

## Notice of Change

With effect from 1 May 2015 (“**effective date**”), the Customer Terms and the Relevant Terms (as listed out below); other Terms (as listed out in Part E below) shall be revised as follows:-

With effect from the effective date, there will be changes of terminologies in all our terms and conditions, Client Terms (formerly known as Customer Terms), and our banking agreement as set out in Part A below:-

With effect from the effective date, the Terms & Conditions for Tele-electronic Banking Services shall cease to be effective.

### **Part A: Change of terminologies**

With effect from the effective date, Customer Terms shall be re-named as Client Terms. Any references to “Customer Terms”, “customer(s)” in all our terms and conditions, Client Terms, and our banking agreement shall be treated as references to “Client Terms” and “client(s)” respectively.

### **Part B: Summary of the key features of the Client Terms (formerly known as Customer Terms)**

Changes on Client Terms (formerly known as Customer Terms) are related to:-

1. Change of terminologies from “Customer Terms” to “Client Terms” and from “customer(s)” to “client(s)”;
2. Sanctions issues;
3. Electronic banking services; and
4. Exemption of liability.

### **Part C: Changes on Client Terms (formerly known as Customer Terms)**

(for banking services and products effective on or after 25 February 2009).

#### **1. Important Notice shall be revised to read as follows:-**

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

~~If you need to contact us about any aspect of our relationship, contact your branch or use phone banking.~~

##### **Key words**

The meaning of key words printed like this and other words used in our banking agreement (electronic or otherwise) is explained at the end of these ~~Customer Terms~~ 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 or by visiting our website.

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 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.

Original clause number	Amended or New clause number	Amendment(s)
1.1	N/A	We have a range of products designed to suit your personal banking needs, <u>some of which may be accessed through our electronic banking services.</u> The specific features of our products are available on request. Some products may not be available to you depending on your location. <u>Depending on your location, some products may not be accessible through our electronic banking services.</u> Your electronic access to such products may be withdrawn, amended, terminated or suspended at any time without notice, to the extent permitted by applicable laws and regulations.
1.2	N/A	If you want to <u>access or use a product in any manner including electronically,</u> you need to complete an application to ask us to approve your use of it.... These may include minimum or maximum age or deposit amounts. <u>Fees, commissions or other charges may apply for such access or use....</u>
N/A	1.3	A new clause 1.3 is inserted: <u>Our electronic banking services are available to you only after we have approved it for your use.</u>
1.3	1.4	If we agree to provide a product to you <u>and allow you to access or use a product through our electronic banking services,</u> 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: ...A separate banking agreement is entered into each time you and we agree that you may use a product... The terms of our banking agreement apply to each <u>access or use of the product including any access or use of the product through our electronic banking services,</u> by you or any authorised person... You must ensure that each authorised person is given a copy of the terms that apply to any product they use <u>and this Client Terms.</u>
N/A	1.6	A new clause 1.6 is inserted: <u>Transactions with any of our offices or group of companies outside Hong Kong are not protected by Hong Kong law.</u>
1.5	1.7	A reference to terms and conditions by any name in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement. <u>These Client Terms replace all earlier general terms and conditions relating to banking services except where we advise you otherwise.</u>

2	N/A	<p>We need not provide any funds to you or otherwise allow you to <u>access or use a product or our electronic banking services</u> if:</p> <p>...</p> <ul style="list-style-type: none"> <li>• we consider that you <u>or any security provider</u> may not be able to satisfy your obligations to us under our banking agreement <u>or any security</u>. We may determine this is the case if, for example, there has been a change in your <u>or a security provider's</u> financial position since the date of your application;</li> </ul> <p>...</p> <ul style="list-style-type: none"> <li>• <u>it is illegal in your country to use encryption devices or software to secure communications over the internet;</u></li> <li>• <u>you trade in rough diamonds</u></li> <li>• you <u>or any security provider</u> give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.</li> </ul> <p>In addition, for some products we need not provide funds to you or otherwise allow you to use the product <u>in any manner, including through our electronic banking services</u>, if, in our absolute discretion, we decide not to do so (see the applicable product terms).</p>
3	N/A	<p>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:</p> <p><u>...If we vary these Client Terms we will post the amended terms at our website. You should check the foregoing website frequently.</u></p>
4.2	N/A	<p>We act on the account operating authority until you vary ... The variation or cancellation becomes effective within 7 banking days after we accept your instructions. <u>We may continue to act on the existing account operating authority until the variation or cancellation becomes effective.</u></p>
4.5	N/A	<p>If you or an authorised person sign only using a name... and it becomes your or their signature for all <u>products and accounts</u>.</p>

4.8	N/A	<p>Unless otherwise agreed with us when a joint account is opened:...</p> <ul style="list-style-type: none"> <li>• each of you is liable to us jointly and separately for the balance owing (including if we permit an overdrawing);</li> <li>• <u>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;</u></li> <li>• <u>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;</u></li> <li>• <u>if the account operating authority is “both/all to sign” and we are notified that an accountholder becomes insolvent or incapacitated, we may accept instructions only from the affected accountholder’s legal representative and all other accountholders; and</u></li> <li>• if one of you dies, the surviving accountholder may give instructions and obtains title to the account subject to any applicable law.</li> </ul>
5.1	N/A	<p><del>Authorised persons</del> <u>Authorisation</u> 5.1 You authorise us to act on instructions from</p>
N/A	5.2	<p>A new clause 5.2 is inserted: <u>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.</u></p>
5.2	5.3	<p>Instructions must be given in writing... You are responsible for ensuring the <u>timeliness</u>, accuracy, <u>adequacy</u> and completeness of <u>all</u> instructions given by you. We will not be liable for any loss or damage as a result of:</p> <ul style="list-style-type: none"> <li>• <u>your instructions to pay or transfer funds being late, inaccurate, inadequate or incomplete; or</u></li> <li>• <u>any third party failing, refusing or delaying to pay or transfer the funds to the account of the intended payee.</u></li> </ul> <p><u>We are not obliged to verify the accuracy, adequacy, and completeness of your instructions.</u></p>
N/A	5.4	<p>A new clause 5.4 is inserted: <u>You acknowledge that email is not a completely reliable or secure method of communication. You must not use it to send us:</u></p> <ul style="list-style-type: none"> <li>• <u>notices in connection with any of our banking agreements; or</u></li> <li>• <u>sensitive communications, such as payment instructions. Payment instructions should be sent through the electronic banking service connected to your account.</u></li> </ul>

