

**Standard Chartered Saadiq Berhad  
SME Debit Card-i  
Terms and Conditions**

**1. INTRODUCTION**

- 1.1 These Terms and Conditions set out the terms and conditions on which the Bank agrees to provide the Customer with the Card(s) issued by the Bank to the Cardholder(s) pursuant to the instructions in the Application Form.
- 1.2 The Standard Terms and Account Terms (collectively referred as the “Principal Terms”) are incorporated into these Terms and Conditions and will apply to the Cardholders.
- 1.3 In the event of conflict between the Principal Terms and these Terms and Conditions, these Terms and Conditions shall prevail.

**2. DEFINITIONS**

- 2.1 In these Terms and Conditions:

“**Account**” means the Malaysia Ringgit current account maintained in the name of the Customer with the Bank and designated by the Bank to be debited in connection with the use of the Card;

“**Account Allocated Amount**” at any time means the total of:

- (a) the Transaction Allocated Amount; and
- (b) the total amount out of the Credit Balance which the Bank has allocated and set aside at that time in respect of all transactions (other than Card Transactions) proposed to be effected on or in respect of the Account;

“**Account Statement**” means:

- (a) a statement rendered by the Bank reflecting the amounts debited from and/or paid to the Account stated in such statement; and
- (b) such statement may take any form and may be constituted by data stored in any electronic medium or system and transmitted through any computer system or facsimile machine;

“**Agreement**” means the Terms and Conditions and the Application Form;

“**Application Form**” means the application form for the SME Debit Card-i(s) completed by the Customer and Cardholder(s) and submitted to the Bank;

“**Available Credit Balance**” in relation to the Account means the amount by which the Credit Balance exceeds the aggregate of:

- (a) the total amount of all cheques and/or bills which have been credited to the Account but which have not been cleared or collected; and
- (b) the amount of the Account Allocated Amount on the Account;

“**ATM**” means the automated teller machine or any card-operated machine which accepts the Card, including but not limited to machines belonging to the Bank or to the MasterCard Cirrus ATM network or to the MEPs Shared ATM Network or to the HOUSE Shared ATM Network.

“**Bank**” means Standard Chartered Saadiq Berhad, its successors and assigns;

“**Card**” means:

- (a) any card issued by the Bank as a debit card to a Cardholder pursuant to the instructions in the Application Form; and
- (b) which bears the name “MasterCard” or “VISA” and/or the service mark of MasterCard or VISA and any replacements or renewals thereof;

“**Card Particulars**” in relation to any Card, means the Card number, expiry date and name embossed on the Card, and the PIN of the Card;

“**Card Transaction**” means any payment made or transfer effected or Cash Withdrawal obtained by, through or from the use of the Card and/or the Card Particulars of the Card, including but not limited to online, mail, telephone or facsimile orders or reservations, regardless of whether a sales draft or other voucher or form is signed by the Cardholder;

“**Cardholder**” in relation to any Card, means the individual to whom the Card is issued and whose name appears on the Card;

**“Cardholder Information”** means: any and all information in respect of:

- (a) the Cardholder;
- (b) the Account;
- (c) the use of the Card;
- (d) the Cardholder’s financial affairs and/or standing;
- (e) any of the products, services and facilities offered, granted or made available by the Bank to the Cardholder from time to time (as may be withdrawn, added to or modified by the Bank in its discretion);
- (f) any transactions or dealings between the Bank and the Cardholder; and
- (g) any agreements between the Bank and the Cardholder;

**“Cash Withdrawal”** means a disbursement of funds in any currency, in cash, by way of transfer by phone, electronically or any other means to a bank account or by way of any other form of payment to any party, obtained through the operation of the Account or by the use of the Card at ATMs, the Bank, any Merchant or other participating banks or financial institutions;

**“Credit Balance”** at any time in relation to the Account means the balance in favour of the Customer on the Account at that time;

**“Customer”** means the applicant of the Card;

**“Customer Information”** means any and all information in respect of:

- (a) the Customer;
- (b) the Account;
- (c) the use of the Card;
- (d) the Customer’s financial affairs and/or standing;
- (e) the beneficial owners and beneficial ownership of the Account;
- (f) any of the products, services and facilities offered, granted or made available by the Bank to the Customer from time to time (as may be withdrawn, added to or modified by the Bank in its discretion);
- (g) any transactions or dealings between the Bank and the Customer; and
- (h) any agreements between the Bank and the Customer;

