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Important notice
You need to read this document.
It sets out the general terms and conditions of our personal and electronic banking relationship with you. These terms and conditions apply to each product and all services including the electronic banking services we agree to provide to you from time to time. They apply in addition to other documents including the product terms and the Schedule of Charges but they do not apply to any existing facility, product or service we provide to you to the extent that they are subject to separate terms and conditions.

Key words
The meaning of key words printed like this and other words used in our banking agreement (electronic or otherwise) is explained at the end of these Client Terms and at the end of the applicable product terms.

How to contact us
To discuss any aspect of our relationship please contact us at one of our branches, by using phone banking 16233 from any mobile, +8809666777111 from any land line or by visiting our website www.sc.com.bd

Standard Chartered is committed to complying with economic sanctions that are 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. Please note that you will not be able to contact us via phone banking, facsimile transmission, or emails, or access our website, and we will not be able to provide you with financial services if you are in these countries.

Inherent risks
You acknowledge that there are inherent risks in conducting transactions over the internet or electronic networks and you have voluntarily assumed those risks.

Part A - Our banking relationship

1. The terms of our relationship

1.1 We have a range of products designed to suit your personal banking needs, some of which may be accessed through our electronic banking services. The specific features of our products are available on request. Some products may not be available to you depending on your location. Depending on your location, some products may not be accessible through our electronic banking services. Your electronic access to such products may be withdrawn, amended, terminated or suspended at any time without notice.

1.2 If you want to access or use a product in any manner including electronically, you need to complete an application to ask us to approve your use of it. Different eligibility criteria may apply to different products. These may include minimum or maximum age or deposit amounts. We may refuse an application for any reason. Unless required by law, we do not need to give you a reason. You may contact your branch should you require further details about our products or our electronic banking services.

1.3 Our electronic banking services are available to you only after we have approved it for your use.

1.4 If we agree to provide a product to you and allow you to access or use a product through our electronic banking services, the terms on which you may use the product are called our “banking agreement”. This is made up of the following documents for the product:

• the application;
• any letter of offer;
• these Client Terms;
• the product terms;
• our approval;
• the Schedule of Charges;
• any guidelines we issue in connection with use of the product (including guidelines for use of electronic banking services);
• any other terms and conditions that form part of our banking agreement as varied or replaced.

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

The terms of our banking agreement apply to each access or use of the product, including any access or use of the product through our electronic banking services, by you or any authorised person. If you or an authorised person does not agree with the terms of our banking agreement, you or they should not carry out the transaction or access any account. You are responsible for ensuring that each authorised person complies with our banking agreement and for anything an authorised person does in connection with our banking agreement. You must ensure that each authorised person is given a copy of the terms that apply to any product they use and this Client Terms.

1.5 If you are not a resident of Bangladesh, additional terms and conditions may apply as notified by us at any time.

1.6 Transactions with any of our offices or group of companies outside Bangladesh are not protected by Bangladesh laws.

1.7 A reference to “terms and conditions” in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement. These Client Terms replaces all earlier general terms and conditions relating to banking services except where we advise you otherwise.

1.8 If there is any inconsistency between:

• the application and any other terms of our banking agreement, the other terms prevail; and
• these Client Terms and any specific terms (such as the product terms or any letter of offer), the specific terms prevail; and
• the English version of our banking agreement and any translation, the English version prevails.

2. Pre-conditions to use of any product

We need not provide any funds to you or otherwise allow you to access or use a product or our electronic banking services if:

• we consider there may be a default;
• you have not satisfied any pre-condition to use set out in our approval, our letter of offer, the applicable product terms, elsewhere in our banking agreement or as we notify you at any time;
• if we advise you that funds can only be provided or the product can only be used during a specified period (called the availability period), and that period has expired;
• your request for funds exceeds the applicable limit;
• it is illegal in your country to use encryption devices or software to secure communications over the internet;
• you have not provided us with all other documents and information we reasonably request;
• you give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

In addition, for some products we need not provide funds to you or otherwise allow you to use the product in any manner, including through our electronic banking services, if we decide not to do so (see the applicable product terms).
3 Review
We may review the terms of our banking agreement (including the product terms and your conduct under our banking agreement) annually or at any time. Even if there is no default, we may (subject to applicable law), at any time:
• terminate or cancel our banking agreement;
• vary any limit or profit rate applying to the product or vary the term of the product;
• otherwise vary the terms of our banking agreement.
If we vary these Client Terms, we will post the amended terms to your last notified address with us and at our website www.sc.com/bd. You should check the foregoing website frequently. Unless you notify us such varied Clients Terms shall be effective after 30 days of posting after which we will treat your subsequent use of our services and products as your acceptance of the variation.

Part B -
(i) Operating accounts

4 Authority
Account operating authority

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

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

4.2 We act on the account operating authority until you vary (by removing or adding authorised persons) or cancel it. If you want to vary the account operating authority by changing either the authorised persons or the method of operation, or cancel the account operating authority, you must give us instructions in writing. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within seven banking days after we accept your instructions. We may continue to act on the existing account operating authority until the variation or cancellation becomes effective.

4.3 We may honour payment for all cheques and other instruments signed in accordance with the previous authority if they are dated before, but presented after, we have processed the instructions upon prior intimation from you.

4.4 We rely on any instructions given by an authorised person in accordance with the account operating authority.

4.5 An authorised person must use the same signature for all products as used on the account operating authority.

Scope of account operating authority

4.6 Except to the extent you may limit the authority of an authorised person, each authorised person may act on the account. Depending on the product, an authorised person may:
• draw cheques;
• overdraw to any extent permitted by us;
• withdraw money in any manner subject to prevailing laws and regulations;
• give and cancel authorities in our usual form for periodical payments;
• stop a payment of a cheque drawn on the account;
• access and operate the account using an electronic banking service in accordance with our banking agreement;
• obtain statements of account and any information required concerning the accounts generally;
• obtain cheque books and endorse cheques or other instruments payable to your order or if it is a joint account, payable to any one or more of you; and
• elect on your behalf to receive eStatements and notices electronically (instead of by mail), and cancel that election.

Conducting an account in joint names

4.7 Unless otherwise agreed with us when a joint account is opened:
• operations on the account are governed by the account operating authority;
• we need not enquire into the circumstances of any instructions any of you may give in connection with the conduct of the account;
• we are authorised to accept for credit of the joint account, any cheque or other instrument payable to one or more of you;
• each of you is liable to us jointly and separately for the balance owing (including if we permit an overdrawning);
• if the account operating authority is “single signing authority” and any one accountholder instructs us to stop accepting instructions from any other accountholder, or different accountholders give us conflicting instructions, we may suspend the operations on the account until we receive confirmation from all accountholders;
• if the account operating authority is “single signing authority” and we are notified that an accountholder becomes insolvent or incapacitated, we may suspend operation of the account until we are satisfied that all other accountholders are aware of the circumstances and the legal representatives of the affected accountholder has provided us with the information we require to resume operations on the account;
• if the account operating authority is “both/all to sign” and we are notified that an accountholder becomes insolvent or incapacitated, we may suspend operation of the account until we are satisfied that all other accountholders are aware of the circumstances and the legal representatives of the affected accountholder has provided us with the information we require to resume operations on the account;
• if one of you dies, the surviving accountholder may give instructions and obtains title to the account.

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

5 Instructions

Authorisation

5.1 You authorise us to act on instructions from you or any authorised person (including any instructions we believe have been given by you or an authorised person). You acknowledge that for electronic banking services, we may require use of a security code and use of a security code is evidence that the instruction is authorised by you or an authorised person. However, also see clause 18 (Liability for transactions).

5.2 You agree that the use of security codes is adequate identification of you. We are entitled to act on instructions (provided using the security codes) without obtaining any further written or other confirmation from you. You agree that we will not be liable for taking such action unless you had notified us before such unauthorised instructions were given to us that your security codes are or might be known to someone else.

Form of instructions

5.3 Instructions must be given in writing. However, we may accept instructions by telephone, fax or through any electronic banking service if you produce any documents we require.

You are responsible for ensuring the timeliness, accuracy, adequacy and completeness of all instructions given by you. We will not be liable for any loss or damage as a result of:
• your instructions to pay or transfer funds being late, inaccurate, inadequate or incomplete; or
• any third party refusing or delaying to pay or transfer the funds to the account of the intended payee.

5.4 You acknowledge that email is not a completely reliable or secure method of communication. You must not use it to send us:
• notices in connection with any of our banking agreements; or
• sensitive communications, such as payment instructions. Payment instructions should be sent through the electronic banking service connected to your account.

5.5 You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.

5.6 You must ensure your account has sufficient funds for the purposes of giving instructions to us.

5.7 All instructions cannot be reversed and are binding on you.
5.8 When we receive a transaction instruction from you, we will debit any payment plus any charges payable for the transaction from your account.

5.9 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

5.10 We will be deemed to have received or executed your instruction only when you have received our confirmation that we have received or executed such instructions.

**How we may act**

5.11 We may:
- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an authorised person. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- require written confirmation from you of a particular instruction;
- we may reverse any action taken on the basis of an instruction if our internal checks indicate that the instruction was not from you. We will not be responsible for any loss to you that results from such reversal;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider them reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we 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 an account being overdrawn, appears to conflict with another instruction from a joint account holder, or if we genuinely believe or suspect the instruction is unauthorised.

5.12 We will not execute your instructions, and will not be responsible for any loss resulting from such non-execution, if on the stipulated date of execution:
- there are insufficient funds in your account to execute your instructions; or
- your account does not contain sufficient funds to pay any charges, fees, profit or other sums that may be payable by you to us;
- you did not correctly use the electronic banking services;
- circumstances beyond our control prevent your instructions from being carried out despite reasonable precautions taken by us;
- the funds you instruct us to transfer or pay exceeds your personalised daily transfer limit or the category limit imposed on your account, whichever is lower;
- your account or any funds in your account have been put on hold;
- an order of court or any applicable law prohibits us from carrying out your instructions;
- our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we 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) prohibits us from carrying out your instructions; or
- your account is closed, frozen or inaccessible for any reason.

5.13 We may impose a service charge on unsuccessful applications to transfer funds or pay bills in the event this is due to the circumstances set out in the first 2 sub-points of clause 5.11 above. You will also be responsible for any charges imposed, or any other action taken, by a receiving bank or payee or an intended receiving bank or payee if any of the circumstances in clause 5.11 apply.

**Payment instructions**

5.14 You authorise us to act as the instructing financial institution to send your payment instructions (for example a cheque or other similar instrument). You also authorise us or any third party who receives the payment instructions to act on them as if you had sent the payment instructions directly to them.

**Inability to process**

5.15 If we cannot process your instructions, we will, where possible, attempt to notify you of this.

**Timing**

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

**Stopping or reversing a transaction**

5.17 If we are instructed in writing to stop or reverse a transaction, we will attempt to do so. However, we are not liable for any loss you incur if we cannot do so. You will pay us for any costs we may incur in trying to stop or reverse a transaction.

**Risks**

5.18 You acknowledge and accept the risks of giving instructions by telephone, fax or through any electronic banking service (including the risk of technical malfunction in your or our electronic equipment, the risk of any instructions being unauthorised or given by an unauthorised person, the risk that we may process instructions twice if you send the same instructions to us in different forms and the risk that any information sent by electronic banking services cannot be guaranteed to be secure or free from virus, delay or any other third party attacks). In particular, we will not be responsible for wrongful instructions caused by malware in your computer or device; or man-in-the-middle attacks.