5.5	5.7	All instructions <u>cannot be reversed</u> are irrevocable and are binding on you.
N/A	5.8	A new clause 5.8 is inserted: <u>When we receive a transaction instruction from you, we will debit any payment plus any charges payable for the transaction from your account.</u>
N/A	5.10	A new clause 5.10 is inserted: <u>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.</u>
5.7	5.11	<p>We may:...</p> <ul style="list-style-type: none"> <li>• <u>verify any instruction we receive by contacting you;</u></li> <li>• <u>require written confirmation from you of a particular instruction;</u></li> <li>• <u>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;</u></li> <li>• <u>act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so.</u></li> </ul> <p><u>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)....</u></p>
N/A	5.12	<p>A new clause 5.12 is inserted:</p> <p><u>We may not execute your instructions, and will not be responsible for any loss resulting from such non-execution, if on the stipulated date of execution:</u></p> <ul style="list-style-type: none"> <li>• <u>there are insufficient funds in your account to execute your instructions; or</u></li> <li>• <u>your account does not contain sufficient funds to pay any charges, fees, interest or other sums that may be payable by you to us;</u></li> <li>• <u>you did not correctly use the electronic banking services;</u></li> <li>• <u>circumstances beyond our control prevent your instructions from being carried out despite reasonable precautions taken by us;</u></li> <li>• <u>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;</u></li> <li>• <u>your account or any funds in your account have been put on hold;</u></li> <li>• <u>an order of court or any applicable law prohibits us from carrying out your instructions;</u></li> <li>• <u>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</u></li> <li>• <u>your account is closed, frozen or inaccessible for any reason.</u></li> </ul>

N/A	5.13	A new clause 5.13 is inserted: <u>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.</u>
5.8	5.14	You authorise us and each member of the Standard Chartered Group to act as the instructing financial institution to send your payment instructions.... You also authorise us <del>and each member of the Standard Chartered Group</del> or any third party who receives...
5.9	5.15	If we cannot process your instructions, we will, <u>where possible</u> , attempt to notify you <u>of this as soon as possible</u> .
5.11	5.17	<b>Stopping or reversing a transaction.</b> <del>5.11</del> <u>5.17</u> 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. <u>You will pay us for any costs we may reasonably incur in trying to stop or reverse a transaction.</u>
5.12	5.18	You acknowledge and accept the risks of giving instructions by telephone, fax or through any electronic banking service (including <u>the risk of technical malfunction in your or our electronic equipment, ... and the risk that any information sent by electronic banking services cannot be guaranteed to be secure or free from virus or delay, delay or any other third party attacks</u> ). <u>In particular, we will not be responsible for wrongful instructions caused by malware in your computer or device; or man-in-the-middle attacks</u> ).
5.13	5.19	You and each authorised person must follow our instructions in connection with <u>accessing or using</u> a product and comply with all applicable laws.
7.1	N/A	...If these details change you must give us reasonable advance notice in a <u>writing or other</u> manner we specify before the change has taken place.
7.2	N/A	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. <u>You authorise us to send notices and communications to you in connection with our banking agreement electronically including by fax, email, SMS or via the online banking inbox.</u>
7.4	N/A	Unless otherwise provided in our banking agreement, our notices and communications to you are effective:... • if published in daily newspapers, posted at any of our branches, <u>our ATMs</u> or on our website, at the time of publication or posting.
N/A	7.6	A new clause 7.6 is inserted: <u>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.</u>
7.11	7.12	<b>Notices and Communications to joint accountholders</b> <u>7.12</u> If you are joint accountholders, communications...

N/A	7.13	A new clause 7.13 is inserted: <u>All communications, including communications through the electronic banking services, which meet our internal requirements shall be deemed to be valid, accurate and authentic.</u>
8.1	N/A	Electronic banking services are a range of banking and other services ... include the following:... <ul style="list-style-type: none"> <li>• phone banking</li> <li>• <u>Banking services provided via cash deposit machines</u></li> <li>• SMS banking...</li> </ul>
N/A	8.3	A new clause 8.3 is inserted: <b><u>Problems with instructions</u></b> <u>8.3 If it is not possible to direct an electronic banking service to a specified account in accordance with the instructions you or an authorised person gives through the electronic equipment, we may direct it to any account that is linked to a security code.</u>
9.1	N/A	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.
N/A	9.2	A new clause 9.2 is inserted: <b><u>Eligibility</u></b> <u>9.2 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.</u>
9.2	9.3	We only make an electronic banking service available if: <ul style="list-style-type: none"> <li>• you are recorded as the legal and beneficial owner of <del>the</del> <u>an</u> account and use of the electronic banking service in respect of <del>the</del> <u>such</u> account is acceptable to us;</li> <li>• you have registered <del>for the particular type of our</del> <u>electronic banking service....</u></li> </ul>
9.3	9.4	...the guidelines must be followed whenever anyone accesses <u>or uses</u> the electronic banking service....
9.8	9.9	<b><u>Operating times and availability</u></b> <u>9.9 The electronic banking services will usually be available for use during normal operating hours or at the times set out in <u>any applicable</u> <del>the</del> guidelines or otherwise notified to you....it is not always possible for the electronic banking services to be available during all normal operating hours, <u>which you accept.</u></u>
N/A	9.10	A new clause 9.10 is inserted: <u>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.</u>

N/A	9.11	<p>A new clause 9.11 is inserted:</p> <p><b><u>Software compatibility</u></b></p> <p><u>9.10 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.</u></p>
N/A	9.12	<p>A new clause 9.12 is inserted:</p> <p><b><u>Ownership rights in connection with the electronic banking software and other information</u></b></p> <p><u>9.11 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. You must not use the electronic banking software except in connection with accessing our electronic banking services; must not take copies, sell, assign, lease, sub-license or otherwise transfer them to any third party; or must not try to decompile, reverse engineer, input or compile any of the electronic banking software.</u></p>
N/A	9.13	<p>A new clause 9.13 is inserted:</p> <p><u>You are responsible for complying with the local laws of the country from which you use the electronic banking software.</u></p>
9.9	9.14	<p>When you uses electronic banking services you or they must:</p> <ul style="list-style-type: none"> <li>• not access the electronic banking services using any electronic equipment not owned by <u>you</u> or them or which <u>you</u> or they are not licensed or authorised to use; and</li> <li>• take all reasonably practical measures to ensure that any electronic equipment from which <u>you</u> or they access the electronic banking services is free of and adequately protected against any computer virus or other malicious software.</li> <li>• <u>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.</u></li> </ul>
9.10	9.15	<p><del>For the consequences of unauthorized overdraft see clause 6.</del></p>
9.11	9.17	<p>...the rates are for your reference only and are not binding on us unless we <u>subsequently</u> confirm the rates in writing.</p>
		<p>The following new clauses 9.16, 9.18, 9.19, 9.22, 9.23 and 9.26 are inserted:</p>

