

# Terms and Conditions for Debit Card

STANDARD CHARTERED BANK (CHINA) LIMITED

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### Important Notices

Please read this document carefully.

These “Terms and Conditions” are drafted in order to regulate the issuance and use of debit cards of the Bank, prevent business risks of debit card and safeguard the interests of the card holders. This document records terms and conditions about the debit card we provided to you, please read carefully. This document, Terms and Conditions of Bank Accounts and Services and other bank product and service agreements constitute a complete customer agreement. Please read this document together with these terms.

### Contact Us

Please feel free to contact us should you have any inquiry. You may visit our official website [www.sc.com/cn](http://www.sc.com/cn) to find out the nearest business office and the most updated contact mean.

[www.sc.com/cn](http://www.sc.com/cn)

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## **Chapter 1: Scope of Application**

Article 1: These Terms and Conditions for Debit Card (as modified and amended from time to time, collectively as “Terms and Conditions”) apply to bank products and services relating to SCB debit cards, are binding on Standard Chartered Bank (China) Limited (“SCB”) and card holders and shall be observed by both the SCB and the card holders.

Article 2: The SCB and the card holder shall be restrained by Terms and Conditions of Bank Accounts and Services, to which these Terms and Conditions constitute a supplement. In the case of any conflict between these Terms and Conditions and the Terms and Conditions of Bank Accounts and Services, the former shall prevail.

Article 3: SCB debit card or debit card referred to in these Terms and Conditions is a financial payment and settlement instrument issued by SCB to the society and having all or part of functions including consumption settlement, transfer a payment, third party payment, cash deposit and withdrawal, account management, etc. (“Debit Card Business”).

Article 4: SCB debit cards are categorized as either physical debit cards or virtual debit cards according to the availability of physical card.. “Virtual debit cards” refer to the financial transaction instruments issued by SCB without a physical plastic card. For terms and conditions related to virtual debit cards, please refer to “STANDARD CHARTERED BANK (CHINA) LIMITED Virtual Debit Card Terms and Conditions. If not explicitly explained, the debit cards in this Terms and Conditions refer to SCB’s physical debit cards.

Article 5: In terms of availability of chips, the SCB debit card includes IC card with both chip and magnetic stripe (“IC Card”) and IC card with magnetic stripe only (“Magnetic Stripe Card”). Both the IC card and the magnetic stripe card are subject to these Terms and Conditions.

Article 6: Card holder referred to in these Terms and Conditions is the customer who opens an RMB settlement account (“Settlement Account”) with SCB, and to whom the SCB issues an SCB debit card to operate the RMB Settlement Account, which include both Type I and Type II RMB settlement accounts.

## **Chapter 2: Functions of SCB debit card**

Article 7: The card holder can use the SCB debit card to submit instructions to SCB at the business offices of SCB or via self-service equipment, computers, mobile communication tools or other electronic devices such POS terminals, ATM and/or CDM and multimedia terminals with CUP logo.

Article 8: The card holder can submit instructions to SCB directly using the SCB debit card or via third party payment platforms and services provided by third party payment institutions using the SCB debit card.

Article 9: The card holder can use the magnetic stripe or chip of the SCB debit card to submit instructions to SCB. The card holder can also use all or part of elements among the card number or other card information, password, RMB settlement account number, mobile phone verification code, name of the card holder, and identification document and document number, mobile phone number, fixed phone number and correspondence address used in application of the debit card (collectively “Verification Information”) to submit instructions to SCB.

## **Chapter 3: Select appropriate card type**

Article 10: In order to meet different card use requirements of different customers, SCB has prepared various card types for customers. If any card type in the SCB debit card series has specific user guide, the SCB and the card holders shall observe both the user guide and these Terms and Conditions

#### **Chapter 4: Apply for an SCB debit card**

Article 11: The SCB debit card is issued to natural persons (including Chinese citizens, foreigners in China and residents in Hongkong Special Administrative Region, Macao Special Administrative Region and Taiwan Region) who are qualified for application and have opened an RMB settlement account at SCB.

