These terms and conditions (the "Terms and Conditions") shall only apply to Islamic deposit accounts of the Customer opened and maintained with the Bank. The Bank shall have the sole discretion to amend, add to, or delete any provision of these Terms and Conditions at any time and to such extent as permitted by law, by displaying a notice to such effect at the branch where the account is opened, and/or by and other reasonable means of notification of such changes, unless provided to the contrary in these Terms and Conditions, the Customer shall be deemed to have accepted such changes if the Bank does not receive any notice to the contrary from the Customer within 3 days from the issuance of such notice.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires:

(a) "Accounts" means the Islamic account(s) opened and maintained by the Customer with the Bank and where the context requires, shall include the Current Account and/or the Mudaraba Account.

(b) "Authorised Person" means a person authorised by the Customer (whether in the account opening form or otherwise) to act on behalf of the customer in relation to the Account(s) and any transactions in relation to such Accounts.

(c) "Bank" means Standard Chartered Bank acting through the branch at which the Account is opened. Other branches, offices and affiliates of the Bank shall have no responsibility or liability in relation to the Account.

(d) "Category" means a group of Customers having same maturity classification for their Mudaraba Account for a given currency.

(e) "Clause" means a clause of these Terms and Conditions.

(f) "Current Account" means the Islamic current accounts opened and maintained by the Customer with the Bank.

(g) "Customer" means the account holder named in the account opening form.

(h) "Mudaraba" means a partnership in profit which in one party provides capital ("Rob-ul-Maal" or "Mudaraba Investor") and the other party provides its expertise and skill in relation to the investment of such capital ("Mudarib" or "Mudaraba Manager"). Profit, if any, is shared between the parties as per an agreed ratio while loss, if any, is borne solely by the Mudaraba Investor.

(i) "Mudaraba Account" means the Islamic Shariah compliant savings & term Account(s) opened and maintained by the Customer with the Bank under which the monies placed by the Customer therein shall be invested by the Bank in Islamic Shariah Compliant Assets and where, which the context requires, includes the Mudaraba Term Account.

(j) "Mudaraba Term Account" means the Mudaraba Account which is opened by the Customer solely for the Mudaraba Term Period as shall be determined by the Customer in the Account opening form.

(k) "Mudaraba Term Period" means, in relation to the Mudaraba Term Account, a fixed term of one (1), three (3), six (6) or twelve (12) months or any other term as specified by the Customer in the account opening form.

(l) "Islamic Shariah Compliant Assets" means the investment made by the Bank, as the manager of the Mudaraba, on the basis of either the Murabaha, Ijara, Musharakah, Hire Purchase under Shirkatul Millik, Istihsan or any other modes of Islamic Shariah compliant financing as approved by the Bank’s Shariah Supervisory Committee.

(m) "Standard Chartered Group" means Standard Chartered Bank and any undertaking which is on or after the date of these Terms and Conditions becomes subsidiary undertaking of Standard Chartered Bank, a parent undertaking of Standard Chartered Bank or subsidiary undertaking of parent undertaking of Standard Chartered Bank, as those 3 terms are construed in accordance with Section 258 of English Companies Act 1985 (as amended).

(n) "Branches" means the Islamic Banking Branches in Bangladesh

(o) "Terms and Conditions" means the terms and condition herein contained, as varied, amended, supplemented or modified from time to time.

(p) "Profit Allocation Period" means the period when the Bank declares profit rates for different accounts from time to time.

(q) "Bank’s Shariah Supervisory Committee" means Standard Chartered Bank (SCB) Shariah Supervisory Committee.

1.2 INTERPRETATION

Unless the context requires otherwise, the following rules shall apply:

a) Where two or more persons constitute the expression, the Customer, all covenants, agreements, undertakings, stipulations, obligations, conditions and other provisions hereof and their liability herein shall be deemed to be made by and be binding and applicable respectively on them jointly and each of them severally and shall also be binding on and applicable to their personal representatives, successors and/or assigns jointly and severally.

b) Reference to any person including the Customer, the Bank and/or any other persons and/or any other persons and/or legal entities shall include the personal representatives, successors and/or assigns of the person.

c) Reference to any person shall include any corporation, firm, partnership, society, association, statutory body and any authority, whether local or foreign.

d) The clauses and other headings herein are for case of reference only and shall not affect the interpretation of any provision hereof.

e) Reference to a statutory provision includes reference to any modification, consolidation or re-enactment of it for the time being in force, and all statutory authorities or instruments or orders made pursuant to it.

f) Words importing the singular meaning shall where the context admits include the plural and vice versa.

g) Words for a gender include all genders.

h) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

2. INSTRUCTIONS

a) The Bank is authorised to act on all instructions given in accordance with the signing instructions stated in the Account opening form or otherwise provided to and accepted by the Bank. If any instructions are unclear or if the Bank receives conflicting instructions, the Bank may choose not to act upon them or any of them until the ambiguity or conflict has been resolved to the Bank’s satisfaction. The Bank has no obligation to verify that any instructions are genuine.

b) If the Bank agrees to act upon telex, telephone, facsimile, electronic communication, email, letter or other form of instructions, the Bank shall be authorised to act upon such instructions, purporting to be issued by, or believed by the Bank to be issued by, the Customer or an Authorised Person. The Customer acknowledges and assumes all risks and liabilities with respect to the accuracy of such instructions or the consequences of the default and indemnify and hold the Bank harmless in all respect; and all ancillary matters, including with regard to any liability of the Customer or any representative, successors and/or assigns of the person.

(c) Neither the Bank nor any of its officers, employees or agents shall be under any liability to the Customer or to any other person for any loss or damage caused as a result (including any reason of delay), direct or indirect, of acting upon or refraining from acting upon instructions or in construing or processing such instructions in error, including duplication of transactions through inadvertence or oversight, negligently, or through misdescription or fraud, and the Bank may debit any Account with any amount paid out pursuant to the receipt of such instructions.

d) The Customer shall indemnify and hold harmless the Bank, its officers, employees and/or agents, against any loss, cost, damage, expense or liability which they or any of their employees or agents may be held liable in respect of any act or omission, or in failing to act or in any other manner whatsoever, in acting upon any letter or other communication received through the use of Security Codes, including but not limited to the transfer of funds (subject of limits as may be imposed by the Bank from time to time) from my Account.

e) The Customer agrees and acknowledges that, subject to any express written instructions of the Customer, any Authorised Person(s) appointed by the Customer shall be fully empowered to act on behalf of the Customer in all transactions with the Bank and that the Bank may comply with and act on any instructions given by such Authorised Person(s) without limitation; (ii) the Authorised Person(s) is / are authorised to arrange with the Bank advances (by way of financing or otherwise) and any other credit, guarantee or other forms of facilities from time to time and sign and provide such security as may be required by the Bank; (iii) the Authorised Person(s) may order any transfer to his/her personal account or order, or may charge the credit balance of the Account or any part thereof as security for credit facilities granted to such person(s) or third parties, (iv) the Authorised Person(s) may delegate the powers conferred on the Authorised Person(s) or any of them, to others, (v) the Authorised Person may vary amend, or revise any mandate or instruction previously given to the Bank.

f) The Customer agrees and acknowledges that the Bank’s Shariah Advisory Committee may from time to time amend or establish further guidelines for the Bank in respect of the Account(s) and/or recommend subsequent changes, modifications or further requirements relating to the Account(s) and/or these Terms and Conditions. The Customer hereby consents to the compliance by the Bank and the Customer with any amended or further guidelines and to any subsequent changes, modifications or requirements in relation to the Account(s) and/or these Terms and Conditions relating thereto.

3. DEPOSITS, CREDITS AND WITHDRAWALS

a) The Bank shall be entitled, in its sole discretion, to refuse any instrument or deposit and may limit the amount in the deposited and or return any deposit or any part thereof at any time and from time to time.

b) No deposits shall be made available to the Customer until the Bank has received cash or its equivalent at the branch where the Account is maintained. Proceeds of deposits are not available until cleared funds are received by the Bank. In accepting items for August 2019
6. CURRENT ACCOUNTS

(a) The Bank shall be irrevocably authorised to honour and debit to the Customer's Account any cheques and instruments presented for payment drawn by the Customer on the Current Account.