N/A	9.16	<u>You must not use the electronic banking services to create an unauthorised overdraft on your account and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the account in question.</u>
N/A	9.18	<u>You must ensure your account has sufficient funds for the purposes of giving instructions using phone banking.</u>
N/A	9.19	<b>Information provided at ATMs not conclusive</b> <u>9.18 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.</u>
N/A	9.22	<u>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.</u>
N/A	9.23	<u>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.</u>
N/A	9.26	<u>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, you will not have to pay any proposed increase as long as you cancel your use of the electronic banking service during the notice period. However, your continued use of the electronic banking service after the notice period shall be conclusively deemed to be your acceptance of such changed fees and charges.</u>
9.16	9.27	<u>...your telecommunications provider for using the electronic banking services.</u>
		The following new clauses 9.29 - 9.31 are inserted:
N/A	9.29	<b>Ownership of software</b> <u>9.29 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.</u>
N/A	9.30	<u>You must not:</u> <ul style="list-style-type: none"> <li>• <u>take copies, sell, assign, transfer or otherwise deal with the <i>electronic banking service software</i> or your licence to use it; or</u></li> <li>• <u>attempt to decompile, reverse engineer, input or compile any of the <i>electronic banking service software</i>.</u></li> </ul>
N/A	9.31	<u>If you access electronic banking services in a country other than Hong Kong 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.</u>
10	N/A	<b>Mobile and SMS banking</b>
N/A	10.1	A new clause 10.1 is inserted: <u>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.</u>

10.2	N/A	<u>Mobile banking and SMS banking is are only available for mobile phones and similar devices with data connections which meet...</u>
		The following new clauses 10.3 - 10.11 are inserted:
N/A	10.3	<u>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.</u>
N/A	10.4	<u>We may take up to a maximum of 7 business days from the date of receipt of your application to activate mobile banking and SMS banking.</u>
N/A	10.5	<u>Any transaction made through your mobile banking user ID shall be deemed to have originated from you if the correct login password was submitted</u>
N/A	10.6	<u>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.</u>
N/A	10.7	<u>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 younot within such network service range.</u>
N/A	10.8	<u>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.</u>
N/A	10.9	<u>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.</u>
N/A	10.10	<b><u>Setting preferences and receiving alerts</u></b> <u>We may not give effect to any preferences if we have reason to suspect that the preferences are not genuine, are improper or unclear.</u>
N/A	10.11	<u>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.</u> <u>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.</u>

11.2	N/A	<p>You and each authorised person may use electronic <u>equipment banking services</u> to access the following...</p> <table border="1"> <thead> <tr> <th>Name of Service</th> <th>Purpose</th> </tr> </thead> <tbody> <tr> <td>...</td> <td>...</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><u>Transfer between account and Mobile Wallet</u></td> <td>To instruct us to transfer funds from a source account to an <u>electronic account accessed through a mobile phone that can be used to store and transfer value.</u></td> </tr> </tbody> </table>	Name of Service	Purpose	...	...	International telegraphic transfer service	To instruct us to transfer funds from a source account to a specified account with a bank in another country.	<u>Transfer between account and Mobile Wallet</u>	To instruct us to transfer funds from a source account to an <u>electronic account accessed through a mobile phone that can be used to store and transfer value.</u>
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		The following new clauses 11.3 - 11.10 are inserted								
N/A	11.3	<u>We reserve the right to select the agent, where necessary, to effect the remittance to places where we do not have a presence.</u>								
N/A	11.4	<u>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.</u>								
N/A	11.5	<u>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.</u>								
N/A	11.6	<u>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.</u>								
N/A	11.7	<u>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.</u>								
N/A	11.8	<u>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.</u>								
N/A	11.9	<p><u>If you use any of our funds transfer services:</u></p> <ul style="list-style-type: none"> <li>• <u>You must register each recipient using online banking before you may make an online funds 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</u></li> <li>• <u>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.</u></li> </ul>								
N/A	11.10	<u>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 with reasonable notice.</u>								

11.3	11.11	The word “preset” to be deleted and replaced by “category”.
11.4	11.12	The word “preset” to be deleted and replaced by “category”.
11.5	11.13	The word “preset” to be deleted.
11.6	11.14	<u>... you may do so online as set out on our website. Alternatively, please contact us.</u>
N/A	11.7	A new clause 11.7 is inserted: <u>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.</u>
11.12	11.21	We need not execute any fund transfer instruction if on the date set for effecting the fund transfer: ... <ul style="list-style-type: none"> <li>• you or an authorised person did not correctly use the electronic banking services; or</li> <li>• <u>an order of court or any applicable law prohibits us from executing the fund transfer instructions;</u></li> <li>• <u>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...</u></li> </ul>
12.1	N/A	<b>You may <u>elect to receive eStatements by the...</u></b>
12.2	N/A	<b>...<u>However, if you ask, we may agree to give paper printouts on the basis that you pay the...</u></b>
13.1	N/A	We are not responsible for any services that are not controlled by us, <del>through which you or whether such an authorised person accesses any electronic banking services are available electronically or otherwise</del> and we are not liable for any loss you incur in connection with that service....
13.2	N/A	The word “electronic banking” to be deleted and replaced by “our”.
14.4	N/A	A card must be signed immediately on receipt <del>unless otherwise not required by us.</del> You must ensure that the signature of the authorised person on the card is the <u>same as on the account operating authority. However, if we accept a different signature, you remain liable for the transaction.</u>
14.13	N/A	<del>For the consequences of an unauthorized overdraft see clause 6:</del>
14.22	N/A	Non-local transactions will be 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. <u>In any case, the exchange rate may differ from the rate in effect on the date of the transaction due to market fluctuations....</u>

