

Credit Card Terms

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Important notice

You need to read this document. It sets out specific terms and conditions on which we agree to provide you with credit card products. You must read it in conjunction with our Customer Terms, the product brochure and any other documents forming our banking agreement. To the extent of any inconsistency between these terms and our Customer Terms, these terms prevail. These terms do not apply to any existing credit card products you have with us to the extent that they are subject to separate terms and conditions.

Key words

The meaning of key words printed like this and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the products referred to in these terms are explained at the end of these terms.

1 Choosing the product that is right for you

We offer a variety of credit card products designed to suit your personal banking needs. The particular types of credit cards we offer are set out in the product brochures. If you need us to explain any of the features of, or the terms applying to, any credit cards, please contact us.

2 The credit cards

Issue of credit cards

- 2.1 We may issue a credit card to you and, if you ask, to each supplementary cardholder.
- 2.2 Please note that supplementary credit card will not be issued on the Just One Card.

Collection

- 2.3 We send the credit card (and any replacement credit card) to your address last notified to us.

Activation procedures

- 2.4 Each cardholder must comply with any activation procedures notified from time to time.

The terms of our banking agreement apply to each use of a credit card. If a cardholder does not agree with those terms, they should not sign the credit card or carry out any transaction.

Using the credit card

- 2.5 You accept the terms of our banking agreement when you first use the credit card.
- 2.6 You must ensure that only the person issued with a credit card uses it.

Supplementary cards

- 2.7 We send any supplementary cards, their PIN/password and all communications relating to them to you.
- 2.8 Any communication we give to you or any supplementary cardholder is taken to be given to all of you.
- 2.9 You and each supplementary cardholder agree to be bound by the instructions that any of you give us.

Co-brand cards

- 2.10 We may convert a co-brand card to another type of credit card.
- 2.11 We are not liable for any representations, promotions or obligations made by a business alliance partner.

Card issued by special arrangement

- 2.12 If the credit card is issued as part of a special arrangement with an association, we may:
 - Disclose information in connection with our banking agreement to the association; and
 - If you end our banking agreement your relationship with the association also ends. See clause 11.3 for more information.

3 Credit limit

Credit limit

- 3.1 We notify you of the credit limit when your application has been approved. We may vary the credit limit at any time. However, your credit limit will only be increased with your consent. We may consider the latest income information you have given us in connection with any product when varying the credit limit.
- 3.2 The credit limit is an overall limit that applies to all credit cards issued to you. If you ask, we may agree to arrange for a limit lower than the overall limit for a specific credit card.

Exceeding your credit limit

- 3.3 It is your responsibility to ensure that the credit limit is not exceeded.
- 3.4 In calculating whether the credit limit has been exceeded, we may take into account:
- Any transaction made using the credit card but which has not been debited from the account for a credit card; and
 - Any authorisation we have given to a third party in connection with a proposed transaction using the credit card.

Credit limit exceeded

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

4 Cash advance

How to obtain a cash advance

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

Maximum limit on cash advance

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

5 Balance transfer

- 5.1 If you ask, we may permit a balance transfer subject to any conditions we specify.
- 5.2 You should continue to make any required payments to the account from which you transfer a balance until we confirm that the account has been credited. We are not liable for any overdue payment or interest incurred relating to the account from which you transfer a balance.

6 Interest, fees and charges

- 6.1 Interest, fees and charges (including finance charges, cash advance fees, overlimit fees, annual fees and administrative fees) are set out in the tariff sheet.
- 6.2 Unless otherwise specified, interest is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year) and compounded on monthly basis or such other basis we choose.
- 6.3 Interest is charged until the date the balance owing is paid in full.
- 6.4 You must pay all costs such as debt collection fees we incur in connection with the credit card on demand.

7 Liability

General

7.1 You are liable for:

- Any failure by you or any cardholder to comply with the terms of our banking agreement;
- All transactions made using a credit card despite any dispute or claim you may make other than disputed transactions where you prove any failure by you or any cardholder to comply with the terms of our banking agreement;
- All transactions made using a credit card despite any dispute or claim you may make other than disputed transactions where you prove otherwise in accordance with clause 17 of the Customer Terms;
- The balance owing for the account for a credit card (including all amounts debited and credited to the account for the credit card by any supplementary cardholder); and
- Any transactions where we could otherwise have exercised chargeback rights if you do not notify us of the transactions and provide any further documents or information we require within the time periods required.

Disputes between you and supplementary cardholders

7.2 Our rights and obligations relating to you and each supplementary cardholder are not affected by any dispute or claim you and the supplementary cardholder may have against each other.