**Instructions from us**

5.19 You and each authorised person must follow our instructions in connection with accessing or using a product and comply with all applicable laws.

6 **Account overdrawing**

6.1 If you or an authorised person makes any withdrawal, payment or other transaction on an account (including by cheque or use of a card or electronic banking service) or
- a debit (or negative) balance in the account; or
- any agreed cash line limit applying to the account. This is known as overdrawing the account.

6.2 We need not:
- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an account, which would cause an account to be overdrawn; or
- transfer funds from any other account to the overdrawn account in order to effect the withdrawal or transaction.

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

6.4 If we allow an account to be overdrawn:
- this only applies for that particular instruction and this does not mean that we will allow a similar cash line in the future;
- the amount by which the account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must pay that advance and any fee as mention in the Schedule of Charges.

7 **Notices and communications**

**Contact information**

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

**Form of notices and communications**

7.2 Unless otherwise provided in our banking agreement, notices and communications shall be sent to the address, telephone number, fax number, email address or mobile phone number last notified. You authorise us to send notices and communications to you in connection with our banking agreement electronically including by fax, email, SMS or via our banking inbox.

7.3 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches, our ATMs or on our website.
**When delivery of notices and communications to you are effective**

7.4 Unless otherwise provided in our banking agreement, the delivery of our notices and communications to you are effective as follows:

- if sent by fax, at the time shown on the transmission report as being successfully sent;
- if delivered personally, at the time of delivery;
- if sent by post within Bangladesh, three banking days after posting;
- if sent by post outside Bangladesh, 7 banking days after posting;
- if sent by email or SMS, four hours after we send it unless we receive a delivery failure receipt;
- if delivered via the online banking inbox, 24 hours after we send it; and
- if published in daily newspapers, posted at any of our branches, our ATMs or on our website, at the time of publication or posting.

**When notices and communications to us are effective**

7.5 Your notices and communications are effective when we actually receive them in legible form and only if they are expressly marked for the attention of the department or officer identified by us (or any substitute department or officer as we notify you).

7.6 You should give us any other formal notice in connection with the electronic banking services in writing to any of our branches in the country where you maintain an account.

**Recording of telephone conversations**

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

**Digital signatures**

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

7.9 Any notice or communication that is digitally signed must comply with any applicable law.

**Electronic contracts**

7.10 You are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.

7.11 You must not dispute the contents of any notice or communication (including any application) sent to us using electronic equipment.

**Notices and communications to joint accountholders**

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

7.13 All communications, including communications through the electronic banking services, which meet our internal requirements shall be deemed to be valid, accurate and authentic.

**Phone banking**

7.14 When using phone banking, if you ask and we quote any exchange rate or profit rate to you, the rates are for your reference only and are not binding on us unless we later confirm the rates in writing.

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

**(ii) Current/Cheque/Savings and Term deposit Terms**

This section sets out specific terms and conditions on which we agree to provide you with current/cheque account, term deposit and savings account products.

**8 Choosing the account that is right for you**

We offer a variety of current/cheque accounts, term deposits and savings accounts designed to suit your personal banking needs. If you need us to explain any of the features of, or the terms applying to, any current/cheque account, term deposit or savings account, please contact us.

**9 Savings accounts**

**Age restriction**

9.1 If you are below the majority age a saving account must be operated with your parent or legal guardian on the following conditions:

- deposits in the saving account are payable to you only;
- withdrawals from the saving account are made using the account operating authority of your parent or legal guardian;
- any subscription to an electronic banking service in connection to the saving account is made by your parent or legal guardian.

**No cheque facility**

9.2 Savings accounts do not include a cheque facility.

**Account operation**

9.3 Savings accounts shall be operated in accordance with 11 below.

9.4 If you have a credit balance in a savings account you may be entitled to receive profit depending on the type of account (see the Schedule of Charge).

**10 Term deposits**

**Minimum age for Term deposits**

10.1 You must be above the majority age to apply for a Term deposit.

**Account operation**

10.2 Term deposits shall be operated in accordance with 11 below.

**Maturity of term deposit**

10.3 If a Term deposit matures on a day which is not a banking day, then the date will be extended to the next banking day.

10.4 We only pay the principal and profit to you at the branch where it was initially placed (unless we otherwise agree).

10.5 You must instruct us in writing (or any other way we agree to accept) before the maturity date (and in the case of foreign currency deposits, at least 2 banking days before the maturity date) whether you want:

- to renew the term deposit; or
- us to pay you the principal and profit on the maturity date. If you do not instruct us, we may renew the term deposit for a similar term with profit at the prevailing profit rate for that term. However, we have no obligation to do so.

10.6 Profit ceases to be payable after the maturity date unless the term deposit is renewed.

**11 Operation of Accounts In relation to savings accounts and term deposits:**

11.1 You may, at any time in accordance with these Terms and Conditions, place funds (the “Mudaraba Funds”) to the credit of a Mudaraba Account, which shall be managed and invested on a Mudaraba basis by us in Islamic shariah compliant assets (the “Mudaraba Assets”).

11.2 Such accounts will be divided in various categories depending on the criteria determined by the Bank which is applicable to a certain category, such as maturity/tenor, currency, credit balance thresholds and overall relationship with a customer. A group of Customers having accounts in a specific category would form a particular Category (the “Category”).

11.3 The profits from the Mudaraba Assets (the “Mudaraba Profit”) shall be allocated between us and you at the end of the period for which Mudaraba Profits are being calculated (the “Profit Allocation Period”), as follows:

- in consideration of the services provided by us hereunder, we shall be entitled to a pre-determined proportion of the Mudaraba Profits which have accrued during the relevant Profit Allocation Period as its management compensation (the “Manager’s Profit Share”);
- the remaining Mudaraba Profit, after deduction of the Manager’s Profit Share (the “Profit Amount”), shall be allocated amongst the accountholders at the end of each Profit Allocation Period by reference to the weightages (the “Profit Weightages”) determined by us in respect of each Category at the commencement of each Profit Allocation Period and the average balance maintained by the accountholder in its Mudaraba Account during the Profit Allocation Period calculated on a daily product basis. The accountholder’s share of the profit will be determined in accordance with the per annum rate (the “Profit Rate”) applicable to the relevant Category to which the accountholder belongs provided that the calculation of the Profit Rate shall be rounded up to the third decimal place only.

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11.7 Any losses incurred on the Mudaraba Funds during a Profit Allocation Period shall be borne solely by you. If, however, we have also invested a certain sum in the Mudaraba Assets then such losses shall be shared between you and us proportionately in accordance with the respective amounts invested by you and us in the Mudaraba Assets. In the event that such losses occur during a Profit Allocation Period, we shall not be entitled to the Manager's Profit Share in respect of the relevant Profit Allocation Period.

11.8 In the event that we intend to make a variation (including any addition or deletion) to the composition of Islamic shariah compliant assets, we shall do so at our own discretion. Any variation, if made by us, will not adversely affect you.

12.3 When you open a current/cheque account we issue you with a cheque book. You must keep cheque books secure (including keeping them in a safe place - please refer to the security procedures set out in Part E Security procedures and liability) of these Terms and Conditions.

12.4 If you need a new cheque book it can be ordered by either filling out the application form in the cheque book or by any other process we offer. We may refuse to issue a new cheque book. We need not give you a reason for doing so.

12.5 When you receive your cheque book you should check that the account number and name are correct.

Writing cheques

12.6 You or an authorised person must be careful when writing cheques to ensure the cheque cannot be altered without authorisation and to prevent fraud by forgery. For example, when writing cheques, you or an authorised person must:

- only use cheques in the form we have issued;
- write in non-erasable ink or ballpoint pen;
- write the words and figure of the amount as close as possible to each other and to the left-hand margin in order to prevent space for insertions;
- add the word 'only' after the amount stated in words;
- never pre-sign a cheque in blank;
- if sending cheques by post, delete the words 'or bearer' (to make the cheque an 'order' cheque) and cross the cheque with two parallel lines;
- not alter the cheque (including deleting the words 'or bearer') unless confirmed by their full signature;
- not use correction fluid. We may dishonour and return any cheque that is not completed in accordance with these procedures, post-dated or out of date or otherwise not in a form acceptable to us. If the words 'or bearer' are not deleted the cheque is a 'bearer cheque' and may be deposited by anyone holding the cheque. You can protect yourself by crossing a cheque with two parallel lines as the cheque must then be paid into the payee's account rather than 'on demand'.

Fees & charges

12.7 Fees and charges apply to cheques including stop fees, dishonour fees and fees if a cheque is returned to us for any reason (see the Service & Price Guide).

We may report you

12.8 If you issue 4 or more cheques in a 12 month period when your account has insufficient funds we may terminate our banking agreement and give details about your account to the Bangladesh Bank and other authorities.

13 Foreign currency

Deposits of foreign currency are generally made into a form of savings account or term deposit. However, foreign currency current/cheque accounts may also be available.

Minimum age

13.1 You must be above the majority age to apply for a foreign currency account.

Terms of deposit

13.2 We accept foreign currency deposits in currencies acceptable to us on the conditions (including term, profit rates and minimum deposit amounts) available at our branches.

Deposit methods

13.3 We may accept and deposit, as agent for collection foreign currency drafts, cheques or travellers' cheques for good value after clearance. We deduct from the proceeds our fees and charges as set out in the Schedule of Charges and any fees and charges that may be imposed by third parties. However, we may:

- refuse to accept for collection drafts, cheques or travellers' cheques drawn in favour of third parties or if the payee's name is not identical to your name in our records;
- need to see the purchase agreement of any travellers' cheques presented for deposit. We return dishonoured cheques, drafts or travellers' cheques to your last notified address at your risk and cost.
13.4 If you have an existing foreign currency term deposit and we receive additional foreign currency funds with no specific instructions, we may place them in any type of account we determine for a minimum of one month. However, if the additional funds are below our minimum deposit amounts, we may place them in an existing account in the same currency and with the profit rate and the earliest maturity date we determine.

Withdrawal methods

13.5 Except as provided for in clause 11.5, foreign currency deposit accounts which are term deposits may not be withdrawn before the maturity date.

13.6 Proceeds of withdrawal may be available in foreign currency notes at the fee we specify. The details for foreign currency withdrawals and fees are available by contacting us at one of our branches or by using phone banking.

Profit on foreign currency deposits

13.7 Profit on a foreign currency deposit is paid in accordance with the Schedule of Charges.

Foreign exchange controls

13.8 Foreign currency accounts, and all transactions under them, are subject to any applicable exchange control laws.

14 Customer acknowledgment regarding payment of Zakat

You hereby acknowledge that you shall be solely responsible for paying any Zakat due on the balance in the Account.

15 Minimum Balances

15.1 Some accounts require you to maintain a minimum balance. For details on required minimum balances, see the Schedule of Charges.

15.2 If a minimum balance applies to an account and the balance of the account falls below this minimum we:

• need not accept any instruction or allow any transaction on the account which would cause the account to fall below the minimum balance;

• need not pay profit on the account;

• may close the account.

You must also pay any applicable fees set out in the Service & Price Guide.

16. Payments into accounts We may accept or refuse payment

16.1 We may accept or refuse to accept any deposit whether in cash or by cheque or other instrument or set minimum or maximum amounts on deposits. We need not give any reason for doing so.

16.2 Any cheque or other instrument is received by us as agent for you to a current/cheque account.

Foreign cheques or instruments

16.3 If we agree to accept cheques or other instruments drawn on financial institutions located outside the Bangladesh, you acknowledge that:

• clearance depends on the laws and practices of the location of the financial institution;

• we are not responsible for the value given by the financial instrument or any other loss incurred in connection with the cheque or instrument.