14.23	N/A	The following sentence shall be added at the end of the Clause: <u>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.</u>
14.25	N/A	The words “any such parties” are to be deleted and replaced by “them”.
N/A	16.3	A new clause 16.3 is inserted: <u>When you use certain products (including <i>electronic banking services</i>), 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.</u>
16.3	16.4	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.
16.7	16.8	We are not responsible for any services that are not controlled by us, by <u>or from</u> which you or...
N/A	16.10	A new clause 16.10 is inserted: <u>You must comply with our security guidelines and advice that are provided by us to you.</u>
16.9	16.11	The words “PIN/password” are to be deleted and replaced by “security code”. <u>“...if they use SMS banking, do not leave their mobile phone unattended or give any person access to their mobile phone in a way that...”</u>
16.10	16.12	The words “PIN/password” are to be deleted and replaced by “security code”.
16.11	16.13	The words “PIN/password” are to be deleted and replaced by “security code”. The following sentence shall be added at the end of the Clause: <u>“...otherwise you may be liable for any loss incurred. If your card has been lost or stolen, you must notify the police and give us a copy of the police report if we ask.”</u>
16.13	16.15	<b>“...until you have notified us in writing unless there was a delay due to our...”</b>
		The following new clauses 16.17 – 16.24 are inserted:
N/A	16.17	<b><u>Loss, theft or misuse of security tokens</u></b> <u>You must prevent any unauthorised use or access of the security token issued by us to you.</u>
N/A	16.18	<u>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.</u>
N/A	16.19	<u>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.</u>
N/A	16.20	<u>Our decision in relation to a lost or stolen security token is final and binding on you.</u>

N/A	16.21	<p><b><u>Responsibility for loss of security codes/security token(s)</u></b></p> <p>You are responsible for and accept all reasonable 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.</p>	
N/A	16.22	<p>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.</p>	
N/A	16.23	<p>We may require you to pay any reasonable fees, charges and all other costs for the use and/or replacement of lost security token(s).</p>	
N/A	16.24	<p>We may terminate, suspend or cancel the use of the security token(s) without notifying you, to the extent permitted by applicable laws and regulations.</p>	
16.15	16.25	<p>You and each <i>authorised person</i>...</p> <table border="1" style="width: 100%;"> <tr> <td> <p><b>Take the following precautions</b></p> <p>...</p> <p>If you or they access any <i>electronic banking service</i> from <i>electronic equipment</i> in one of our branches, you or they must ensure that you or they have gone off-line before leaving the branch or not to leave that <u>electronic equipment unattended while on-line.</u></p> <p>...</p> </td> </tr> </table>	<p><b>Take the following precautions</b></p> <p>...</p> <p>If you or they access any <i>electronic banking service</i> from <i>electronic equipment</i> in one of our branches, you or they must ensure that you or they have gone off-line before leaving the branch or not to leave that <u>electronic equipment unattended while on-line.</u></p> <p>...</p>
<p><b>Take the following precautions</b></p> <p>...</p> <p>If you or they access any <i>electronic banking service</i> from <i>electronic equipment</i> in one of our branches, you or they must ensure that you or they have gone off-line before leaving the branch or not to leave that <u>electronic equipment unattended while on-line.</u></p> <p>...</p>			
16.18	16.28	<p>By using or accessing a product or 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.</p>	
17.2	N/A	<p>You are liable for the following transactions that occur on an account linked to a security code, passbook or cheque book:</p> <p>...</p> <ul style="list-style-type: none"> <li>• <u>transactions carried out by any other person using a security code, passbook or cheque book (unless you have told us to cancel that security code, passbook or cheque book, and if relevant, you have taken all reasonable steps to have any security code device issued by us returned to us). This includes where a transaction which is carried out by someone other than you or an authorised person with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding security codes, passbooks or cheque books;</u></li> </ul>	
18.8	N/A	<p>Any interest or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice. If we agree to capitalise interest (or if default interest is charged under clause 18.8), we may add to the outstanding principal amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.</p>	

19.1	N/A	<p>...</p> <ul style="list-style-type: none"> <li>• any service provided by a third party <del>such as including</del> services arranged by a card association;...</li> <li>• any person exercising, or not exercising, rights under our banking agreement or any security (including enforcement action and debt collection costs, such as valuation fees and auctioneer's charges);</li> <li>• 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 losses, damages, costs or expenses (including legal and other professional advisors' fees) reasonably incurred by us in our enforcement against you of our banking agreement; or</li> <li>• 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.</li> </ul> <p><u>except to the extent the loss arises from our own negligence, fraud or wilful default.</u></p>
20.3	N/A	We (and each other member of the Standard Chartered Group) may do so at any time (even if <del>you are not in</del> there is <u>no</u> default).
N/A	21.3	A new clause 21.3 is inserted: <u>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").</u>
N/A	21.4	A new clause 21.4 is inserted: <b><u>Conversion after default</u></b> <u>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.</u>
22.2	N/A	If we ask, you must give us any information about or documents in connection with: <ul style="list-style-type: none"> <li>• <u>our banking agreement or any other arrangement with us; or...</u></li> </ul>
22.4	N/A	...in a <u>client</u> <del>customer</del> information form,...
22.5	N/A	<u>Where laws and regulations allow, you consent to us periodically checking your credit status with any credit bureau or credit reference agency.</u>
N/A	22.6	A new clause 22.6 is inserted: <u>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</u>

22.6	22.7	<p>You represent and warrant that:</p> <ul style="list-style-type: none"> <li>• you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into each of our banking agreements and any <u>other arrangement with us which you enter into with us</u> <del>security you provide</del> and to comply with your obligations and exercise your rights under them;</li> <li>• your obligations under each of our banking agreements and any security (and the obligations of any security provider) are valid, binding and enforceable ... by entering into or complying with obligations or exercising rights under any of our banking agreements or any <del>security</del> <u>other arrangement with us</u>;...</li> <li>• since the date the information <del>was given to us by you or a security provider</del>, ...which may have a material adverse effect on your or the <u>security provider's ability to meet any of your</u> or their obligations to us;</li> <li>• neither you nor any security provider has withheld any information that might ... our banking agreement or provide any product to you (including information about the assets you or they own <u>and any security interest over them</u>);...</li> <li>• neither you nor any security provider is in default and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a default.;</li> <li>• <u>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</u></li> <li>• <u>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.</u></li> </ul>
24	N/A	<b>Information we collect, use and disclose</b>
		The following new clauses 24.4 – 24.6 are inserted:
N/A	24.4	<p><u>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. You agree that the information pertaining to the electronic banking services shall not for any purpose whatsoever be taken as conclusive of your account balance or transaction status. We do not warrant the accuracy of any information pertaining to your accounts or transactions as reported through the electronic banking services.</u></p>
N/A	24.5	<p><b><u>Not providing or withdrawing consent</u></b></p> <p><u>24.5 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.</u></p>