(b) The Customer hereby agrees and undertakes: (i) to protect the chequebook issued by the Bank, and the Customer and the Bank hereby irrevocably agrees that it assumes full and absolute responsibility and liability in respect of the issuance and use of any cheques and shall be responsible in all cases arising out of theft of the chequebook or the misuse or loss of or damage to such cheques or cheques or controls, instruments, including forgery, regardless of whether the aforementioned misuse was committed by any employee(s) of the Customer or by any other person, and the Customer shall sustain all the consequences of the same irrevocably and hereby waives any claim or right to sue the Bank and (ii) to use only the cheques supplied by the Bank; and (iii) to indemnify the Bank in respect of the Bank's acceptance of any stop payment order.

(c) The Bank may at its discretion and without assigning any reason, and without incurring any liability whatsoever for doing so, refuse to honour any cheques, draft or without any objections signed by the Customer, or as may be necessary in the event of any change in my e-mail address I shall be under obligation to inform such party contractors and that any such third party may have access to the Bank's books and records. The Bank may, without prior notice to the Customer, reverse any entries made in error

The Bank may, without prior notice to and/or consent of the Customer, reverse any entry made in error

The Bank may, without prior notice, to the Customer, reverse any entry made in error and accepts no responsibility for, or liability in respect of, any loss or damage arising out of or relating to such operating errors. In the event the Customer discovers any such error, the Customer shall immediately notify the Bank in writing of such error.

The Bank may, prior to the Customer, reverse any entry made in error and accepts no responsibility for, or liability in respect of, any loss or damage arising out of or relating to such operating errors. In the event the Customer discovers any such error, the Customer shall immediately notify the Bank in writing of such error.

The Bank shall have the right to refuse to honour any cheque, instrument or instruction if the signature thereon or any entry, alteration or endorsement thereon is not acceptable to the Bank or if the funds in the Account are insufficient therefor. However, if the Bank, in its sole discretion, allows an overdraft, the provisions of clause 4 hereof shall apply.

The Bank shall have the right to refuse to honour any cheque, instrument or instruction if the signature thereon or any entry, alteration or endorsement thereon is not acceptable to the Bank or if the funds in the Account are insufficient therefor. However, if the Bank, in its sole discretion, allows an overdraft, the provisions of clause 4 hereof shall apply.

The Bank may charge a fixed processing fee each time the account is overdrawn, which fee shall be fixed regardless of the amount overdrawn and the duration for which the account remains overdrawn.

The Bank may charge a fixed processing fee each time the account is overdrawn, which fee shall be fixed regardless of the amount overdrawn and the duration for which the account remains overdrawn.

5. NOMINEE

(a) In the event of my/our death, the nominee shall receive/draw the amount of deposits held by the Bank in my/our account.

(b) In the event, the nominee so authorised remains a minor at the time of my/our death, the legal guardian is authorised to receive/draw the amount of deposits held by the Bank in my/our account.

(c) The nominee so authorised, shall be entitled to all my/our accounts to the exclusion of all other persons i.e., my/our heirs, executors and administrators and all other persons claiming through or under me/us and payment made by the Bank to the nominee in pursuance of this authority shall be binding on all other persons.
b) I shall not reveal my Telephone Identification number (TIN) to anyone. My oral

14. BANKING INSTRUCTIONS BY PHONE (TELEX/FACSIMILE)

a) Accounts may not be overdrawn without the prior consent of the Bank. In the event

4. OVERDRAFTS AND MINIMUM BALANCES

13. ACCOUNT ACCESS AND PAYMENTS

f) The Bank may convert all foreign currency deposits or transfers to the Account at the

economic and trade sanctions imposed by any regulator in any jurisdiction where they

19. BANK CHARGES AND FEES

Profit Amount payable by the Bank to the Customer shall be paid to the Customer in

22. PRE-CONDITIONS TO USE OF ANY PRODUCT

These terms and conditions (the “Terms and Conditions”) shall only apply to Islamic deposit

9. LIABILITY AND INDEMNITY

a) The Customer shall indemnify and keep the Bank free and harmless from and against all liabilities,

losses, claims and damages arising from negligence, fraud, collusion or violation of the
terms of these terms and conditions on the part of the Customer and/or a third party. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising

b) Communications indemnity: (i) Customer shall promptly indemnify Bank against any cost,

loss or liability incurred by Bank (acting in good faith) as a result of acting or relying

on any notice, instruction, certification, report or other communication or record which

it gives or furnishes to the Bank.

20. REGULATORY DISCLOSURE

f) The Bank shall be responsible or liable to the Customer.

11. CUSTOMER ACKNOWLEDGMENT REGARDING PAYMENT OF ZAKAT

The Customer hereby acknowledges that he or she shall be solely responsible for paying any Zakat due on the balance in the Account.

12. JOINT ACCOUNTS

a) If the Account is opened in the name of one or more Customers (the “Joint Customers”), this Clause 8 shall constitute an agreement between the Joint Customers, Jointly and severally, as well as between the Joint Customers and the Bank and shall be applicable in addition to the other provisions of these Terms and Conditions.

b) Instructions in respect of a joint Account (the “Joint Account”) may be given by each of the Customers as are specified in the account opening form (including withdrawal in favour of the signatory thereof and the allocation of the credit balance in the case of the account of a Customer) and the Joint Customer may thereby accept and ratify all actions carried out by the Bank pursuant to such instructions.

e) Any debit balance arising on the Account for any reason (and any other liability that may be incurred) shall be the joint and several responsibility of all the Joint Customers. Any such liability will not be discharged or otherwise affected by the death or insolvency of any of the Joint Customers.

f) The Bank shall be authorised to accept for deposit or credit to the Account any cheque, instrument, transfer or payment order in the name of one or more of the Joint Customers.

9. LIABILITY AND INDEMNITY

a) The Customer shall indemnify and keep the Bank free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of these terms and conditions on the part of the Customer and/or a third party. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising or in connection with but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

b) Communications indemnity: (i) Customer shall promptly indemnify Bank against any cost, loss or liability incurred by Bank (acting in good faith) as a result of acting or relying on any notice, instruction, certification, report or other communication or record which it gives or furnishes to the Bank. In case of any dispute or disagreement therefore the Customer shall be entitled to give any such oral instructions and the Bank shall be responsible or liable to the Customer.

c) Reference to any person shall include any corporation, firm, partnership, society, officer, employee, agent or director; independent contractors providing services to support the Standard Chartered Bank’s business; any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument; any person acting on behalf of or at the instance of the Customer; any person to whom disclosure is given or permitted to disclose information in relation to any Account to any relevant authority, if required by law or to a credit Bureau or Agency.

d) The Bank shall not be liable to hold the Bankable and responsible and shall not claim against it anything in any manner, if any of the instructions of the depositor are not complied with or any delay takes place in complying with these instructions for any reason whatsoever.

e) The depositor hereby waives its right to any and all claims it may have against the Bank for whatever reason, whether connected with fault, failure or unreadiness of the Bank or any of the Bank’s suppliers, contractors or providers, including but not limited to any liability or responsibility for any breach of obligation or duty on the Bank’s part.

f) Upon closing of an Account either by the depositor by or the Bank, the unused cheques shall become property of the Bank and the depositor shall forthwith return them to the Bank.

g) The Bank shall take care to see that the credit/debit entries are correctly reflected in the Bank’s records, but in case of any error or omission the Bank shall be within its rights to make any corrective adjusting entries without notice to the depositor and recover any amount due from the depositor. The Bank shall not be liable for damages. Loss etc consequent upon such errors, omissions, recording errors, demands, charges, demands, changes or discrepancies.

h) Any change in address shall be communicated immediately to the Bank. The Post office and any other agents of delivery shall be considered to be the agents of constituents for all deliveries of letters, negotiable instruments, remittances etc and the depositor understands that the Bank will not assume any responsibility for any mishandling, incorrect delivery, delayed delivery, non delivery, impairment, deterioration, damage, reduction, misappropriation, embezzlement, loss and theft, any negligence and mistake whatsoever committed by employee(s), authorized representatives, agents of Bangladesh Post, Courier or any other agent of delivery in performing their services, duties, functions, responsibilities thereof and including transmission of letters, documents, negotiable instruments, remittances etc including any shortage of cheque leaves of cheque book sent by post at the depositor’s request. Post, Courier or any other agent of delivery in performing their services, duties, functions, responsibilities thereof and including transmission of letters, documents, negotiable instruments, remittances etc including any shortage of cheque leaves of cheque book sent by post at the depositor’s request.