Receipts

16.4 Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.

16.5 A deposit slip is only valid if endorsed by our machine print (if deposited at an ATM) or by our stamp and signature of a bank officer (if deposited at a branch).

Third party cheques

16.6 If a cheque or other instrument is presented which is payable to a third party or it appears to belong or to have belonged to someone else (called a “third party cheque”), we may refuse to accept it for deposit or refuse to cash it. If we agree to accept or cash a third party cheque we may require you or an authorised person to comply with additional conditions.

Cash deposit machine deposits

16.7 You must not deposit cash or bearer cheques into the cash deposit machines. If you make a deposit in this way, you do so at your own risk and we will not be liable for any loss incurred as a result of your action.

Clearance of payments

16.8 We do our best to process all cheques and other instruments within a reasonable period of time. However, if they are deposited in the afternoon, they may not be processed until the following banking day. Clearance times may vary.

16.9 The proceeds of cheques and other payment instruments deposited, or funds transferred electronically cannot normally be withdrawn until cleared. If we allow withdrawal of the proceeds before clearance occurs, you must repay or we may debit that amount if the cheque, payment instrument or transfer is dishonoured.

Regular payments to an account

16.10 If you ask, we may establish a regular payment arrangement to an account. We may cancel or stop the regular payment arrangement if:

• you instruct us to do so in writing; or

• the payment arrangement no longer complies with the terms of the payment authority signed by you; or

• required by law.

Dishonoured cheques

16.11 We give you details of any cheque deposited into an account which is dishonoured as soon as practicable.

17. Payments out of accounts

Withdrawals

17.1 Withdrawals from an account are subject to conditions (including notice requirements) we impose.

• You may withdraw your deposits only at the country where the product is located. However, we may from time to time allow withdrawals of deposits from your account to be made in other countries than the Bangladesh, subject to conditions we may impose, and you agree that we may withdraw any such permission at any time without notice. You agree that such withdrawals are subject to market conditions and the laws and regulations governing the location of the product, and the location of the withdrawal.

Authority to debit and payment

17.2 You authorise us to debit all cheques and other instruments drawn on your behalf.

17.3 We may determine the order of priority for payment of cheques.

Third party withdrawals

17.4 We may, but need not, accept instructions allowing third parties to withdraw from an account.

Direct debits or periodical payments from accounts

17.5 If you ask, we can organise a direct debit or periodical payment arrangement from an account. You will need to sign additional documents to authorise it.

17.6 We may cancel or stop any direct debit or periodical payment arrangement if:

• you instruct us to do so in writing; or

• the payment arrangement no longer complies with the terms of the direct debit authority signed by you. We may ask that you also notify the person to whom you have given the direct debit authority.

Telegraphic transfers

17.7 You may ask us to effect telegraphic transfers for you. We need not agree to your request.

17.8 We may set a minimum amount or maximum amount for telegraphic transfers. For details of these amounts, please contact us.

17.9 If a telegraphic transfer is made in a currency other than the currency of the destination country, you may be required to pay multiple charges for the telegraphic transfer. For details of these charges, please contact us.

17.10 You consent to us disclosing any information in connection with the telegraphic transfer to the correspondent or intermediary bank.

17.11 If a telegraphic transfer cannot be completed, we are not required...
to refund the charges paid by you for the telegraphic transfer unless the failure to complete was solely and directly due to anything we do or do not do.

18. Dormant accounts

What is a dormant account?

18.1 If no withdrawal, deposit, fund transfer or use of electronic banking services is made on a savings account (excluding term deposit) for 24 consecutive months, or current/cheque account for 12 consecutive months or such other period that we notify to you, we classify the account as dormant.

Fees for dormant accounts

18.2 If the balance of a dormant account:

- falls below a minimum limit set out in the Schedule of Charges, we may close the account and use any credit balance to pay the dormant account fee set out in the Schedule of Charges or as notified by us; or
- is above the minimum limit set out in the Schedule of Charges, we may debit the dormant account fee set out in the Service & Price Guide or as notified by us until the account is closed, unless prohibited by law.

19. Closing accounts

When we may close accounts

19.1 We may close a savings account, Mudaraba Account, term deposit or a current/cheque account at any time. We need not give a reason for doing so. If we do so, we pay you the balance of the account in the manner we determine.

Return of cheque books

19.2 If a current/cheque account is closed, you must ensure that any unused cheque books are returned to us.

20. Foreign Exchange

Entering into foreign exchange transactions

20.1 If you are interested in entering into a foreign exchange transaction, you should contact us to discuss your requirements.

Warning

- Foreign exchange transactions involve various risks including movements in currency rates. You can make losses and that is a risk you take. If you do not understand the risks or are not willing to accept the risks or make losses, you should not enter into foreign exchange transactions with us.
- You must decide for yourself whether you should participate in foreign exchange transactions at all and, if you do, about each individual foreign exchange transaction.
- Our role is not to give advice, recommendations or warnings to you. We do not monitor your foreign exchange transactions or movements in currency rates for you - this is your responsibility.
- Anything we, including any of our officers, employees or agents, say to you is opinion only. You may not rely on it or hold us liable for it, even if it is wrong. Similarly, you may not hold us liable if we fail to give you advice, recommendations or warnings.
- We will not be liable for your losses in any circumstances unless it is due to our gross negligence.

20.2 Our banking agreement for foreign exchange transactions and the terms of all foreign exchange transactions constitute a single agreement between you and us.

20.3 If we enter into a foreign exchange transaction with you orally, the foreign exchange transaction is made from the time you and we make the oral deal.

20.4 On each date on which we enter into a foreign exchange transaction, we will convert the foreign exchange transaction at the rate of exchange prevailing for purchasing and selling the relevant currency at the time of processing the transaction.

20.5 Subject to what follows, you and we must make the payments required under each foreign exchange transaction in accordance with Part F (Payments) of the Terms and Conditions in the currency required under the foreign exchange transaction.

20.6 We and you may agree from time to time the manner of settling transactions, or particular types of transactions.

20.7 If you fail to make a payment under any foreign exchange transaction on its due date or for any reason you are not able to honour your commitment on the due date, we have the right to reverse the foreign exchange transaction and debit the loss of closing out the FX position including profit to your account.

20.8 We may at our discretion withhold payment of monies due to you under any foreign exchange transaction until such time as we are satisfied that we have received or will receive the amount due from you.

20.9 You will honour foreign exchange transactions even in case your instruction is cancelled by us due to any signature mismatch, call back failure, discrepancy in instruction, insufficient funds, sanctions etc. You can give a fresh instruction to us within three working days of booking the deal.

20.10 For foreign exchange transactions that require currency conversion, we will convert the currency of the payment at the rate of exchange prevailing for purchasing and selling the relevant currency at the time of processing the transaction.

20.11 For booked foreign exchange transactions, we will convert the currency of the payment at the rate of exchange prevailing for purchasing & selling the relevant currency at the time of booking the foreign exchange transaction.

20.12 You acknowledge that any foreign exchange transactions for the same day value are subject to the time when the instruction of booking such transaction is received as we have cut-off times relating to the geographical location of the payment destination.

Payment netting

20.13 If you and we owe each other amounts under our banking agreement for foreign exchange transactions in the same currency on the same day, then, unless otherwise agreed, the party owing the higher amount must pay the difference between those amounts. In those circumstances the other party does not make a payment.

Termination and close out

20.14 We may terminate all of the foreign exchange transactions if:

- a default occurs; or
- You do not send the original/physical instruction to us within two working days from the date of booking the foreign exchange transaction.
- You disclaim, repudiate or challenge the validity of our banking agreement or any part of it.

20.15 If we terminate or close out foreign exchange transactions under clause 20.14, you must also pay us on demand our costs in connection with terminating foreign exchange transactions.

21 Premium Banking Terms and Conditions

In these terms and conditions, “you” refers to you, your joint account holder or your authorised person who are Premium Banking customers of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office) (the “Standard Chartered Group”). The additional services the Bank provides to you as a Premium Banking customer are governed by these terms and conditions.

Membership

21.1 To become a Premium Banking customer, you will have to meet the eligibility criteria and Premium Banking membership admission is at our sole discretion. The Bank reserves the right to end your Premium Banking membership at any time without giving any reason but prior notice will be given to you.

21.2 Continuation of your Premium Banking relationship is subject to fulfillment of the eligibility criteria. We will review your relationship with us on a regular basis and its continuation will be at our sole discretion.

21.3 You may end your Premium Banking membership by giving us written notice.
Eligibility criteria
Eligibility criteria will be determined by the Bank from time to time. As of January 2020, the eligibility criteria is:
(i) Minimum half-yearly average balance of BDT 1.00 Million in Current/Savings Account

Fees and Charges
21.4 Fees and charges may be charged for the provision of selected Premium Banking services. The fees are set out in the Premium Banking Schedule of Charges and may change from time to time. You can request for a copy of the Premium Banking Schedule of Charges or the specific charges for a particular service of Premium Banking by contacting your Relationship Manager, via phone banking, visiting the Bank’s branches or from the Standard Chartered website at www.sc.com/bd.

21.5 Premium Banking membership is subject to your meeting the eligibility criteria. If the eligibility criteria are not met, we may at our discretion, convert your banking relationship including reclassification of product holdings to Personal Banking relationship.

Premium Banking Services
21.6 Services provided by third parties
From time to time the Bank may introduce you to other Premium Banking privileges and services provided by third parties. Any services provided by third parties are subject to their terms and conditions and the Bank will not be liable for any loss you incur in connection with such services.

21.8 Provision of Premium Banking Services
The Bank reserves the right not to provide you or cease to provide you with any Premium Banking Services and its accompanying benefits (if any) if you are downgraded from the Premium Banking platform for any reasons whatsoever. The Bank will attempt to notify you as soon as possible if this happens but the Bank does not need to give you any reason for doing this.

21.9 Premium Banking Services Withdrawal
Premium Banking Services are subject to local regulations, the Bank may vary or withdraw the services at any time.

Document Protection Services
21.10 Subject to the applicable Premium Banking service conditions. You, as a Premium Customer, may request the Bank through your written instruction to keep records of your a) Passport number b) Insurance policy number c) Driving license number d) Trade license number(s) or the option of any other item suggested by the Bank, from time to time so that in case of loss or theft of such items/documents the Bank may serve as a source of reference.

21.11 The Bank may in its absolute discretion require that written confirmation of your oral instruction(s) be received by it within such period as the Bank may specify.

21.12 Where any of the above accounts are opened by more than one person or where Premium banking facilities are made available to more than one person, any such one person shall be entitled to give any such instructions and the Bank shall be entitled to rely upon such instructions.

21.13 You will release the Bank from and indemnify and hold the Bank harmless from and against all actions, suits, proceedings, costs, claims, demands, charges expenses, losses and liabilities however arising in consequences of or in any way related to the “Document Protection Services”.

Privileged Discount Arrangement
21.14 Subject to the applicable Premium Banking service conditions, clients may enjoy discounts at selected outlets using Premium Banking debit card. The Terms and Conditions of the discount arrangement may vary from time to time depending on the agreement between the Bank and vendor. Neither the Bank nor the vendor is liable to notify you regarding such changes. You will release the Bank (and any Vendor/Third Party service provider) harmless from and against all action, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities however arising in consequences of or in any way related to the unavailability of the proposed discount arrangement at any point of time for any reason whatsoever.

