiple *account* holdings within the same *Product Category*, you will only be awarded *360° Rewards Points* one time per calendar month.

- Subject to the terms herein, you will be awarded with a maximum of 250 points per calendar month for every *Product Category*. E.g. If you have 3 *Current and/or Savings Accounts* with us, you will only be awarded 250 points.

- To earn the 360° Rewards Points for Online Banking, you must perform at least one Online Transaction every calendar month to get awarded for Online Banking.
- To earn the 360° Rewards Points, your minimum average balance in the Current and/or Savings Accounts must be more than S\$1 in order to earn the 360° Rewards Points.
- Mortgage Loans, Investments, Fixed Deposits and Current and/or Savings Accounts that are closed within the calendar month will not earn any 360° Rewards Points.
- For the Mortgage Loans product holding, commercial mortgage loans are not eligible to earn 360° Rewards Points.
- If you are our Private Banking, Priority Banking or Personal Banking

customers holding a Preferred World Credit Card and a Preferred current account, you will be eligible for Credit Card Spend rewards as follows :-

- 1 point for every S\$1 you spend, if your total Credit Card spend reflected in your statement in any particular month is less than S\$1,500.
- 2 points for every S\$1 you spend, if your total Credit Card spend reflected in your statement in any particular month is S\$1,500 or more.

However, you will not be eligible for the Relationship Rewards stated in 15.7.3.

- Please see below a table of summary for the Preferred Banking 360° Rewards programme.

Summary for Preferred Banking 360° Rewards Programme						
Product Holdings		Monthly Card Spending	Customer Segment			
			Private Banking	Priority Banking	Preferred Banking	Personal Banking
Credit Card Spend rewards	Credit Card + Current Account	< S\$1,500	1x	1x	1.5X	1x
		>= S\$1,500	2x	2x	2.5x	2x
360° Rewards Points	Mortgage Loans	NIL	NIL	NIL	250 points	NIL
	*Online Banking	NIL	NIL	NIL	250 points	NIL
	Selected Investments	NIL	NIL	NIL	250 points	NIL
	*Current and/or Savings Accounts	NIL	NIL	NIL	250 points	NIL
	Fixed Deposits	NIL	NIL	NIL	250 points	NIL

* must perform at least one Online Transaction per calendar month.

^ MortgageOne account excluded

15.8 Personal Banking 360° Rewards programme

This Part applies only if you are our Personal Banking customer holding a Platinum Card and maintain a current account or Salary Advance account.

15.8.1 Eligibility

- If you are our Personal Banking customer holding a:-
 - Platinum Card; and
 - Salary Advance account; or
 - current account (except a current account that is linked to a Personal Credit account)

with us, you are eligible to be rewarded under this Personal Banking 360° Rewards programme.

- Both accounts must be valid and in good standing.
- The rewards in this Personal Banking 360° Rewards programme is not applicable to Standard Chartered Platinum Access credit card, Standard Chartered Business Platinum credit card, MANHATTAN Platinum credit card, Standard Chartered CashBack cards, Standard Chartered corporate cards or any other Standard Chartered co-brand cards.

15.8.2 Credit Card Spend Rewards

- You get 1 point for every S\$1 you spend, if your total card spend reflected in your statement in any particular month is less than S\$1,000.
- If you hold a current account with us, you get 2 points for every S\$1 you spend, if your total Credit Card spend reflected in your statement in

any particular month is S\$1,000 or more ("double reward points"). You will enjoy the double rewards points automatically if you already have an existing current account with us.

- The current account must not be linked to a Personal Credit account.

15.8.3 Personal Banking Relationship Rewards

- If you are the:-
 - principal cardholder of the Platinum Card; and
 - primary account holder of a product within the Product Category,

you will be awarded 360° Rewards Points on that Product Category. However, you will only be awarded one time for multiple account holdings within the same Product Category.

- Subject to the above, you will be awarded with a maximum of 125 points per calendar month for every Product Category. Eg, You have 5 Fixed Deposits with us, you will only be awarded 125 points. However, you must perform at least one Online Transaction every calendar month to get awarded for Online Banking.
- If you are our Private Banking, Priority Banking or Preferred Banking customer holding a Platinum Card and maintain a current account with us, you will be eligible for the Credit Card Spend rewards stated in 15.8.2. However, you are not eligible for Personal Banking Relationship Rewards in 15.8.3.
- If you have more than one Platinum

Card, you will only be awarded 360° Rewards Points once. The 360° Rewards Points will be awarded to the Platinum Card with the smallest card number.

- Please see below a table of summary for the Personal Banking 360° Rewards programme.

