

## TERMS AND CONDITIONS FOR THE USE OF THE SMARTGOALS INVESTING AND SMARTDIRECT SERVICE (SMARTDIRECT)

This scrollable text box contains the terms applicable to the goal-based investing service.

Tapping or clicking the "ACCEPT" button below, will constitute acceptance of these terms and confirmation that you have read the Privacy Notice to Customers and Relevant Individuals Associated with the Customers (the "**Privacy Notice**") and provided the necessary consents as stated in the Privacy Notice (for any electronic equipment which may be used to access the SmartGoals and SmartDirect ("SmartDirect") Service).

A copy of these terms may be accessed at <https://www.sc.com/my/consumer-banking-terms-conditions/> and a copy of the Privacy Notice may be accessed at <https://www.sc.com/my/data-protection-privacy-statement>, copies of each may be available from any of our branches.

**THE INVESTMENT PRODUCT(S) OFFERED UNDER SMARTGOALS AND SMARTDIRECT ARE NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA (PIDM) AND ANY MONEY WITHDRAWN FROM THE INSURED DEPOSIT FOR THE PURPOSE OF PURCHASING SUCH PRODUCT(S) IS NO LONGER INSURED BY PIDM.**

**PLEASE NOTE THAT SMARTGOALS/SMARTDIRECT MARKET INFORMATION AND PRODUCT MATERIALS (EACH AS DEFINED HEREIN) ARE PROVIDED FOR INFORMATION AND ILLUSTRATIVE PURPOSES ONLY AND DO NOT CONSTITUTE A RECOMMENDATION, OFFER, SOLICITATION OR ENDORSEMENT BY US OF ANY SMARTGOALS/SMARTDIRECT MARKET INFORMATION OR INVESTMENT PRODUCTS.**

### 1. INTRODUCTION AND INTERPRETATION

1.1 The goal-based investing service ("**SmartGoals**") and the execution based service ("**SmartDirect**") (collectively the "Service") is a *product*<sup>1</sup> that is provided to you by Standard Chartered Bank Malaysia Berhad ("**SCBMB**") and made available through our *electronic banking services* for SCBMB clients.

1.2 (a) The SmartGoals Service provides you with proposals on the types of Investment Products available for investing (and allocations of such Investment Products) for your consideration based solely on information that you have provided to us such as your investment goals, your customer investment profile ("**CIP**") and the timeframe within which you would hope to achieve those goals in relation to the SmartGoals Service.

(b) The SmartDirect Service provides you with types of Investment Products for investing for your consideration based solely on information that you have provided to us in relation to the SmartDirect Service and for the purpose of using SmartDirect Service (such as your CIP).

1.3 If you are **purchasing Shariah compliant Investment Products**, you are a **Standard Chartered Saadiq Berhad ("**SCSB**") client** and these terms shall be read together with the Saadiq Personal Account Rules and Regulations and other applicable documents set out in the

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<sup>1</sup> This is defined in the Client Terms as "each facility, product or other service we may from time to time make available to you under the respective banking agreements that you have with us".

Information Sheet to the Personal Account Rules and Regulations (collectively the “**banking agreement**”), which may be viewed at <https://www.sc.com/my/consumer-banking-terms-conditions/> or obtained from any of our branches. In this case, “we”, “our” or “us” means “SCSB”.

- 1.4 If you are **purchasing conventional Investment Products, you are a SCBMB client** and these terms shall be read together with the Client Terms and other applicable documents set out in the Client Terms (“banking agreement”), which may be viewed at <https://www.sc.com/my/consumer-banking-terms-conditions/> or obtained from any of our branches. In this case, “we”, “our” or “us” means “SCBMB”.
- 1.5 In addition to the banking agreement the following terms (“**investment terms**”), which may be viewed at <https://www.sc.com/my/consumer-banking-terms-conditions/> or obtained from any of our branches, will also apply to any transactions carried out on or via the Service:
- (a) **For SCBMB clients:** The Investment Product Terms.
  - (b) **For SCSB clients:** The terms applicable to Investment Product Services, at clause 46 of the Personal Account Rules and Regulations.