Fees
21.15 You will pay the Bank such annual fees and charges in respect of Premium banking as the Bank may in its absolute discretion from time to time specify.

b) The Bank shall be entitled to debit any fee(s) or other charge(s) payable by you under this condition from any of your account with the Bank.

c) Without prejudice to any other right of the Bank, if there are insufficient funds outstanding in your accounts with the Bank to cover fees or other charges payable, the Bank shall at any time thereafter be entitled to terminate or suspend “Premium Banking Membership” and the services associated with Premium banking or any one of them as it may in its absolute discretion determine.

Termination of Premium Banking Privileges
All Premium Banking facilities shall be deemed to have been terminated or cancelled forthwith upon your death or bankruptcy. Immediately upon termination or cancellation of all Premium Banking facilities, whether by the Bank or you. You will cut your Premium Banking Debit Card into half and return it to the Bank (together with any cheque books) and other unutilized material from the Bank by mail or to the nearest branch.

Part C - Electronic banking
22 What is electronic banking?

Overview
22.1 Electronic banking services are a range of banking and other services or facilities that use electronic equipment and include:
• online banking
• ATM and debit card services
• Banking services provided via cash deposit machines
• SMS banking
• electronic alert
• mobile banking
• phone banking
• fund transfer services
• point of sale banking
• eStatements
• other e-commerce or value added services.

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

Using electronic equipment
22.2 When a transaction is made with electronic equipment using a security code, you authorise us to act on the instructions entered into that electronic equipment.
We treat use of a security code as evidence that you or an authorised person issued the instructions.

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

23 Using electronic banking services
Availability
23.1 Electronic banking services, and certain facilities under the electronic banking services, may be available only for certain types of accounts or products and not others. You accept that there are certain facilities and services that cannot be accessed through our electronic banking services.

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

Preconditions to use
23.3 We only make an electronic banking service available if:
- you are recorded as the legal and beneficial owner of an account and use of the electronic banking service for such account is acceptable to us;
- you have registered our electronic banking service. Contact us to arrange this; and
- you and each authorised person has complied with the activation procedures we specify.

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

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

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

Joint accounts
23.7 If the operating authority for a joint account is “single signing authority”, you agree that:
- all joint accountholders may operate the account using the electronic banking services in accordance with these Client Terms (even if you are not registered to use the electronic banking services); and
- any single joint accountholder may validly give instructions by the electronic banking services in connection with the joint account.

Operating times and availability
23.8 The electronic banking services are usually available for use during normal operating hours or at the times set out in any applicable guidelines or otherwise notified to you. However, routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the electronic banking services to be available during all normal operating hours, which you accept.

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

Software compatibility
23.10 When you use our electronic banking services we may provide your system with electronic banking software which may be needed for you to operate such electronic banking services. Alternatively, the electronic banking software may be supplied to you in some other way. It is your responsibility to ensure that the electronic banking software, if supplied to you, is compatible with your system. We shall not be responsible for any loss or damage you suffer as a result of any incompatibility between the electronic banking software and your system.

Ownership rights in connection with the electronic banking software and other information
23.11 If supplied, you will have a non-exclusive, non-transferable, temporary licence to use the electronic banking software only for the purpose of accessing the electronic banking services. The electronic banking software contains valuable information that belongs to us or others. You must not transfer, modify or tamper in any way with the electronic banking software.

23.12 You are responsible for complying with the local laws of the country from which you use the electronic banking software.

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

As the electronic banking services can be accessed through the internet, other communication channels or, as the case may be, public systems over which we have no control, we will not be responsible for any loss or damage suffered by you or them as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from your use of the electronic banking services through the internet or those other communication channels or public systems.

Unauthorised Cash Line
23.14 You cannot rely on the operation of the electronic banking services to prevent an unauthorised cash line being created. For example, you must remember that cheques and any payment instructions you or an authorised person has given using the electronic banking services may not be given immediate value or immediate effect and might not always be immediately reflected in the balance owing.

Information provided at ATMs not conclusive
23.15 Information provided at ATMs in connection with your account (such as your credit or debit balance) may not reflect the balance owing at that time.

Electronic alerts
23.16 The electronic alerts available are:

<table>
<thead>
<tr>
<th>Alert type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMS alerts - automatic alerts</td>
<td>No prior subscription required.</td>
</tr>
<tr>
<td>Email alerts - automatic alerts</td>
<td>No prior subscription required.</td>
</tr>
</tbody>
</table>

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

23.18 We will send the electronic alerts to either your mobile phone number or an email address you provide. In the event you want to make any changes to your mandatory alerts, this must be done by through our contact centre.

23.19 To receive electronic alerts you will need to select and set the preferences through a Standard Chartered ATM by logging into your online banking account or by submitting an application in the prescribed format.
Availability
23.20 The availability and proper functioning of electronic banking services depends on many variable circumstances, including location, mobile network and internet availability and signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

Suspension
23.21 We may suspend any electronic banking service temporarily at any time for maintenance and upgrading of services.

Fees and charges
23.22 We may charge you fees and charges for the electronic banking services. We can change these fees and charges by giving you at least 30 days’ notice. If we give you such a notice, we will not have to pay any proposed increase as long as you cancel your use of the electronic banking service during the 30-day notice period. However, your continued use of the electronic banking service after the 30-day notice period shall be conclusively deemed to be your acceptance of such changed fees and charges.

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

Variations
22.24 We may at any time:

• vary the way any electronic banking service operates; or
• add to, remove or otherwise vary, end or suspend any of the facilities available under any electronic banking service.

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

Ownership of software
23.26 If we allow you to use any electronic banking service software, we grant you a non-exclusive licence to use the electronic banking service software only for the purpose of accessing electronic banking services. The electronic banking service software is valuable property which belongs to us or others.

23.27 You must not:

• take copies, sell, assign, transfer or otherwise deal with the electronic banking service software or your licence to use it; or
• attempt to decompile, reverse engineer, input or compile any of the electronic banking service software.

23.28 If you access electronic banking services in a country other than Bangladesh, you must comply with the laws of the other country including obtaining any licence you need to take the electronic banking service software into or out of the country.

24 Mobile and SMS banking
24.1 We may restrict access to mobile banking and SMS banking. For example, for some products we may not offer it to accountholders or cardholders who are minors or joint accountholders.

24.2 Mobile banking and SMS banking are only available for mobile phones and similar devices with data connections which meet the specifications and configurations we specify. You must obtain and maintain a mobile phone and data connection which meet these requirements at your own expense.

24.3 You may have to apply to us for use of mobile banking or SMS banking by online banking or by any other method as stipulated by us.

24.4 We may take up a maximum of 7 banking days from the date of receipt of your application to activate mobile banking and SMS banking.

24.5 Any transaction made through your mobile banking user ID shall be deemed to have originated from you if the correct login password was submitted.

24.6 The mobile app and the information or materials obtained via the mobile app and mobile banking are granted to you by us for your sole use on a non-exclusive and non-transferable basis.

24.7 Mobile banking and SMS banking are available to you only if you are within the cellular or mobile network service range of the particular cellular or network service provider providing services to you. We are not responsible for your inability to use mobile banking and/or SMS banking if you are not within such network service range.

24.8 You agree to pay us and any third party telecommunication providers all applicable rates and charges related to your use of mobile banking or SMS banking, and we shall debit from your account any unpaid rates and charges.

24.9 We may change the layout, form and wording of any of our mobile apps or screens and in particular, those on which our mobile banking is provided.

Setting preferences and receiving alerts
24.10 We may not give effect to any preferences if we have reason to suspect that the preferences are not genuine, are improper or unclear.

24.11 Your mobile phone number and email account must be active and accessible to receive electronic alerts. You acknowledge that if your mobile phone number or email account remains inaccessible for a continuous period, you may not receive electronic alerts sent during such period.

Mobile and SMS banking are dependent on the infrastructure, connectivity and services provided by service providers engaged by us or you. You therefore, accept that timeliness, accuracy, and/or readability of electronic alerts will depend in part on these third party service providers. We are not responsible for non-delivery or delayed delivery, error, loss or distortion in transmission of electronic alerts if this is due to the fault of such service providers.

25 Fund transfer services by electronic banking services
25.1 This clause 11 applies only if the respective services are available under the fund transfer services for your type of product.

25.2 You and each authorised person may use electronic banking services to access the following services for the purposes set out below:

<table>
<thead>
<tr>
<th>Name of service</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interbank funds transfer service</td>
<td>To instruct us to transfer funds from a source account to a specified account with another local bank.</td>
</tr>
<tr>
<td>Own account funds transfer service</td>
<td>To instruct us to transfer funds between accounts. Unless we otherwise agree, this service may only be used where all named accountholders are identical across the accounts. This service does not allow funds to be transferred to or from accounts which are known to us to be held by you in other capacities (including trust accounts or estate accounts).</td>
</tr>
<tr>
<td>Bill payment service</td>
<td>To instruct us to transfer funds for payments from a source account to a specified payee.</td>
</tr>
<tr>
<td>Third party intrabank funds transfer service</td>
<td>To instruct us to transfer funds from a source account to a specified account with us which is held in the name of a person other than you, or an account known to us to be held by you in other capacities.</td>
</tr>
<tr>
<td>International telegraphic transfer service</td>
<td>To instruct us to transfer funds from a source account to a specified account with a bank in another country.</td>
</tr>
<tr>
<td>Transfer between account and Mobile Wallet</td>
<td>To instruct us to transfer funds from a source account to an electronic account accessed through a mobile phone that can be used to store and transfer value.</td>
</tr>
</tbody>
</table>

25.3 We reserve the right to select the agent, where necessary, to effect the remittance to places where we do not have a presence.

25.4 Encashment of the remittance is subject to our internal policies and guidelines as well as the laws and regulations of the country where encashment is to be made. In this respect, you must comply with all anti-money laundering and anti-terrorism laws. Neither we nor the agents are responsible for any loss or delay caused by such laws and regulations.
25.5 If you require a refund of the remittance amount, we refund you at the prevailing buying rate for the relevant currency less all charges and expenses.

25.6 We will determine the order of priority in executing your instructions to transfer funds and any other existing arrangements or instructions you may have made with or given to us.

25.7 We cannot guarantee the time at which the receiving banks will credit the account of your payees. You are responsible for initiating your transfer instruction to us sufficiently in advance of the due date of your transfer to avoid incurring a finance charge or other charges.

25.8 The rate of exchange applying to each electronic fund transfer transaction is our prevailing rate of exchange for the relevant currencies at the time that such transaction is processed, and not at the time the instruction is entered by you. You must indemnify us for any shortfall arising from such conversion.

25.9 If you use any of our funds transfer services:

- You must register each recipient using online banking before you may make an online fund transfer to the recipient. You are solely responsible to ensure that all the information provided with respect to the online funds transfer is true and accurate; and
- The rate of exchange apply to each online funds transfer is our prevailing rate of exchange for the relevant currencies at the time the online funds transfer is processed, and not at the time the instruction is entered by you.

25.10 We will not be liable for any loss incurred as a result of you not complying with any of your obligations or responsibilities with respect to our fund transfer service.

We reserve the right to revise all funds transfer charges without notice.

**Fund transfer limits**

25.11 You and each authorised person may issue as many instructions to transfer funds in any one day as you wish. However, you and each authorised person may only issue instructions to transfer up to the category or personalised limit per day.

25.12 The category daily limit may differ for different types of fund transfers and different types of accounts. The limits may also be applied on an aggregated basis between different fund transfer services. For details of the preset limits, see our website.