i) Any change in address shall be communicated immediately to the Bank. The Post office and any other agents of delivery shall be considered to be the agents of constituents for all deliveries of letters, negotiable instruments, remittances etc and the depositor understands that the Bank will not assume any responsibility for any mishandling, incorrect delivery, delayed delivery, non delivery, impairment, deterioration, damage, reduction, misappropriation, embezzlement, loss and theft, any negligence and mistake whatsoever committed by employee(s), authorized representatives, agents of Bangladesh Post, Courier or any other agent of delivery in performing their services, duties, functions, responsibilities thereof and including transmission of letters, documents, negotiable instruments, remittances etc including any shortage of cheque leaves of cheque book sent by post at the depositor’s request.

j) The Accounts in all respects shall be governed by the laws of Bangladesh and the Shariah Law and/or rules and policies, guidelines time to time framed by the Shariah Advisory committee of the Bank and any complaint or claim against the Bank must be lodged in Bangladesh and with the concerned branch.
18. CARDS AND OTHER SERVICES (PERSONAL ACCOUNTS)

(a) In the event the Bank issues an Automated Teller Machine (ATM) or debit card (the "Card") the following terms and conditions shall apply to the use of the Card, in addition to any specific terms which may be separately notified: (i) The Card is issued at the Bank's discretion at all times and may be withdrawn at any time; (ii) The Customer shall surrender the Card upon closure of the Account or upon demand by the Bank. A card must be signed immediately on receipt unless otherwise not required by the Bank; (iii) The Bank reserves the right to stop the use of any card and/or the services provided in relation to the Card and may discontinue any services at any time. (ii) The Customer shall keep the personal identification number ('PIN') confidential at all times. Any use of the Card or PIN shall be deemed to have been made by the Customer. The Customer shall immediately notify the Bank in the event of the loss or theft of the Card or of an unauthorised acquisition of the PIN. The Customer shall remain responsible for all Card transactions, effected by use of the Card, Card number or PIN until such time as it has received written notice of its theft from the Customer. (iv) The Bank's records of all Card transactions shall be conclusive and binding on the Customer. The amount stated on any ATM screen or printed receipt or slip shall not be conclusive of the state of the Account with the Bank. (v) The Customer acknowledges that all deposit envelopes paid into any ATM machine or otherwise delivered to the Bank will be opened in the presence of two Bank staff members. The slip issued by the ATM machine will state the figure typed by the Customer and is not conclusive. The Bank's record of the amount received by the Bank shall be considered correct and will be deemed to be the amount deposited. Cash deposited will be credited to the Account, the working day following the date of the deposit. Any cheques deposited shall be subject to realisation of proceeds as provided herein. (vi) The Bank shall not be liable if the Card is not honoured or accepted in any manner or if there is any mechanical defect in or malfunction of or insufficiency of funds in the ATM. (vii) Without prejudice to any of the Clauses, the Bank shall debit the customer's account with the amount of any withdrawal/transfer, payment of telephone, water, electricity bills / payment for goods and services at any time and to such extent permitted by law or otherwise as affected by the use of the debit card, along with the related bank charges.

(b) In the event the Bank provides utility bill payment facilities to the Customer (whether by Card, telephone, electronic or internet banking services or otherwise) the following terms and conditions shall apply in addition to the above: (i) The Bank will at its discretion transfer funds into the Account as specified by the Customer; (ii) The Customer agrees and acknowledges that the Bank's Shariah Advisory Committee (the "Shariah Committee") may vary, amend, or revise any mandate or instruction given by the Customer; (iii) The Bank's Shariah Advisory Committee (the "Shariah Committee") may delegate the powers conferred on the Authorised Person(s) or any of them, to others, charge the credit balance of the Account or any part thereof as security for credit or guaranty, and may provide any direction, instruction or undertaking in relation to the services provided by the Bank.

19. BANK CHARGES AND FEES

The Bank may debit the Account and the Customer will on demand pay the Bank's charges and fees for the operation of the Account and other facilities and services provided to the Customer by the Bank. The Bank is entitled to amend, at any time without prior notice, its charges, commissions or fees.

20. RIGHT OF LIEN AND SET OFF

The Bank may, at any time assert a lien (with or without the consent of the Customer) over any money, shares, securities, documents or other assets and property of whatever nature which are held in the Customer's name in any Account and / or at any branch of the Bank. The Bank may at any time, apply or call all or part of the money, shares, securities, documents or other assets and property of whatever nature which are held in the Customer's name in any Account (Bank (including, if applicable, before the maturity of a fixed deposit) towards any indebtedness, however incurred and whether actual or contingent, of the Customer to the Bank). If the Account is an Islamic Account, any such indebtedness of the Joint Customers to the Bank, whether several or joint or otherwise) and whether in the same currency as the Account or not. The Bank may effect any necessary conversions at the rate of exchange at which the Bank is able to purchase the currency. If the Customer withdraws all or any part of the amount at the rate of exchange displayed at the Bank's counters, as the Bank may select at its absolute discretion. All costs, other than interest, incurred by the Bank in respect of the exercise of the said right of lien and set off shall be for the account of the Customer and payable on demand.
21. SANCTIONS
The Bank is committed to complying with economic sanctions that are imposed by relevant regulatory authorities. As such, the Bank does not allow its products and services to be used directly or indirectly in countries that are subject to such sanctions. I understand that I shall not be allowed to contact the Bank via phone banking, facsimile transmission, online, or access Bank’s website, and the Bank will not be permitted to provide me with financial services if I am in these countries.

22. PRE-CONDITIONS TO USE OF ANY PRODUCT
The Bank need not provide any funds to me or otherwise allow me to access or use any product or their electronic banking services if I trade in rough diamonds.

23. ANTI-MONEY LAUNDERING, COUNTER TERRORISM FINANCING, SANCTIONS OR EMBARGOS
To comply with local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including Standard Chartered Group’s policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the Standard Chartered Group may be

be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where any member of the Standard Chartered Group operates in or by any supranational organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country); or subject to clauses 24, 25 and 28 (e) report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Standard Chartered Group may need or decide to disclose.

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 and embargoes.

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

Any member of the Standard Chartered Group may take any action it believes to be necessary to comply, or in connection, with the matters set out in this clause. This includes freezing funds, preventing operation of an account, refusing a request for funds from me, otherwise not allowing me to use a product, or delaying or cancelling a transaction. It need not notify me until a reasonable time after it is permitted to do so under those laws of policies. No member of the Standard Chartered Group is liable for any loss arising out of any action taken or any delay or failure by the Bank, or a member of the Standard Chartered Group, in exercising any of its rights or performing its obligations, caused in whole or in part by any steps taken as set out above.

24. SCOPE OF INFORMATION
“Personal Information” means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, mobile phone number and email address) and employment details;

“My Information” comprises all the details the Bank hold or collect about me, my transactions, my financial information, my personal information, and information about me obtained from me, my interactions and dealings with the Bank and any third party, including information received from third parties and information collected through my use of the Bank’s electronic banking services.

25. USE OF INFORMATION
The Bank or any member of the Standard Chartered Group may use my information (to (a) provide me with a product or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the Standard Chartered Group and any internal policies and procedures of any member of the Standard Chartered Group and (c) meet any administrative, business, legal or regulatory purpose; including the following:

- processing my application for products and services, payments, transactions and my instructions or requests;
- providing me with products and services (including any electronic banking service);
- maintaining the Bank’s relationship with me;
- communicating with me on my account and product, providing me with statements and notices, such as important changes to the features, terms and conditions of any product or any of the above accounts;
- assessing my suitability for products and services;
- operational purposes;
- statistical analysis (including behavioural analysis and profiling);
- establishment, continuation and management of my banking relationship with the Bank and Bank account or, where applicable, any member of the Standard Chartered Group;
- identity verification, sanctions screening and due diligence checks;

credit assessment, including conducting credit checks and setting credit limits;

enforcing my obligations (including collection of outstanding amounts owed to the Bank);

for marketing purposes, promotional events, competitions;

to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including the Standard Chartered Group’s policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;

for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime);

to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for estimating any fine, penalty, or damages;

compliance with Standard Chartered Group’s policies and procedures, and any legal, regulatory or business purposes;

for surveillance of premises and ATMs.

26. CLOSURES OR TRANSFER ACCOUNT
(a) The Bank shall have the right at any time in its discretion to close any Account and to request immediate settlement thereof (and the return of any unused cheques) without giving any reason where required by law or to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for estimating any fine, penalty, or damages;

(b) Without prejudice to the Bank’s aforesaid right, the Bank shall be entitled to discontinue the Account without notice to the Customer if the Customer issues any cheques with insufficient funds in the Account.