Article 12: Application of the SCB debit card shall comply with relevant regulations of the real name requirement of the state, and real name shall be used in opening an account.

Article 13: When an applicant applies for an SCB debit card, he shall provide relevant application materials according to SCB's requirements, and fill in an application form or send a notice or offer or other way acceptable for SCB to submit the application. The applicant is deemed to know relevant requirements of SCB if he signs on the application form in person or sends a notice or offer or other way acceptable for SCB to submit the application, and shall be responsible for authenticity of the contents of the application submitted, confirm to accept the provisions of debit card user guide and observe these Terms and Conditions.

Article 14: The SCB has the right to verify the background and credit status of the applicant, claim for personal information from the applicant and decides whether to issue an SCB debit card to the applicant. The SCB will issue the SCB debit card to qualified applicants.

Article 15: The SCB can also send an offer to a qualified natural person in China who has opened an RMB settlement account to invite him to become an SCB debit card holder. If the customer accepts the offer, he is deemed to know relevant requirements of SCB, and shall be responsible for authenticity of the contents of the application submitted, confirm to accept the provisions of debit card userguide and observe these Terms and Conditions.

Article 16: For a card holder who has owned a specific card type, the card holder warrants to maintain the application conditions during the card holding period. If, upon verification by SCB, the card holder is no longer qualified for application, SCB has the right to suspend or terminate the use of the SCB debit card with prior notice.

#### **Chapter 5: Charging standard**

Article 17: The SCB can charge fees on provision of banking facility for the debit card. Without prejudice to any other rights of the SCB, if the card holder fails to pay relevant fee, the SCB has the right to directly deduct such amount of the fee from any account of the card holder at the SCB and completely or partially terminate or suspend all or part of banking services enjoined by the card holder.

Article 18: Fees collected by the SCB will be governed by the tariff table issued by the SCB from time to time. Subject to Chinese laws, the SCB may charge fees out of tariff table, which will be notified when the services for which the fees are imposed are offered

Article 19: For different services, prior to offering a service, or when eService is offered, or after a service is offered, the SCB is entitled to deduct any fee payable in accordance with fee charging standard from any customer account with the SCB. Unless otherwise agreed by the SCB, the SCB will not return any amount of fee which has been charged.

Article 20: In order to handle all/part of the debit card business, institutions other than the SCB may charge relevant service fee. The card holder's handling of the debit card business is deemed that the card holder knows the service fee is not charged by the SCB.

## **Chapter 6: Account management and transaction limits**

Article 21: Funds in the account are deposited from cash held by individual, his salary payment, remuneration of legitimate labor, returns on investment, etc.

Article 22: The card holder can operate the RMB settlement account opened at the SCB via the SCB debit card, and the RMB settlement account is designated when the card holder applies or accepts the debit card. The settlement account does not provide overdraft service. The card holder can also activate telephone banking and online banking services to operate the RMB settlement account.

Article 23: Deposit in the settlement account of SCB accrues interest according to the deposit interest rate and methods of interest calculation stipulated by PBOC in the same period, and interest tax will be withheld according to law.

Article 24: For IC Card with electronic cash function, the card holder can also use the SCB debit card to operate the RMB settlement account in addition to the settlement account. The electronic cash account has such functions like quick payment, small amount off-line consumption, loading, unloading, inquiry, etc. The SCB opens an electronic cash account for IC card holders with no initial balance. At CUP selected merchants, IC card holders can make payment without password and signature if per deal transaction amount is under certain amount (RMB 1000 in mainland China, and different limit in different overseas regions) , and daily limit is RMB 3000. This is CUP quick pass based function and the payment maximum amount per transaction is set by China Union Pay, which might be adjusted from time to time. If IC card holder needn't this function, can close this function at SCB branches or through client call centre.

Article 25: The electronic cash account and the settlement account are collectively referred to as Account. As the electronic cash is not equivalent to bank deposit, the SCB is not responsible for custody. The card holder shall be responsible for loss, custody and improper use of electronic cash. The electronic cash account is unregistered with name, can not be suspended by reporting loss, and does not accrue interest or support cash withdrawal, overdraft or transfer. Suspension or closure of the settlement account in any situation will not affect the use of the electronic cash account.

