

# Standard Chartered

## SME Business Terms and Conditions

### Account Terms

#### 1. Introduction

- 1.1 The Standard Terms are incorporated into these Account Terms.

#### 2. Definitions

Capitalised terms used but not defined in these Account Terms have the meanings set out in the Standard Terms.

“**Account Opening Application Form**” means Our Application Form which You sign to open an Account.

“**Cash Deposit**” means a deposit made by cash or electronic transfer.

“**Collection**” means for any Non-Cash Deposit the process where We obtain or try to obtain payment in cleared and unconditional funds from the relevant drawer/payer and “**Collect**” has the corresponding meaning.

“**Deposit**” means any deposit of money made by You or on Your behalf into an Account.

“**Master Account**” means an Account You designate for Virtual Account Numbers to be credited.

“**Non-Cash Deposit**” means a Deposit made other than by cash or electronic transfer.

“**Virtual Account Numbers**” means virtual account numbers which We provide for You to assign to Your payers.

“**Withdrawal**” means any withdrawal or transfer made by You or on Your behalf from an Account.

#### 3. Deposits

- 3.1 **Cash Deposits:** We will credit the relevant Account with an amount equivalent to any Cash Deposit. Any amount standing to the credit of an Account is only repayable at the Service Location where such Account is maintained.
- 3.2 **Non-Cash Deposits:** The amount of a Non-Cash Deposit will be credited to the Account when presented to Us for Collection but You will not be entitled to Withdraw or transfer the amount credited before We receive full and final payment unless We otherwise permit.
- 3.3 **Credit:** We may, at Our discretion, give immediate credit for Non-Cash Deposits up to a limit (specified by Us) and irrespective of whether or not We have received payment.
- 3.4 **Uncleared Deposits:** We may decline to credit Your Account with the value of any Non-Cash Deposit received standing uncleared. In such event, We will return such Non-Cash Deposit to You or, if requested by You, re-present such Non-Cash Deposit for Collection.
- 3.5 **Debiting Your Accounts:** We may treat any Non-Cash Deposit where no value is received by Us within 14 days (or such other time as may be agreed) as being unpaid. All charges incurred (including exchange rate differences, if any) will be for Your account.
- 3.6 **Deposit Slip:** If the Deposit slip accompanying a Non-Cash Deposit contains errors or omissions, We may amend the Deposit slip. Our amended version is conclusive for all purposes.

- 3.7 **Direct Debit Collection Services:** We will upon Your Instructions accept and act upon Your claims for payments to You from persons who have duly authorised and instructed their bankers to debit their accounts and transfer the amount debited through a direct debit or other appropriate clearing system to the credit of Your nominated Account with Us.
- 3.8 **Your Deposit Representation:** You represent and warrant that You have full legal title to the Non-Cash Deposit and accept full responsibility for the authenticity, validity and correctness of signatures, endorsements and particulars appearing on the Non-Cash Deposit.
- 3.9 **Exclusion:** Without affecting the Clause on Limitation of Liability in the Standard Terms, We are not liable for any Loss caused by any negligence, fraud or wilful misconduct or the insolvency of any correspondent bank or Our agent.
- 3.10 **Other bank's Fees:** You must pay any charges imposed by any other bank on You or Us for any Transaction.
- 3.11 **No grant of interest:** You must remain the owner of all credit balances held in an Account, and must not grant any rights, security or other interest to any third party.