(c) The Customer consents and agrees that the account may be transferred (whether by assigning the account or otherwise) to the Bank by a third party ("Assignee") upon not less than thirty (30) days prior written notice to the Customer. During the said notice period, the Customer may approach the Bank to close the Account in accordance with and subject to these Terms and Conditions. Upon such transfer, the Assignee shall assume all the Bank’s rights and obligations vis a vis the Customer, the Account and all ancillary matters, including with regard to any liability of the Customer or any collateral security for any liability of the Customer.

(d) I understand that I may close any of the above accounts by giving prior written notice to the Bank. The Bank may, at any time (other than in emergency, end/close, freeze or suspend any of our banking agreements for or dealings on any of the above accounts without notice to me either at the Bank’s own instance or at the instance of any court or administrative order or if: (i) performance of any obligation by either me or the Bank under any of our banking agreements, or a security provider under any security breaches, is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any international organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy the Bank applies as a result of an order or sanction issued by any authority; as a result of any legal, regulatory, residency status, tax status, or any other relevant status, the provision or continued provision of any product or part of any product, would or might in Bank’s reasonable opinion, prejudice a breach of Bank’s policy or any applicable law or requirement of any authority, or is not in accordance with the Bank’s usual business practice and procedure; without being liable for and breach of duty the Bank may owe to me.

(e) On closure of the Account, any unused cheques relating to the Account must be returned by the Customer to the Bank.

27. STATEMENT OF ACCOUNT
(a) The Bank shall provide to the Customer periodic statements of account or as may otherwise be agreed.

(b) I In the case of non receipt of a statement of account, the Customer shall notify the Bank of such non receipt within thirty (30) days of the end of the period to which the statement of account relates. (i) In the case of discrepancy in any entry or balance shown in a statement of account, the Customer shall notify the Bank of such discrepancy within thirty (30) days of the date of the statement.

(c) The Customer shall be deemed to have received the statement of account and have irrevocably consented to the correctness of the entries and balance shown therein and the Customer waives any right to challenge the transactions, entries or other dealings in the Account. (i) In the case of non receipt of the statement of account, the Customer has notified the Bank within thirty (30) days of the end of the period to which the statement of account relates; and (ii) In the case of discrepancies in any entry or the balance shown in the statement of account, the Customer has notified the Bank within thirty (30) days of the date of the statement and such notification has been agreed and accepted by the Bank.

(d) Subject to applicable local laws:

- such statements may be in paper, electronic or any other form the Bank may choose. However, the Bank may not issue statements where the Bank is not required by law to do so or where Bank’s policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where the Bank operates in or by any supranational organisation, official
body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits the Bank from doing so.

28. BANK’S BOOKS & RECORDS, CUSTOMER INFORMATION

(a) The Bank’s books, records and accounts shall be conclusive and binding. Any certificate, printout or statement of account issued by the Bank shall be final and conclusive evidence against the customer of the correctness thereof in any legal proceedings or otherwise.

(b) The Customer acknowledges and accepts that telephone calls by or to the Bank may be recorded for the protection of the interest of the Customer and the Bank.

(c) The Customer acknowledges and agrees that the Bank may maintain, transfer, process and store its data, information and records in electronic form, on microfilm or other methods (including in providing centres and databases outside of Bangladesh) and further agrees that the messages, cables, telexes facsimiles, microfilms, tapes, computer printouts and photocopies, which may be exhibited by the Bank as an extract from its files, books or accounts shall constitute conclusive evidence of the genuineness of the contents thereof.

(d) The Customer acknowledges and agrees the Bank may utilise the services of third party contractors and that any such third party may have access to the Bank’s books and records including information regarding the Customer and the Account.

(e) Whilst the Bank maintains strict confidentiality in all matters relating to the account(s) and business, I hereby authorise and consent to the Bank and each member of the Standard Chartered Group, including its officers, employees, agents and advisors to disclose my information to the following parties for any of the purposes where the Bank can disclose my information:

- any member of the Standard Chartered Group anywhere in the world, including any officer, employee, agent or director;
- professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support the Standard Chartered Group’s business;
- Bank’s business alliance partners who may provide their product or service to you;
- any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;
- any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents with jurisdiction over the Bank or member of the Standard Chartered Group;
- any debt collection agency, credit bureau or credit reference agency; rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;
- any financial institution which you have or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes; a merchant or a member of a card association where the disclosure is in connection with use of a credit card;
- any actual or potential participant or sub-participant in relation to any of Bank’s obligations under Bank’s banking agreement between the Bank or assignee, novate or transferee (or any officer, employee, agent or adviser of any of them);
- upon my death or mental incapacity, my legal representative and their legal advisors, and a member of my immediate family for the purpose of allowing him/her to make payment on any of the above account(s);
- any authorised person or any security provider;
- anyone the Bank considers necessary to facilitate my requests for services or application for products with any member of the Standard Chartered Group;
- anyone the Bank considers necessary in order to provide me with services in connection with a product, located in any jurisdiction.

29. WITHHOLDING PAYMENT

Where required by domestic or overseas regulators or tax authorities, the Customer consent and agree that the Bank may withhold, and pay out, from the Customer’s account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

30. FORCE MAJEURE

The obligation to pay any amounts deposited with the Bank is limited to payment by the branch at which the Account is maintained, the Bank shall not be liable for its inability to pay from such branch due to restrictions on convertibility or transferability, regulations, involuntary transfers, acts of war or civil strike or other similar causes beyond the Bank’s control. In such event no other office, branch, subsidiary or affiliate of the Bank shall be responsible or liable to the Customer.

31. NOTICES TO THE CUSTOMER

Any notice or communication posted to the Customer at the address stated in the account opening form shall be deemed to have been duly received by the Customer seven days after the date of posting of the same. The Bank shall not be liable for any delay or loss of mail. Notification of any change of address of the Customer shall not be binding on the Bank until the Banks records have been amended.

32. WAIVER

The failure of the Bank to require strict compliance of these Terms and Conditions shall not be construed as a waiver by the Bank of its right hereunder.

33. ISLAMIC SHARIAH

The Customer acknowledges and agrees that these Terms and Conditions shall be subject to the provisions of the Noble Islamic Shariah as applied and interpreted by the Bank’s Shariah Supervisory Committee from time to time.

34. INTERNET BANKING

I acknowledge that my use of the Internet Banking Services shall be governed by the Bank’s prevailing Terms and Conditions, available, in the Bank’s web-site at www.sc.com/bd, and conditions and accept the same. I hereby instruct and authorise the Bank to e-mail me the internet Banking ID and Password (collectively “Security Codes”) according to my request in the Internet Banking Services to the e-mail address, as per the Bank records, if it so choose. I agree that the risk of non-receipt and/or nondisclosure of the Security Codes to any unauthorised third party shall be fully borne by me. Subject to the Bank’s prevailing terms & conditions governing the use of the Service, I hereby instruct and authorize the Bank to act on any instructions received through the use of Security Codes, including but not limited to the transfer of funds (subject of limits as may be imposed by the Bank from time to time) from my account held with the Bank (which I am entitled to operate on a single signatory basis) to the third party accounts named under the heading “Beneficiary Accounts”, above, and, to any account which I may designate from time to time, for this purpose under the Bank’s prevailing procedures.

35. e-STAMENT

In consideration of the Bank agreeing to accept my request for sending statements to my e-mail address (unless instructed by me to write in the contrary) at my sole risk and responsibility I shall not raise any objection against the Bank. I agree to keep the Bank indemnified against all actions, proceedings, liabilities and claims, cases, damages, costs and expenses in relation to or arising out of accepting my request by the Bank and transmitting statements and information through e-mails. I further agree to pay all fees and charges, which the Bank may impose from time to time in connection with the service in the manner stipulated by the Bank. I agree that in the event of any change in my e-mail address I shall be under obligation to inform such change to the Bank or request for discontinuance of this facility. I understand that the Bank will send or deliver to me a statement of account(s) at least half a page in respect of any account that has, in the sole opinion of the Bank been inactive for a period of one year or more, such statement of accounts will be sent or delivered by the Bank (by post only) or in each case at such other intervals as may be畴定 between the Bank and me from time to time. I agree that I am solely responsible for promptly examining all itineraries thereon and that I must give the Bank written notice within 14 days of receipt of any statement of any discrepancy that I believe no difference exists between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.

36. DIGITAL BANKING

I take full responsibility for all electronic Instructions provided by me under any channels of Digital/ Electronic Banking and agree to retain such records. I also agree that bank may use such records of electronic instructions for any legal & regulatory requirement(s). The Bank’s records of all such Instructions/ transactions will be conclusive and binding on me for all purposes.