25.13 You may lower the preset limit for accounts by online banking. Your personalised limit applies to all accounts.

25.14 You may increase the limit after lowering it (subject always to the ceiling of the preset daily limit) you may do so online as set out on our website. Alternatively, please contact us.

25.15 Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website.

**Bill payment services**

25.16 If you use the bill payment services, we may give reports to payees, listing all users of the electronic banking services who have made payments to the payee and the respective amounts paid by each of those users. You consent to us to disclosing to the payee any information required in the reports.

25.17 We may provide a report on a daily or other regular basis to all payees. This report will list out all the users of the bill payment services who have made payments to that payee and the respective amounts paid by each of those users to that payee.

25.18 Neither you nor any authorised person may issue instructions which would cause any limit we set for the bill payment services to be exceeded.

25.19 Payees may only receive payments after any minimum processing time we set.

**International Telegraphic Transfer Service**

25.20 If you or an authorised person uses the International Telegraphic Transfer Service:

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

**When we need not execute fund transfer instructions**

25.21 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- there are insufficient funds in the source account to make the fund transfer; or
- you or an authorised person did not correctly use the electronic banking services;
- an order of court or any applicable law prohibits us from executing the fund transfer instructions;
- our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we 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) prohibits us from executing the fund transfer instructions; or
- circumstances beyond our control prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

**26 eStatements and eCertificates**

26.1 You may elect to receive eStatements or eCertificates by one of the following methods:

<table>
<thead>
<tr>
<th>Method</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email or online in your application</td>
<td>Your eStatement or eCertificate is sent by email to your email address (last notified). Your eStatement or eCertificate will also be available by online banking.</td>
</tr>
<tr>
<td>Online only</td>
<td>An “eStatement or eCertificate Notification” message is sent to your email address (last notified) to advise you that your eStatement or eCertificate is available. You may then access and/or download your eStatement or eCertificate by online banking.</td>
</tr>
</tbody>
</table>

You may switch the manner in which you receive eStatements or eCertificates by contacting us.

26.2 Despite the features or options offered at the time you first register to receive eStatements or eCertificates, we may stop issuing paper printouts of your statements or Certificates at any time. However, if you ask, we agree to give paper printouts on the basis that you pay the applicable fee (see the Schedule of Charges or contact us).

26.3 You are taken to receive each eStatement or eCertificate within 24 hours of the eStatement/eCertificate or eStatement/ eCertificate notification being sent by us.

26.4 You must use only software compatible with the eStatement or eCertificate service to access the eStatement or eCertificate.

**27 Other services and programmes**

27.1 We are not responsible for any services that are not controlled by us, whether such services are available electronically or otherwise and we are not liable for any loss you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

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

28 Cards - generally

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

Issue of cards
28.1 We may issue a card to you and, if you ask, to each authorised person.
28.2 A reference to terms and conditions on a card is a reference to the terms of our banking agreement.

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

Signatures
28.4 A card must be signed immediately on receipt unless otherwise not required by us.
28.5 You must ensure that the signature of the authorised person on the card is the same as on the account operating authority. However, if we accept a different signature, you remain liable for the transaction.
28.6 When a card is used the signature on any sales draft, credit voucher or other transaction record is binding and conclusive evidence that you have accepted the fees or charges which are charged to a linked account. You should keep the transaction records that you or any authorised person are given.

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

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

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

Expiry date
28.11 You must not use a card after:
• its expiry date; or
• the date we notify you of its cancellation or replacement.

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

Cash Line on linked account
28.14 Neither you nor any authorised person may use a card for a transaction if it would cause a linked account to be overdrawn. If the linked account is overdrawn, we may refuse to approve the transaction.

Replacement and renewed cards
28.15 If, for example, a card is damaged, and you or an authorised person asks, we may issue a replacement card. You must pay the applicable fees (see the Schedule of Charges or contact us).
28.16 We treat any use of a replacement or renewed card as a valid activation of the card.

Features on a card
28.17 We may enter into arrangements with third parties (including service providers and merchants) to offer additional services or features on your cards. If offered, these are provided on a best efforts basis only. We are not liable for any loss you suffer in connection with these services or features.
28.18 We are not liable for the loss or inaccuracy of any information stored on a card.

Cancellation or expiry
28.19 You may cancel a card by giving us notice in writing. You must immediately destroy any cancelled or expired card.

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

Disputes with merchants
28.21 We are not liable for:
• the refusal of any electronic equipment or merchant to accept the card; or
• any defect or deficiency in goods or services supplied to you by any merchant.
You must resolve any complaint directly with the merchant and no claim against the merchant may be set off or claimed against us.

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

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

Using an ATM card
28.24 You or an authorised person may use an ATM card overseas if you or they comply with exchange controls and other applicable laws in the country where you or they are located. If an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority, you or an authorised person may be prevented from using an ATM card overseas.
28.25 If you or an authorised person uses an ATM card overseas and the ATM does not allow a choice of account for withdrawals, the order of accounts we debit is in accordance with our usual practice.
28.26 You authorise us to disclose information to parties involved in the provision of ATM services and you authorise them to disclose information to us about an account, your PIN/password and transactions.

Return of ATM cards
28.27 If your account is closed, you must ensure that all ATM cards issued in connection with the account are returned to us.

29 Debit cards

Where you may use a debit card
29.1 A debit card may be used in Bangladesh and international debit card in most countries overseas.
Part E - Security procedures and liability

31.1 We may issue (or in some cases, allow you to select) security codes to enable you to communicate with us or to give us instructions by electronic equipment.

31.2 If you want any other person to be able to give us instructions by electronic equipment we can issue them with security codes, but you must ask us to do so in writing.

31.3 When you use certain products, we will issue you with security codes and may also require you to obtain from us and use a one time password for additional security authentication.

31.4 If you lose a security code, it stops working or it is disclosed to a person other than an authorised person, we may issue you with a new one if you ask us in writing. We may suspend your use of a product which requires a security code until the new security code is issued.

31.5 You are responsible for the security codes once we send them to you (or the authorised person) even if any other person receives or uses them.

31.6 You must instruct us in writing if you want to cancel a security code issued to you or an authorised person.

31.7 We may cancel a security code without notice.

31.8 We are not responsible for any services that are not controlled by us, by or from which you or an authorised person obtains any security codes, and we are not liable for any loss you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

Minimum balance of linked account

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

30 Bonus points scheme

30.1 Some types of cards have a bonus points scheme. For details please refer to the product brochure or contact us.

30.2 Bonus points may be earned when a cardholder (including any person you authorise as a supplementary cardholder on your account) uses a card in the manner specified in the product brochure. However, bonus points accrue on your account only.

30.3 We may specify from time to time the amount of Bangladesh Taka which needs to be spent using your card to earn one bonus point. We may also from time to time specify other ways by which bonus points may be earned.

30.4 The product brochure sets out the method for calculating bonus points earned. Bonus points cannot be earned on bonus points purchases, cash advances, profit, fees or costs.

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

30.6 Unless set out in the product brochure or we notify you that you are allowed a period of time after the bonus points cancellation date to use or redeem your accrued bonus points, all applications to use or redeem bonus points which we receive after the bonus points cancellation date are automatically cancelled on the bonus points cancellation date.

30.7 You may not redeem bonus points for cash and may only use or redeem bonus points for the goods and services we specify. If you order any goods and services which require both bonus points to be used or redeemed and money to be paid, you authorise us to debit your account with the amount of the required monetary payment. We may reject other methods of payment.

30.8 You may not use or redeem any bonus points if the statuses of all your accounts are not normal or current or if a cardholder is in default or has otherwise not complied with the terms of our banking agreement.

30.9 Unless we agree otherwise, you may not transfer bonus points from one account to another. We may allow you to combine all the bonus points which you have earned in all your qualifying accounts for use or redemption in one or more transactions.

Protection of security codes, cheque books and passbooks

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

• the merchant debits an amount determined by it (called a “blocked amount”) from a linked account on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount;

• the difference between the blocked amount and the transacted amount is released and credited into a linked account after we process and pay the transacted amount; and

• if there is any difference between the transacted amount billed or there is any delayed billing by the merchant, we may make any necessary adjustment by debiting or crediting a linked account, to reflect the correct transacted amount.

Pre-authorisation procedure

30.2 Bonus points may be earned when a cardholder (including any person you authorise as a supplementary cardholder on your account) uses a card in the manner specified in the product brochure. However, bonus points accrue on your account only.

30.3 We may specify from time to time the amount of Bangladesh Taka which needs to be spent using your card to earn one bonus point. We may also from time to time specify other ways by which bonus points may be earned.

30.4 The product brochure sets out the method for calculating bonus points earned. Bonus points cannot be earned on bonus points purchases, cash advances, profit, fees or costs.

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

30.6 Unless set out in the product brochure or we notify you that you are allowed a period of time after the bonus points cancellation date to use or redeem your accrued bonus points, all applications to use or redeem bonus points which we receive after the bonus points cancellation date are automatically cancelled on the bonus points cancellation date. Cancelled bonus points are not reinstated in any circumstances (including if your account is reinstated).

30.7 You may not redeem bonus points for cash and may only use or redeem bonus points for the goods and services we specify. If you order any goods and services which require both bonus points to be used or redeemed and money to be paid, you authorise us to debit your account with the amount of the required monetary payment. We may reject other methods of payment.

30.8 You may not use or redeem any bonus points if the statuses of all your accounts are not normal or current or if a cardholder is in default or has otherwise not complied with the terms of our banking agreement.

30.9 Unless we agree otherwise, you may not transfer bonus points from one account to another. We may allow you to combine all the bonus points which you have earned in all your qualifying accounts for use or redemption in one or more transactions.

30.10 You must comply with our security guidelines and advice that are provided by us to you.

For example, you and each authorised person must:

• memorise a security code and destroy security code notifications as soon as possible after receiving or selecting the security code;

• not record any security code (except where it is disguised in a way that others are not able to decipher it);

• not voluntarily give their security code to any other person;

• change security code regularly or, at a minimum, whenever we or a joint account holder, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;

• not record a security code (disguised or not) on electronic equipment or on a physical device that is a security code or computer;

• change security code regularly or, at a minimum, whenever we or our systems require you or the authorised person to do so;

• not select a security code used before;

• not voluntarily give their security code to any other person;

• if you or they use SMS banking, do not leave your phone unattended or give anyone access to the mobile phone in a way that allows access SMS banking through the mobile phone;

• keep any cheque book secure (including keeping it in a safe place).

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

Never keep security code records together with account records, cards or mobile phones etc

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

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

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

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

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

31.13 You and each authorised person must notify us by phone as soon as you or they:

• become aware that your or their security code or cheque book, blank cheque or signed cheque may have been lost or stolen; or
31.14 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen security code, or cheque book.

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

Loss, theft or misuse of security tokens

31.16 You must prevent any unauthorised use or access of the security token issued by us to you.

31.17 If you discover or suspect that the security token has been lost, stolen, misused or tampered with, you must immediately notify us. We will deactivate the security token and dispatch a replacement security token to you.

31.18 You are liable for any unauthorised transactions that occur on the account linked to a lost, stolen or misused security token until you have notified us in writing unless there was a delay due to our communication channels being unavailable.

31.19 Our decision in relation to a lost or stolen security token is final and binding on you.

Responsibility for loss of security codes/security token(s)

31.20 You are responsible for and accept all risks associated with the delivery by us to you of the security codes and security token(s) from the time we transfer these items to you.