N/A	24.6	<p><b><u>Communication</u></b></p> <p><u>24.6 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.</u></p>
25.1	N/A	<p>We issue statements for accounts periodically as set out in the product terms. <u>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.</u></p>
25.2	N/A	<p>The following sentence shall be added at the end of the Clause:</p> <p><u>However, we may revert to issuing separate statements at any time.</u></p>
25.5	N/A	<p>The following sentence shall be added at the end of the Clause:</p> <p><u>If we make an adjustment, we notify you.</u></p>
26.1	N/A	<p>Either you or we may end our banking agreement or your <u>access or use of a product in any manner including through our electronic banking services</u> by giving the other party prior notice in writing in accordance with our banking agreement.</p>
26.3	N/A	<p>...</p> <ul style="list-style-type: none"> <li>• anything occurs which, in our opinion, is likely to have a material adverse effect on your (or a security provider's) ... under any of our banking agreements or any other arrangements with us; <u>or security; or...</u></li> <li>• performance of any obligation by either you or us under our banking agreements or a security provider under any security breaches, or is likely to breach, a law or a requirement of any authority <u>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</u></li> <li>• <u>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</u></li> <li>• <u>if you close your account or the related ATM/debit card expires or is lost and cancelled by you; or</u></li> <li>• <u>we are required by law (including an order of any authority) to do so; or</u></li> <li>• <u>any other event of default (however described) under any of our banking agreements or any other arrangement with us occurs....</u></li> </ul>

N/A	26.4	<p>A new clause 26.4 is inserted:</p> <p><u>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:</u></p> <ul style="list-style-type: none"> <li>• <u>That the joint account can no longer be operated on your instructions alone; or</u></li> <li>• <u>He/she is no longer prepared to accept that you may operate the joint account using our electronic banking services.</u></li> </ul> <p><u>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.</u></p>
27.1	N/A	<p>After our banking agreement for a product ends, you must:</p> <ul style="list-style-type: none"> <li>• <u>not use the product or any benefits in connection with the product and not access or use the product through our electronic banking service;</u></li> <li>• <u>immediately repay all amounts owing to us under our banking agreement including the balance owing for the accounts for the product; and</u></li> <li>• <u>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.</u></li> </ul>
27.2	N/A	<p>...All provisions in our banking agreement in connection with <u>payments, clawbacks, indemnities,...</u></p>
		<p>The following new clauses 31.1 and 31.2 are inserted:</p>
N/A	31.1	<p>A new clause 31.1 is inserted:</p> <p><b><u>Banker's lien</u></b></p> <p><u>In addition to any other security we require to secure the balance owing for your products and any amount which you may owe us in the future, all your credit balances, money, securities, documents, instruments and other valuables deposited with us are, on deposit, subject to a banker's lien to us. Without limiting our other rights, we may set off any such amounts against, or apply the lien as security for, any obligations you owe to us. We may sell or deal with the assets to satisfy your obligations to us. We may do so without notifying you.</u></p>
N/A	31.2	<p>A new clause 31.2 is inserted:</p> <p><b><u>Security over all assets</u></b></p> <p><u>In addition to any other security we require and our banker's lien under clause 31.1, we hold all your assets (including assets deposited with us for any purpose) as security for the total balance owing for all your products and any amount which you may owe us in the future. Without limiting our other rights, we may set off any such amounts against, or apply the security created by this clause as security for, any obligations you owe to us. If there is a default, we may sell or deal with your assets to satisfy your obligations to us. We may do so without notifying you</u></p>
33.1	N/A	<p><b><u>Insurance you must maintain</u></b></p> <p>33.1 For some <i>products</i>, we require insurance to be...</p>

N/A	33.6	A new clause 33.6 is inserted: <b>Optional insurance</b> <u>33.6 Insurance policies may be offered to you in connection with a <i>product</i>. For example, if you use <i>electronic banking services</i> you may be offered fraud insurance. Also some <i>credit cards</i> offer insurance policies. The terms of any optional insurance policy should be read together with our banking agreement.</u>
33.6	33.7	<b>All insurance policies</b> <u>33.7 If we arrange insurance for your benefit, you</u>
N/A	33.8	A new clause 33.8 is inserted: <u>You acknowledge that insurance proceeds may not cover all your <i>loss</i> and you are responsible for any shortfall.</u>
N/A	34.1	A new clause 34.1 is inserted: <b>Disclaimer</b> <u>We do not represent or warrant that:-</u> <ul style="list-style-type: none"> <li>• <u>our services, including our electronic banking services will meet your requirements;</u></li> <li>• <u>our electronic banking services will be uninterrupted, timely, secure or error-free;</u></li> <li>• <u>our electronic banking services are fit for a particular purpose, or does not infringe any third party proprietary rights; or</u></li> <li>• <u>any errors in the technology will be detected or corrected.</u></li> </ul>
N/A	34.2	A new clause 34.2 is inserted: <u>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.</u>
34.1	34.3	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 <u>or services including electronic banking services</u> (including in connection with the provision, <u>access or use</u> of any product, unavailability or...  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. <del>However, we are liable for your direct loss to the extent it is directly caused by our fraud or wilful misconduct.</del> This clause 34.1 is subject to clause 17.
		The following new clauses 34.4 and 34.5 are inserted:
N/A	34.4	<u>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).</u>
N/A	34.5	<u>You shall indemnify us from all loss and damage which we may reasonably incur in connection with your improper use of our services including the electronic banking services.</u>
34.2	34.6	... <ul style="list-style-type: none"> <li>• to enter into our banking agreement;</li> <li>• to <u>access or use any <i>product</i> including through our electronic banking services;</u></li> </ul>

		The following new clauses 34.7-34.10 are inserted:
N/A	34.7	<b><u>Intellectual Property Rights</u></b> <u>We own all contents of our services. You may not copy, distribute or publish such content without our permission.</u>
N/A	34.8	<u>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.</u>
N/A	34.9	<u>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.</u>
N/A	34.10	<u>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.</u>
34.4	34.12	<u>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.</u>
34.11	34.19	<u>You acknowledge that various features of a product may be changed from time to time, including the fees and interest rates, the basis for calculating interest rates and the margin with prior notice to you.</u>
N/A	34.21	A new clause 34.21 is inserted: <b><u>Our Advertising</u></b> <u>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.</u>
34.15	34.24	<u>Except for a waiver or variation in accordance with clause <del>34.10</del> 34.18 or <del>34.11</del> 34.19, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.</u>
34.17	34.26	<u>...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;...</u>
34.28	34.37	<u>We only act on certain instructions or provide a product on a business day. If we are required to do anything on a non-business day, we may do it on the next following business day.</u>
		The following new clauses 34.40 -34.41 are inserted:
N/A	34.40	<u>If any one or part of the terms of this Client Terms is legally in any way, this will not affect the validity of the remaining terms.</u>
N/A	34.41	<u>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 clients agreeing to this Client Terms ,this will not in any way affect the enforceability of that term against the other clients e.g. the other joint account holder.</u>