37. SMS BANKING

The Application Form must be sent directly to Standard Chartered Bank and not by facsimile. The Bank will require seven working days after receiving the SMS Banking Application Form for activation of the SMS service in case of Bank Account holder. Standard Chartered Bank will accept Application Forms signed by the authorized signatories of the Account holder only (subject to signature verifications). For PUSH Service, Standard Chartered Bank will use the respective Mobile Phone Operator’s text mail service (SMS) to send the financial information related to customer’s account on the following working day after the statement has been generated. The PUSH Service will be offered without charge. For FULL Service, the account holder will be the responsible for any range of financial information related to account by typing a predefined key word with a digit PIN as a message in the mobile phone and then sending this message to a prescribed SMS short code. For this service, regular SMS charges of the respective Mobile Phone Operator will apply. The account holder is solely responsible for the possession of the mobile phone/connection assigned to SMS Banking Services to maintain the confidentiality of his/her financial information. If the mobile phone/connection is lost or stolen and /or an account connected to the account holder shall immediately notify the Bank of the incident and cancel the SMS Banking Service. The account holder agrees Standard Chartered Bank/Mobile Phone Operator shall not be responsible for any disruption in SMS Banking Service due to any technical failure on the part of Standard Chartered Bank/Mobile Phone Operator. SMS Banking Service shall remain effective until otherwise advised in writing by the account holder, which should reach the Bank at least one week before the next statement is due.

38. GOVERNING LAW & JURISDICTION

(a) These Terms and Conditions shall be governed by the laws and regulations of the Bangladesh and the Customer submits to the non exclusive jurisdiction of the Courts of Bangladesh in which the branch at which the Account is maintained, is located. The Bank shall be entitled to institute proceedings in any one or more jurisdictions in which the Customer is domiciled, or possesses assets, or conducts business.

(b) The Courts of Bangladesh in which the branch of the Bank at which the Account is maintained, shall have sole jurisdiction to deal with any claim against the Bank.

We do here by declare that I have read the contents of the Terms and conditions or the contents of the terms and conditions mentioned in the book let enclosed forming a part of the account opening form are read over to me/us and knowing fully the implications thereof we agree and undertake to comply with Terms and conditions therein.

The Terms and Conditions mentioned in the account opening form and also the accompanying book let are binding on me/us and I/we shall be liable to pay all compensation/losses, if any incurred by the Bank in case of my/our default.
SAADIQ CREDIT CARD TERMS & CONDITIONS

INTRODUCTION

It is important that you read and understand the following Terms and Conditions governing the use of Standard Chartered Islamic Card. If you do not understand any of them, please do not hesitate to contact us. Our staff at Card Services (CS) will be happy to assist you. By signing and/or, activating and/or retaining and/or using the card, you have agreed to be bound by these Terms and Conditions.

Knowledge of your rights and obligations will ensure that you are protected in the event of any unauthorised transaction on your Standard Chartered credit card account(s) and how you can gain the maximum benefit from the services we offer—apart from enabling you to fulfil your responsibilities as a Cardholder.

The issue of a Standard Chartered Islamic card is conditional upon the truthful completion of Bank's Islamic card application form by a person under the laws of Bangladesh. The Bank reserves the right to issue a card or reject an application for the issue of a card without assigning any reason, notwithstanding that the applicant may prima facie be eligible to receive a card. The Bank reserves the right to refuse to issue a card to any person whose name appears in the Standard Chartered Group's grey or blacklist or who has been declared a defaulter or who has been convicted of any fraud or illegal activity.

The Bank shall be entitled to charge any annual fee or maintenance fee at any time thereafter to the Cardholder's Card account.

All cards, which do not have any payments pending for over a month or more, will be cancelled after 60 days from the date of the last payment.

The Bank will credit the Cardholder's Card account with the amount of any refund only if it has received the necessary documentation from the merchant or the Bank or the Bank's losing bank, as applicable.

The Bank need not provide any funds to the Cardholder or otherwise allow the Cardholder to spend money before receiving a refill or topping up of the card account.

The Cardholder undertakes and confirms that:

(i) the Cardholder is a person of 18 years or older. Applications from cardholders who are not an individual in his own right shall be accepted only at the discretion of the Bank.

(ii) the Cardholder agrees to pay the Bank upon the request of the Bank an annual fee and/or a maintenance fee at the rates prescribed by the Bank from time to time

(iii) the Cardholder understands the Bank's credit policies and accepts that the Bank reserves the right to refuse the Cardholder credit, and also reserves the right to withdraw any facilities or change the terms and conditions of the Bank Credit Card at any time.

(iv) the Cardholder hereby agrees to all the terms and conditions including any amendment thereto.

(v) the Cardholder shall and undertakes to stay within the prescribed Credit Limit and any other limitation set by the Bank.

(vi) the Cardholder shall at all times ensure that the Card is kept in a safe place and will not disclose the Card number and/or PIN to anyone.

(vii) the Cardholder agrees to allow the Bank to use the Cardholder's personal information to determine the eligibility of the Cardholder for the Card issued by the Bank.

(viii) the Cardholder agrees that if the Cardholder gives another person access to the Card, that the Bank may charge an appropriate fee for such access.

(x) the Cardholder agrees not to operate the Card in any country which is listed as a country not eligible for use by the Card and/or credit card, as determined by the Bank and such list shall prevail.

(xi) all transactions taking place in a country outside Bangladesh shall be construed by the Cardholder to be sufficient for non-payment of dues in time. The Bank may charge fees for any returned unpaid cheques drawn by the Cardholder.

(xii) the Cardholder agrees to report to the Bank immediately on demand by the Bank or its duly recognised agent in connection with any loss or theft of the Card and the Cardholder authorises the Bank at its discretion to record any such instruction.

(xiii) if the Cardholder is travelling or out of town, it would be the responsibility of the Cardholder to notify the Bank immediately on demand by the Bank or its duly recognised agent of the fact of travel and to ensure that the Card is not lost, stolen or misused.

(xiv) the Cardholder agrees to inform the Bank of any change of residential or office/home address and also to maintain at all times the Cardholder's telephone number(s) and office/home address in case of default payments.

(xv) the Bank shall deliver a Statement of Account to the Cardholder each month or at any other interval specified by the Bank or the Cardholder. Non-receipt of Statement of Account shall not be construed by the Bank to be sufficient for non-payment of dues in time.

(xvi) the Bank reserves the right to charge interest at the rate specified by the Bank from time to time or any other rate prescribed by the Bank on any overdue amount.

(xvii) the Bank reserves the right to vary the Foreign Currency Conversion Rate and the interest rate payable on any overdue amount or the calculation of any minimum payment at any time from time to time.

(xviii) in the event of any dispute or dispute arising out of the use of the Card, the Bank reserves the right to transfer the card account to any other entity as determined by the Bank.
Conditions, the Cardholder shall cut the Card in halves and return both halves to the Bank and Clause 8 hereof shall henceforth be operative.

(v) The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder under no circumstances whatsoever will allow the Card and/or disclose the PIN to any third party. The Cardholder may not pledge the Card as Security for any purpose whatsoever.

(vi) The Cardholder shall at all times ensure that the Card is kept in a safe place and will exercise every possible care to prevent the Card from being lost or stolen.

3. USE OF THE CARD

(i) The Cardholder acknowledges that the facility provided by the Bank under the Card is an unsecured credit facility loan granted by the Bank subject to the terms and conditions of this Agreement and is available at the sole discretion of the Bank. The Cardholder acknowledges that his/her obligation to make repayment of the facility is immediate and on demand of the Bank and undertakes to make repayment of the facility without delay or prejudice to any right, remedy or action against him, by the Bank, the Bank, court or any regulatory agency.

(ii) The card may be used for Card Transactions:

(a) Within the Credit Limit notified by the Bank to the Cardholder.

(b) Within the limit assigned for SAARC countries & Myanmar and Non-SAARC countries and within the limit assigned for international transactions valid and in compliance with the rules and regulations issued by Bangladesh Bank under the Foreign Exchange Regulation Act 1947.

(iii) Until the expiry date embossed on the card.

(iv) The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank and in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities.

(v) The Cardholder shall and undertakes to stay within the prescribed Credit Limit and further undertakes not to enter into purchases or transactions which may cause the aggregate outstanding balance under all such purchases and transactions to exceed such Credit Limit.

