

## TERMS AND CONDITIONS FOR USING YOUR CARD THROUGH A DIGITAL WALLET

- 1) These terms and conditions (“Digital Wallet Terms”) form a binding agreement between you and the Bank and govern your access to and use of your Card through a Digital Wallet.
- 2) By proceeding to enroll your Card to the Digital Wallet, you agree to be bound by these Digital Wallet Terms. If you do not agree to these Digital Wallet Terms, then you should not enroll your Card to, or use your Card in connection with, the Digital Wallet.
- 3) These Digital Wallet Terms , are additional to, and must be read together with the prevailing terms applicable to your Card and/or accounts with us, including the:
  - a. Client Terms;
  - b. The applicable Credit Card Terms;
  - c. Privacy Statement (collectively, the “Relevant Terms”).

## ENROLLMENT ELIGIBILITY AND USE OF YOUR CARD THROUGH A DIGITAL WALLET

- 4) To enroll a Card, please follow the enrollment instructions set out in the Digital Wallet. Your enrollment will be declined if the card is not eligible for this service, you fail the authentication process, or if your Card or underlying Card account is not in good standing or conducted in a proper or satisfactory manner as determined by us in our absolute discretion. During enrollment, you must provide us with accurate, complete and updated information. You must immediately notify us in the event of any change in the information provided. You are responsible for any consequences if inaccurate, incomplete or outdated information is used for enrollment.
- 5) For Card accounts which have supplementary cards, only the principal card should be enrolled. We will treat any enrollment of the supplementary card, and any amounts charged to the supplementary card through the Digital Wallet, as transactions on the Card by the principal cardholder, and the charges may be reflected as such in the statements for such Card accounts. We will send all notifications only to the principal cardholder’s registered mobile phone number with us, and this includes any verification or authentication messages on which action may be required. If action is required, we may choose to only accept a response from the principal cardholder or via the principal cardholder’s mobile phone failing which a pending enrollment or transaction may be rejected.

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- 6) A Card enrolled to the Digital Wallet can be used to make contactless payments at merchants who accept such contactless payments by the Digital Wallet, or an “in-app” purchase where payment by the Digital Wallet is accepted. Such payment must be made on your Device rather than transacting with your physical Card. We may impose a cap on the amount per transaction paid through the Digital Wallet.
- 7) We currently do not impose any additional fees for using your Card through the Digital Wallet. However, your telecommunications or wireless provider may impose web-enablement, data usage, text messaging fees or other charges for your use of the Digital Wallet. You shall be solely responsible for such charges. If you are traveling overseas, you should ensure you fully understand what and how much these charges are.
- 8) We will determine, in our sole discretion, which Cards will be eligible for use through the Digital Wallet. We reserve the right to decline any enrollment of a Card to a Digital Wallet. If you have multiple Cards an enrollment of a Card does not mean that your other Cards will be automatically allowed to be enrolled to the Digital Wallet.

#### **AVAILABILITY OF DIGITAL WALLET**

- 9) The Digital Wallet is made available by the Digital Wallet Provider on compatible Devices. We are not responsible for the performance or usage of the Digital Wallet if they relate to how the Digital Wallet works or some other system that the Digital Wallet Provider uses because they are solely managed by the Digital Wallet Provider which includes but is not limited to (i) the performance or operation of your Device; (ii) the performance or operation of the Digital Wallet; and (iii) if the Digital Wallet Provider stops or suspends you from using the Digital Wallet or your Device no longer works with the Digital Wallet.

#### **LIABILITY**

- 10) You are responsible for keeping your Security Code confidential and preventing fraudulent or unauthorised usage of your Card through the Digital Wallet or Device. These include choosing a strong login password, keeping your login password confidential and ensure that you do not store anyone else’s finger print within your Device. Examples of how to keep your Security Credentials safe are set out in our guidelines and terms and conditions that we or the Digital Wallet Provider may issue from time to time. You must read through these carefully and ensure you follow them.