34.33	34.44	<p>In order to comply with <u>anti-money laundering laws, counter terrorist financing laws, regulations and 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 our Standard Chartered Group's policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of authorities, the any authority, regulator, tribunal, enforcement agency, exchange body, the Standard Chartered Group may be:</u></p> <ul style="list-style-type: none"> <li>• <u>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</u></li> <li>• <u>required to (without limitation to clauses 9 and 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....</u></li> </ul>
N/A	34.46	<p>A new clause 34.46 is inserted:  <u>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.</u></p>
34.35	34.47	<p>Standard Chartered Group, in <u>exercising any of its rights or performing any of its duties or other obligations,...</u></p>
		<p>The following new clauses 34.49 and 34.53 are inserted:</p>
N/A	34.49	<p><u>If there is any dispute in connection with our banking agreement, our decision is conclusive and binding unless there is a manifest error.</u></p>
N/A	34.53	<p><u>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.</u></p>
35	N/A	<p>We aim to provide excellent <u>client customer</u> service....</p>

36	N/A	<p>The following meaning of words are added:</p> <p><b><u>base currency</u></b> means, for a product:</p> <ul style="list-style-type: none"> <li>• <u>in the case of a loan, the currency in which the limit is expressed; or</u></li> <li>• <u>in any other case, the currency of the place where the product is provided to you.</u></li> </ul> <p><b><u>electronic banking software</u></b> means <u>any software we supply to you or which you are required to download for the purpose of accessing the electronic banking services.</u></p> <p><b><u>mobile app</u></b> means <u>our mobile application installed on your mobile or communications device and through which you provide instructions to us and access mobile banking</u></p> <p><b><u>mobile banking</u></b> means <u>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.</u></p> <p><b><u>mobile banking user ID</u></b> is <u>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.</u></p> <p><b><u>mobile phone number</u></b> means <u>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.</u></p> <p><b><u>One time password</u></b> means <u>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.</u></p> <p><b><u>other arrangement with us</u></b> means:</p> <ul style="list-style-type: none"> <li>• <u>each security; and</u></li> <li>• <u>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.</u></li> </ul> <p><b><u>preferences</u></b> means <u>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.</u></p> <p><b><u>security token</u></b> means <u>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.</u></p>
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**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 an 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.

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

**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.

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

**PIN/password** means the personal identification. It includes the Tele-electronic Identification Number ("TIN") issued to you for use with telephone banking and other elements of the Service and/or the secret password you choose for the electronic banking service (or, in each case, any replacement secret password that you choose).

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

**security code** means a all confidential codes, user names, user identification codes, PIN/password, one time password and information or a physical device (for example, an ATM card, a debit card, credit 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.

**you** means the person named as the "applicant" in the application. If there is more than one, you means each person separately as well as every 2 or more of them jointly. 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.

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

**2. The tables below set out the changes in paragraph numbering (without contents amendments) in the Client Terms:**

Clause number in previous Customer Terms	Clause number in Client Terms	Clause number in previous Customer Terms	Clause number in Client Terms
1.3	<u>1.4</u>	31.3	<u>31.5</u>
1.4	<u>1.5</u>	31.4	<u>31.6</u>
1.6	<u>1.8</u>	31.5	<u>31.7</u>
5.3	<u>5.5</u>	31.6	<u>31.8</u>
5.4	<u>5.6</u>	33.6	<u>33.7</u>
5.6	<u>5.9</u>	33.7	<u>33.9</u>
5.10	<u>5.16</u>	34.3	<u>34.11</u>
7.6	<u>7.7</u>	34.5	<u>34.13</u>
7.7	<u>7.8</u>	34.6	<u>34.14</u>
7.8	<u>7.9</u>	34.7	<u>34.15</u>
7.9	<u>7.10</u>	34.8	<u>34.16</u>
7.10	<u>7.11</u>	34.9	<u>34.17</u>
9.4	<u>9.5</u>	34.10	<u>34.18</u>
9.5	<u>9.6</u>	34.12	<u>34.20</u>
9.6	<u>9.7</u>	34.13	<u>34.22</u>
9.7	<u>9.8</u>	34.14	<u>34.23</u>
9.9	<u>9.13</u>	34.16	<u>34.25</u>
9.12	<u>9.20</u>	34.17	<u>34.26</u>
9.13	<u>9.21</u>	34.18	<u>34.27</u>
9.14	<u>9.24</u>	34.19	<u>34.28</u>
9.15	<u>9.25</u>	34.20	<u>34.29</u>
9.17	<u>9.28</u>	34.21	<u>34.30</u>
11.7	<u>11.15</u>	34.22	<u>34.31</u>
11.8	<u>11.16</u>	34.23	<u>34.32</u>
11.9	<u>11.18</u>	34.24	<u>34.33</u>
11.10	<u>11.19</u>	34.25	<u>34.34</u>
11.11	<u>11.20</u>	34.26	<u>34.35</u>
16.4	<u>16.5</u>	34.27	<u>34.36</u>
16.5	<u>16.6</u>	34.29	<u>34.38</u>
16.6	<u>16.7</u>	34.30	<u>34.39</u>
16.8	<u>16.9</u>	34.31	<u>34.42</u>
16.12	<u>16.14</u>	34.32	<u>34.43</u>
16.14	<u>16.16</u>	34.34	<u>34.45</u>
16.16	<u>16.26</u>	34.36	<u>34.48</u>
16.17	<u>16.27</u>	34.37	<u>34.50</u>
21.3	<u>21.5</u>	34.38	<u>34.51</u>
21.4	<u>21.6</u>	34.39	<u>34.52</u>
26.4	<u>26.5</u>	34.40	<u>34.54</u>
31.1	<u>31.3</u>	34.41	<u>34.55</u>
31.2	<u>31.4</u>		

## **Part D: Changes for the Relevant Terms**

(for banking services and products effective before 25 February 2009)

Provisions as set out in a General Supplement shall be added to and form part of each of the Relevant Terms, which are listed in the Appendix to the General Supplement. The General Supplement reads as follows:-

\* \* \* \* \*

### **General Supplement**

These terms shall be read together with, supplement and form part of each of the terms and conditions as set out in the Appendix section below, and/or any other terms and conditions applicable to any product applied with (or for any *product* which needs our *approval*, approved by) us before 25 February 2009 (“**Relevant Terms**”).