#### 4. Withdrawals

- 4.1 **Withdrawals:** We will only allow a Withdrawal from an Account where:
- there are sufficient funds in the Account for the Withdrawal;
  - Your Payment Instrument is drawn and properly completed in Our prescribed form; and
  - the Withdrawal is made in the Service Location where the Account is maintained.
- 4.2 **Stopping cheques:** If You want Us to dishonour any cheque that You have drawn on Your Account, You must notify Us in writing and provide all relevant information. We will try to stop or cancel the Transaction but will not be responsible if we cannot do so (including where the cheque has already been honoured).
- #### 5. Overdrafts
- 5.1 **No unauthorised overdrafts:** Your Account must not be overdrawn. If You have an overdraft limit, You must not exceed it.
- 5.2 **Overdraft requests:** Any overdrafts We approve for an Account may be subject to additional terms. Overdraft limits may be cancelled at any time.
- 5.3 **Automatic overdrafts:** If We allow Your Account to be overdrawn without Notifying You, this Clause on Overdrafts will apply.
- 5.4 **Repayment on demand:** You must repay any debit balance on an Account on demand.
- 5.5 **Interest:** We will charge You interest on all overdrafts. Interest will accrue on a daily basis at the rate We Notify You from time to time calculated in accordance with Our usual practice in the Service Location.

### 6. Account Information

- 6.1 **Frequency and method:** We will send You Account statements and advices in accordance with Our usual procedures in the Service Location.
- 6.2 **Verification of account information:** You must check Your Account statements, confirmations and advices. You must tell Us in writing of any mistakes within 30 days of the document date.

### 7. Interest on Credit Balances

- 7.1 We will pay You interest on your Account credit balances where We have expressly agreed to do so. Any interest payable by Us will be at the rate We Notify You or as displayed at the branch at which Your Account is held.

### 8. Responsibility for Payment Instruments

- 8.1 **Cheque books:** You are responsible for cheque book(s) sent to You in the mail even if someone else receives or uses them.
- 8.2 **Payment instruments:** If We are liable under the Standard Terms, Our liability is limited to the face amount of the Payment Instrument. You are responsible for and agree to indemnify Us on demand for any Loss We incur where We acted on a Payment Instrument even if:
- (a) someone else sent the Payment Instrument but it appeared that You sent it;
  - (b) there was a mistake in the Payment Instrument; or
  - (c) there were delays when the Payment Instrument was sent or received.

### 9. Virtual Account Numbers

- 9.1 **Provision of Virtual Account Numbers:** We may provide You Virtual Account Numbers linked to a Master Account at Your request.
- 9.2 **Deposits credited to Master Account:** Deposits made to the Virtual Account Numbers will be automatically credited to the relevant Master Account.
- 9.3 **Account statements:** We will send You Account statements showing Deposits made by reference to the Virtual Account Numbers.
- 9.4 **Change of Master Account:** You must notify Us in writing if You wish to change a Master Account. You will give Us reasonable time to act on such notice.

### 10. Suspension, Closure and Termination

- 10.1 **Closure of Accounts**
- (a) We can close or suspend Your Account at any time and will Notify You as soon as We can.
  - (b) We will close Your Account after We have received Your notice in writing and We will pay You any credit balance in Your Account after deducting any amounts You owe Us.
- 10.2 **Termination of the Agreement:** After all Your Accounts are closed, the Agreement is no longer effective except for the

Surviving provisions under the Standard Terms. Any rights or obligations which have accrued on or before Account closure are still effective.

- 10.3 **Payments made after Closure:** If We process a Withdrawal after Your Account is closed, You agree to pay Us such amount on demand.
- 10.4 **Unclaimed Credit Balances:** We will not pay You interest on any unclaimed credit balance in a closed or suspended Account or an Account We have listed as dormant.
- 10.5 **Conversion of Account:** We will inform You where We convert one type of Account into another type of Account.

### 11. Inconsistency

- 11.1 If there is any inconsistency between:
- (a) these Account Terms and the Account Opening Application Form, the Account Terms prevail; and
  - (b) these Account Terms and a Country Supplement, the Country Supplement prevails.

# Standard Chartered SME Country Supplement to Account Terms (Malaysia)

If You are an SME client, in addition to any amendment in the applicable Country Supplement, the Agreement will be further amended as follows:

1. The following Clause 10.6 will be added after Clause 10.5 to read:

“Dormant Accounts: If no withdrawal, deposit, fund transfer or use of Straight2Bank Web other than direct debit or periodic payment arrangements is made on an Account for 12 consecutive months or such other period that We notify to You, We classify the Account as dormant.