The banking agreement and investment terms collectively referred to as “**Agreement**”.

- 1.6 The Service is only available over SCMobile or the SCB website as a post-login feature. Your use of Login ID and other passwords for SC Mobile or SCB website is governed by the banking agreement.
- 1.7 Key words printed and shown in italics *like this* shall have the meanings given to them in the Agreement unless otherwise defined in these Terms.
- 1.8 In the event of any conflict or inconsistency between the provisions of the following documents, the provisions of the first mentioned document shall prevail over the second mentioned document:
- (a) these Terms;
  - (b) the investment terms; and
  - (c) the Agreements.

## 2. **TERMS FOR SMARTGOALS SERVICE**

- 2.1 By accessing or using SmartGoals Service or investing in any Investment Products on SmartGoals Service, you acknowledge and agree that:
- (a) The **SmartGoals Service** provides goal-based investment proposals for you to consider as you build your own investment portfolio. As these proposals are for your consideration only, we will not monitor the performance of your portfolio and will not be responsible for notifying you of any fluctuations in the performance of your portfolio or if any such fluctuations may result in the proposal no longer being suitable for your initial goals.
  - (b) Investing in Investment Products is subject to market risks and the "goal tracking graph" displayed on the SmartGoals Service is for illustrative purposes only. The value of your investments may go up or down and there is no guarantee that your capital will be repaid or that you will achieve your investment objectives. Returns on

investments are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced instead. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your investments. The value of an investment may fall just when you want your money back, even though the investment may have done well in the past. A detailed description of risks associated with investing in each Investment Products can be obtained from the applicable prospectus, supplementary prospectus, information memorandum, product highlight sheet and such other offering material (the "**Product Materials**") and such Product Materials are available in hard copy at any of our branches.

- (c) The selection of Investment Products available through the SmartGoals Service are based on our investment methodology regarding asset allocation strategies and such investment methodology is subject to change without prior notice. Where such methodology may be based on past performance or analysis of past performance of assets or Investment Products, you understand that past performance is not indicative of future performance and that there may be discrepancies between your expected performance and actual performance. Any valuations, opinions, estimates, forecasts or ratings given are based upon a number of estimates and assumptions and are inherently subject to significant uncertainties and contingencies.
- (d) The dividend in any Investment Products in your portfolio must be automatically reinvested in that same Investment Products;
- (e) Switching, cooling-off, transfer and/or partial redemption of the Investment Products is not offered on the SmartGoals Service and that you can perform these transactions by visiting any of our branches;

### 3. **TERMS FOR SMARTDIRECT SERVICE**

3.1 By accessing or using the SmartDirect Service or investing in any Investment Products on SMARTDIRECT Service, you acknowledge and agree that:

- (a) The SmartDirect Service is just an execution portal. If you want to get more information from us regarding Investment Product transactions, you can contact our nearest branch. You should only make a transaction if you fully understand the nature of the transaction, related terms and conditions and possible losses. We do not act as investment advisors nor do we provide investment recommendations. The Bank acts as agent executing on your behalf. The Bank does not owe any fiduciary duty or duties in respect of any dealings in the fund beyond its obligations as the executing agent.
- (b) The value of your investments may go up or down and there is no guarantee that your capital will be repaid or that you will achieve your investment objectives. Returns on investments are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced instead. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your investments. The value of an investment may fall just when you want your money back, even though the investment may have done well in the past; past performance is not indicative of future performance A detailed description of risks associated with investing in each Investment Products can be obtained from the applicable prospectus, supplementary prospectus, information memorandum, product highlight sheet and such other offering material (the "**Product Materials**") and such Product Materials are available in hard copy at any of our branches.