Should there be any inconsistency between these terms and the Relevant Terms, these terms shall prevail.

The meaning of key words printed *like this* or otherwise used under these terms shall have the same meaning as assigned to them under the Client Terms unless otherwise stated at the end of these terms below.

### **Provisions to supplement the Relevant Terms**

#### **1. Important Notice**

We are 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 will not be able to provide you with financial services if you are in these countries.

#### **2. Pre-conditions to use of any products**

We need not provide any funds to you or otherwise allow you to access or use a *product* or our *electronic banking services* if you trade in rough diamonds

#### **3. Provision of contact information and requirement to inform us if there is a change in residency**

##### **Contact information**

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 the applicable *product(s)*. 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 *Hong Kong* you must immediately notify us.

#### **4. Limitations when receiving instructions from clients**

We may act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any *security* procedure or any law or requirement of any authority (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 accountholder, or if we genuinely believe or suspects the instruction is unauthorised.

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, 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.

## **5. Limitations in fund transfer services by electronic banking services or other means**

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

To the extent applicable, we need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- an order of court or any applicable law prohibits us from executing the fund transfer instructions; and/or
- our policy, *security* procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdictions where we operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from executing the fund transfer instructions.

## **6. Limitations when using an ATM card**

### **Using an ATM card**

To the extent applicable, 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 needs 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.

## **7. Limitations on providing statements and records**

We issues 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 jurisdictions 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.

## **8. Termination by us**

### **Termination by us**

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

- performance of any obligation by either you or us under any of our banking agreements or a *security provider* under any *security* breaches, or is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operates in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy we applies as a result of an order or sanction issued by an authority; and/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.

## **9. General Anti-money laundering, counter terrorism financing, government sanctions or embargoes clause**

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

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 any provisions on privacy that we may have) report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the *Standard Chartered Group* may need or decide to disclose. Transactions impacted include those that may:
  - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
  - be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
  - involve persons or entities which may be the subject of sanctions and embargoes.

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

Any member of the *Standard Chartered Group* may take any action it believes to be necessary to comply, or in connection, with the matters set out in this clause. This includes freezing funds, preventing operation of an *account*, refusing a request for funds from 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 of policies. No member of the *Standard Chartered Group* is liable for any loss arising out of any action taken or any delay or failure by 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.

## 10. Enabling instructions through fax and electronic means

### Form of instructions

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.

## 11. Cards - Signatures may not be required

### Signatures

A *card* must be signed immediately on receipt unless otherwise not required by us.

### Meaning of words

**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, and for the avoidance of doubt, may be defined as “Bank” or “Company” under Relevant Terms.[]

**you** means the person named as the “applicant” in the *application*, and/or “Account Holder”, “Borrower”, “Cardholder”, “Cardmember”, “Client”, or “Customer” as defined under Relevant Terms. 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.

## Appendix

Cardholder Agreement applicable to Standard Chartered Credit Cards, Esprit Smart Credit Card and SmarTone Smart Credit Card respectively (collectively “**Cardholder Agreements**”)

Cardmember Agreement applicable to Manhattan VISA and MasterCard respectively (collectively “**Cardmember Agreements**”)

Revolving Cash Card Cardholder Agreement

Conditions for Accounts

General Account Terms and relevant supplement

General Terms and Conditions for Mortgage Services and relevant supplement

Manhattan Revolving Personal Loan Terms and Conditions

Terms and Conditions for Standard Chartered Personal Instalment Loan

Terms and Conditions for Standard Chartered Floating Rate Personal Instalment Loan

Terms and Conditions for Standard Chartered Revolving Cash Card

\* \* \* \* \*

## Part E: Changes on other Terms

Terms and Conditions	Clauses / Sections	Amendments
Current/Cheque/Savings Account and Time Deposit Account Terms#	2.3	Interest accrues daily and if the credit balance of your savings account is denominated in: ... <u>Number of decimal places used when calculating or posting interest is determined by the bank from time to time at its sole discretion and/or in accordance with our usual practice</u>
	3.2	Interest accrues daily and if the credit balance of the time deposit account is denominated in: ... <u>Number of decimal places used when calculating or posting interest is determined by the bank from time to time at its sole discretion and/or in accordance with our usual practice</u>
	4.13	Interest accrues daily and if your current/cheque account is denominated in: - ... - <u>Number of decimal places used when calculating or posting interest is determined by the bank from time to time at its sole discretion and/or in accordance with our usual practice</u>
	8.4	for the value given by the financial instrument <u>institution</u>

Terms and Conditions Applicable to Priority Banking, Personal Banking Privileged Plan and Easy Banking#	7.2	(a) shall be responsible ... International Roaming Services.; <u>except where it is caused directly by our negligence.</u>
Terms and Conditions for E-Statement Service#	4.1	professional advisors' fees) <u>which are of reasonable amount and reasonably incurred</u> by us
	4.2	<ul style="list-style-type: none"> <li>• (including all legal costs on an indemnity basis) <u>which are of reasonable amount</u></li> <li>• <u>reasonably incurred</u> by us</li> </ul>
Additional Terms and Conditions where part of the Facility is insured under Mortgage Insurance Programme Relating to Residential Mortgage, Equitable Mortgage and Relevant Legal Charge*	7a	expenses and fees <u>reasonably incurred</u>
	8.1c	and/or the Policy <u>except where it is caused directly by the negligence or wilful default of the Bank</u>
General Account Terms*	7.1(c), 7.3(b), 8(b)	gross negligence
	7.3(b)(ii)	may suffer or <u>reasonably incur</u>
	8	all <u>reasonable</u> Loss which the Bank may suffer
Conditions for Account*	3.1(b)(ii)	any damages, losses, costs, charges or expenses <u>which are reasonable and which the Bank may reasonably</u>
	3.1(e)(iv)	any loss <u>reasonably incurred</u> directly
	10	<ul style="list-style-type: none"> <li>• against all <u>reasonable</u> costs</li> <li>• <u>reasonably incurred</u> by the Bank</li> <li>• , provided that such costs and expenses are of reasonable amount and were reasonably incurred</li> </ul>
	17.4.1(iii)	by the Customer after receipt of the same ( <u>provided that the Bank shall be liable for its own negligence or wilful default</u> )
SmarTone Smart Credit Card Cardholder Agreement*	7(a)	the Bank's negligence <u>or wilful default</u>
Esprit Smart Credit Card Cardholder Agreement*		