31.21 It is your responsibility to prevent any disclosure and/or unauthorised use of the security codes and/or security token(s). Any individual who uses such security codes and/or security token(s) shall be taken to have been authorised by you. You agree not to hold us responsible in any way for losses you may suffer from your disclosure, non-receipt or loss of security codes and/or security token(s) or the unauthorised use of the lost security codes by any party.

31.22 We may require you to pay any fees, charges and all other costs for the use and/or replacement of lost security token(s).

31.23 We may terminate, suspend or cancel the use of the security token(s) or the unauthorised use of the lost security codes by any party.

Precautions when using electronic banking services

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

Take the following precautions

- Not allow anyone else to operate any electronic banking services on your or their behalf without our consent.
- Not leave electronic equipment unattended while you or they are on-line to any electronic banking service. This applies whether electronic equipment is sourced independently of us or provided by us in our branches or other premises.
- If you or they access any electronic banking service from electronic equipment in one of our branches, you or they must ensure that you or they have logged out before leaving the branch.
- Not access any electronic banking services from any electronic equipment connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your or their access or otherwise gain access to the electronic banking service by the electronic equipment, network or environment.
- Not allow anyone else to observe your or their security code when you or they enter it into any electronic equipment.

Requests for security code or account details

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

Recovered security code

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

Consent to videoing

31.27 By using or accessing a product in any manner including through our electronic banking services or by using the security code, you and each authorised person consents to us videotaping or recording you or them on camera at terminals or other facilities where you or they use or access the product or security code.

32 Liability for transactions

Disputed transactions

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

Your liability for transactions

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

32.2 You are liable for the following transactions that occur on an account linked to a security code or cheque book:

- transactions carried out with your knowledge and consent;
- transactions carried out by an authorised person, unless you have told us to cancel that authorised person's security code, and if relevant, you have taken all reasonable steps to have any security code device issued by us, returned to us;
- transactions carried out by any other person using a security code or cheque book (unless you have told us to cancel that security code or cheque book, and if relevant, you have taken all reasonable steps to have any security code device issued by us returned to us). This includes where a transaction which is carried out by someone other than you or an authorised person with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding security codes or cheque books;
- transactions conducted using an electronic banking service (other than by using a credit card) not authorised by you or an authorised person (for example, a transaction which is carried out by someone other than you or an authorised person without your knowledge and consent) if you or any other authorised person have acted fraudulently, acted with gross negligence such as failing to properly safeguard or prevent unauthorised access to a security code or cheque book or not notifying us if a security code or cheque book is lost or stolen;
- transactions not conducted using a card or electronic banking service where you or an authorised person breach our banking agreement or are negligent in any way; and
- any other transactions specified in the product terms.

Part F - Payments

33 Profit, fees and costs

You need to ensure you are aware of and understand the profit, fees and costs referred to in these Client Terms and additional profit, fees and costs that may be payable by you in connection with our banking agreement. These are set out in the Schedule of Charges or are available by contacting us.

Our Schedule of Charges and product brochures are revised periodically and you must pay the profit, fees and costs applying at the relevant time.

Service fees

33.1 Additional fees and costs may apply in the case of services provided in connection with a product. For example, the use of
33.2 You must also pay us an amount equal to any government charges and duties (however described) on or in connection with our banking agreement. These are payable whether or not you are primarily liable for those charges and duties.

Withholding tax on Profit earned

33.3 Profit earned by you for a product may be subject to withholding tax in accordance with applicable law.

Calculation

Any profit or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice. In this respect you should be aware that we reserve the right to round any profit rate or calculation to the nearest decimal place (as we may decide from time to time), with our current practice to calculate and pay profit to two decimal places.

33.4 places

No refund

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

Costs on cancellation

33.6 If our banking agreement ends, you cancel any product before using it or you do not proceed to use a product within any period we specify in our banking agreement, we may require you to pay, fees and costs incurred in connection with our banking agreement or the product. This includes any legal costs in connection with preparation of documents (such as securities) even if these documents have not been signed.

34 You indemnify us

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

• any account, the establishment and provision of any product or any other transaction contemplated by our banking agreement;

• searches and enquiries we make in connection with you or a security provider (including checking for insolvency);

• instructions you or an authorised person gives us (including those sent by electronic equipment);

• any service provided by a third party including services arranged by a card association;

• any tax payable by us on, or calculated by reference to, any amount paid or payable by you under our banking agreement (excluding any tax payable by us by reference to our net income);

• us acting on, delaying or refusing to act on instructions from you or an authorised person or taking action against you or an authorised person;

• a default;

• any amount payable by you under our banking agreement being repaid, discharged or made payable before its due date (the loss we incur includes our loss in connection with unwinding, terminating or changing arrangements we have made to fund or maintain our funding of any product);

• an increased cost in our funding in connection with a change in law;

• any person exercising, or not exercising, rights under our banking agreement or any other arrangement with us (including enforcement action and debt collection costs, such as valuation fees and auctioneer’s charges);

• any breach or non-observance of any of our banking agreement by you or another other person with access to our services, including our electronic banking services. You shall indemnify us for all actual losses, damages, costs or expenses (including legal and other professional advisors’ fees) incurred by us in our enforcement against you of our banking agreement; or

• Any unauthorised, improper, erroneous, faulty, illegal or fraudulent use by you or any other persons with access to the banking services including electronic banking services.

except to the extent the loss arises from our own negligence, fraud or wilful default.

34.2 If we ask, you must appear and defend at your own cost any action which may be brought against us in connection with our banking agreement.

34.3 You must sign any document we reasonably require to give further effect to this clause including in connection with instructions sent by electronic equipment or lost security codes, passbooks or cheque books.

35 Payments - generally

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

Payments in full

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

For example, the proceeds of cheques and other payment instruments only become available funds after clearance.

Withholding tax

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

Value added tax

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

Independent payment obligations

35.4 Your obligation to pay any amount under our banking agreement is separate from your obligation to pay under any other agreement with us or product terms.

Right of set off

35.5 We (and any other member of the Standard Chartered Group) may set off any amount we (or any other member of the Standard Chartered Group) owe against any amount you owe us (or any other member of the Standard Chartered Group) (whether or not the obligation is matured or contingent). We (and each other member of the Standard Chartered Group) may also combine or consolidate all accounts. If we (or any other member of the Standard Chartered Group) combine accounts, any credit funds held by you in your accounts will be applied to adjust the amount owing to us (or any other member of the Standard Chartered Group) at any time (even if there is no default).

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

35.7 For the purposes of clauses 21.5 and 21.6, each member of the Standard Chartered Group may make any necessary currency conversions at the rate they reasonably consider appropriate subject to applicable foreign exchange regulations.

Banking days

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

Debiting accounts

35.9 We may debit (without notice to you) any profit, fees, costs or any other amount payable by you under our banking agreement. This includes any amount you have paid or subsidy you have received including where you do not use a product or our banking agreement ends.
other amount you owe us in connection with a product to the account for the product.

**Insufficient funds**

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

**Automatic payment from account with another institution**

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

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

**Authority to fill in cheques**

35.12 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the product at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the product.

**Honouring payment instruments**

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

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

**Post-dated cheques**

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

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

**How we apply payments**

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

35.16 Unless set out in the product terms we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

**Payments into suspense account**

35.17 We may place in a suspense account any payment we receive in connection with our banking agreement for as long as we consider appropriate subject to prevailing laws and regulations. This is to protect our rights against other amounts you or a security provider may owe us.

**Insolvent payments**

35.18 Under insolvency law, a person may demand the refund of a

Under insolvency law, a person may demand the refund of a

35.19 Unless set out in the product terms we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

**Currency conversion and indemnity**

36 **Currency conversion and indemnity**

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

36.2 You waive any right you have in any jurisdiction to pay any amount other than in the currency in which it is due. If we receive an amount in a currency other than that in which it is due:

- we may convert the amount into the due currency on the date and at rates we reasonably consider appropriate. We may deduct our costs incurred in the conversion; and
- you satisfy your obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

**Conversion after default**

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

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

**Currency restrictions**

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

**Currency conversion on judgment debt, orders, directives issued under law or regulator**

36.6 If a judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:

- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or acceptance of proof of debt; and
- the costs of conversion.

### Part G - Information, statements and records

#### 37 Information you give

**Information must be correct**

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

You must notify us, within 30 calendar days, if you become aware that any information you have given changes, is incorrect or misleading.

**What you must give us**

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

- our banking agreement or any other arrangement with us; or
- your financial affairs, including documents or other information from you (and, where applicable, connected persons) which demonstrates your compliance with your tax obligations.

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

37.3 You must notify us if there is any change in your employment, business or profession within 30 days of the change.

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

37.5 Where laws and regulations allow, you consent to us periodically checking your credit status with any credit bureau or credit reference agency.

37.6 We will not be responsible for any loss or damage incurred by you due to your failure to update us promptly and correctly of any change in your account details, mailing address, email address, mobile phone number, fax number and other account details that are needed for us to contact you.

**Representations**

37.7 You represent and warrant that:
• you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into each of your banking agreements and any other arrangement with us, which you enter into with us and to comply with your obligations and exercise your rights under them;

• your obligations under each of our banking agreements are valid, binding and enforceable and neither you nor any security provider will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under any of our banking agreements or any other arrangement with us;

• all the information given by is correct, complete and not misleading;

• since the date information has been given to us by you, there has been no change in your financial circumstances which may have a material adverse effect on you or the security provider’s ability to meet any of your or their obligations to us;

• you have not withheld any information that might have caused us not to enter into any of our banking agreements or any other arrangement with us or provide any product to you (including information about the assets you or they own and any security interest over them);

• neither you nor any assets you own have immunity from the jurisdiction of a court or from legal process;

• unless otherwise stated in the application, you are not entering into our banking agreement or transacting with us as a trustee, agent or nominee. (This means you are liable as principal);

• if we accept your application to enter into our banking agreement or you transact with us as a trustee, executor, agent or nominee, you are authorised to do so;

• there is no default and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a default;

• you shall accept full responsibility for all transactions executed, including transactions executed through the electronic banking services and in particular for ensuring the accuracy and completeness of your instructions to us; and

• that to the best of your knowledge, your system and any other computer system through which you access the electronic banking services are free from any electronic mechanical, data failure or corruption, computer viruses, malware and bugs. We are not responsible for any electronic, mechanical, data failure or corruption, computer viruses, malware, bugs or related problems that may be attributable to services provided by any internet service provider, network provider, server or such other equivalent system.

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

38 Information we give

38.1 You consent to us sending you information about products which we think you may want to use. However, if you do not want to receive this type of information, please notify us.

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

39 Information we collect, use and disclose

Your information

39.1 Your information comprises all the details we hold or collect about you, your transactions, your financial information, your personal information, and information about you obtained from you, your interactions and dealings with us and any third party, including information received from third parties and information collected through your use of our electronic banking services.

Purposes for which we use your information

39.2 We or any member of the Standard Chartered Group may use your information to (a) provide you 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 your application for products and services, payments, transactions and your instructions or requests;

• providing you with products and services (including any electronic banking service);

• maintaining our relationship with you;

• communicating with you on your account and product, providing you with statements and notices such as important changes to the features, terms and conditions of any product or your account;

• assessing your suitability for products and services;

• operational purposes;

• statistical analysis (including behavioural analysis and profiling);

• establishment, continuation and management of your banking relationship with us and your account with us 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 your obligations (including collection of outstanding amounts owed to us by you), debt recovery, adjustment of your credit limit of relevant accounts, and establishing or implementing a scheme of financial arrangement with you;

• conducting market research and surveys with the aim of improving our products and services;

• for marketing purposes, promotional events and 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 rights;

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

• for surveillance of premises and ATMs.