- (c) You acknowledge that you are responsible to check if your cumulative investment in this single product (that is, your order plus current holdings) exceeds:

[50% - 100%] for products risk rated 2, 3 or 4 or [30% - 100%] for product risk rated 5 or 6 of your assets held with us (“**Concentration Threshold**”). If the Concentration Threshold is exceeded, we recommend caution as highly concentrated portfolios may result in increased volatility and losses of your assets. You acknowledge that we are not responsible for assessing whether your cumulative investment in a single product exceeds the Concentration Threshold. Please carefully consider if your cumulative investment in any single product exceeds the Concentration Threshold and whether such investment is suitable for your investment needs.

- (d) Cooling-off and/or transfer of the Investment Products is not offered on the **SmartDirect** Service and that you can perform these transactions by visiting any of our branches.

#### 4. **RISK FACTORS**

4.1 You must read the risk factors contained in these Terms in addition to any other risk factors that we may highlight from time to time, the Agreement and any risk factors or disclosures set out in the prospectus or other offering material of any Investment Products that is available through the Service.

4.2 The SmartGoals/SmartDirect market information (collectively the “**Product Market Information**”) of Product Materials should not be used for as the sole basis for making investment decisions. It is recommended that you seek appropriate independent professional advice as you deem necessary regarding any Investment Products (including any tax advice). You should conduct your own independent analysis as to the suitability of any Investment Products available on the Service. The use of the Service or reliance on any Product Market Information or Product Materials is at your own risk.

#### 4.3 ***Risks relating to Product Market Information***

(a) Information, news, articles, data, analysis, research or other information, in any form, whether financial in nature or otherwise, relating to Investment Products, markets, companies, industries or events, whether sourced from or arranged by us and our affiliates or from any third party in relation to the Service (the “**Third Party Service Provider**”), whether in relation to your *account(s)* or portfolio(s) of cash and investments or more generally, may be made available via the Service, and shown or listed according to any criteria, including by risk exposure levels (the “**Service Data**”).

(b) The Service also uses metadata, which may be sourced from Third Party Service Providers, to embed or otherwise associate images, and select financial instruments for display, within, with or alongside the Service Data (collectively the “**Service Related Images and Instruments**” and, together with the Service Data, “**Product Market Information**”). Notwithstanding any headings or titles, the accuracy or appropriateness of the Service Data and presentation of Service Related Images and Instruments is not assured by us or such Third Party Service Providers and may result in the presentation of Service Related Images and Instruments which do not bear any true, direct or appropriate connections with the Service Data.

#### 4.4 ***Risks relating to the Service Proposals***

- (a) The proposals that we provide through the Service are solely on the basis of information you provide in response to our questionnaire relating to the Service and your CIP as of the time which you complete and submit this questionnaire to us on the Service. As these proposals are based on information provided by you, we are not responsible for any proposal that is based on inaccurate or incomplete information. Inaccurate or incomplete information includes information that was once accurate or complete but becomes inaccurate or incomplete due to changes in your circumstances.
- (b) Your CIP may be updated from time to time on the basis of any new information which you provide to us. You understand that changes to your CIP may result in previous proposals, which had been prepared on the basis of your historical CIP, being no longer suitable for your goals and that we are under no obligation to notify you in the event that this occurs.
- (c) If you provide or fail to update previously provided information that is no longer accurate or complete based on changes in your circumstances, the proposal that the Service provides may not match your investment needs.

#### 4.5 ***Risk of Changes that could affect your Position***

- (a) Changes in prices, rates of exchange, fees, charges and other factors may impact the outcome or results of your investments. We are not obliged to warn you if, in our opinion, your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss.
- (b) Before you give any instruction, you should ensure you understand the terms and conditions and financial aspects of any proposed transaction. You should also obtain a clear explanation of all commission, fees and other charges for which you will be responsible. These fees and costs will reduce your net profit (if any) or increase your loss (if any). Please refer to the banking agreement for more information on fees and costs.