**“MasterCard”** means MasterCard International Incorporated;

**“Merchant”** means any person with whom the Bank or any member or licensee of MasterCard or VISA has a subsisting agreement relating to the use and/or acceptance of any Card in payment to such person whether for goods, services or charges incurred;

**“Overdrawn Balance”** in relation to the Account means the balance in favour of the Bank on the Account, if any;

**“PIN”** in relation to any Card means the Personal Identification Number issued to or selected by the Cardholder in relation to that Card;

**“Related corporation”** shall have the meaning ascribed thereto in the Companies Act, 1965;

**“Terminal”** means any computer or electronic equipment and includes an ATM;

**“Terms and Conditions”** means these terms and conditions, as may be amended from time to time;

**“Transaction Allocated Amount”** at any time means the total amount out of the Credit Balance which the Bank has set aside or allocated at that time in respect of all the Card Transactions effected or proposed to be effected;

**“Transaction Limit”** in relation to the Account or any Card, means:

the limit prescribed by the Bank at its discretion from time to time, up to which the total amount debited (or attempted to be debited) to the Account for the purpose of any Card Transactions by or through the use of such Card and/or the Card Particulars may reach before the Bank refuses to authorise or approve any further Card Transactions by or through the use of such Card and/or the Card Particulars. Such limit may be set by reference to a period of time or any other parameters as the Bank considers appropriate.

**“VISA”** means VISA International Service Association.

- 2.2 Words referring to the singular number include the plural number and *vice versa*. Words referring to the masculine gender also refer to the feminine and neuter genders.
- 2.3 Reference to a person includes reference to a sole proprietor, partnership firm, company, corporation or other entity.
- 2.4 Reference to a Clause is to a clause of these Terms and Conditions.
- 2.5 The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of this Agreement.

### **3. THE CARD AND PIN**

- 3.1 Upon the Bank's approval of the Application Form, the Bank shall send to the Cardholder the Card and/or the PIN and any renewal or replacement thereof by post to the address of the Customer in the records of the Bank at the sole risk of the Customer.
- 3.2 Upon receipt of the Card, the Cardholder must sign on the Card immediately.
- 3.3 The Card can only be used by the Cardholder whose name appears on the Card.
- 3.4 All facilities made available by the Bank to the Cardholder in respect of the Card are subject to these Terms and Conditions and all other agreements, notices or other documents arising out of or in connection with the Agreement.
- 3.5 The Card shall remain the property of the Bank at all times and is not transferrable.
- 3.6 At the request of the Bank, the Customer and/or the Cardholder(s) must immediately return the Card(s), cut in halves, to the Bank.

### **4. USE OF CARD AND CARD PARTICULARS**

- 4.1 The Cardholder may use the Card and/or the Card Particulars to carry out Card Transactions, subject to these Terms and Conditions and to such terms, conditions, requirements, limitations and procedures as may be imposed or established by the Bank, any Merchant, or MasterCard or VISA from time to time.
- 4.2 The Customer and the Cardholder must ensure that during the validity period printed on the Card or such other validity period as may be determined by the Bank in the Bank's discretion, no one other than the Cardholder uses the Card or the Card Particulars and neither the Card nor the Card Particulars are used for any unlawful purpose.
- 4.3 The Customer acknowledges and agrees that the Cardholder must be an existing authorised signatory of the Customer who is authorised to operate the Account in the records of the Bank.
- 4.4 The Customer acknowledges and agrees that the maximum number of Cards that can be issued under the Account is ten (10) Cards only.
- 4.5 The Customer agrees that the Cardholder is authorised to use the Card to draw on the Account, and to perform any transactions as may be made available by the Bank under the Card whether such transactions be conducted by:
- (a) the Cardholder's signature;
  - (b) any other means or services made available from time to time to the Customer by the Bank.