- 11) The Security Code will be treated as Card details. Consenting to another person using your Device by allowing them to register their login password or finger print in your Device will be treated as you failing to keep your Security Code safe. The consequences of failing to keep your Security Code safe will be the same as for all other Card details (for example, we may not be liable to refund you for unauthorised transactions where you consent to them being used by others).
- 12) It is your responsibility to report to us immediately when you suspect or come to realise that:
  - a. Your Card or Device has been lost, stolen or tampered with.
  - b. Someone else knows your Security Code.
  - c. There has been unauthorised access to your Card, Security Code or Digital Wallet.
- 13) You must delete your Card from Digital Wallet before you dispose of your Device or pass your Device temporarily to someone else, for example, for it to be repaired.
- 14) You agree to be liable for all instructions or transactions effected on your Card through the Digital Wallet which are posted to your Card account regardless of whether or not the transaction was properly authorised by you. In this regard, you acknowledge the ease with which unauthorised transactions may be carried out through the Digital Wallet and accept all risks associated with such transactions. All such instructions and transactions are irrevocable and binding on you.
- 15) Without prejudice to the generality of the above, your liability for disputed transactions on your Card through the Digital Wallet effected after such loss, theft (including loss or theft of your Device), unauthorised use or disclosure is as set out in our Client Terms, in the section entitled "Liability for Transactions".

## PRIVACY AND SHARING OF DATA

- 16) You agree that we may collect, disclose, store and use technical, transactional, location or other general or personal information about you and your use of the Card through the Digital Wallet, including any information communicated to us relating to your use of the Card and/or Digital Wallet. You agree and acknowledge that we can disclose such data and information to: (a) the Digital Wallet Provider that supports the Card as well as the Digital Wallet Provider's sub-contractors, agents and affiliates and where required, their regulators and authorities; and (b) the relevant payment network stated on your Card and the payment network's sub-contractors, agents and

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affiliates and where required, their regulators and authorities. We will also make certain account and transactional information relating to each enrolled Card available for display on your Digital Wallet, and this may include information such as your most recent transactions or other data relating to you and/or the enrolled Card. Where applicable, you may be able to customise or decline having such data displayed on your Digital Wallet, please check with your Digital Wallet Provider on whether you can turn off this feature manually.

- 17) By signing up for this service and enrolling your Card to the Digital Wallet, you agree and consent to us sending you electronic messages through the Digital Wallet. This may include marketing messages and service messages.

### **SUSPENDING / REINSTATING / REMOVING / REPLACING / RENEWING YOUR CARD IN THE DIGITAL WALLET**

- 18) You may use an application developed by your Digital Wallet Provider or contact your Digital Wallet Provider to suspend or reinstate a Card in the Digital Wallet. You can also contact us through our contact centre at 1300-888-888 to suspend or reinstate your Card in the Digital Wallet.
- 19) You can remove your Card from the Digital Wallet by deleting it from your Digital Wallet or contacting the Digital Wallet Provider or us. Once you have removed your Card from the Digital Wallet, you will have to re-enroll your Card if you wish to use it through the Digital Wallet again.
- 20) Should you suspend or remove your Card from the Digital Wallet, you may still continue to use your physical Card for transactions and purchases other than through the Digital Wallet, provided your Card account with us is valid, subsisting and in good standing.
- 21) Where your Card is replaced due to a reported loss, theft or fraud, the original Card will be rendered inactive from your Digital Wallet by us. Upon receipt of your replacement Card, you will have to re-enroll the replacement Card for your Digital Wallet.
- 22) When you disable your Device password or erase/restore your device, your Card from the Digital Wallet will be deleted, and you will have to re-enroll the Card for your Digital Wallet again.
- 23) For security reasons, from time to time you may be asked to re-enroll your Card to the Digital Wallet. If you do not do so upon such request, you will not be able to use your Card for any purchase through the Digital Wallet.

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- 24) When your Card is close to its expiry date, we will send you a renewal Card. Upon your activation of the renewal Card, we will automatically update the renewal Card information in your Digital Wallet and you will not be required to enroll your renewal Card.