If the balance of an Account We classify as dormant:

  - (a) falls below a minimum limit set out in the Tariff Sheet, We may close the Account and use any credit balance to pay the dormant account fee set out in the Tariff Sheet or as notified by Us; or
  - (b) is above the minimum limit set out in the Tariff Sheet, We may debit the dormant account fee set out in the Tariff Sheet or as notified by Us until the Account is closed, unless prohibited by law.”

# Standard Chartered Standard Terms

## 1. Definitions and Interpretations

### 1.1 Definitions:

**“Account”** means any bank account (including any sub-account You hold with Us.

**“Affected Instruction”** means an Instruction We think is unclear, conflicting, incorrect, incomplete, unauthorised or would breach any applicable law, order or sanction of any Authority.

**“Affiliate”** means, in relation to a company:

- (a) any of its Subsidiaries;
- (b) any of its Holding Companies; or
- (c) any other Subsidiary of any such Holding Company, including head offices and branches of the above.

**“Agreement”** means the contract between the Parties comprising of these Standard Terms, the relevant Country Supplement, the relevant Service Supplements and any other terms and conditions agreed between the Parties.

**“Application Form”** means an application form We provide or make accessible to You in which You apply to Us for any Service (including a supplemental application form).

**“Authorised Person”** means any person You designate in writing as having the authority to act on Your behalf.

**“Authority”** means any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal with jurisdiction over Us or a Bank Member.

**“Banking Day”** means a day when banks are open for general banking business in the Service Location.

**“Bank Member”** means Standard Chartered PLC or any of its Affiliates .

**“Channel”** means any system, medium or channel (including internet, telephone, SWIFT Message, Mobile Device, fax and email) which enables You to access and use the Services.

**“Client Group Member”** means You or any of Your Affiliates.

**“Client ID”** means the unique means of identification (in the form of a combination of a password, PIN, personal identification or an Electronic Key) assigned to or selected by You.

**“Client Systems”** means any communication line, modem connection or other facilities, software, hardware, Mobile Devices or equipment provided and used by You to transmit or receive any information.

**“Control”** means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be “Controlled” by the first person.

**“Country Supplement”** means each country supplement for a Service Location.

**“Digital Certificate”** means an electronic device used to verify identity or protect electronic messages.

**“Electronic Keys”** means a smart card, security token, electronic key or other similar authentication or verification device in any form.

**“Force Majeure”** means, any:

- (a) flood, storm, earthquake or other natural event;
- (b) war, hostilities, terrorism, revolution, riot or civil disorder;
- (c) strike, lockout or other industrial action;
- (d) change in any law or any change in the interpretation or enforcement of any law;
- (e) act or order of any Authority;
- (f) order of any court or other judicial body;
- (g) restriction or impending restriction on the availability, convertibility, credit or transferability of any currency;
- (h) computer system malfunction or failure or any third party interference with a computer system;
- (i) error, failure, interruption, delay or non-availability of any goods or services supplied to You or Us by a third party; or
- (j) other circumstance beyond Our reasonable control.

**“Holding Company”** means, in relation to a company, a company in respect of which the first named company is a Subsidiary.

**“Insolvency Proceedings”** means any corporate action, legal proceedings or other step in relation to:

- (a) suspension of payments, moratorium of indebtedness, bankruptcy, winding up, dissolution, administration and reorganisation (other than a solvent liquidation or reorganisation) or composition or arrangement with creditors;
- (b) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrator or similar officer in respect of You or any of Your assets;
- (c) expropriation, attachment, sequestration, distress or execution affecting any of Your assets or the enforcement of any security over Your assets; or
- (d) any analogous procedure or step in any jurisdiction.