### **5. TRANSACTION LIMIT AND AVAILABLE CREDIT BALANCE**

- 5.1 The Bank may at its discretion set a Transaction Limit and/or modify the Transaction Limit for the time being.
- 5.2 In calculating whether the Transaction Limit has been exceeded, the Bank may take into account:
- (a) the amount of any Card Transaction which the Cardholder has carried out but which has not been debited from the Account; and
  - (b) any authorisation given by the Bank to a Merchant or any other person in respect of an anticipated Card Transaction.

- 5.3 Upon being informed (whether by the Merchant or any other person) that any Card Transaction or any other transaction is proposed to be effected or completed on the Account:
- (a) the Bank may allocate and set aside out of the Available Credit Balance such amount as may be estimated by the Bank to be the amount for which that Card Transaction is likely to be effected or completed; or
  - (b) the Bank may decline the withdrawal or use of any amounts so allocated and set aside.
- 5.4 Any amount allocated and set aside pursuant to Clause 5.3 with respect to any proposed Card Transaction:
- (a) may be set aside for so long as the Bank may determine to be appropriate in the circumstances;
  - (b) may not be the exact amount for which that Card Transaction is effected; and
  - (c) shall not restrict or limit the Bank's right to debit the Account with the amount of that Card Transaction regardless of whether the amount is the same as the amount the Bank had allocated and set aside.

## 6. THE ACCOUNT

- 6.1 If the Card Transaction is denominated in a currency other than the currency of the Account:
- (a) the Bank shall be entitled to convert the currency of the Card Transaction into the currency of the Account, at such rate(s) of exchange and in such manner as may be determined by the Bank at its discretion and debit such sum as converted by the Bank from the Account; and
  - (b) any risk or loss arising from conversion of any amount from one currency to another or from any fluctuation in any exchange rates shall be borne by the Customer.
- 6.2 The Card number embossed on the Card may not correspond to the Account number.
- 6.3 If the Bank approves any request by the Customer to designate another account maintained with the Bank as the "Account" for the purpose of the Agreement instead of the existing Account, that other account shall be the Account for the purpose of the Agreement with effect from such date as the Bank may at its discretion determine. The Customer acknowledges that this Agreement shall continue to apply with respect to any Card Transaction for which amounts have been allocated and set aside with respect to the previous Account.
- 6.4 The Customer acknowledges and agrees that the Cardholders will be able to view the account balances in respect of the Account.
- 6.5 Notwithstanding anything to the contrary in any other agreement with the Customer (whether alone or with any other person(s), if any) relating to the Account:
- (a) the Bank shall be entitled to retain the whole or any part of the Available Credit Balance on the Account for a period of 30 days from the date when the Account is closed (whether at or in the absence of the Customer's request);
  - (b) the rights conferred on the Bank under the Agreement shall not cease or determine after the closure of the Account and/or the termination of the use of any Card(s) or the Agreement;
  - (c) the Bank shall be entitled to continue to debit the Account with respect to any fees or charges and/or Card Transactions effected whether before or after the closure of the Account and/or the termination of the use of any Card(s) or the Agreement; and
  - (d) the Customer's liability to the Bank under the Agreement for any balance due to the Bank on the Account shall continue, notwithstanding the closure of the Account and/or the termination of the use of any Card(s) or the Agreement.

## 7. LOSS / THEFT OF CARD / DISCLOSURE OF CARD PARTICULARS

- 7.1 The Cardholder must ensure that the Card is kept in a secure location and exercise due care and diligence to prevent its loss or theft.
- 7.2 The Cardholder must not disclose, and must take all care to prevent from becoming known, the Card Particulars of any Card to any other person (other than any Merchant for the purpose of effecting a Card Transaction).