(vi) The Cardholder exceeds the Credit Limit. In contravention of this provision, the Bank shall be entitled to, at any time and without notice and without giving any reason and without prejudice to the Cardholder, withdraw and restrict the Cardholder’s right to use or to refuse to authorize any Card Transaction. The Bank reserves the right not to allow International Transactions up to full limit assigned for SAARC Countries & Myanmar and for Non-SAARC Countries so that the limits are not exceeded in the event of exchange rate fluctuations or any unrecognised transactions.

(vii) Certain purchases of goods or services, such as alcoholic beverages or tobacco, dealing in pork and pork-related products, gambling or any form of illegal activities, are prohibited under the principles of Islamic Shariah. It is the Cardholder’s responsibility to ensure that the Card is utilized for Card Transactions which are not contrary, offensive or repugnant to the principles of the Islamic Shariah. Even if the Cardholder uses the Card for making payment of such transaction or the Services the Bank may refuse to honor such transaction. The Bank holds the right to suspend and / or terminate the Card to the Card Services in case of any breach in complying with this condition.

(viii) All transactions effected in a currency other than Taka will be converted from the transaction currency at a rate selected by VISA International from within a range of wholesale market, rates or the government-mandated rate in effect on the conversion day, VISA cards overseas transactions will be subject to a reimbursement charge representing the change imposed by VISA International on the Bank such transactions will also be subject to a bank charge as the bank may determine in its sole discretion from time to time. The exchange rate may differ from the rate on the transaction date due to market fluctuation.

(ix) The Cardholder(s) may use an International Credit Card overseas if they comply with exchange controls and any other applicable laws of Bangladesh. If an authority requires the Bank to do so, or the Bank is otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if the Bank needs to comply with internal policies associated with any applicable order or sanction of an authority, the Cardholder may be prevented from using an International Credit Card overseas.

(x) Balance Transfer Facility can be availed only once in the entire lifetime of the credit card. The cardholder undertakes that the transfer of balance on Islamic Credit Cards is to be done in accordance with the principles of Islamic Shariah.

(xi) Should the Cardholder be away from Bangladesh for more than a month, a Card Account should be settled 7 days prior to departure.

(xii) If the Cardholder leaves Bangladesh to take up residence elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank 14 days prior to the Cardholder’s departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and clause 8 shall apply.

(xiii) All cards, which do not have any payments pending for over a month or more, will be renewed automatically. In case the Cardholder does not want his/her Card to be renewed or any Supplementary card to be renewed, a written intimation should be sent to Card Services two months in advance. Intimations sent earlier than two months or less than 30 days before the expiry cannot be accepted.

4. CASH ADVANCE

The Cardholder may obtain Cash Advances up to such amount as determined by the Bank from time to time at its sole discretion. Such Cash Advance is subject to availability of adequate credit. Unless and until the Bank states otherwise the Cardholder may obtain Cash Advances up to 50% of the Credit Limit Cardholder may obtain Cash Advances at any time based on the Cardholder's transaction history and requirements.

(i) Use of the Card at any ATM of the Bank or of any other bank or Institution with whom the Bank has an Agreement for the use of the ATM of the said bank or Institution in which case the amount of each advance will be further subject to the, applicable withdrawal limit of the Card.

(ii) The Bank will provide a PIN to be used in conjunction with the Card when affecting a transaction at an ATM. The cardholder may under no circumstances whatsoever disclose the PIN to any other person.

(iii) The Bank’s record of any transaction effected in conjunction with a PIN shall be binding on the Cardholder as to its consequence.

(iv) In the event the Cardholder obtains any Cash Advance, a fixed transaction fee shall be payable on each Cash Advance and charged to the Card Account. Such charge shall be determined by the Bank from time to time at its sole discretion.

5. PAYMENT

Details of all fees and charges referred to in this section are listed in the Service, and Price Guide. This Service, and Price Guide may be amended from time to time usually giving advance notice to the Cardholder.

(i) The Cardholder agrees to pay the Bank upon the request of the Bank an annual fee as prescribed by the Bank for the Card When issued or renewed and an annual fee prescribed by the Bank for each Supplementary Card when issued or renewed.

(ii) The Cardholder agrees to pay the total amount of all Charges and the Current Balance described in the Statement of Account which is due in full and payable not later than the Payment Due Date.

(iii) The Cardholder may choose not to settle the Current Balance in full, in Which case the Cardholder must pay the Minimum Amount Due no later than the Payment Due Date. If the Current Balance is less than the Minimum Amount Due, then the Minimum Amount Due shall become fully due. However, if the Minimum Amount Due is not paid by the Payment Due Date or only partly paid, then the unpaid amount will be added to the next Statement of Account’s Minimum Amount Due.

(iv) Any portion of the Current Balance remaining unpaid as at the Payment Due Date, shall on the working day immediately following each Payment Due Date or at such later time as may be determined by the Bank in its sole discretion, be automatically transferred to the Service Account. The outstanding amount remaining in the Service Account at the end of each applicable Statement Period shall be taken into account in the calculation, and shall form part of the Current Balance payable by the Cardholder in the next subsequent Payment Due Date and shall be reflected in the next Statement of Account accordingly.

(v) If the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a late payment charge will be moved, calculated on the estimated direct costs which shall be incurred by the Bank as a result of such late payment. Any amounts of the late payment charges which is in excess of the actual direct costs incurred shall be donated to a charitable cause approved by the Bank’s Shariah supervisory committee / Shariah adviser.

(vi) In consideration of the continued usage of the Card and the benefits and privileges relating thereto, the Cardholder shall, on each Payment Due Date, pay to the Bank a Monthly Maintenance Fee. However, the bank will have right to waive the maintenance fee at its sole discretion. The fee will only be charged, and appear in the monthly credit card statement, in the month the bank decides not to waive the maintenance fee.

(vii) All payments received by the Bank from the Cardholder may be applied in the following order of payment or such other order of priority as the Bank may think fit:

a. All unpaid Government Tax (if applicable), Maintenance Fees, Annual Fees, other Charges, Cash Advance fees, and other costs shown on any current Statement of Account.

b. All legal and other enforcement costs and fees incurred by the Bank in the preservation and maintenance of its rights under these Terms and Conditions and the Card Agreement.

c. The total previous balance of all unpaid Card Transactions shown on the current Statement of Account.

d. All balances of the Service Account.

e. The total current balance of all unpaid Card Transactions shown on the current Statement of Account.

f. All fees, Cash Advances, Charges and Card Transactions not yet shown on the current Statement of Account.

The Bank shall be entitled at its sole discretion to vary the amount or method of calculation of the Annual Fees, Maintenance Fees, Handling charges, additional charges, the specified Minimum Amount Due, and/or late payment charges or any other charges.

The Bank reserves the right to introduce new charges subject to prior notice. In the event, the cardholder does not wish to be bound by the changes, then within 7 days, the cardholder should cut the card in half and return both halves to the bank and clause 8 should be operative. The revised Service and Price Guide would be sent according to the card holder’s address mentioned on the application at these changes.

A replacement charge as prescribed by the Bank is payable by the Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card. Additional charges as prescribed by the Bank are payable by the Cardholder to the Bank immediately upon the request to the Bank for the provision of copies of sales voucher/Cash Advance Slip and any further services the Bank may provide from time to time.

Without prejudice to the Bank’s rights at any time to take the appropriate legal action,
The Cardholder must give the Bank in writing their address, telephone, fax number, and in such a form that is satisfactory to the Bank. The Bank reserves the right to alter, amend, or substitute these products/services. In addition, the Bank reserves the right to void and the Bank is under no obligation to recognize such assignment and transfer. Such rights or remedies provided by law.

Section 7: Loss of Card and PIN

(i) The Cardholder shall be liable for any Card transactions made with the PIN whether or without the knowledge of the Cardholder.

(ii) The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and the PIN.

(iii) In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately notify the Bank and provide a written notice of the loss or theft.

(iv) SMS Banking Service shall remain effective until otherwise advised in writing by the Cardholder.

(v) The undertakings, liabilities and obligations of the Primary cardholder and the Supplementary Card are subject to the Bank's rights and obligations as set out in these Terms and Conditions.

(vi) The Supplementary Cardholder may withdraw the authority of the Supplementary Cardholder by sending a written intimation to the Bank accompanying the Supplementary Card.

(vii) All transactions recognised by the Supplementary cardholder prior to the date the Supplementary card is received by the Bank, are valid and treated as binding upon the Primary Cardholder and the Supplementary Cardholder.

Section 8: Termination

(i) Notwithstanding the payment provisions outlined under clause 5, all amounts outstanding on a Card Account (including that of all Supplementary Cards and all outstanding balances in the Service Account) together with the incurred amount on the Card and that Card shall not be subject to the Terms and Conditions.