**“Instruction”** means instructions in relation to any Account, Transaction or Service which:

- (a) contain the information We require to carry out the instructions;
- (b) We receive via any Channel as agreed by Us; and
- (c) We believe in good faith has been given by an Authorised Person and are transmitted with such testing or authentication as We may specify,

and **“Instruct”** has the corresponding meaning.

**“Intellectual Property Rights”** means any rights in tangible and intangible intellectual and industrial property existing anywhere including any invention, patent, design or utility model rights, logo, copyright, trade mark, service mark, database right, topography right, commercial or confidential information, know how or trade secret and any other rights of a similar nature or effect whether or not registered and the right to apply for them.

**“Losses”** means any losses, damages, demands, claims, liabilities, costs (including legal costs) and expenses of any kind (including any direct, indirect or consequential losses, loss of profit, loss of goodwill and loss of reputation) whether or not they were foreseeable or likely to occur.

**“Mandate”** means Your corporate authorisation setting out the Authorised Persons’ authority to act on Your behalf.

**“Mobile Device”** means any mobile communication device which a User or Authorised Person designates for accessing a Service.

**“Notify”** means Our disclosure to You of information by any of the following methods:

- (a) verbally;
- (b) handing over by Our officer;
- (c) in writing by post, fax or email; and
- (d) posting on Our Website,

and **“Notified”**, **“Notifying”** and **“Notification”** have corresponding meanings.

**“Parties”** means You and Us.

**“Payment Instrument”** means any cheque, traveler’s cheque, demand draft, cashier’s order, money order, postal order or other similar instrument.

**“Personal Information”** includes Your name, address, taxpayer identification number, other form of identification and that of Your direct or indirect beneficial owners, beneficiaries, controlling persons or their respective Relevant Data Subjects.

**“PIN”** means a secret number code unique to a User or a particular Electronic Key.

**“Relevant Data Subject”** means any person:

- (a) named in or who executes an Application Form or a Set-Up Form;
- (b) who is Your director or officer;
- (c) who is Your Authorised Person; or
- (d) specified by Us as such.

**“Report”** means, in relation to any Account, Transaction or Service, any data, report, statement or information requested by You.

**“Restricted Party”** means a person with whom a Sanctions Authority has prohibited Us from Transacting.

**“Sanctions”** means the economic sanctions laws, regulations, embargoes or restrictive measures imposed by a Sanctions Authority or an Authority.

**“Sanctions Authority”** means the respective governmental institutions and agencies of the United States or any Member State of the European Union

**“Security Procedures”** means any instructions, recommendations, measures and procedures concerning security or authentication issued or made available to You.

**“Service”** refers to any banking facilities, Channel(s) functions and product and financial services We provide to You (whether or not related to an Account) including any ancillary activities, Transactions or services in connection with the foregoing.

**“Service Level Agreement”** means the procedural and operational requirements for a Service as agreed between the Parties.

**“Service Location”** means the country or territory in which We operate and provide Services to You as identified in the relevant Application Form.

**“Service Supplement”** means Our terms applicable to a Service You have selected.

**“Set-Up Form”** means a form setting out the set-up options You require for a Service.

**“Software”** means any software that We or Our supplier has supplied to You.

**“Software Licence”** means any licence granted to Us or You in connection with the Software.

**“Standard Terms”** means these standard terms.

**“Straight2Bank Web”** means Our internet-based Channel.

**“Subsidiary”** means, in relation to a company, any other company:

- (a) which is Controlled, directly or indirectly, by the first named company;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first named company; or
- (c) which is a Subsidiary of another Subsidiary of the first named company.

**“SWIFT Message”** means electronic communications (which may contain Instructions) sent using the messaging services provided by the Society for Worldwide Interbank Financial Telecommunication SCRL

**“System Materials”** means all User Guides, Software, hardware, Electronic Keys, card readers, Digital Certificates and all other equipment, materials or documentation on any media made available to You.