- 7.3 For example, the Cardholder must:
- not record any PIN except where it is disguised in a way that others are not able to decipher it;
  - not to let anyone to use the Card and/or the Pin;
  - take all reasonable steps to keep the Card safe and the Pin secret;
  - never write the PIN on the Card or anything usually kept with it;
- 7.4 The Cardholder and/or the Customer must notify the Bank at its contact centre as soon as they:
- become aware that their Card may have been lost or stolen; or
  - suspect that someone knows their PIN; or
  - their account includes an item which seems wrong.
- 7.5 If the Card is lost or stolen or the Card Particulars are disclosed to a third person or any Card Transaction has been effected without the authorisation of the Customer and the Cardholder, the Customer and/or the Cardholder must immediately:
- notify and give the Bank a written confirmation; and
  - lodge a police report,
- in respect of such loss, theft, disclosure or unauthorised Card Transaction.
- 7.6 The Customer and/or the Cardholder must provide the Bank with all information as to the circumstances of the loss or theft of the Card, disclosure of Card Particulars or unauthorised Card Transaction and render such assistance as the Bank may require.
- 7.7 Once the Customer and/or the Cardholder has notified the Bank pursuant to Clause 7.5, the Cardholder must not make use of the Card or the Card Particulars of the Card thereafter.
- 7.8 If any lost or stolen Card is recovered, the Cardholder must immediately return to the Bank the Card cut in halves without using it.
- 7.9 The Bank may, in its absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge such administrative fee specified in Clause 8.2(c).

## 8. CHARGES AND FEES

- 8.1 The Customer must be aware of and understand the fees and costs referred to in these Terms and Conditions that may be payable by the Customer in connection with the Card. These are set out in the tariff of fees and charges which is available at the Bank's website at [www.standardchartered.com.my](http://www.standardchartered.com.my) or by contacting the Bank at one of its branches.
- 8.2 The Customer agrees that the Bank is entitled to charge and debit from the Account:
- an annual membership fee for the Card. The Bank will provide the Customer with 30 days' notice prior to debiting the said fee;
  - an overdrawing fee as determined by the Bank in its sole discretion, if the Account becomes overdrawn without the prior authorisation of the Bank;
  - an administrative fee for the replacement of any Card or for the provision of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card or Account and copies thereof at the request of the Customer; and
  - any fees and/or charges for any service or facility provided by the Bank or for any action taken by the Bank in connection with the Account.
- 8.3 The Customer shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under these Terms and Conditions and/or the Agreement including stamp duty, and the Bank may debit the amount of such tax and stamp duty from the Account.
- 8.4 The Bank shall be entitled to debit the Account at any time in respect of any sum howsoever due or owed by the Customer to the Bank (whether in respect of any Card Transaction, or as fees, charges or otherwise) notwithstanding that an Overdrawn Balance would result therefrom.



- 8.5 All fees and charges to be paid by the Customer under these Terms and Conditions and/or the Agreement are not refundable in any event.
- 8.6 All charges payable under these Terms and Conditions and/or the Agreement shall be calculated with reference to a year of 365 days; and
- 8.7 The Bank may determine and/or vary at any time the amounts, rates and/or basis of calculation of all fees and charges provided by these Terms and Conditions and/or the Agreement to be paid by the Customer. If the Bank does so, the Bank will give the Customer notice in accordance with the Bank's usual practice and in accordance with any applicable law.
- 8.8 All charges payable under these Terms and Conditions and/or the Agreement are payable by the Customer after as well as before judgment.

## 9. LIABILITY FOR CHARGES

- 9.1 The Customer is liable for and must pay the Bank on demand the outstanding balances incurred by all Cardholder(s) including all fees and charges debited to the Account in accordance with these Terms and Conditions and any other agreement between the Customer and the Bank, whether before or after the close of the Account and/or termination of the use of any Card(s).
- 9.2 If:
- (a) the Card is lost or stolen; or
  - (b) the Card Particulars are disclosed to a third person; or
  - (c) any Card Transaction has been effected without the knowledge and/or authorisation of the Customer and the Cardholder,

the Customer shall remain liable for all Card Transactions effected before the Bank receives notification of such loss, theft, disclosure or unauthorised Card Transaction given in accordance with Clause 7.5.

- 9.3 The Customer will be liable for all charges and losses incurred if the Customer and/or the Cardholder act fraudulently or such charges and losses are due to the Customer and/or the Cardholder's wilful misconduct or gross negligence.
- 9.4 Without affecting the terms under Clause 9.2, if there is a disputed transaction involving the Card and/or Card Particulars and the Card was delivered to the Cardholder, the Customer and/or the Cardholder must prove that the Card was not used by the Cardholder at the time the disputed transaction was entered into or recorded (otherwise the Customer is liable).