(ii) The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Card by giving notice in writing and returning all Card(s) to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in halves and full payment of all Charges and liabilities under the Card Account.

(iii) The Cardholder may, however, end/close, freeze or suspend any (or all) of Cardholder's transactions for or dealings on any of the above card accounts without notice to the Cardholder either by the Bank's own instance or at the instance of any court or administrative order or it:

• performance of any obligation by either the Cardholder or the Bank under any of their banking agreements, or a security provider under any security breaches, is likely to breach a law or a regulation by any authority including any sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supervisory organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country.

(iv) In the event that the Cardholder recovers the lost or stolen Card, he/she shall immediately return the same cut in halves to the Bank without using it. The Cardholder shall not use the PIN after reporting to the Bank of the disclosure of the same to any other party.

Section 6: Supplementary Card

(i) The Bank may at its absolute discretion issue one Supplementary Card to a person nominated by the Cardholder and approved by the Bank. The Supplementary cardholder must be of 18 years of age or over. The issue of the Supplementary Card(s) shall be subject to the requirements and terms and conditions, which the Bank may deem necessary.

(ii) The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder and the Primary Cardholder and the Supplementary cardholder shall not permit the total of the charges incurred through their respective Cards to exceed the said Credit Limit.

(iii) The validity of the Supplementary Card shall be dependent on the Primary Card. The termination of the Supplementary Card shall not terminate the Primary Card.

(iv) The undertakings, liabilities and obligations of the Primary cardholder and the Supplementary Cardholder and the Bank's rights and obligations herein shall not be affected in any way by any dispute or counter claim which the Primary Cardholder and the Supplementary Cardholder may have against each other.

(v) The Supplementary Cardholder is bound by all terms and conditions except that he or she is not liable for payment in respect of any transactions on the Card account. The Primary Cardholder shall be responsible to the Bank for all transactions on the Supplementary Card.

(vi) The Primary Cardholder may withdraw the authority of the Supplementary Cardholder by sending a written intimation to the Bank accompanying the Supplementary Card.

(vii) All transactions recognised by the Supplementary cardholder prior to the date the Supplementary card is received by the Bank, are valid and treated as binding upon the Primary Cardholder and the Supplementary Cardholder.
9. EXCLUSION OF LIABILITY

The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

(i) Any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or any Merchant or other bank or financial institution or any ATM or other party refusing to slow a Card transaction or refusing to extend or provide Cash Advances up to the Credit Limit &/or; Refusal of any Merchant or member institution of Visa/Master Card to honor or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;

(ii) The malfunction of any ATM or disruption communication systems;

(iii) The exercise of its right to demand and surrender the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other person or ATM;

(iv) The exercise by the Bank of its right to terminate any Card or the Card Account pursuant to clause 8 (vi) Any injury to the credit character and reputation of the Cardholder and in and about his possession of the Card or for any request for its return or the refusal of any Person to honor or accept the Card;

(v) Any false statement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause 10;

(vi) Any dispute between the Cardholder and any Merchant or bank or financial institution or any other person, the Cardholder’s liability to the Bank shall not in any way be affected by such dispute or counter claim of right or set-off which the Cardholder may have against such Merchant or Bank or financial institution or person.

10. SMS BANKING

(i) Standard Chartered Bank will accept Application Forms signed by the Primary Cardholder only (subject to verification of signature);

(ii) For PULL Service, Standard Chartered Bank will use the respective Mobile Phone operator’s text mail service (SMS) to send the financial information related to customer’s Silver/Gold/Platinum/Titanium/Signature Credit Card on the following working day after the statement has been generated. The PULL Service will be offered free of charge.

(iii) For PULL Service, the Cardholder will be able to obtain a range of financial information related to Silver/Gold/Platinum/Titanium/Signature Credit Card by typing a pre-defined Key-Word with a 4-digit PIN as a message in the Mobile Phone and then sending this message to the pre-defined SMS short code. For this service, regular SMS charges of the respective Mobile Phone operator will apply.

(iv) The Cardholder is solely responsible to ensure the possession of the Mobile Phone number assigned to SMS Banking Services to maintain the confidentiality of his/her financial information. If the Mobile Phone number is lost, stolen or sold to another individual, the Cardholder shall immediately notify the Bank of the incident and cancel the SMS Banking Service. The Cardholder hereby agrees that Standard Chartered Bank/Mobile Phone Operator shall not be responsible for any disruption in SMS Banking Service due to technical failure on the part of Standard Chartered Bank/Mobile Phone Operator.

(v) SMS Banking Service shall remain effective until otherwise advised in writing by the Cardholder, which should reach the Bank at least one week before the next statement date is due.

(vi) The laws of Bangladesh govern these Terms & Conditions.

(vii) The Bank may revise and/or change any of the Terms & Conditions at any time with notice to you, but does not require any consent.

11. Limitations of Receiving Instructions:

The Bank may:

Act in accordance with their usual business procedure and practice and they need only accept Instructions 9 they consider it reasonable and practicable to do so. For example, the Bank may refuse to act if an instruction may involve a breach of their policy; any security procedure or any law or requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where they operate in or by any supranational organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country, result in a card account being overdrawn, appears to conflict with another instruction from a joint accountholder, or if the Bank genuinely believe or suspects the instruction is unlawful. The Bank will not execute Cardholder’s instructions, and will not be responsible for any loss resulting from such non-execution. If the stipulated date of execution: Bank’s policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country) prohibits the Bank from carrying out Cardholder’s instructions,

12. LIMITATIONS IN FUND TRANSFER SERVICES BY DIGITAL/ELECTRONIC BANKING SERVICES OR OTHER MEANS,

(i) The Bank need not execute any fund transfer instruction if on the date set for affecting the fund transfer;

(ii) An order of court or any applicable law prohibits the Bank from executing the fund transfer instructions;

(iii) Bank’s policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where the Bank operates in or by any supranational organisation, official body including, but not limited to, Her Majesty’s Treasury, the United Nations, the European Union or any country) prohibits the Bank from executing the fund transfer instructions.

13. DISCLOSURE OF INFORMATION

While the Bank maintains strict confidentiality in all matters relating to the card account(s) and business, the Cardholder hereby authorises and consents to the Bank and each member of the Standard Chartered Group, including its officers, employees, agents and advisers providing services to support the following parties for any of the purposes where the Bank can disclose their information:

- any member of the Standard Chartered Group anywhere in the world, including any officer, employee, agent or director;

- professional advisers (including auditors), third party service providers, agents or independent contractors providing services to support the Standard Chartered Group’s business;

- Bank’s business alliance partners who may provide their product or service to the Cardholder;

- any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;

- any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents with jurisdiction over the Bank or member of the Standard Chartered Group;

- any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;

- any financial institution which you or may have dealings with to conduct credit checks. anti-money laundering related checks, fraud prevention and detection of crime purposes;

- a merchant or a member of a card association where the disclosure is in connection with use of a card;

- any actual or potential participant or sub-participant in relation to any of Bank’s obligations under Bank’s banking agreement between the Cardholder and assignee, nominee of transferee (or any officer; employee, agent or adviser of any of them);

- Upon Cardholder’s death or mental incapacity, Cardholder’s legal representative and their legal advisers, and a member of the Cardholder’s immediate family for the purposes of allowing benefactors or the payment of any of the above card account(s);

- any authorised person or any security provider;

- anyone the Bank considers necessary to facilitate Cardholder requests for services or application for products with any member of the Standard Chartered Group;

- Anyone to Bank considers necessary in order to provide the Cardholder with services in connection with a product;

- any Bank or financial institution with which Cardholder has or has proposes to have dealings, regardless of whether or not Cardholder is a customer of such Bank or financial institution (whether in Bangladesh or in any other country and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in Bangladesh or another country, located in any prediction.

14. INDEMNITY

Their Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, and costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank’s rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Cardholder.

15. WITHHOLDING PAYMENT

Where required by domestic or overseas regulators or tax authorities, the Cardholder consent and agree that the Bank may withhold, and pay out, from the Cardholder’s account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

16. RIGHT TO SET-OFF

(i) In addition to any general right to set-off or other rights conferred by the law to the Bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank of whatever description and wherever located and whether in or out of any other currency or set off or transfer any sum standing to the credit of any account(s) including a joint account(s) held in Bangladesh in Supplementary Cardholder in or towards discharge of all sums due to the Bank under any account(s) held in Bangladesh with the Bank of whatever description or wherever located and whether in or out of any other currency or and may do so notwithstanding the operation of any such account(s) and the Cardholder hereby authorises the Bank to offset any such combination, consolidation, set off or transfer with the necessary conversion at the Bank’s on-going exchange rates which shall be determined by the Bank at its absolute discretion.