**“Tax”** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any associated penalty or interest payable), whether required by law or pursuant to an agreement between Us and any Authority.

**“Transaction”** means any transaction:

- (a) made between the Parties;
- (b) effected by Us on Your Instruction; or
- (c) made between You and any other party

and **“Transacting”** have the corresponding meaning.

**“Transaction Terms”** means the terms which govern each Transaction.

**“User”** means anyone You authorise to use any Service on Your behalf.

**“User Guides”** means the operating and procedural guides, manuals or technical specifications provided to You in connection with an Account or a Service.

**“User ID”** means the unique means of identification (in the form or a combination of a password, PIN, personal identification or a Electronic Key) assigned to or selected by a User.

**“Website”** means the internet platform or website through which a Service is made available to You.

**“We”, “Our” and “Us”** means the Bank Member identified in the relevant Application Form as the provider of the relevant Service(s) in the relevant Service Location.

**“You”, “Your” and “Yours”** mean the person identified in the relevant Application Form as the client receiving the relevant Service(s) in the relevant Service Location.

### 1.2 Rules for Interpretation

- (a) **References to certain general terms:** Unless expressly stated otherwise in these Standard Terms:
  - (i) a reference to a person includes such person’s executors, administrators, successors, substitutes (including by novation) and assigns;
  - (ii) a reference to a document includes any variation or its replacement;
  - (iii) “person” includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
  - (iv) the word “law” includes common law, principles of equity and laws made by parliament;
  - (v) a reference to a law includes any regulation, rule, official directive, request, guideline, sanction, embargo or restrictive measure (whether or not having the force of law) of any Authority and any interpretation, application or enforcement of such law;

- (vi) the word “including” when listing examples, does not limit the list to such examples or examples of a similar kind;
- (vii) a gender includes all other genders;
- (viii) the singular includes the plural and vice versa;
- (ix) “writing” includes email, fax transmission or other electronic means of communication legibly received and “written” has the corresponding meaning.

- (b) **Headings:** Headings in these Terms are for convenience only and do not affect their interpretation.

## 2. Your Responsibilities

### 2.1 You must:

- (a) follow the User Guides and Our instructions relating to any Service and any Security Procedures;
- (b) follow all applicable laws;
- (c) provide Us with accurate and up to date information, any information and documents We reasonably request (including Personal Information We are required to provide under any agreement between Us and any Authority) and notify Us immediately of any changes;
- (d) get the consent of Relevant Data Subjects to Our collection, holding, storing, use, processing, transfer, disclosure and reporting (directly or indirectly) to any Authority of their Personal Information in accordance with this Agreement or as We may Notify You;
- (e) ensure that neither You nor any Client Group Member, nor any agent or other person associated directly or indirectly with You or any Client Group Member is a Restricted Party or has received notice of any action, investigation or similar action against it with respect to any Sanctions and that no Service or Transaction has or will be utilised either directly or indirectly for the benefit of a Restricted Party or in breach of Sanctions;
- (f) keep the Systems Materials, the Client Systems, Client ID, User ID and all information relating to the Services secure and confidential so that only Your Users and Authorised Persons have access to them;
- (g) notify Us immediately if any System Materials, Client ID or User ID are lost, damaged, misused or used by any unauthorised person and inform Us immediately of any failure to comply with Security Procedures or any suspected problems with any Channel and help Us with Our reasonable requests to fix any problems;
- (h) take all reasonable measures to detect and prevent unauthorised access to the Services and implement and maintain appropriate and robust processes and controls that detect, prevent, remove and remedy threats to the introduction of any Malware into Client Systems, System Materials or Channels;
- (i) ensure Users and Authorised Persons do not share or disclose their relevant User ID or access a Service from a public internet access device or personal shared computer which You cannot ensure is secure;
- (j) ensure You have the necessary hardware, software and systems for using any Channels; and
- (k) comply with the terms governing any Channels, Services or System Materials not controlled by the Bank.