To whom we may disclose your information

39.3 You consent to us and each member of the Standard Chartered Group, including its officers, employees, agents and advisers disclosing your information to any of the following parties for any of the purposes specified in clause 25.2:

• 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;

• our 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;

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

• any bank or 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 card;
• any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
• upon your death or mental incapacity, your legal representative and their legal advisers, and a member of your immediate family for the purpose of allowing him/her to make payment on your account;
• any authorised person;
• anyone we consider necessary to facilitate your requests for services or application for products with any member of the Standard Chartered Group;
• anyone we consider necessary in order to provide you with services in connection with a product, located in any jurisdiction.

39.4 You consent to the recipients of the information we disclose, using and transferring the information where it is necessary to:
• provide you with services in connection with a product;
• monitor our compliance with law and our and the Standard Chartered Group’s policies; or
• support our and the Standard Chartered Group’s business, financial and risk monitoring, planning and decision making.

39.5 To the extent permitted by law, you waive all rights to make claims or complaints under any law imposing a duty of confidentiality on us.

39.6 There may be other terms and conditions that govern the collection, use and disclosure of your personal information contained in our banking agreement and our privacy notice published in our website. Such other terms and conditions shall be read in conjunctions with this Part G (Information, statements and records).

39.7 Any account or transaction information reported, including those reported through our electronic banking services, may not be conclusive to your account and transaction status as there may be transactions or instructions which have yet to be or are being processed by us.

If you hold a card with us

39.8 If you hold a card with us, we will share your information (to the extent it is required) with a merchant, card association, or any party who processes payment transactions for merchant so that transactions charged to your card or withdrawals effected by you can be processed or services in connection with the use of the card can be provided. By using your card, you give us consent to share such details with them.

If you hold a co-brand product

39.9 If you hold a co-brand product (i.e. a product offered by us jointly with another business alliance partner), you must consent to us sharing your information (to the extent it is required) with the business alliance partner so that we can offer and continue to offer you the co-brand product. If you do not provide us with such consent, we may not be able to offer or continue to offer you the co-brand product.

Purposes of disclosing information to business alliance partners

39.10 We may disclose your information to business alliance partners (a) so that they may contact you via phone, messages or fax for the purpose of marketing their products and services to you, or (b) pursuant to business alliance arrangements with such partners to jointly offer products and services to you.

Not providing or withdrawing consent

39.11 You may choose not to provide or withdraw any consent given or deemed to have been given to us at any time by notifying us. If you do so, we may not be able to deal with you or to provide or continue providing a particular product or service to you. In some cases, we may have to terminate our banking agreement relating to such product or service with you.

Communication

39.12 To the extent permitted by law, we may record and monitor your communications with us to ensure compliance with our legal and regulatory obligations and our internal policies for the purposes in clause 25.2.

Retention

39.13 We retain your information in accordance with legal, regulatory, business and operational obligations.

40 Statements and records

40.1 We issue statements for accounts periodically as set out in the product terms. Statements may be in paper, electronic or any other form we choose. However, we may not issue statements if an account is inactive, there have been no transactions since the previous statement or where we are not required by law to do so or where our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we 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) prohibits us from doing so. You may ask for a single statement for each account or a consolidated statement (if available). You are responsible for checking them for errors. Information about accounts (including the balance owing) may be obtained at any other time by contacting us.

40.2 If your instructions are to give you a consolidated statement (if available) you acknowledge that we do not also issue separate statements for individual accounts. However, we may revert to issuing separate statements at any time.

If you think there is a mistake

40.3 You should retain all transaction records to enable you to verify entries. You must check these entries or any counterfoil, entries for accuracy as soon as you receive your statement. You must report any mistaken or unauthorised transactions to us as soon as possible. Unless otherwise stated in the product terms, if you do not report any mistake within 14 days after the date of the statement, we treat the statement as correct.

40.4 The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-banking days and after “cut off” time on banking days may be held over to be processed on the next banking day.

Reversals

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

If we make an adjustment, we notify you.

Our records and decisions are conclusive

40.6 Unless there is an obvious mistake:
• our records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them; and
• any certificate we issue, or decision we make, about a matter or an amount payable in connection with our banking agreement is conclusive evidence.

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

Part H - Termination, suspension and enforcement

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

Termination by either party

41.1 Either you or we may end our banking agreement or your access or use of a product in any manner including through our electronic banking services by giving the other party prior notice in writing in accordance with our banking agreement. If you do so, you must give us two banking days’ notice.
41.2 If you have more than one account, you may not cancel certain electronic banking services for any one account only (unless we otherwise agree).

Termination by us

41.3 We may end any (or all) of our banking agreements for a product, with or without notice to you, if:

• you give us incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading; or
• you do not pay on time an amount due under any of our banking agreements or any other arrangement with us (this includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payment); or
• you have breached any other term of any of our banking agreements or any other arrangement with us; or
• you have breached any term of any arrangement you have with another financial institution or another financial institution has suspended or terminated your use of any banking facility; or
• you becomes insolvent or any of your or their assets are subject to insolvency proceedings; or
• you dies or becomes incapacitated; or
• you stops payment, ceases to carry on its business or a material part of it or threatens to do so; or
• you acts fraudulently or dishonestly; or
• any of your assets are subject to enforcement of a judgment or is expropriated, compulsorily acquired or resumed on any basis; or
• any assets the subject of a security or any of your business is in jeopardy; or
• you are convicted of a crime; or
• legal proceedings to recover debts or criminal proceedings are commenced against you; or
• any thing occurs which, in our opinion, is likely to have a material adverse effect on your business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our banking agreements or any other arrangement with us; or
• performance of any obligation by either you or us under any of our banking agreements or 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 we 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 or is otherwise contrary to any policy we apply as a result of an order or sanction issued by an authority; or
• at any time, as a result of your domicile, nationality, 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 our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority, or is not in accordance with our usual business practice and procedure; or
• if you close your account or the related ATM/debit card expires or is lost and cancelled by you; or
• we are required by law (including an order of any authority) to do so; or
• you fail to provide us with documents or other evidence to demonstrate your compliance with your tax obligations within the timeframe stipulated by us or if we consider the documents and/or information you (and/or, where applicable, connected persons) have provided to be unsatisfactory; or
• any other event of default (however described) under any of our banking agreements or any other arrangement with us occurs.

41.4 We will be entitled to end your use of our electronic banking services, immediately on all your joint accounts if any of your joint account holders notifies us that:

• That the joint account can no longer be operated on your instructions alone; or
• He/she is no longer prepared to accept that you may operate the joint account using our electronic banking services.

We may suspend or terminate our electronic banking services, at any time. This will include periods during which maintenance work or repair is required to be carried out, in case of any emergency or for security reasons. We shall endeavour to give a reasonable notice for the suspension or termination of our electronic banking services.

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

Additional rights to terminate

41.6 The product terms or these Client Terms may specify additional circumstances in which you or we may end our banking agreement for a product.

42 What happens on termination

Banking agreement

42.1 After our banking agreement for a product ends, you must:

• not use the product or any benefits in connection with the product and not access or use the product through our electronic banking services;
• immediately repay all amounts owing to us under our banking agreement including the balance owing for the account for the product; and
• do any other thing which our banking agreement requires to be done when your right to access or use the product in any manner including through our electronic banking services ends.

No effect on rights and liabilities

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

Review of entitlements

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

43 Enforcement action

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

• employing any third party agent to collect any amount owing to us;
• taking steps to attach your assets;
• commencing legal proceedings against you.

44 Blocking accounts or withholding of funds

We may block any account (and later remove the block) at any time or withhold amounts in any account at any time, if an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority.

45 Suspension

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

46 Conversion of accounts

We may convert or consolidate any account into another type of account if we consider it appropriate to do so and we give you reasonable notice in writing before we do so. If you do not instruct us that you want to close the account before expiry of the notice period, we will convert or consolidate the account and we allocate a new account number.
Part J - General

47 General

Disclaimer
47.1 We do not represent or warrant that:-

• our services, including our electronic banking services will meet your requirements;
• our electronic banking services will be uninterrupted, timely, secure or error-free;
• our electronic banking services are fit for a particular purpose, or does not infringe any third party proprietary rights; or
• any errors in the technology will be detected or corrected.

47.2 Our electronic banking services may allow you to visit or be directed to other third party websites. We are not responsible for the content of these third party websites. We shall not be responsible for any loss or damage you incur directly or indirectly in connection with your use of or access to these websites.

Exclusion of liability
47.3 Unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with our banking agreement or services including electronic banking services (including in connection with the provision, access or use of any product, unavailability or improper functioning of an electronic banking service, delay or error in the transmission of any electronic payment, delay in providing you funds under our banking agreement, misrepresentation, your or an authorised person’s instructions or any unauthorised instructions, a default, termination of any of our banking agreements, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the loss arises for any reason and even if the loss was reasonably foreseeable or we had been advised of the possibility of the loss.

47.4 We are not responsible for the negligence, act or failure to act of any third party and will not be involved in any dispute between you and any third party service provider (whether or not appointed by us).

47.5 You shall indemnify us from all loss and damage which we may incur in connection with your improper use of our services including the electronic banking services.

We take no responsibility for your decisions
47.6 We are not responsible for any decision you make:

• to enter into our banking agreement;
• to access or use any product including through our electronic banking services;
• about any features of any product (including the profit rate or any fees or costs payable under it).

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

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

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

Intellectual Property Rights
47.7 We own all contents of our services. You may not copy, distribute or publish such content without our permission.

47.8 We or other third parties own all the marks and logos used in connection with services. You may not use such marks and logos without our permission.

47.9 You grant us a free worldwide licence to use any information or material you submit through our services for any purpose unless restricted by law.

47.10 We are not required to keep confidential any information or materials submitted by you through our services unless we agree to do so in a separate contract between you and us or required by law.

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

Circumstances beyond our control
47.12 We are not liable for any loss you incur in connection with our inability or delay in receiving or executing instructions or unavailability of funds or any product due to any circumstances beyond our control.

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

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

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

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

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

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

Variation of our banking agreement
47.18 You acknowledge that various features of a product may be changed at any time, including the fees, profit rates, the basis for calculating profit rates and the margin without notice to you. However, if we vary fees for a product or any other terms of our banking agreement we will give you 30 days notice before the variation takes effect. This may include giving notice to you by public announcement as set out in clause 7.3. If you use any product after the effective date of the amendment, then you shall be to deemed to have accepted the variation. You further acknowledge that in the event of any variations being communicated to you, we are not obliged to obtain your signature for receipt of such communication. However, the product terms may set out specific steps we must follow to effect a variation.

Additional services
47.19 We may offer incentive programmes or value added services in connection with a product offered by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party’s privacy policies). Please contact us if you want to find out more information about the terms of any programme or service.

Our Advertising
47.20 We may advertise our own products and services in any manner, including through the electronic banking services, where such advertisement is consistent with any personal data protection laws.

How we may exercise our rights
47.21 We may exercise a right or remedy, give or refuse our consent or approval in connection with our banking agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.