Article 26: The electronic cash account only supports settlement in issuing currency and does not support payment across currencies. The SCB has the right to setup, revise or cancel the upper limit of balance or quota of the electronic cash account according to relevant regulations of China and the business needs.

Article 27: China's authorities such as PBOC, SAFE and CBRC may promulgate, change and cancel the limit on transactions such as withdrawal, transfer, consumption and loading of the debit card (hereinafter referred to as "Transaction Limit") or other requirements from time to time, the card holder's handling of the debit card business shall be strictly compliance with regulations issued and modified by China's authorities from time to time.

Article 28: The SCB has the right to setup, change and cancel all or part of the Transaction Limits or Accumulative Limits on the SCB IC card and magnetic stripe debit card respectively, according to relevant regulations of China's authorities and SCB's business needs. (For avoidance of doubts, if the card holder has activated third party payment, the transaction limit set by the third party payment institutions is not subject to such limit.) The card holder shall also be restricted by such transaction limit when using the SCB debit card for payment settlement such as consumption, transfer, withdrawal and loading. Unless otherwise specified by SCB, the transaction amount in any situation shall not exceed the preset Transaction Limit. If the requested amount of a payment instruction is larger than the Transaction Limit, the SCB has the right to reject the whole or part of the payment request.

Article 29: The SCB has the right to assist state judicial organs or other state authorities to inquire, freeze and deduct from the settlement account of the card holder according to relevant regulations of China, and the card holder may suffer relevant loss as a result.

Article 30: If the SCB debit card can not be used temporarily or can not operate the account due to cause of third part such as China UnionPay, merchants or acquirers, the card holder shall seek liability from such third party.

Article 31: The card holder shall not use the SCB debit card (including but not limited to via POS terminal or third party payment) for cashing, fraud transaction, money laundering or terrorist financing, and is obliged to cooperate with the SCB in investigation. Once the card holder is found to reject to cooperate in the investigation or any SCB debit card is suspected of or terrorist financing, the SCB has the right to suspend or terminate the use of the debit card proactively, and the card holder may undertake relevant legal responsibilities as a result.

### **Chapter 7: Authorization and operation of instructions**

Article 32: The card holder shall handle relevant debit card business with all or part of elements of verification information acceptable for the SCB. Instructions initiated using the debit card password and electronic cash transactions which require or do not require password are deemed operations of the card holder by the SCB, unless the SCB has gross negligence or willful misconduct.

Article 33: Some electronic cash transactions do not require password, and may bring relevant risks. The card holder acknowledges and understands the potential risk in exemption of password verification and agrees that the convenience brought by the exemption of password verification is sufficient to compensate for the involved risks.

Article 34: For debit card business (including third party payment related business) to be handled with all or part of elements of verification information, if the all or part of elements of verification information used by the card holder are not consistent with the record preserved at the SCB, the SCB has the right to freeze the elements (e.g. password) and reject to handle the debit card business for the card holder.

Article 35: Electronic data or paper-based and electronic vouchers generated in handling of any debit card business (including third party payment related business) with all or part of elements of verification information of the SCB debit card can be taken as valid certificate for liquidation, capital transfer, error adjustment and handling of disputes as well as official accounting voucher.

Article 36: The card holder agrees that the SCB has the right to deduct fees and charges incurred by relevant services from any account opened by the card holder at the SCB before executing any instruction (including any instruction sent by the card holder via a third party payment institution).

Article 37: The card holder understands, once his instruction is sent to the SCB, the SCB may have prepared for execution of the instruction, and the card holder may not be able to cancel or modify the instruction.

Article 38: The SCB shall not reject any instruction initiated by a card holder without a justifiable reason. However, when the SCB deems justifiable, the SCB can:

- (1) reject the execution of relevant transaction instructions;
- (2) request the card holder to provide written confirmation for special instructions.