### 2.2 You confirm that:

- (a) any User identified in the Set-Up Form is authorised to receive Services and act on Your behalf and You will notify Us immediately if anything changes; and
- (b) We may disclose information provided by You or relating to You under a common Channel(s) set-up, to any Client Group Member.

- 2.3 You confirm that (a) any person identified as a User in the Set-Up Form is authorised to receive Services and act on Your behalf; (b) You will promptly inform Us if anything changes.
- 2.4 You are responsible for any Electronic Key, Client ID, User ID, Digital Certificate or Mobile Device We provide to You or which You use to access a Service or to communicate with Us electronically or to give Us Instructions.
- 2.5 You shall be responsible for all Transactions that are automatically processed while We are complying with Your request to turn off Your User’s access to Our System Materials.

## 3. Our Responsibilities

### 3.1 In providing the Services, We will:

- (a) use reasonable care and skill;
- (b) provide You with a revocable, royalty-free, non-exclusive, non-transferable Software Licence, if required for the Services;
- (c) use reasonable endeavours to re-establish any selected Channel under Our control which is interfered with or becomes unavailable or provide You with alternative facilities as soon as We can;
- (d) take all reasonable measures to prevent unauthorised access to any Channel We control except for the matters referred to in Your Responsibilities;
- (e) send You Reports You select in a Set-Up Form. For any Service not listed in the applicable Application Form, Reports will be governed by their Transaction Terms;
- (f) accept anyone who uses Your Electronic Keys, Client IDs, User IDs or Digital Certificates as being authorised by You to do so; and
- (g) not be responsible for providing you independent legal, tax, accounting, security and other advice in relation to any Account, Service, Transaction or Agreement with Us and We do not owe You any advisory, fiduciary or similar duties.

## 4. Instructions

- 4.1 **Replacing a Mandate:** We need 7 Banking Days from Our receipt of Your new Mandate to update Our records. We will continue to rely on the existing Mandate until then.
- 4.2 **Incomplete and inconsistent Instructions:** We may act on incomplete or inconsistent Instructions if We reasonably believe We can correct or clarify such information without referring to You.
- 4.3 **Refusing to Act:** We may not process Your Instruction if:
  - (a) We consider it an Affected Instruction;
  - (b) the Security Procedures appear to have been breached or cannot be executed;
  - (c) We have a valid reason for doing so; or
  - (d) processing it may result in an unauthorised overdraft.
- 4.4 **Payment Instructions:** You authorise Us to send Your payment Instructions. You also authorise Us, any Bank Member or any third party who receives such Instructions to act on them as if You had sent the Instructions directly to them.
- 4.5 **Notice:** If We cannot process Your Instruction, We will Notify You as soon as We can.
- 4.6 **Stopping a Transaction:** We will try to stop or cancel a Transaction when You ask Us to but We will not be responsible if We cannot do so.

## 5. Notices and Communications

- 5.1 **Form of notices and communications:** Notices and communications must be legible and sent to the designated department at the last notified contact details.

5.2 **When notices and communications to You are effective:** Unless otherwise provided, Our notices and communications to You are effective if:

- (a) sent by fax, at the time shown on the transmission report as being successfully sent;
- (b) delivered personally, at the time of delivery;
- (c) sent by post, 5 Banking Days after posting; and
- (d) sent by any other Channels as Notified by Us, at the time effected.

5.3 **When notices and communications to Us are effective:** Your communications are effective when We actually receive them.

5.4 **Verbal or Electronic Instructions and Communications:**

- (a) We can act on Your Instructions or communications received verbally or through any Channel if We believe them to be genuine and complete. We may require Your confirmation prior to acting on such Instructions.
- (b) You bear any risks in sending Your Instructions or communications verbally or through any Channel.