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

47.23 Except for a waiver or variation in accordance with clauses 36.17 or 36.18, nothing we do suspends, varies or prevents us from
47.24 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

47.25 Our rights and remedies under our banking agreement:
- are in addition to other rights and remedies given by law independently of our banking agreement; and
- do not merge with and are not adversely affected by any other security and may be executed independently or together with any rights or remedies and may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement, judgment or any thing which might otherwise affect them at law including:
  - us varying our banking agreement such as by providing you with additional products or replacing existing products or withdrawing, suspending, terminating your existing electronic access to our products or granting you electronic access to additional products;
  - you opening an account;
  - an account not being active;
  - us releasing you or giving them a concession, such as more time to pay;
  - the fact that we release or lose the benefit of any security;
  - the death, mental or physical disability or insolvency of any person (including you).

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

Complying with orders and directives
47.27 If we are served or issued with any of the following:
- court orders;
- directives issued under law, regulators, authorities or agreements with any regulator or any authority,
we will act in accordance with them and you must not commence proceedings against us in relation to our actions.

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

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

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

Commissions
47.31 If, you are introduced to us, or by us, to a third party with your consent, we may pay or receive a fee or commission to or from the third party under a fee sharing arrangement. If you ask, we agree to provide you with the details of the fee sharing arrangement.

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

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

47.34 We may assign or otherwise deal with our rights under our banking agreement (including any particular product or account) in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in our banking agreement) any right of set off or other rights you have against us. If we ask, you must sign and give us or any other person we specify any document we reasonably require for this purpose.

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

We act on banking days
47.36 We only act on certain instructions or provide a product on a banking day. If we are required to do anything on a non-banking day, we may do it on the next following banking day.

Opening further accounts
47.37 We may open an account to administer any transactions for any product.

Severability
47.38 If and to the extent that an applicable law is inconsistent with our banking agreement in a way that would otherwise have the effect of making:
- a provision of our banking agreement illegal, void or unenforceable;
or
- a provision of our banking agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law,
then the law overrides our banking agreement to the extent of the inconsistency, and our banking agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omitted).

47.39 If any one or part of the terms of this Client Terms is legally unenforceable in any way, this will not affect the validity of the remaining terms.

47.40 We believe that the terms of this Client Terms are reasonable. If any one or part of them proves to be not legally valid because it is unreasonable or for any other reason, we are entitled to treat that term as changed in a way that makes it reasonable and valid.

If one of the terms of this Client Terms is unenforceable against one of the customers agreeing to this Client Terms, this will not in any way affect the enforceability of that term against the other customers e.g. the other joint account holder.

Third party rights
47.41 Our banking agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:
- a member of the Standard Chartered Group may enforce any rights or benefits in our banking agreement;
- a member of the Standard Chartered Group may enforce the rights or benefits of any indeminity, limitation or exclusion of liability in our banking agreement; and
- a person who is a permitted successor or assignee of the rights or benefits of our banking agreement may enforce those rights or benefits.

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

Change in constitution
47.42 You must not change your constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without our consent. All agreements, obligations given or undertaken by you remain valid and binding despite any change in our, your constitution by amalgamation, consolidation, reconstruction, death, retirement, admission of any new partner or otherwise.

Your tax obligations
47.43 If you are a natural person:
- you are responsible for fulfilling any obligation that you may have relating to filing of tax returns or other required documentation for all taxes which apply to you;
- you are responsible for the payment of all taxes which apply to you, including all income, capital gains, wealth and estate taxes;
- you may be subject to tax consequences in relation to the creation and operation of your account(s), the acquisition, holding or disposal of investments or assets in your account(s), and/or any
income, distributions or losses credited to, made from, or applied to your account(s). This may depend on certain factors including your domicile for tax purposes, your place of residence, your citizenship or the type of assets you hold in your account(s). Certain countries may have tax legislation with extra-territorial effect regardless of your place of domicile, residence or citizenship. We do not provide any legal or tax advice and you should seek legal and/or tax advice from an independent legal and/or tax adviser; and

- you acknowledge and agree that we will not be liable in respect of any of your tax obligations and/or any legal and/or tax advice provided to you by third parties.

Anti-money laundering, counter terrorism financing, government sanctions or embargoes

47.44 To comply with local 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'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 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 we 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); or

- (without limitation to clause 25) 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.

47.45 A member of the Standard Chartered Group may intercept and involve persons or entities which may be the subject of sanctions.

47.46 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 clause 36.43. This includes freezing funds, preventing operation of an account, refusing a request for funds from you, otherwise not allowing you to use a product, or delaying or cancelling a transaction. It need not notify you until a reasonable time after it is permitted to do so under those laws or 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 us, 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.

Reports

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

Our decision is conclusive

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

Counterparts

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

Governing law

47.50 Our banking agreement is governed by the laws of Bangladesh.

47.51 Your use of our electronic banking services is through the internet service provider, network server or such other equivalent system in the country from where such service is accessed by you, and to this extent, such access by you will also be subject to the relevant laws of that country and any terms prescribed by such internet service provider, network provider, server or such other equivalent system.

Jurisdiction

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

Serving documents

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

Part K - What to do if you have a complaint

48 What to do if you have a complaint

48.1 We aim to provide excellent customer service. If you think we have failed, you should let us know so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you with a better service in the future. Please contact us (see "How to contact us" at the front of these Client Terms) if you need assistance.

Part L - Meaning of words

49 Meaning of words

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

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

application means, for a product, a Standard Chartered Bank application form or a similar document signed or submitted by you together with all related forms and consents signed or agreed to by you in connection with your application for the product or your request to access the product through our electronic banking services.

approval means, for a product, our confirmation to you that use of the product is approved by us or you have been approved to access or use the product in any manner including through our electronic banking services.

ATM means automatic teller machine. It includes any machine or device which allows cash to be withdrawn from it and which may accept deposits of cash or cheques.

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

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

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

base currency means, for a product:

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

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

bonus points cancellation date means the earlier of:

- unless otherwise set out in the product brochure, each anniversary of the date of the opening of your account (or your first account if you have more than one account); or
- the date on which your use of the account for the card is terminated or the account for the card is closed; or
• the date on which the card expires without renewal.

**bonus points scheme** means any scheme at any time established or designated by us which allows a cardholder to:
- earn bonus points when they use a card or pay for any goods and services; and
- use or redeem the bonus points to pay or exchange for the goods and services at the outlets as we specify.

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

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

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

**cardholder** means, for an account, each person to whom we issue a card on the account. It includes a supplementary cardholder of a credit card.

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

**connected persons** means:
- any beneficial owner of an account or any of the assets held in the account;
- any person exercising any control over the operation of the account;
- any identified beneficiaries of the assets, income, gains, as appropriate, (as defined under local or foreign laws, regulatory guidance or international treaties); and/or
- any asset contributor to the account.

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

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

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

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

**default** means any of the events described or referred to in clause 27.3 (Termination by us).

**delay payment** means for a product, the delay payment we change from time to time on overdue amounts for the product.

**eCertificates** means balance confirmation certificates or any other certificates sent to or accessed by you by electronic means.

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

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

**electronic banking service software** means any software and other information we allow you to use to access and use electronic banking services.

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

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

**electronic banking software** means any software we supply to you or which you are required to download for the purpose of accessing the electronic banking services.

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

**insolvency or insolvent** means, for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:
- suspension of payments, moratorium of indebtedness, bankruptcy, winding-up or composition or arrangement with creditors;
- the appointment of a receiver, administrator in respect of that person or any of their assets;
- attachment, sequestration, distress or execution affecting any of their property or the enforcement of any security interest over their assets, or any thing which has a substantially similar effect to any of these things happening in any jurisdiction.

**Islamic shariah compliant assets** means the entire pool of Shariah compliant products, assets and investments which are invested on the basis of either or any combination of the Murabaha, Ijarah, Musharakah, Istinsa or any other Shariah compliant modes of financing as approved by Standard Chartered Group’s Shariah Supervisory Committee from time to time in Standard Chartered Group’s consumer and commercial banking activities but excluding assets booked under the bank’s financial markets, capital markets and corporate finance books.

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

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

**loss includes** any actual loss), damage, demand, claims, liabilities and actual costs (but not include an opportunity cost)

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

**mobile app** means our mobile application installed on your mobile or communications device and through which you provide instructions to us and access mobile banking.

**mobile banking** means the facility provided by us which allows you access to your account(s), conduct transactions and subscribe to such other products and services as may be provided on your mobile or communications device via the mobile app.

**mobile banking user ID** is the personal identification you use to log in to carry out mobile banking via the mobile app that you have downloaded on your mobile or communications device.

**mobile phone number** means the mobile phone number specified by you on our ATM, our website, through the call centre or in writing either through any form provided by us or for using our electronic banking services.

Mudaraba: means a partnership in profit in which one party provides capital ("Rabul- 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.

Mudaraba Account: means the Islamic Shariah compliant savings & term accounts(s) opened and maintained by you with us under which the monies placed by you therein shall be invested by us in Islamic shariah compliant assets and which, where the context requires, includes the term deposit and savings accounts.

Mudaraba Term Period: means a term of one (1), three (3), six (6) or twelve (12) months or any other term as specified by you in the application.

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

One time password: means a uniquely randomly generated one time password that is required to access certain facilities that are part of our electronic banking services which we will provide to you using your mobile phone number that has been registered with us or via security token or such other agreed method.

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

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

**other arrangement with us** means:
- each security; and
- each other arrangement (including an agreement or a security interest) under which you or any security provider has or could in the future have obligations to us or any member of the Standard Chartered Group. It does not include any banking agreement.
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;

PIN/password means the personal identification number or question or other code or information given to, or selected by, you or an authorised person that is used to confirm your or their identity when they access an account.

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

preferences means the customised preferences that are required to be set by you with us which shall enable us to send you electronic alerts with respect to our electronic banking services.

prepaid card means a stored value reloadable card with a card logo issued to you by us. It includes an eCash card.

product means each facility, product or other service we may make available to you under the respective banking agreements that you have with us. It includes any component comprising the product including an account.

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

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

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

security code means all confidential codes, user names and passwords, PIN/password and information or a physical device (for example, an ATM card, a debit card, credit card, prepaid card, security token or electronic key) that you or an authorised person must use to confirm your or their identity when you or they access an account using our services including our electronic banking services.

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

security token means any security device issues and designated by us as a means of identifying you or providing you with security codes to use our electronic banking services.

SMS means a Short Message Service using a mobile telephone.

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

source account means the account designated by you, from which funds are to be used for a fund transfer under the fund transfer services or a payment under the bill payment services. The source accounts designated for separate transactions may be different accounts.

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

Schedule of Charges means, for a product, a document setting out some of the fees and costs that may apply to a product.

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

we means each member of the Standard Chartered Group identified in the application or the approval as the person providing the product (or any component of the product) to you, and its successors and assigns.

you means the person named as the applicant in the application. If there is more than one, you means each person separately as well as every two or more of them jointly. It also refers to you, your joint account holder and/or an authorised person, where applicable.

your system means the equipment and software belonging to and used by you to access our electronic banking services.

The singular includes the plural and vice versa.

Headings in our banking agreement are for convenience only and do not affect their interpretation.

A reference to:

• our “banking agreement” means, for a product, the agreement between you and us made up of the applicable documents set out in clause 1.4;

• a “banking day” is a reference to a day when banks are open for general banking business in Bangladesh;

• “person” (including you) includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;

• a person (including you and us) includes that person's executors, administrators, successors, substitutes (including by novation) and assigns and our banking agreement binds those persons and the joint account holder where applicable;

• “including”, “such as” or “for example” when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;

• a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;

• a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits, fees, profit rates or payment arrangements) is a reference to those details as varied in accordance with our banking agreement or as otherwise agreed; and

• any thing includes any part of it.