Article 39: For any instruction which the SCB deem not properly authorized by the card holder, the SCB has the right to check if the instruction has been authorized by the card holder through appropriate methods. If it is found

that the instruction was not authorized, the SCB can take measures to cancel all or part of transactions based on such instruction, and the card holder may suffer relevant loss for this reason. The SCB will not be liable for such loss unless the SCB has gross negligence or wilful misconduct.

#### **Chapter 8:Third party payment**

Article 40: "Third party payment" in these Terms and Conditions means that an institution which provides payment platforms and services to the public in its own name ("Third Party Payment Institution") establishes cooperation relationship with SCB, and the card holder agrees to sign relevant user agreements ("Third Party User Agreement") with the Third Party Payment Institution, activate relevant payment services and establish link between the account number, user name in the third party payment platform and the SCB debit card or the settlement account ("Activate the Third Party Payment"), therefore, all or part of debit card business can be operated by sending instructions to the SCB via Third Party Payment Institution.

Article 41: Subject to the Third Party User Agreement between the card holder and the third party payment institution, the card holder can apply to the Third Party Payment Institution for activation or deactivation of third party payment. The SCB has the right to agree or reject the activation of third party payment offered by any Third Party Payment Institution.

Article 42: If the verification information elements received by the SCB are consistent with the records preserved at the SCB during activation of the third party payment, the SCB has the right to consider the activation of the third party payment is done by the card holder himself and does not need any additional written confirmation of the card holder, unless the SCB has gross negligence or willful misconduct.

Article 43: The card holder's application for activation of the third party payment is deemed:

(1) that the card holder agrees the disclosure of personal information of the card holder to the Third Party Payment Institution;

(2) that the SCB can verify the customer's identity via all or part of elements of the verification information sent by the Third Party Payment Institution and activate Third Party Payment, and that the SCB has the right to decide or change any confirmed element of the verification information as criteria for verification at discretion or through consultation with the Third Party Payment Institution; and

(3)that once the Third Party Payment is activated, the card holder authorizes the Third Party Payment Institution to directly send an instruction to the SCB to automatically pay corresponding amount from the settlement account, process account transfer or inquire the balance or handle other relevant debit card business.

Article 44: Once the card holder has activated the Third Party Payment, the instruction sent by the Third Party Payment Institution is deemed sent by the card holder in person, and the SCB has the right to handle the debit card business according to the instruction sent by the Third Party Payment Institution without any additional written or other confirmation by the card holder.

Article 45: The card holder agrees that the SCB is not liable for any instruction sent via Third Party Payment Institution or any payment made in accordance with the instruction.

Article 46: Payment platform and service of Third Party Payment Institution is directly provided to the card holder by the Third Party Payment Institution. Any service provided by the Third Party Payment Institution and the rights and obligations between the Third Party Payment Institution and the card holder are applied with the third party user agreement between the card holder and the Third Party Payment Institution, and the SCB only processes

relevant debit card business according to the instruction sent by such Third Party Payment Institution. Any dispute arising from failed or delayed delivery of transaction instruction, fraud transaction instruction and wrong transaction instruction caused by payment platform, relevant system, network security of the Third Party Payment Institution or any other reason shall be settled through consultation between the card holder and the Third Party Payment Institution. Any dispute arising from product quality, service quality and cost deduction of commodities or services purchased or acquired through the payment platform of the Third Party Payment Institution or merchants on the platform shall be settled between the card holder and the Third Party Payment Institution.

Article 47: The SCB's acceptance of any instruction sent by the Third Party Payment Institution does not mean any explicit or implicit guarantee for the service quality.

### **Chapter 9: Use card safely**

Article 48: The Magnetic Stripe Card is permanently valid and has no expiry date, while the IC Card has an expiry date, which is printed on the back of the card. The IC card becomes invalid automatically upon expiration, and the card holder can only handle limited debit card business thereafter.