Summary For Personal Banking 360° Rewards programme						
	Product Holdings	Monthly Card Spending	Customer Segment			
			Private Banking	Priority Banking	Preferred Banking	Personal Banking
Credit Card Spend rewards	Platinum Card + *Current Account or Salary Advance account	< S\$1,000	1x	1x	1x	1x
		>= S\$1,000	2x	2x	2x	2x
360° Rewards Points	Mortgage Loans	NIL	NIL	NIL	NIL	125 points
	*Online Banking	NIL	NIL	NIL	NIL	125 points
	Selected Investments	NIL	NIL	NIL	NIL	125 points
	*Current and/or Savings Accounts	NIL	NIL	NIL	NIL	125 points
	Fixed Deposits	NIL	NIL	NIL	NIL	125 points

* must perform at least one *Online Transaction* every calendar month.

^ *MortgageOne* account is excluded.

* except a current account that is linked to a *Personal Credit* account.

15.9 General terms

- For *Relationship Rewards*, your 360° Rewards Points will be calculated at the close of the preceding calendar month. For *Credit Card Spend rewards*, your 360° Rewards Points will be calculated based on the statement period. The 360° Rewards Points will be awarded on the credit card statement date.
- You will not be rewarded with *Relationship Rewards* if all accounts within the Product Category are terminated.
- We reserve the discretion to decide on the methods used to calculate the amount of 360° Rewards Points awarded to you.
- Award of 360° Rewards Points is at our discretion and we may cease to continue to award or change the amount of 360° Rewards Points awarded to you on any *Product Category* or *Credit Card spend* without giving you prior notice.
- We reserve the right to amend the 360° Rewards programme Terms and Conditions or not to give you any rewards without giving you prior notice.
- The 360° Rewards Points will be reflected in your statement.

16. Rewards in the form of voucher redemption

- 16.1 Vouchers will be issued in the name and billing address of the principal *cardholder*, indicating the reward as selected by you.
- 16.2 To redeem the rewards, you must present the relevant, original voucher and the *credit card* used for the rewards redemption to the *merchant* as proof of eligibility.
- 16.3 You are required to sign on the voucher upon redemption.
- 16.4 Any payments required in connection with the redemption of the voucher are to be made with the *credit card*.
- 16.5 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.
- 16.6 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 you.

- 16.7 It is your responsibility to arrange or make, any additional meals, transportation or accommodation arrangement or any other incidental arrangements made in connection with any voucher.
- 16.8 Unless otherwise indicated, no minimum purchase is required and multiple vouchers can be used in the redemption of any reward.
- 16.9 A redemption once made, may not be cancelled nor is it refundable or exchangeable for cash or kind, 360° Rewards Points, any other voucher or merchandise.
- 16.10 We may, but are not obliged to, replace a lost, damaged or stolen voucher on your written request. If the voucher is damaged, we may exchange the damaged voucher for another, upon the 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/ redeemed voucher which was reported lost by you.
- 16.11 Issuance of a dining, hotel or resort stay, and spa etc, voucher does not constitute a reservation. You are 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.
- 16.12 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*.
- 16.13 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.

17. Mileage Transfer Programme

These terms apply if you participate in the Asia Miles™ programme or Singapore Airlines KrisFlyer programme. You must be our principal *cardholder* to participate in any of the mileage transfer programme.

- 17.1 Participation in our mileage programme is also subject to the terms and conditions stipulated by the individual airline's frequent flyer programme.
- 17.2 To participate in the Asia Miles™ programme, you must first be enrolled with the Standard Chartered Bank's Mileage Transfer Asia Miles™ Programme. An annual enrolment fee of S\$20 will be charged to your *credit card account* upon the registration and enrolment.
- 17.3 There is no enrolment fee to participate in the Singapore Airlines KrisFlyer Programme.
- 17.4 If you are enrolled in either the Asia Miles™ Programme or Singapore Airlines KrisFlyer Programme, you can effect the transfer of miles at

the conversation rate of 5 points = 2 miles or such other rate as we may specify from time to time.

- 17.5 Each mile transfer to your designated airline's frequent flyer programme must be in minimum blocks of 2500 points.
- 17.6 For each conversion of 360° Rewards Points to your designated airline's frequent flyer miles, a transfer fee of S\$25 (exclusive of government service tax) is chargeable. Government service tax will be charged accordingly.
- 17.7 Approximately 5-7 working days and 3 weeks is required to process the transfer of 360° Rewards Points to miles for KrisFlyer Miles and Asia Miles respectively. Urgent requests to expedite such a transfer will not be entertained. Once an application to transfer 360° Rewards Points to miles has been approved by us, no amendment or cancellation or reversal will be allowed.
- 17.8 You will not receive any voucher or confirmation regarding the transfer. However, you can check with the respective airline for an update of accumulated miles.
- 17.9 We are not responsible for any fraud or unsuccessful transfer. In the latter case, your 360° Rewards Points will be reinstated to your credit card account and no notification will be given if transfer is unsuccessful due to insufficient 360° Rewards Points.
- 17.10 We are not responsible for the miles, which have been successfully transferred, or for the actions of the individual airline in connection with the Asia Miles™ mileage programme or Singapore Airlines KrisFlyer mileage programme.
- 17.11 The individual airline may change its mileage programme 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.
- 17.12 All miles redeemed by you must be credited to your own individual Asia Miles or KrisFlyer account under your name.