## 10. VARIATION/TERMINATION OF USE OF CARD AND ACCOUNT

- 10.1 The Bank is entitled, in its absolute discretion, at any time without giving any reason and without any liability to the Customer and/or the Cardholder to:
- (a) modify or vary any or all of the services, functions and facilities available through the use of any Card or the Card Particulars of any Card;
  - (b) permit a Card Transaction to be effected (even if the Transaction Limit has been or will be exceeded and even if the Available Credit Balance is less than the amount of the Card Transaction);
  - (c) refuse to authorise any Card Transaction (even if the Transaction Limit has not been and will not be exceeded and even if the Available Credit Balance exceeds the amount of the Card Transaction);
  - (d) cancel or suspend the Cardholder(s)' right to use the Card(s) and/or Card Particulars of any Card(s) in respect of specific facilities;
  - (e) terminate or suspend the Cardholder(s)' right to use the Card(s) and/or Card Particulars of any Card(s) entirely; or
  - (f) refuse to re-issue, renew or replace the Card(s), which will not, in any case, affect the Customer's or the Cardholder's obligations under the Agreement.
- 10.2 Without affecting terms under Clause 10.1, the Bank may carry out the actions described in Clauses 10.1(e) or 10.1(f) upon the occurrence of any one or more of the following events:

- (a) the Customer's insolvency, winding up or being placed in liquidation, administration, judicial management or receivership; or
- (b) the Cardholder(s)' bankruptcy, death or other legal incapacity; or
- (c) if, in the Bank's opinion, the Customer and/or the Cardholder(s) are in breach of the Agreement.

10.3 Where the Bank carries out the actions described in Clauses 10.1(e) or 10.1(f):

- (a) the Bank shall be entitled to immediately debit from the Account all Card Transactions which the Cardholder has effected at any time before such actions of the Bank, including Card Transactions which have not been debited from the Account as of such time; and
- (b) the Cardholder must immediately cease to use that Card or the Card Particulars of that Card and must return to the Bank the Card cut in halves.

10.4 The Customer may terminate all or any of the Card(s) at any time by giving the Bank written notice of termination.

10.5 The Customer agrees that it shall terminate a Card if the Cardholder in respect of the Card ceases to hold any position with the Customer or otherwise ceases to be authorised to use the Card. For the avoidance of doubt, the Bank may terminate any Card pursuant to the instructions of the Customer.

10.6 The Cardholder may terminate the use of the Card by giving the Bank written notice of termination;

10.7 If the Cardholder ceases to hold any position with the Customer or otherwise cease to be authorised by the Customer to use the Card:

- (a) the Customer and/or the Cardholder must immediately notify the Bank; and
- (b) the Customer must request in writing the Card issued to the Cardholder concerned to be cancelled.

Until the Card is cancelled by the Bank, the Customer is liable for all fees, charges and other sums incurred and charged to the Card held by the Cardholder concerned.

10.8 The closure of the Account and/or the termination of the use of the Card(s) for any reason shall not affect the Agreement, which shall continue to subsist with full force and effect with respect to all fees and charges which may have accrued and which may accrue in the future in accordance with these Terms and Conditions and in relation to the use of any and all Cards.

## 11. EXCEPTIONS AND EXCLUSIONS

11.1 The Bank shall not be responsible for:

- (a) any goods or services supplied by any Merchant; or
- (b) the quality, performance or delivery of such goods or services; or
- (c) any benefits, discounts or programmes of any Merchant which may be made available or introduced by the Bank to the Cardholder.

11.2 The Bank shall be entitled to debit from the Account all Card Transactions regardless of:

- (a) the non-delivery or non-performance of such goods or services; or
- (b) any defect in such goods or services; or
- (c) the failure of any Merchant to provide or make available to the Cardholder any of the aforementioned benefits, discounts or programmes

11.3 If the Cardholder has a complaint against any Merchant:

- (a) the Cardholder shall seek redress in respect of such complaint from the Merchant directly; and
- (b) the Customer's liability to the Bank will not be affected by any dispute or counterclaim or right of set-off which the Cardholder may have against such Merchant.