Purchase of goods or services

7.3 We are not liable for:

- The refusal of any merchant, financial institution or other person to accept the credit card; and
- Any defect or deficiency in goods or services supplied to you by any merchant, financial institution or other person.

You must resolve any complaint against any merchant, financial institution or other person and no claim against any of them may be set off against us.

Third party services offered with credit cards

7.4 Some types of credit cards give you access to services provided and paid for by third parties. For example, if you hold a Visa Gold Card or Visa Platinum Card you may have access to the International Emergency Assistance Service. You are liable for the cost of any medical, legal or other services provided under these third party services. You acknowledge that the third party service providers do their best to provide the services to cardholders and that the services may not always be available (for example, because of time, distance or location). Neither we nor the third party service provider, or in the case of the above example, Visa International Service Association, is liable to you for any loss in connection with any service or its unavailability.

7.5 We are also not liable to holders of a credit card with access to Emergency Cash Withdrawal for any loss they suffer if we are unable to give immediate effect to an Emergency Cash Withdrawal, replacement card or any other facilities we offer in connection with the credit card.

The Customer Terms include additional provisions relating to your liability to us and exclusions or limits on our liability. See, for example, "You indemnify us" and "Exclusion of liability".

8 Additional services for your account

8.1 We may offer additional services for your account. These may include reward programmes, balance transfer schemes, payment arrangements, card protection and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.

8.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.

8.3 We may upgrade your existing credit card to a new credit card on your application for the same. The following terms will apply specifically for the upgrade to the new credit card.

8.3.1 Your new (upgraded) credit card will be setup within 2 working days from your successful application for the same.

8.3.2 Your existing credit card will continue to remain active for upto 35 days after setup of new credit card, post which the existing credit card will be deactivated for all transactions and stand cancelled.

- 8.3.3 Statement for your existing credit card will continue to be generated till the time all outstanding balance on that credit card is cleared, even if this is beyond 35 days. You must make separate payment towards the existing credit card to clear the outstanding balance.
- 8.3.4 Statement generation and payment due date for the new credit card will be the same as that of the existing credit card.
- 8.3.5 Reward points earned on the existing credit card will be automatically transferred to the new credit card. Cashback (if applicable) earned on the existing credit card will have to be redeemed by you within 35 days from the Rewards 360 portal and will not be transferred to the new credit card.
- 8.3.6 All loan accounts (EMI & Loan on Card) setup on the existing credit card will automatically be transferred to the new credit card and will be reflected in the statement for the new credit card.
- 8.3.7 Credit card repayment instructions (SI / NACH) on the existing credit card will be transferred to the new credit card.
- 8.3.8 All bill payment instructions (biller payments like utility bill, telecom bills, etc.) setup on the existing credit card will not be transferred to the new credit card. You will have to re-register all the biller/s on the new credit card.

9 Payments

Payment by due date

- 9.1 On or before the due date set out in the statement we issue for your credit card, you must pay at least the minimum payment due as set out in the statement.
- 9.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.

Calculation of minimum payment

- 9.3 We calculate the minimum payment in accordance with our usual practice. Please refer to your statement or contact us for further information.

Currency of transactions

- 9.4 Subject to clause 10.1, if any transaction made using the credit card is not denominated in Indian Rupees, we convert the amount of the transaction to Indian Rupees in accordance with our usual practice and our banking agreement.

How we apply payments

- 9.5 We may (but need not) apply payments we receive to pay:
 - Fees, charges and interest shown on any statement; then
 - Any cash balance shown on the statement; then
 - Any other balance shown on the statement; then
 - Any cash transaction not shown on the statement; then
 - Other transactions on the account not shown on the statement.

What happens if you do not pay

- 9.6 If we do not receive the balance owing for the account for a credit card on or before the due date we may charge and debit from the account for a credit card finance charges as set out in the tariff sheet or elsewhere in our banking agreement.
- 9.7 If we do not receive the minimum payment on or before the due date:
 - You must pay a late payment charge as set out in the tariff sheet or elsewhere in our banking agreement;
 - You must not use the credit card until the minimum payment has been paid;
 - We may suspend your use of the credit card.

Payment in full if we ask

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

Refunds to the credit card account

9.10 We only credit a refund to the account for a credit card in connection with:

- A transaction made with the credit card; or
- A payment to the account for the credit card; or
- Any other credit owing to you,

when we receive the amount to be credited in India and in accordance with our usual practice.

Statement

9.11 If you think there is an error on your statement you must notify us in writing with details of the error within 21 days after the date of the statement. If you do not do so, we treat the statement as correct.

9.12 We need not issue a statement for your credit card if:

- No transaction has been recorded on the account for your credit card since the previous statement; and
- The account for your credit card has a credit balance of less than Rupees 250 or a debit balance of less than Rupees 100 on the date of the current statement.