#### 4.6 ***Risks relating to Leverage Investments***

- (a) Investing in Investment Products with borrowed money is riskier than investing with your own savings and may or may not be suitable depending on a variety of factors, including your investment goals, attitude to risk and financial circumstances.
- (b) Risks relating to leverage investments include, without limitation, the following:
  - (i) The higher the margin of the finance (that is, the amount of money you borrow for every Ringgit of your own money that you put in as a deposit of down payment), the greater the potential for losses as well as gains.
  - (ii) Your ability to service the repayments on the proposed loan may be adversely affected by changes in the prevailing interest rates in respect of the loan. If interest rates rise, your total repayment amount will also increase.
  - (iii) You may be required to provide margin as security for your loan (including granting a security interest over your investments in favour of us). If you fail to comply with margin calls, your investments may be sold to repay your loan.

#### 4.7 ***Third Party Risks***

- (a) We may depend on software, equipment and services provided or managed by Third Party Service Providers in the operation and provision of the Service.
- (b) If there are problems relating to the performance of that software or equipment or those services, or any arrangements with any of these Third Party Service Providers are terminated, we may not be able to use or have access to that software or equipment or those services on a reliable or timely basis or on commercially acceptable terms, or at all.  

In these circumstances, the Service or any of its functions or features may be disrupted or become unavailable.
- (c) The Service may include, refer to or make available links to web or other internet sites which are not controlled by us.
- (d) Product Market Information or any other information or content may be sourced from or delivered through Third Party Service Providers or by us and our affiliates. In particular, fund-related information and other Product Materials are stored on platforms that may be owned by Third Party Service Providers. There is no guarantee that such Product Market Information or those Product Materials are complete, accurate or reliable in all respects.

#### 4.8 ***Risks relating to the use of the internet or other electronic medium***

- (a) Any communication, transaction or information transmitted via the internet or other electronic medium involves risks. A non-exhaustive list is set out below:
  - (i) While we may use authentication technologies as we deem appropriate, there are risks of unauthorised access or use, hacking or identity theft. No authentication, verification or computer security technology guarantees security and no confidential information sent through internet sites, platforms, emails or other electronic means is completely secure or safe.
  - (ii) The internet or other electronic media (such as electronic devices, mobile phones or other handheld devices or interactive voice response systems) are an inherently unreliable form of communication, and such unreliability may be beyond our control.
  - (iii) Any information or instruction transmitted, or communication or transactions made, over the internet or through other electronic media may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media.
  - (iv) There may be time-lags, delays, failures or loss of data or loss of confidentiality in the transmission of data and receipt of instructions. Instructions may be executed at prices different from those prevailing at the time the instructions were given.
  - (v) While we may believe certain data to be reliable, there may be no independent basis for us to verify or contradict the accuracy or completeness of such data.

- (b) You are solely responsible for preventing anything which may be harmful to any equipment you use in connection with the Service (including any computer virus, malicious program or harmful component) from affecting any such equipment, regardless of whether it originated from the Service platforms or any other product or service provided by us or our affiliates.

## 5. ACCESS AND USE OF THE SERVICE

5.1 By accessing or using the Service or investing in any Investment Products on the Service, you acknowledge and agree that:

- (a) you have read and understood these Terms, the Agreement and any document incorporated by reference into any of those documents;
- (b) we may amend these Terms at any time, and if we do, we will post the amended Terms at <https://www.sc.com/my/consumer-banking-terms-conditions/>. Once posted, we will treat your subsequent access or use of the Service as your acceptance of the amended Terms;
- (c) the Investment Products available (and the percentage allocation among such Investment Products) as displayed on the Service are determined by us without any consideration of your existing investment portfolio with us or any third party, and we may change the selection (and the percentage allocation) of Investment Products available from time to time without notice to or consent from you;
- (d) while you are outside your country of residency, you will ensure that you have complied with all relevant laws, rules or regulations in that other country.
- (e) any actions undertaken, including any information, passwords, Login ID, or instructions provided on the Service (whether or not this has been authorised by you) will be deemed to have been provided by you;
- (f) subject to sub-section (i) below, your instructions will only be processed once you receive a confirmation summary from us for that particular set of instructions on the Service. Once you receive a confirmation summary, you will be unable to revoke, supplement or amend your original instructions to us;
- (g) an instruction through the Service will only be accepted by us if all the information required by us, as notified from time to time to you, has been provided to us, our affiliates or agents, as the case may be;
- (h) the Service may reject an instruction to execute a transaction., We can (without any liability on our part) to reject, stop, intercede or cancel an order, for any reason whatsoever (including but not limited to any circumstances where we believe, in our reasonable opinion, that the execution of such transaction would be in breach of any applicable laws and regulations or otherwise adversely affect our interests or the interests of our affiliates);
- (i) there is no assurance that any instruction will be carried out at any particular price or time, or that it will be carried out at all;
- (j) unless otherwise stipulated by us, we are only acting as your agent in relation to any transactions. Any instructions accepted by us may be effected by us directly or through a third party selected by us, in our discretion, and is in any event subject to the approval of the relevant manager or other person responsible for the relevant Investment Products;

- (k) there may be taxes or charges payable to relevant authorities in respect to any instruction given, and you agree to pay such taxes or charges as applicable.
- (l) the Investment Products are sold solely on the basis of information contained in Product Materials and that any information contained outside of the Product Materials does not form part of the Product Materials;
- (m) we are only a distributor of the Investment Products managed by third party asset management companies;
- (n) should you choose not to transact via the Service, you can visit any of our branches to transact in the Investment Products offered on the Service;
- (o) whereby a supplementary Prospectus has been issued for an Investment Products after the application for subscription, you have the right to request for withdrawal of such application by visiting any of our branches within bank-stipulated timeframe. However whereby a supplementary Prospectus has been issued after issuance of transfer of units, such right does not exist;
- (p) whereby there is a suspension of the transactions of units in an Investment Products, you will be notified of the inability to conduct transactions in the said Investment Products for the duration of the period of suspension;
- (q) where you transact in Investment Products with a prescribed period, the closing date of application period is available over the Service and that no units in such Investment Products will be issued on the basis of the corresponding prospectus after the closing date (the corresponding electronic prospectus may continue to be distributed over the Service for informational and archival purposes, only);
- (r) whereby an Investment Products issues its annual report, interim report or other corporate announcements, you will access or view these reports on the SmartGoals Service (hard copies of all such documents can be requested from any of our branches). You may choose to opt out from the electronic mode of communication, with respect to the above, at any time via registering your instructions with any of our branches; and
- (s) we can withdraw, delay or suspend your access or use of the Service (including any part thereof) at any time without prior notice to or any consent from you and without assigning any reason for doing so.

5.2 The Service, the Product Market Information and Product Materials are proprietary to us or our agents, partners, licensors or contractors. All property rights in the Product Materials are protected by copyright in Malaysia and/or other countries if registered, among other intellectual property protections that may apply. You undertake that you shall:

- (a) keep all Product Market Information and Product Materials strictly confidential, except to the extent that they are already in the public domain (other than through a breach of these Terms or any other obligation of confidence owed to us);
- (b) respect and protect all rights, title and interest (including all intellectual property rights) in the Product Market Information and Product Materials;
- (c) not (electronically or otherwise) attempt to do so, nor download, copy, disseminate, re-distribute or re-sell the Product Market Information or Product Materials (including



any part, copy, adaptation, transcription or merged portion), nor sell, transfer, lease, assign or sub-license any of your rights under these Terms;

- (d) not commercially exploit the Product Market Information or Product Materials in any manner whatsoever contrary to the intent and spirit of these Terms; and
- (e) without limiting the restrictions above, not, nor attempt to:
  - (i) tamper with, modify, adapt, translate, de-compile, reverse-engineer or otherwise alter in any way;
  - (ii) create derivative works based on, or combine or merge with or into any other software or documentation;
  - (iii) gain unauthorised access to, make unauthorised use of or make use of, for any illegal purpose (or any other purpose that is not contemplated in these Terms); or
  - (iv) remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on,  
  
any Product Market Information or Product Materials.