Article 49: The SCB debit card is asset of the SCB and owned by the SCB. The SCB debit card can only be used by its card holder and shall not be leased, rented or resold. If the card is not kept or used properly or is lent to others, the card holder may suffer relevant loss. SCB have the right to suspend payments of any suspicious debit card detected by overseas regulators or legal operation department; in case of emergency, SCB can authorize card organizations to suspend inter-payments of suspicious debit cards.

Article 50: Once the card holder receives the debit card, he shall sign his name on the signature stripe in any font on the back of the card with a pen which is not easy to obliterate (e.g. fountain pen, signature pen or ball pen). The signature shall be consistent with the signature preserved at the SCB, and used when using the card.

Article 51: The card holder can setup and modify the password of the SCB debit card and other verification information approved by the SCB in the method designated by the SCB.

Article 52: The card holder shall properly preserve the verification information and equipment (e.g. mobile phone) and shall not disclose relevant sensitive information to others. Any risk and loss caused by improper preservation of the verification information and equipment such as mobile phone are borne by the card holder.

Article 53: Any such the verification information and/or equipment is or is likely to be disclosed, lost or stolen or has the risk of illegal use by others, the card holder shall timely notify the SCB and follow debit card reporting loss procedures according to debit card user guide. The reporting loss procedure does not apply to electronic cash accounts. Even though the reporting loss takes effect, the balance of electronic cash in the original debit card may be lost and irrecoverable; the card holder shall bear the possible loss of electronic cash in the situation above. The card holder shall be liable for capital change in the corresponding settlement account before the reporting loss takes effect unless the loss is directly caused by gross negligence or willful misconduct of the SCB. Once the reporting loss takes effect, the card holder will no longer bear such liability, unless the card holder has intentional or gross negligence, fraud or malicious collusion or otherwise stipulated by state laws and regulations.

Article 54: For large-volume transactions via magnetic stripe cards, SCB will add transaction verification via at least one channel including but not limited to audio, short message, digital(i.e mobile banking, Instant Message/chat) etc. The card holder has to complete SCB's verification process in order to proceeding the transactions. For large-volume transactions on non-standard bank terminal, SCB has the right to decline the transaction directly.



Article 55: The card holders can apply "safety lock" function and personalize the settings on all types or selected types of transactions and restrict the transactions within a specified time.

Article 56: For purpose of capital security of the card holder's account, when the SCB finds the SCB debit card of the card holder has the risk of illegal use by others, or the card holder fails to observe relevant regulations of China, these Terms and Conditions and the debit card user guide while using the debit card, the SCB the right but no obligation to temporarily stop payment for the account, i.e. the card holder can not use the debit card to operate the settlement account or adopt other restriction.

Article 57: In any of the situations below, the card holder shall return the SCB debit card to the SCB for disposal, and the SCB also has the right to reclaim or authorize others to reclaim the SCB debit card:

- 1) demagnetization of magnetic stripe or damage of chip or card;
- 2) the card holder decides to no longer use the SCB debit card;
- 3) expiration of the SCB debit card with expiry date or validity period;
- 4) other situation proposed by the SCB which requires support from the card holder.

Article 58: If the original debit card is reported loss, once the card holder returns the debit card and the SCB has received the card, the card holder can apply for or the SCB can issue a new debit card according to provisions of Chapter 4 of these Terms and Conditions, i.e. procedures to make up or exchange the card.

Article 59: Once the SCB debit card is reported loss, stopped payment or reclaimed, the card holder can not use the SCB debit card to operate all / part of debit card business.

#### **Chapter 10: Right to know and right to complain**

Article 60: The card holder is entitled to enjoy services guaranteed by the SCB on the SCB debit card and has the right to supervise the service quality and complain about services not in compliance with these Terms and Conditions. The SCB shall publish the customer service hotline and provide business consulting, account inquiry, card and password loss reporting services.

Article 61: The card holder has the right to know the functions, usage, fees and charges, tariff table, applicable interest rate and relevant calculation method of the debit card. The SCB shall provide the applicant/card holder with relevant instructions on use of the SCB debit card, including the Terms and Conditions, debit card user guide and fees and charges of the SCB debit card.

