

Quick Response (QR) Code Payment – Terms and Conditions

These **Terms** form a binding agreement between you and us and govern your access to and use of the **Quick Response (QR) Service**.

With the **QR Service**, you can send payments from your eligible *source account* to a **QR Payee** by simply scanning the **QR Payee's QR Code** using the SC mobile application installed on your *mobile device*. By making a **QR Transaction**, you agree to be bound by these **Terms**, as supplemented by and read together with the prevailing terms applicable to your *source account* with us, including the:

- (a) Client Terms
- (b) Retail Product Terms

In the event of any inconsistency, these **Terms** shall prevail over the **Relevant Terms**.

By agreeing, accessing or utilising the **QR Service** or part thereof, you agree to be bound by these **Terms**.

If you choose **NOT** to accept these **Terms** or any of its amendments, please do not proceed and immediately discontinue your access and/or use of the **QR Service**.

The meaning of key words printed in italicised fonts like *this* is explained in the **Relevant Terms**. Some additional key words that apply to the **QR Service** are printed in bold font like **this** and are defined below.

1. Definitions:

- a. **“QR Code”** means the unique two-dimensional barcode generated by us for the purpose of identifying a **QR Payee**.
- b. **“QR Transaction”** means a payment made to a **QR Payee** utilising this **QR Service** and includes:
 - i. payments for goods, services and/or bills to a billing organisation or merchant (**“Merchant QR Transaction”**); and
- c. **“QR Payee”** means the billing organisation or merchant (whether physical or online) that accepts payment for goods, services and/or bills via the **QR Service**; or
- d. **“Terms”** refer to these terms and conditions for the use of the **QR Service**.
- e. **“QR Service”** refers to the QR code service described in the preamble above.
- f. **“QR PIN”** means, for the purpose of accessing the **QR Service**:
 - i. the personal identification number given to or selected by you when you first activate your use of the **QR Service**; or

For the avoidance of doubt, the **QR PIN** shall be a *security code* as defined in the **Relevant Terms**.

- g. A reference to:
 - i. “we/us” means Standard Chartered Bank Kenya Limited and its permitted successors and assigns.
 - ii. “you” means the account holder of a *source account*.
 - iii. the singular includes the plural and vice versa.

2. This **QR Service** shall be a *funds transfer service* as defined in the **Relevant Terms**.

3. You may only execute a **QR Transaction** from one of the following *source accounts*:

- a. A KES *credit card* issued by us to you;

- b. A KES *debit card* issued by us to you; or
- c. A KES *current account* held in your sole name with us.

Depending on the type of **QR Code** and/or **QR Payee**, the specific *source account* from which you may execute a **QR Transaction** may be restricted.

4. To utilise the **QR Service**, you shall:
 - a. Designate your preferred *source account(s)* for **QR Transactions** (if applicable);
 - b. Scan the **QR Payee's QR Code** using the *mobile app*;
 - c. Enter the **QR Transaction** amount if necessary; and
 - d. Authorise the **QR Transaction** with your **QR PIN**.
5. By making a **QR Transaction** in the manner stipulated in clause 4 above, you are authorising payment to the **QR Payee**. You acknowledge that the **QR Transaction** will be processed and that your *source account* will be debited with the **QR Transaction** amount without requiring: (a) where the *source account* is a *credit card* or *debit card*, the *credit card* or *debit card* to be swiped at a magnetic strip reader of the *credit/debit card's* chip to be read by a chip terminal; or (b) in all cases, your signature or other *PIN/password* (other than the **QR PIN**) to authorise the **QR Transaction**.
6. You will not use the QR Service unless there are sufficient funds in the *source account*. The account balance in the *source account* shall exclude un-cleared cheques or remittances not received.
7. If any **QR Transaction** made is not denominated in the currency of the *source account*, we will convert the transaction amount to the currency of the *source account* at a rate we reasonably consider appropriate:
 - a. Where the source account is *credit card*, on the day the **QR Transaction** is posted to your *credit card* account; or
 - b. Where the source account is a *current account*, on the day the **QR Transaction** is effected.

In the case of 6(a), the exchange rate may differ from the rate in effect on the date of the **QR Transaction** due to market fluctuations. Any rate imposed is final and conclusive and you bear all exchange risks, loss, commission, and other bank costs which may be incurred as a result.

8. You are responsible for keeping your *security codes* confidential and preventing fraudulent or unauthorised usage of your *source account* through the **QR Service**. You are also responsible for ensuring that the details of each **QR Transaction** made using the **QR Service** and authorised by your entry of the **QR PIN** are accurate. You undertake to be liable for all **QR Transactions** that are debited from / posted to your *source account* via the **QR Service**, even if not authorised by you or if authorised by you in error.
9. You are prohibited from using the **Service** on any *electronic equipment* that you know or have reason to believe has had its security or integrity compromised (for example, where the device has been "jail broken" or "rooted"). You will be solely liable for any losses, damages and expenses incurred as a result of your use of the **QR Service** on a compromised *electronic equipment*.
10. At any time, we reserve the right to:

- a. impose or amend any maximum or minimum **QR Transaction** limits in connection with your use of the **QR Service**;
- b. refuse to allow your *source account* to be debited for the **QR Transaction** amount if we reasonably consider such refusal to be in your best interest;
- c. determine which *source account* will be eligible for use with the **QR Service**; or
- d. modify or discontinue, temporarily or permanently, the **QR Service**,

. You agree that we will not be liable to you or any third party for any block, restriction, suspension, disqualification or termination of your use of the *source account* or the **QR Service**.

11. We do not represent or warrant that the **QR Service** will be accessible at all times (due to regular maintenance, servicing or any other reason), or that any particular merchant will accept payments utilising the **QR Service**. We shall not be liable for any liability, loss, damage, cost and/or expenses whatsoever due to the availability or non-availability of the **QR Service**, any delay or failure in the making of a **QR Transaction**, or any loss, injury or inconvenience which you may suffer as a result of using the **QR Service**.

12. It is your responsibility to report to us immediately when you suspect or come to realise that:

- a. Your *electronic equipment* with which you use to access the **QR Service** has been lost, stolen or tampered with;
- b. Someone else knows your *security codes* including the **QR PIN**.
- c. There has been unauthorised access to your *source account*, *security codes*, *mobile app* or *electronic equipment* with which you use to access the **QR Service**.

You may do so by calling our Customer Service Hotline at 3293900 or by notifying us in writing.

13. We are not liable for:

- a. The refusal by any **QR Payee** to accept a **QR Transaction**; and
- b. Any defect or deficiency in the goods or services supplied to you by a **QR Payee**, through your use of the **QR Service**.

You acknowledge that our ability to assist you with resolving any complaint or dispute that you may have with any **QR Payee** is limited and dependent on different factors including but not limited to the nature of the dispute or complaint and the payment network on which the **QR Transaction** was made. Accordingly, where we are unable to help, you agree to resolve any complaint or dispute against any **QR Payee** directly.

14. We may amend these terms at any time by posting the updated **Terms** on our website, or by notifying through any other means as we may determine. By continuing to use the **Service** after our posting and/or notifying you of the updated **Terms**, you shall be deemed to have accepted the updated **Terms**.

15. These **Terms** are governed by the laws of Kenya and parties submit to the non-exclusive jurisdiction of the courts of Kenya.