## 6. YOUR REPRESENTATIONS AND WARRANTIES

6.1 By accessing or using the Service and on each date that you enter into a transaction, you represent and warrant that:

- (a) you are a registered and valid user of our *electronic banking services*;
- (b) you have attained 18 years of age and unless otherwise specified under the Product Materials, you are eligible to apply for or invest in Investment Product(s) via the Service;
- (c) you are acting as principal and not as trustee, agent or nominee;
- (d) you shall only use the Service for your own personal needs and will not allow or permit any other person to access or use the Service for the benefit of any other person without our express written consent, which we may grant with or without conditions in our sole and absolute discretion;
- (e) you have been properly informed of all product features and risks of investing in the Investment Products and all material facts in respect of your transactions;
- (f) any information provided by or deemed to have been provided by you, is accurate, complete, correct and not misleading and that we may rely on that information unless and until we receive written notice of any change from you.
- (g) if you are uncertain as to whether your instructions or any other notice has been received by us, you will make all reasonable attempts to verify whether the instruction or notice has been received, approved or effected before taking any further action.
- (h) you will comply with any reasonable direction that we give to you in relation to your compliance with these Terms or otherwise in connection with the Service;

- (i) the information provided on the Service is not investment advice and that we are not acting as your adviser in relation to any Investment Products or in connection with the Service in any way;
- (j) without prejudice to the generality of section 6.1(f) above, if we provide any Product Market Information and Product Materials, you understand that this should not be construed as:
  - (i) any endorsement of any Investment Products (or the relevant reference underlying), transactions or markets;
  - (ii) a representation that we have performed any due diligence or analysis on the Investment Products (or the relevant reference underlying), transactions or markets;
  - (iii) a recommendation or as investment advice;
  - (iv) us acting as your adviser or fiduciary;
  - (v) information which you can or may rely on in connection with your investment decision; or
  - (vi) a representation by us that the information in the materials is complete, accurate, clear, fair and not misleading (as we do not make any representation with respect to the contents of the materials);
- (k) we are not responsible or liable for the accuracy and completeness of any Product Market Information or Product Materials nor the performance or outcome of any Investment Products;
- (l) you are under no obligation to accept or follow any proposal that we provide through our Service;
- (m) the value of your investments may go up or down and that there can be no assurance that your portfolio will achieve its investment objectives;
- (n) all governmental, regulatory or other approvals or consents required to have been obtained (where necessary) for use of the Service and to invest in the Investment Products, including but not limited to approvals from the Bank Negara Malaysia (if so required), pursuant to the Foreign Exchange Rules and Notices under the Financial Services Act 2013, have been obtained; and
- (o) you give us consent to disclose information pertaining to you, including but not limited to proprietary information, to the relevant entities involved in the Investment Products, as well as to any regulatory authorities if so required, including but not limited to the Securities Commission of Malaysia.

## **7. LIMITATION OF LIABILITY**

- 7.1 You agree that the exclusions of liability in this section 7 are reasonable. However, any exclusion of liability in these Terms on our part shall not have any effect to the extent of our fraud, gross negligence or wilful default.
- 7.2 If our liability for a breach of a right or term implied by law in a relevant jurisdiction (whether by statute or otherwise) is capable of exclusion, it is hereby excluded.