MANHATTAN Platinum MasterCard / Titanium MasterCard / Gold MasterCard / Gold Co-branded MasterCard / MasterCard / Co-branded MasterCard Cardmember Agreement*	7(a)	the Company's negligence or <u>wilful default</u>
MANHATTAN Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA / id Platinum VISA / id Platinum MasterCard / id VISA / id MasterCard Cardmember Agreement*		
	7A(b)	expenses <u>reasonably</u> incurred
Terms and Conditions of InvestPro#	2.6.1	the negligence or <u>wilful default</u> of the Bank
Terms and Conditions for Securities Services#	22.3	howsoever arising <u>unless it is caused by the negligence or wilful misconduct of the Bank</u>
Terms and Conditions for Securities Services#	23.3	receive such communication <u>except where it is caused directly by the negligence or wilful default of the Bank</u>
	35(g)	all <u>reasonable</u> losses, damages
Investment Fund Services Terms & Conditions#	4.9	<u>gross</u> negligence
Premium Deposit Terms & Conditions#	4.3(c)	all <u>reasonable</u> claims, proceedings, liabilities
Debt Securities Services Terms & Conditions#	3.2	pursuant to this Agreement and the Bank will have no liability to the Customer should the Customer not be able to buy or sell the Debt Securities <u>except as a result of the Bank's negligence or wilful breach of duty</u>
	20.2	shall indemnify the Bank for any <u>reasonable</u> loss, cost or expense
Equity Linked Investment Services Terms & Conditions#	3.2	buy or sell the Equity Linked Investments <u>except as a result of the Bank's negligence or wilful breach of duty</u>
	20.2	shall indemnify the Bank for any <u>reasonable</u> loss, cost or expense
Currency Switching Terms & Conditions#	3.1(c)	all <u>reasonable</u> claims, proceedings, liabilities

	20.2(a)	by the Bank's <u>negligence or wilful misconduct</u>
	20.2	(d) the amount of Fees, expenses and balances payable or applicable under or in respect of the Transaction Documents <del>shall in the absence of manifest error be final, binding and conclusive evidence against the Customer. ;</del> <u>shall in the absence of manifest error be final, binding and conclusive evidence against the Customer.</u>
Terms and Conditions for Structured Deposits#	Risk Disclosure	any <u>reasonable</u> cost or losses
	Transactions	the Bank's <u>reasonable</u> costs and losses
	Early withdrawal or repayment	<ul style="list-style-type: none"> <li>• <u>reasonable</u> cost incurred</li> <li>• all <u>reasonable</u> costs, losses and damages</li> </ul>
Order Watching Service*	1(d)(2)	all reasonable claims, proceedings, liabilities
	4	<ul style="list-style-type: none"> <li>• <u>Except where it is caused directly by the negligence or wilful misconduct of the Bank,</u> I/We understand that the Bank</li> <li>• indemnified against all <u>reasonable</u> losses</li> </ul>
	10	I/We agree that the Bank reserves the right to, <del>without prior notice to me/us with a 30 days prior notice to me/us (or whatever shorter</del> <u>reasonable period of notice if the Bank considers it necessary),</u> modify, suspend or terminate the Service <del>at any time</del> for any reason whatsoever.
Overdraft Facility Secured by Unit Trusts – Section 5: Charge Over Securities##	5	<ul style="list-style-type: none"> <li>• <u>gross</u> negligence</li> <li>• <u>reasonable</u> claim</li> </ul>
	8	<u>gross</u> negligence
	10	<ul style="list-style-type: none"> <li>• <u>gross</u> negligence</li> <li>• for any <u>reasonable</u> payment, loss or damage.</li> </ul>
Overdraft Facility Secured by Unit Trusts – Section 6: Terms and Conditions of Overdraft Facility Secured by Unit Trusts##	5-12	Change in clause numbering to 6-13

	7	<ul style="list-style-type: none"> <li>• Change in paragraph number to 8</li> <li>• For all <u>reasonable</u> costs and expenses</li> </ul>
Additional Terms and Conditions for Shanghai – Hong Kong Stock Connect Securities Services <sup>##</sup>	Additional Tax Indemnity (iii)	<ol style="list-style-type: none"> <li>1. including reasonable attorneys' fees and expenses...</li> <li>2. joint and several, when and as <u>reasonably</u> incurred by such Indemnified Person...</li> </ol>
	4 (iii)	<ol style="list-style-type: none"> <li>1. the Bank shall not be liable for, any losses suffered or costs incurred by you</li> <li>2. and against, any losses-<del>suffered or costs</del> incurred by <u>the Bank you or costs incurred</u> by as a result of the bank</li> </ol>
Mortgage Facility Terms <sup>##</sup>	10.5	...See, for example, clause 33.11 <u>the relevant clause(s) in relation to v (Variation of our banking agreement) in the Customer Terms Client Terms.</u>

\* for banking services and products effective before 25 February 2009

# for banking services and products effective on or after 25 February 2009

## for banking services and products effective on or after 25 May 2010

## **Part F: Replacement of Terms & Conditions for Tele-electronic Banking Services**

The Terms & Conditions for Tele-electronic Banking Services shall cease to be effective from the effective date and some of the relevant clauses can be found in the Client Terms. For any documents that refer to this set of Terms & Conditions, please also refer to the Client Terms where applicable.

### **Meaning of words**

**Service** means the services provided by us which enable you to obtain information from us and give instructions to us by computer, telephone, personal digital assistant or other device linked to our system by any means (among other things).

## **Part G: General**

*You may visit any of our branches or visit our website at [www.sc.com/hk](http://www.sc.com/hk) to obtain a copy of the Client Terms on or after the effective date.*

*The above changes shall be binding on you if you retain or continue your banking relationship with us after the effective date. If you do not wish to accept the above changes, please refer to the applicable terms and conditions and let us know. We may however not be able to continue providing services to you if the above changes are not accepted.*

*For enquiry, please call our 24-hour Customer Service Hotline at 2886 8868.*

*If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.*

Standard Chartered Bank (Hong Kong) Limited  
March 2015

*Issued by Standard Chartered Bank (Hong Kong) Limited*