11.4 The Bank is not responsible or liable in any way to the Customer and/or the Cardholder in respect of any loss arising directly or indirectly from:

- (a) (i) the Card not being accepted or honoured by any Merchant, bank, financial institution or third party for any reason whatsoever; or

- (ii) dispute or counterclaim which the Customer or Cardholder may have against any Merchant; or
- (iii) if the Bank refuses to authorise any Card Transaction for any reason;
- (b) the delay or the inability of the Bank to perform its obligations under this Agreement due, directly or indirectly, to:
  - (i) the failure of any machine;
  - (ii) the failure of system of authorisation;
  - (iii) the failure of data processing;
  - (iv) the failure of communication system; or
  - (v) the failure of transmission link; or
  - (vi) industrial dispute, war, or anything outside the Bank's control or the control of the Bank's servants, agents or independent contractors;
- (c) the use of or inability to use the Card in any manner whether or not as a result of any malfunction of a Terminal;
- (d) any injury to the credit, character and reputation of the Customer and/or the Cardholder arising from any repossession of the Card or any request for its return under the Agreement;
- (e) any Card Transaction and the utilisation of any facilities in connection with the Card and/or the Account effected by a person not entitled or authorised to do so;
- (f) any damage to or loss of or inability to retrieve any data or information that may be stored in any Card or any microchip or circuit or device in any Card; and
- (g)
  - (i) any delay in the release of any amount allocated and set aside in the Account; or
  - (ii) the failure by the Bank to follow any payment instruction given by the Customer and/or the Cardholder(s) due to:
    - (aa) insufficient available funds in the Account; or
    - (bb) insufficient available funds arising from the Bank allocating and setting aside amounts in the Account; or
    - (cc) the delay in releasing such setting aside.

## 12. VARIATION OF THE TERMS AND CONDITIONS

- 12.1 The Bank is entitled to amend, vary or modify the Terms and Conditions at any time either:
- (a) by giving the Customer and the Cardholder(s) written notice; or
  - (b) by publishing the revised T&C's on the bank's website; such changes so notified will be binding on the Customer and the Cardholder(s) with effect from the date as the Bank may specify in accordance with the applicable law and/or regulation, if any.
- 12.2 If the Customer and/or the Cardholder(s) do not accept any such changes to the Terms and Conditions:
- (a) the Customer shall terminate the use of the Card in accordance with Clause 10.4 and 10.5; and
  - (b) the Cardholder(s) shall immediately discontinue any use of the Card.
- 12.3 If the Cardholder retains or uses the Card or the Card Particulars after the Bank has given the Customer and the Cardholder notice of any changes in the Terms and Conditions, the Customer and the Cardholder will be deemed to have accepted and agreed to such changes without reservation.

## 13. DISCLOSURE

- 13.1 In addition to the Bank's disclosure rights in the Principal Terms, the Bank may disclose Customer Information and Cardholder Information to:
- (a) any Merchant; or
  - (b) any member institution of MasterCard or VISA.



13.2 The Bank's rights to disclose Customer Information and Cardholder Information under the Principal Terms and this Clause 13 will continue even if the Account is closed or the use of any Card is terminated or the Agreement is terminated.

#### 14. CONCLUSIVENESS OF DOCUMENTS

14.1 The Customer and Cardholder(s) agree that any document relating to any Card Transaction with the signature of any Cardholder shall be conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorised and properly made or effected by the Cardholder.

14.2 If the Customer does not notify the Bank in writing of any error or inaccuracy in any Account Statement within 14 days:

- (a) from the date of his receipt of such Account Statement; or
- (b) the date when such Account Statement shall have been deemed received by the Customer: such Account Statement shall constitute conclusive evidence as against the Customer that every Card Transaction stated therein has been effected by and duly approved and authorised by the Cardholder.

14.3 Notwithstanding Clause 14.2, nothing shall prevent the Bank from rectifying any errors or omissions in any statement or advice, and any statement or advice so rectified shall be binding on the Customer.

#### 15. REWARDS PROGRAMME

The Bank may from time to time offer a rewards programme in connection with the use of the Card(s), and any such rewards programme shall be subject to such additional terms and conditions as the Bank may at its sole discretion prescribe from time to time.