- 7.3 We do not guarantee the timeliness, sequence, accuracy, adequacy, consistency or completeness of any information provided on or via the Service and any such information is provided on an "as is", "as available" basis. In particular, we do not give:
- (a) any express or implied warranties (including warranties of merchantability or fitness for a particular use) with respect to such information; or
  - (b) any express or implied warranties, representations or undertakings with respect to the prices available from the Service (including any warranty, representation or undertaking that those prices are real-time market quotes or best available market prices).
- 7.4 **Risks.** Where we have disclosed certain risks connected with the use of the Service (including the "Risk Factors" set out in section 4 above), you acknowledge and agree that you shall fully assume all those risks.
- 7.5 **Third Party Content**
- (a) Notwithstanding any headings or titles, the existence of a link from the Service to any Third Party Service Provider website or other internet sites and the provision of Product Market Information or Product Materials are provided for information and illustrative purposes only. And do not constitute a recommendation, offer, solicitation, endorsement or other approval by us of any Product Market Information or any Product Materials, Investment Products or transaction or of that web or other internet site, its content or the person providing it.
  - (b) We do not guarantee, represent or warrant, directly or indirectly, expressly or impliedly, the accuracy, completeness, timeliness or reliability of Product Market Information, Product Materials or any other information or content provided by, sourced from or delivered through a Third Party Service Provider or internet site that may be presented via the Service or accessed through links in the Service. Your reliance on, access to or use of linked web or other internet sites or its content or any Product Market Information is entirely at your own risk.
- 7.6 **Access and Use of the Service.** Save as prohibited by any applicable laws or regulations, we will not be liable to you or any other person (whether in tort, contract or otherwise) for any *loss*, however arising, which you or any other person may suffer from or by reason of:
- (a) your access and use of the Service;
  - (b) any unauthorised use of the Service;
  - (c) any materialisation of the risks referred to in section 7.4 above;
  - (d) any acts or omissions of any Third Party Service Provider;
  - (e) our acting in accordance with instructions provided by or deemed to have been provided by you;
  - (f) any fault, error or defect in design or engineering of the Service resulting in delays, faults, failure or loss of access to the Service;
  - (g) any inaccuracy, error, delay or interruption in, omission from or unreliability of any information provided on or via the Service, or its transmission or delivery;

- (h) any delay or non-performance by us or other event resulting from the unreliable nature of the internet or other electronic medium and other matters beyond our reasonable control;
- (i) our exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy that is available to us under these Terms;
- (j) any loss of profits, loss of data or use of your own equipment; or
- (k) events beyond our control (including circumstances caused by force majeure, acts of God, calamity, natural disaster, industrial actions, power failure, computer breakdown, war, acts of terrorism, civil strife or sabotage).

## 8. INDEMNITY

You agree to hold us and all of our officers, servants, employees, correspondents, nominees and agents harmless, and shall indemnify each of them immediately on demand on a full indemnity basis, from and against any and all *loss*, howsoever arising, unless arising solely from our fraud, gross negligence or wilful default, which we may incur or sustain from or by reason of:

- (a) your access to or use of the Service or any unauthorised use of the Service;
- (b) any breach by you of these Terms, the banking agreement or any applicable laws or regulations; or
- (c) any actions taken by a third party against us in connection with these Terms and your access or use of the Service.

## 9. PAYMENT OF FEES

You agree to pay our normal fees and charges for transactions in Investment Products and to reimburse us for any extraneous costs, such as taxes and duties (if applicable), for transactions made on your behalf. You authorise us to appropriate any credits, payments and other receipts from you or your account in such manner and order as we think fit against any amounts due or owing by you to us or otherwise.

A detailed version of schedule of fees and charges can be accessed at <https://www.sc.com/my/fees-and-charges/> or available in hard copy at any of our branches.

## 10. TERMINATION

Upon the termination of these Terms for any reason, you must cease using the Service and you must expunge all data storage facilities. You agree to certify to us in writing your compliance with this paragraph if we ask you to do so at any time or to return any materials or documents in relation to the Service, if any or required.

## 11. GOVERNING LAW AND JURISDICTION

These Terms are governed by the Laws of Malaysia and any dispute shall be subject to the non-exclusive jurisdiction of the Malaysian Courts.