5.5 **Recording of telephone conversations:** Subject to any applicable law, We may record Our telephone conversations with You and use the recorded conversations or transcripts in any dispute in connection with the Agreement.

## 6. Digital Signatures and Electronic Contracts

6.1 **Digital signature:** Instructions and communications digitally signed and supported by a Digital Certificate or Electronic Key will have the same legal effect, validity and enforcement as if signed in writing.

6.2 **Electronic contracts enforceable:** You are satisfied that electronically executed contracts are enforceable and with all the legal risks associated with such contracts.

6.3 **Use of Mobile Devices:** (a) Our mobile banking functionality allows Your Users or Authorised Persons to view Reports or authorise Instructions on Straight2Bank Web via a Mobile Device; (b) When authorising Transactions via a Mobile Device, Your Authorised Persons may not be able to view the full details of the underlying Transaction at the time of authorisation. You bear any risks arising from any Instructions authorised through a Mobile Device (including the risk of fraud).

6.4 **Websites:**

- (a) For more efficient access to Our internet-based systems, We may put "cookies" temporarily on Your computer. You may disable the cookies, but in doing so, You may not be able to access all of Our Services.
- (b) Some links on Our Website lead to websites not under Our control. We are not responsible for such websites nor for their content.
- (c) For hyperlinks to Our other Websites, the terms of such other Websites apply. If there are no terms, the Agreement applies.

## 7. Authority of Your Authorised Person

7.1 **Acts of Authorised Person:**

Unless You advise Us in writing otherwise (and We acknowledged such advice), an Authorised Person shall have the authority to give Instructions, sign any document and perform any act on Your behalf including:

- (a) agreeing, supplementing, restating or varying the terms of the Agreement, including the addition or removal of any Service; and
- (b) instructing Us to include You in a common Channel(s) set-up created for all or certain Client Group Members and appointing any of Your Affiliates as an agent on Your behalf (including appointing any successor),

You are bound by the actions of Your Authorised Person.

7.2 **Termination of Authorised Person's authority:**

You may terminate an Authorised Person's authority by notifying Us in writing.

## 8. Amounts, Expenses and Debiting Accounts

8.1 **Amounts and Expenses:** You must pay Us without set-off, deduction or counterclaim:

- (a) any fees or amounts due or payable under the Agreement, for any Transaction or as Notified by Us; and
- (b) any expenses or Losses We incur in connection with the Agreement or for any Transaction.

8.2 **Clawbacks:** We may cancel, reverse or debit any payment We make under the Agreement or for any Transaction (including any interest paid):

- (a) to correct a mistake;
- (b) where We have not received cleared and unconditional funds in full or promptly;
- (c) where We are required to return the funds to the relevant payer or drawer; or
- (d) where We have reasonable grounds for doing so.

8.3 **Debiting Your Accounts:** We may:

- (a) debit any amount due or payable under the Agreement or for any Transaction from any of Your Accounts with Us at any time; and
- (b) charge interest on any amount due under the Agreement or for any Transaction at a rate We reasonably decide from the due date to Your actual payment date.

## 9. Arrangements with Financial Institutions

9.1 We may enter into fee and information sharing arrangements with a financial institution or a Bank Member. We may disclose information relating to You to such persons. If You ask, We will give You details of such arrangements.

## 10. Indemnity and Limitation of Liability

10.1 (a) **General exclusion of liability:** We are not liable for any Loss that You suffer or incur in connection with any:

- (i) Service, Channel, System Materials or Transaction;
- (ii) act or omission on Our part; or
- (iii) Force Majeure event,

whether the Loss arises out of breach of contract, a tort, under statute or otherwise. We remain liable for Your direct loss caused by any fraud, gross negligence or wilful misconduct on Our part but exclude any liability for indirect or consequential losses or loss of profit whether or not they were foreseeable or likely to occur.

(b) **Monetary Limitation:** In relation to Services accessed through a Channel, Our total liability for any claim for any Losses arising from failure or disruption of such Channel in any calendar year shall not exceed the higher of the total sum of the Service charges paid by You for the 90 days before the date of such Loss or US\$100,000.