## **CHANGES TO PARTICIPATION IN THE DIGITAL WALLET AND DIGITAL WALLET TERMS**

- 25) Subject to applicable laws and regulation, we may (i) terminate your use of the Card through the Digital Wallet, (ii) modify or suspend the type or amounts of transactions allowed using the Card through the Digital Wallet, (iii) change a Card's eligibility for use through the Digital Wallet and/or (iv) change the Card authentication process at any time.
- 26) If we have canceled or suspended your Card in accordance with the Relevant Terms, you will not be allowed to use it through your Digital Wallet. Please note that this is the case even though you may still see a symbol for the Card on your Digital Wallet or Device.
- 27) We may revise these Digital Wallet Terms at any time by updating these terms on our website without notice to you. You are bound by such revisions and should therefore review the current Digital Wallet Terms as posted on our website from time to time.

## **INTELLECTUAL PROPERTY**

- 28) The copyright of the contents, including patents, trade secrets, trademark, service marks, images, graphics, logos displayed (collectively intellectual property) are either owned by or licensed to us or the Digital Wallet Provider. You do not acquire any ownership to the intellectual property by enrolling or using your Card through the Digital Wallet. You agree not to (i) use, modify, disseminate, edit, adapt or reproduce such intellectual property without our prior consent; or (ii) challenge their validity or our ownership of or rights to them.

## **DISCLAIMERS**

- 29) We are not the provider of the Digital Wallet and we do not give any warranty over the use of the Digital Wallet. We are not responsible or liable in any manner whatsoever for any fault, delay or failure in using the Digital Wallet for any transaction. You acknowledge that your use of the Card through the Digital Wallet may be affected, disrupted or terminated for reasons outside of our control. We will not be liable for any claim arising from or related to your use (or failure to use) of your Card through the Digital Wallet. We are not

responsible for the performance of the Digital Wallet Provider or any other third parties regarding any arrangement or agreement you enter into with them in relation to the Digital Wallet. The speed and reliability of service of your internet or mobile connection is dependent solely on your respective internet and/or mobile service providers and we are not responsible for the same.

- 30) You shall indemnify and keep us fully indemnified against any loss, damage, liability, cost and expense which we may suffer or incur (including legal costs on an indemnity basis) arising out of or in connection with your enrollment and use of your Card through the Digital Wallet, including but without limitation, our enforcement of these terms and conditions, save to the extent such loss arises from our own negligence, fraud or willful default.
- 31) You shall ensure that you comply with all applicable laws and not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law or regulation in any jurisdiction to which you are subject. We will not be responsible for your illegal or unauthorised use of the Card or Digital Wallet. You agree not to carry out any action or otherwise use any device, software or routine to interfere or attempt to interfere with the proper working of the Card or Digital Wallet, including circumventing or attempting to circumvent any user authentication or security measures that have been put in place in this respect.

## MEANING OF WORDS

Words in capitals not otherwise defined here are defined and explained in the Relevant Terms.

**Bank:** Standard Chartered Bank Malaysia Berhad

**Card:** Selected credit cards and debit cards issued by the Bank to individuals which are eligible for enrolment in the Digital Wallet. Credit cards or debit cards which have been issued to businesses are not eligible for enrolment in the Digital Wallet.

**Device:** An electronic device such as a computer, smart phone, tablet, smart watch or other such device.

**Digital Wallet:** An application of a Device that allows you to enrol your Card and use your Card to make commercial purchases through such Device rather than transacting with your physical Card, whether through the internet or at a physical store.

**Digital Wallet Provider:** Third party technology provider who owns the Digital Wallet, their sub-contractors, agents and affiliates.

**Security Code:** Your user ID, login password and finger print(s) which are required to access your Digital Wallet.

**We or Us:** The Bank.

**You or Your:** Cardholder of a Bank-issued credit card and/or account holder of a Bank-issued debit card.