10 Overseas transactions

10.1 If you use the credit card in Nepal or Bhutan, you can only use the credit card for transactions denominated in the local currencies or Indian Rupees but not in any foreign currency.

10.2 If you use the credit card overseas and exceed your foreign exchange entitlement, you should reimburse the amount claimed. We may report this to the Exchange Control Department.

10.3 Standard Chartered is committed to comply 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, and will not process transactions which involve these countries. Please note that you will not be able to contact us via phone banking, facsimile transmission, or emails, or access our website and online banking, and we will not be able to provide you with financial services if you are in these countries. We will also not process payment or trade transactions that involve these countries. Please refer to our website at <https://www.sc.com> for a current list of countries that are subject to economic sanctions.

11 Cancellation and termination

How to terminate

11.1 At any time we may choose to:

- Cancel or suspend your right to use the credit card or end the account for a credit card;
- Refuse to authorise any transaction for which you want to use the credit card; and
- Refuse to re-issue, renew or replace the credit card.

We need not give you any prior notice or reason for doing so. However, we notify you of any action we take.

11.2 At any time, you may end the account for a credit card by notifying us in writing.

What happens if the account is terminated

11.3 If you or we end the account for a credit card:

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

Termination of use of supplementary card by cardholder

11.4 Either you or a supplementary cardholder may end the use of a supplementary card by:

- Notifying us in writing; and
- Cutting the supplementary card in half so that the magnetic strip and hologram are no longer intact and return the supplementary card to us.

11.5 If the supplementary card is not returned to us, we may take prompt action in accordance with our procedures applicable to lost cards to prevent further use of the supplementary card. You may be liable for any transactions made using the supplementary card until it has been returned or until we are able to implement the procedures which are applicable to lost cards. We may impose any charges incurred from implementing such procedures.

Standing instructions

11.6 If you end the account for a credit card, it is your responsibility to cancel any standing instructions on the credit card.

12 Variation

12.1 If you are not comfortable with any changes we make to our banking agreement, you may terminate the account for a credit card in accordance with the procedure in clause 11.

12.2 If we notify you of any changes to our banking agreement in accordance with any applicable law and you keep or use the credit card, the account for the credit card or the PIN/password, you are taken to have agreed to the changes.

12.3 We rely on the information you give us at the time of your application for a credit card and on your every usage of the credit card. It must be correct, complete and not misleading. You must notify us, within 30 calendar days, if you become aware that any information you have given us changes, is incorrect or misleading.

13 Suspicious transactions

13.1 We need not honour suspicious transactions (and need not notify you if this is the case).

13.2 We may publish any information in connection with the credit card in the warning bulletin notifying the merchants to seize the credit card. We need not give any reason for doing so.

13.3 We may block the account for a credit card if we consider there is any credit or fraud risk.

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

13.5 Subject to applicable local laws, you hereby consent for Standard Chartered Bank or any of its affiliates (including branches) (collectively "the Bank") to share your information with domestic or overseas regulators or tax authorities where necessary to establish your tax liability in any jurisdiction pursuant to orders, agreements with regulators or authorities or otherwise.

14 Renewal and replacement of cards

You acknowledge that you have made a standing request for renewal and replacement of the credit card until you end the account for the credit card. However, any decision to renew or replace a credit card is at our discretion.

15 Upgrade of Credit Card

Specific Terms for Credit Card Upgrade:

- Your new (upgraded) card will be setup within 2 working days.
- Your existing card will continue to remain active for 35 days after setup of new card, post which the existing card will be de-activated for all purchase transactions.

Statements for your existing card will continue to be generated till the time all outstanding balance on that card is cleared, even if this is beyond 35 days. Separate payment must be made to the existing card to clear the outstanding balance.

- Payment due date for the new card will be the same as that of the existing card.
- Reward points earned on the existing card will be automatically transferred to the new card. Cashback (if applicable) earned on the existing card will have to be redeemed from the portal and will not be transferred to the new card.
- All loan accounts (EMI & Loan on Card) setup on the existing card will automatically be transferred to the new card.

- Card repayment instructions (SI / NACH) on the existing card will be carried forward to the new card.
- All Bill Payment instructions (biller payments like utility bill, telecom bills, etc.) setup on the existing card will not be transferred to the new card. You will have re-register all the Biller on the new card.

16 If you are a foreign national

If you are a foreign national leaving India permanently you must:

- Give us notice before you do so;
- Repay the balance owing for all your accounts for a credit card; and
- End each account for a credit card. (Also see clause 11.3.)

17 Meaning of words

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

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

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

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

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

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

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

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