(ii) For the purpose of enabling the Bank to preserve intact the Liability of any party including the Cardholder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank
thinks fit, the Bank may at any time piece and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other Security to the credit of the Cardholder as the Bank shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

17. NOTICES

(i) The Cardholder undertakes and confirms that:

- The Cardholder will give the Bank in writing their address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with any Card issued or any Supplementary Card issued in their name.
- If these details change the Cardholder must give the Bank not less than 14 days advance notice in writing before the change has taken place. In case the Cardholder intends to live outside Bangladesh they must immediately notify the Bank.
- The Cardholder shall notify the Bank within 30 days if there is a change in any other information which they have provided to the Bank.

(ii) The Cardholder must promptly notify the Bank in writing of any change in employment, business or address (office and/or residence) or if the Cardholder intends to be away from Bangladesh for more than 30 days.

(iii) Should the Cardholder be away from Bangladesh for more than a month, the Card Account should be settled 7 days prior to departure.

(iv) If the Cardholder leaves Bangladesh to take up residence elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank 14 days prior to the Cardholder’s departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and clause 8 shall apply.

(v) All cards, which do not have any payments pending for over a month or more, will be renewed automatically. In case the Cardholder does not wish to renew their Card to be renewed or any Supplementary Card to be renewed, a written intimation should be sent to Card Services two months in advance. Intimations sent earlier than two months or less than 30 days before the expiry cannot be accepted.

(vi) Any Card, PIN, Statement of Account, demands or any other communication under these Terms and Conditions may be delivered personally or sent by courier or ordinary post to the last known billing or any other address of the Cardholder and such communication shall be deemed to be having served on the Cardholder on the day of delivery or delivery by hand and on the next business day after dispatch, if sent by courier or by post.

(vii) All communications under these Terms and Conditions sent to the Primary Cardholder or the Supplementary Cardholder shall be deemed to be communication sent to both.

18. GENERAL

(i) The Bank shall not be liable for acting in good faith upon the Cardholder’s instructions.

(ii) The Cardholder authorises the Bank at its discretion to record any such instruction and to use such records as evidence in a court of law or the legal proceedings.

(iii) From time to time the Bank may monitor and/or record telephone calls between the Cardholder and Bank to assure the quality of its customer service or as required by applicable law.

(iv) The Cardholder shall indemnify the Bank against any consequences, costs, expenses, claims or liabilities whatsoever arising out of the breach of these Terms and Conditions and any failure to comply with them as aforesaid.

(v) The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under these Terms and Conditions.

(vi) The Bank shall be entitled at any time without the consent of the Cardholder to assign and transfer the whole or any part of its rights or obligations under this Agreement. The Cardholder undertakes to sign such further document as may be requested by the Bank from time to time to give effect to such assignment and transfer.

(vii) The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

(viii) The Terms and Conditions herein are binding upon the Cardholder and he/she shall not assign or transfer or give any rights or obligations herein to anyone else without prior consent in writing. Any such assignment and transfer without prior consent of the Bank shall be void and the Bank is under no obligation to recognise such assignment and transfer.

(ix) Each of these Terms and Conditions are severable and distinct from one another and if any time any one of more of such Terms and Conditions becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be impaired thereby.

(x) The Bank may at any time, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no conditioning or excusing of and or neglect of forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Bank’s rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressly in writing to the Bank. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver or release of any other Terms and Conditions of these Terms and Conditions.

(xi) In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery quality, design, specifications or otherwise set out in, respect of the offers. Also, these products/services are subject to availability aid will be allocated on a first come, first served basis.

(xii) In connection with the special discounts/offers made by the respective Merchants, the Bank will not be held responsible where any of the Merchants withdraws, cancels, alters, or amends these products/services. In addition, the Bank reserves the right to change the benefits accorded to Cardholders at any time without prior notice.

19. VARIATION OF TERMS

(i) The Bank may from time to time change the terms and conditions of this Agreement with 30 days prior notice to the Cardholder(s). The Cardholder hereby authorises the Bank to change the terms and conditions, of this Agreement without prior consent of the Cardholder subject to the requirements of statute, notification of any such change shall be made to the Cardholder and/or the Bank in writing or by publication thereof. Such changes shall apply to all unpaid Government tax (if applicable) maintenance fees, charges, fees, cash advances, costs and Card Transactions.

(ii) Retention or use of the Card after the effective date of any such change of Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation on the part of the Cardholder. The Cardholder does not accept such proposed change, the Cardholder must terminate use of the Card by giving prior written notice to the effective date and clause 8 shall henceforth be operative.

20. GOVERNING LAW

The Terms and Conditions are governed by and shall be construed in accordance with the laws of Bangladesh and the Cardholder hereby submits irrevocably to the exclusive jurisdiction of the courts of Bangladesh.

21. WAIVER OF INTEREST

The parties recognise and agree that the principle of the payment of interest is repugnant to Shariah principles and accordingly, to the extent that Law would, impose whether by contract or by statute any obligation to pay interest, the parties hereby irrevocably, unconditionally and expressly waive and reject any entitlement to recover interest from each other.

22. PRE-CONDITION TO USE OF ANY PRODUCT

The Bank need not provide any funds to the Cardholder or otherwise allow the Cardholder to access or use a product or their electronic banking services if the Cardholder trade in rough diamonds.

23. ANTI-MONEY LAUNDERING, COUNTER TERRORISM FINANCING, SANCTIONS OR EMBARGOES:

To comply with * or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including Standard Chartered Group policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, the Standard Chartered Group may:

- be prohibited from entering or concluding transactions involving certain persons or entities e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where any member of the Standard Chartered Group operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasure the United Nations, the European Union or any country;
- or Subject to clauses 13, 24 and 25 report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Standard Chartered Group may be subject; or decide to take action in any other country and regardless of whether such information will, following transfer instructions;

24. SCOPE OF INFORMATION:

Personal information means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth). Contact details (for example telephone number, mobile phone number and email address) and financial data such as balances, transactions, account statements and other information about the Cardholder obtained from them, the Cardholder’s dealings with the Bank and any third party including information received from third parties and information collected through their use of the Bank’s electronic banking services.

25. USE OF INFORMATION:

The Bank or any member of the Standard Chartered Group may use Cardholder information to (a) provide them with a product or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to any
member of the Standard Chartered Group and any internal policies and procedures of any member of the Standard Chartered Group and (c) meet any administrative, business, legal or regulatory purpose; including the following:

- Processing Cardholder’s application for products and services, payments, transactions and their instructions or requests;
- providing them with products and services (including any electronic banking service);
- maintaining the Bank’s relationship with them;
- communicating with them on their card account and product, providing them with statements and notices such as important changes to the features, terms and conditions of any product or any of the above accounts;
- assessing their suitability for products and services;
- operational purposes;
- statistical analysis (including behavioral analysis and profiling);
- establishment, continuation and management of their banking relationship with the Bank and Bank account or, where applicable, any member of the Standard Chartered Group;
- identity verification, sanctions screening and due diligence checks;
- credit assessment, including conducting credit checks and setting credit limits;
- enforcing their obligations (including collection of outstanding accounts owed to the Bank by them and/or security provider), debt recovery, adjustment of their credit limit of relevant accounts, and establishing or implementing a scheme of financial arrangement with them;
- conducting market research and surveys that the aim of improving Bank products and services;
- for marketing purposes, promotional events, competitions;
- to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including the Standard Chartered Group’s policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body;
- for the prevention, detection, investigation and prosecution of crime in any jurisdiction including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime;
- to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal 6th Compliance with Standard Chartered Group’s policies and procedures, and any legal, regulatory or business purposes; for surveillance of premises and ATMs;
- Compliance with Standard Chartered Group’s policies and procedures, and any legal, regulatory or business purposes; for surveillance of premises and ATMs.

26. SANCTIONS

Standard Chartered is committed to comply with economic sanctions. It is imposed by relevant regulatory authorities. As such, we do not allow our products and services to be used directly, or indirectly in countries that are subject to such sanctions, and will not process transactions which involve these countries. Please note that you will not be able to contact us via phone banking, facsimile transmission, or emails, or access our website and online banking, and we will not be able to provide you with financial services if you are in these countries. We will also not process payment or trade transactions that involve these countries. Please refer to our website at https://www.sc.com for a current list of countries that to are subject to economic sanctions.