18. Meaning of words

co-brand card means any co-branded credit card issued by us in collaboration with another business partner with the branding of card association on an account in accordance with the product terms.

Credit Card spend means retail transactions charged to the credit card reflected in the statement in any particular month except any interest, fees, charges, funds transfer, balance transfer and cash advance.

Credit Card Spend rewards means rewards given to you (in the form of 360° Reward points or any other form or name we may decide) when you spend on a credit card issued by us in Singapore.

Current and/or Savings Accounts means any valid product holdings in current accounts (regardless of denominations) or saving accounts (regardless of denominations) as at end of the month.

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.

Fixed Deposits means any valid product holding in time deposits denominated in local currency and foreign currency as at end of the month.

Investments means any valid product holding in Unit Trusts, Medium Term Notes, Structured Deposits, Retail Bonds, Premium Currency Investment and Equity Linked Notes as at end of the month. CPF purchased funds do not qualify.

Mortgage Loans means any valid product holding in mortgage loans as at end of the month.

Online Transaction means either online bill payment or Pay-Any-Card service carried out on our Online Banking.

Personal Credit account means personal credit account or CreditOne account or Credit MANHATTAN account or any other account we may designate from time to time.

Platinum Card means the Standard Chartered Platinum Visa/MasterCard credit card issued by us in Singapore.

Preferred World Credit Card means the Standard Chartered Preferred World MasterCard credit card issued by us in Singapore.

Product Categories mean collectively Investments, Fixed Deposits, Mortgage Loans, Current and/or Savings Accounts and Online Banking. Product category means any one of them.

360° Rewards programme means Standard Chartered 360° Rewards programme.

promotional transaction is defined in clause 3.1.

rule of 78 is a method of computing interest-refund on a fixed instalment 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 instalment 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 instalment amount;

you means you, your joint account holder or your authorised person who are our Private Banking, Priority Banking, Preferred Banking or Personal Banking customers.

Visa Infinite Card means the Standard Chartered Visa Infinite Credit Card issued by us in Singapore.

Relationship Rewards means rewards given to you (in the form of 360° Rewards Points or any other form or name we may decide) by you holding different Product Categories.

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: 24.455% per annum (minimum). 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.

Interest calculation

Interest is calculated from the date of the transaction to the date of payment.

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 24.455% 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: As indicated on your monthly statement.

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

Minimum monthly repayment

a) 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

b) 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.

c) Platinum Access with the Scheme:

aggregate of all monthly instalment plus any overdue amounts. *Accounts* that are over the limit: full monthly instalment for the total of all approved *card* transactions under the Scheme plus any overdue amounts.

d) 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 instalment for the total of all approved purchases or full monthly instalment 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 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.

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

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.

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*.

Annual membership fee

Gold/Classic Card	
Principal Card	S\$60
Each Supplementary Card	S\$30

NUS Alumni Gold /Prudential Gold Card

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

NUS Alumni Credit Card/ MANHATTAN Card

S\$30

Visa Infinite

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

Preferred World

Principal Card	S\$200
Supplementary Card	FREE

Platinum

Principal Card	S\$480
Each Supplementary Card	S\$150
Business Platinum	S\$150

Prudential Platinum/ NUS Alumni Platinum/ PruPrestige Visa Signature/MANHATTAN Platinum Card

Principal Card	S\$180
Each Supplementary Card	FREE

Lost/stolen card liability

If the *credit card* is lost or stolen or if the PIN is disclosed, the *cardholder's* maximum liability is capped at SGD\$100 if the *cardholder* immediately notifies us in writing; assist in the recovery; furnish us a statutory declaration or a police report together with any other information we may require and we are satisfied that the loss, theft or disclosure of the *credit card* or the PIN is not due to the *cardholder's* negligence or default.

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>Charge per copy</u>
Sales Draft	S\$5
Statement –	
Current to 3 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

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

Overseas transactions

Transactions in US Dollars will be converted to Singapore Dollars on the date of conversion. Transactions in foreign currency other than US Dollars will be converted into US Dollars before being converted into Singapore Dollars.

All conversions will be based on the prevailing wholesale interbank rates or the government-mandated rate, as shall be determined by the respective card associations namely 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 will be subject to a charge between 0.2% to 1%.

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.

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