#### 16. GENERAL

16.1 The Customer must indemnify and keep the Bank fully indemnified against the following, except those proven to be due to the Bank's own error:

- (a) all claims, demands, actions and proceedings which may be made against the Bank;
- (b) damage, liability, loss, cost and expense (including legal costs on a full indemnity basis) which the Bank may incur, sustain or suffer, whether directly or indirectly, arising from or in connection with:
  - (i) the use or misuse of the Card or the Card Particulars with or without the Customer's knowledge or authority; or
  - (ii) the negligence, misconduct or breach of any term and/or condition of the Agreement on the part of the Customer and/or the Cardholder(s); or
  - (iii) recovering or attempting to recover any Card and/or any sum due to the Bank on the Account or under or in connection with the Agreement; or
  - (iv) any matter otherwise arising out of or in connection with the Agreement.

16.2 Without affecting Clause 18.8, the Customer agrees that the Bank is authorised, but shall not be obliged, to act on the instructions of the Customer and/or Cardholder given by:

- (a) the Customer and/or the Cardholder; or
- (b) a person authorised by the Customer and/or the Cardholder by telephone or facsimile transmission or other means of telecommunication ("telecommunication instructions") which is believed by the officer or employee of the Bank attending to such instruction or request to have been given or made or authorised by the Customer and/or the Cardholder.

The Bank shall not be liable to the Customer or the Cardholder for any loss or damage arising as a consequence of its acting on or acceding to any such instruction or request.

16.3 None of the following shall impose upon the Bank any obligation to effect deduction or Card Transaction in respect of each and every month or period:

- (a) the acceptance or approval by the Bank of any instruction or arrangement for any monthly or periodic payment of any charge of any Merchant by monthly or periodic deduction effected on the Account or in respect of any monthly or periodic Card Transaction;

- (b) the execution by the Bank of any such deduction in respect of any month or period.
- 16.4 The use of any Card is also subject to other terms and conditions governing the use of other facilities or benefits which may from time to time be made available.
- 16.5 The Customer and the Cardholder(s) are not entitled to assign all or any part of their rights under the Agreement. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under the Agreement.
- 16.6 If any one or more of the provisions of the Agreement or any part thereof is illegal, invalid or unenforceable under any applicable law in any jurisdiction, it will not affect the legality, validity or enforceability of the remainder of the Agreement in such jurisdiction nor the legality, validity or enforceability of the Agreement in any other jurisdiction.
- 16.7 The remedies under these Terms and Conditions are cumulative and are not exclusive of the remedies provided by law.
- 16.8 (a) The Bank's failure or delay to exercise its rights and remedies under the Agreement is not deemed to be a waiver or partial waiver thereof by the Bank;
- (b) No waiver by the Bank of any breach of the Agreement by the Customer and/or the Cardholder will be considered as a waiver of any subsequent breach of the same or any other provision of the Agreement.
- 16.9 (a) The Customer and/or the Cardholder shall be bound by all terms and conditions governing the use of such facilities, benefits or services which may from time to time be made available to the Customer and/or the Cardholder in connection with the Account.
- (b) In the event of a conflict between these Terms and Conditions and such other terms and conditions, the former shall prevail and the latter shall be deemed to be modified so far only as it is necessary to give effect to these Terms and Conditions.
- 16.10 The Customer shall receive the Account Statement on monthly basis.
- 16.11 The Customer is advised to retain the copy of sales drafts or transaction slips against the records on the Account Statement.
- 16.12 The Agreement is governed by the laws of Malaysia.
- 16.13 The Customer and the Cardholder(s) each hereby submits irrevocably to the nonexclusive jurisdiction of the courts of Malaysia with respect to any claim or dispute concerning or arising from the Agreement or any Card Transaction.
- 16.14 If the Customer is dissatisfied with the Bank's service, the Customer may lodge a complaint to the Bank so that the Bank can try and put things right. The Customer can get more details on how and where to make a complaint at any of the Bank's branches or at the Bank's website at [www.standardchartered.com.my](http://www.standardchartered.com.my).

[End of Clauses]