Article 62: The SCB may inform the card holder of account information of the debit card via text message provided that the card holder has activated the SMS prompt function. If the card holder can not receive text message because he refuses to activate the SMS prompt function or the reserved mobile phone number can not receive text message, the SCB will not bear relevant responsibilities. The card holder also has the right to inquiry recent SCB debit card information, print transaction checklist and request to check any inconsistent information at an SCB business office in stipulated hours or via telephone banking or self-service devices. The card holder's inquiry of the debit card is limited by service hours, service location and service scope of the SCB, and limited to information recorded by the SCB recently and available for inquiry. The card holder is obliged to timely inquire and preserve the information of the debit card.

Article 63: If the debit card account information provided by the SCB has any error/omission, the SCB has the right to notify the card holder of any adjustment of the account information. If the SCB proactively adjusts the

account information of the debit card, the card holder has the right to request the SCB to give relevant explanations.

#### **Chapter 11: Protect personal information of card holders**

Article 64: The SCB protects personal information of the card holder. Unless otherwise stipulated by state laws or the Terms and Conditions of Bank Accounts and Services or approved specially by the card holder, the SCB shall not disclose the personal information of the card holder.

Article 65: The applicant / card holder of SCB debit card shall guarantee the authenticity, accuracy and completeness of the material and information provided to the SCB. Any change to the personal information shall be notified to the SCB within 30 days, otherwise any risk of delay or loss shall be borne by the card holder.

#### **Chapter 12: Governing Law and Jurisdiction**

Article 66: These Terms and Conditions shall be governed by and construed in accordance with Chinese Laws.

Article 67: In the case of any dispute between the SCB and a card holder, both parties shall irrevocably submit to the jurisdiction of China. People's Court of the place where the SCB is located is the court which has the jurisdiction over the place where the banking branch in which the settlement account associated with the debit card is opened. Card holder and SCB can conclude supplement agreement for other jurisdiction.

#### **Chapter 13: Others**

Article 68: For the purpose of these Terms and Conditions, the year, month and day refer to calendar year, calendar month and calendar day respectively; the time involved shall be Beijing time.

Article 69: For the purpose of these Terms and Conditions, "China" in this Terms and Conditions refers to mainland China ( not include Hong Kong Special Administrative Region, Macau Special Administrative Region and Tai Wan Region). "Overseas regions refer to regions outside mainland China.

Article 70: Issues not covered in the debit card user guide and these Terms and Conditions, the SCB has the right to inform the card holder of relevant requirements on the debit card, and the card holder agrees to be bound by such requirements. If such requirement is in conflict with the debit card user guide and these Terms and Conditions, such requirements shall prevail.

Article 71: SCB shall be responsible for formulation and interpretation of these Terms and Conditions. The card holder agrees that the SCB has the right to change, modify and terminate these Terms and Conditions. The SCB will inform the card holder of the change, modification and termination of these Terms and Conditions (by means of public announcement) and apply to the card holder. If the card holder continues to use the business and services described in these Terms and Conditions after the change or modification, he is deemed to agree with such change or modification.

Article: 72: About Foreign Exchange (FX) rate via CUP transactions: when card holders use debit card for cash withdraw, expenditure, the RMB will calculated based on the FX rate set in CUP system, this FX rate is based on multiple channels and market practice, exclude the extra cost charged by SCB and round off. Usually, the FX rate of the transaction is set based on FX rate on transaction date, in special cases, the FX rate is set based on FX rate on transaction settlement date. (Transaction date refers to the deal actual performed date, and settlement date refers to the for CUP clearing date with card issuing bank and acquiring bank). If the card holders need to know more details about FX rate, please contact our Client service hotline.

Article 73: The English translation of these Terms and Conditions is provided for convenience only and, the Chinese version shall prevail for all purposes.

Article 74: These Terms and Conditions are published to official website of SCB([www.sc.com/cn](http://www.sc.com/cn)) and take effect on the date 2019/8/26 thereof.

[The following has no body text.]