10.2 **Your indemnity:** You indemnify Us on demand against any Loss arising from or incurred by Us in connection with:

- (a) Our providing any Service to You
- (b) You or Your Authorised Person not complying with any obligation under the Agreement;
- (c) Our acting or declining to act on Your Instructions; and
- (d) Our holding any security or dealing with any secured asset.

- (e) Our making currency conversions in accordance with the Agreement; and
- (f) any Tax payable by Us on, or calculated by reference to any amount paid or payable by or to You under the Agreement (excluding any Tax payable by Us by reference to Our net income received or receivable by Us).

This indemnity is independent of Your other obligations under the Agreement and continues after such Agreement ends.

- 10.3 **Other limitations of liability:** Any other limitation of liability contained in any Service Supplement is in addition to and does not limit this Clause.
- 10.4 **Documents for transmission to third parties:** You are responsible for any document or data You provide Us for transmission to third parties and We are not responsible for and have no duty to review such documents before transmission.
- 10.5 **Notification to Us:** You must notify Us in writing within 6 months of becoming aware of the material facts of any claim You have against Us, failing which, You waive all Your rights to claim against Us.

### 11. Disclosure of Information

- 11.1 We will keep information, including Personal Information, provided by You or relating to You confidential except that We may disclose such information to:

- (a) any Bank Member;
- (b) any Bank Member's service provider, insurer or insurance broker or professional advisor who is under a duty of confidentiality to the discloser;
- (c) any actual or potential participant, sub-participant or transferee of Our rights or obligations under any Transaction between the Parties (or any of its agents or professional advisors); or
- (d) any rating agency, or direct or indirect provider of credit protection.

We, any Bank Member or third party referred to above may transfer and disclose any such information as required by law or by any Authority or by an agreement between Us and any Authority.

### 12. Dealings

- 12.1 **No dealings by You:** You may not assign, novate, transfer or otherwise deal with Your rights or obligations under the Agreement without Our consent.
- 12.2 **Dealings by Us:** We may assign, novate, transfer or otherwise deal with all or any of Our rights and/or obligations under the Agreement without any person's consent. You must comply with Our reasonable requests to give effect to the same including giving Your consents and signing documents.

### 13. Set-Off

- 13.1 We may set-off any amount You or any of Your Affiliates owe Us or any of Our Affiliates (whether or not due for payment) against any amount We owe You under the Agreement or any amount in any Account You hold with Us. We may do anything necessary to effect such set-off under this Clause (including varying the date for payment of any amount by Us to You and making currency exchanges).

### 14. Currency Conversion and Indemnity

- 14.1 We may make currency conversions in respect of any amount received by Us from You or due to You from Us or arising from Your Instructions using Our applicable prevailing exchange rate. You must pay Our usual charges for such conversion.

### 15. Taxes

- 15.1 If You are required to deduct any Tax from a payment to Us, You must increase the amount payable so that We receive the amount

We would have received if no deduction had been required.

- 15.2 If We are required to deduct any Tax from a payment to You, We do not have to increase the amount payable so that You receive the amount You would have received if no deduction had been required. Each Party agrees to deduct the amount for the Tax, pay the Tax to the relevant Authority in accordance with applicable law or agreement and give the original receipts to the other Party.

### 16. Termination and Suspension

- 16. **Termination by either Party:** Either Party may terminate the whole or any part of a Service, or the Agreement, by giving the other Party 30 days prior written notice.

- 16.2 **Termination by Us:** We may terminate the whole or any part of a Transaction, Service or the Agreement, immediately without prior notice:

- (a) if You breach any term of the Agreement or any other agreement between the Parties;
- (b) if You are the subject of any Insolvency Proceedings in relation to all or any part of Your revenue or assets;
- (c) if it is or is likely to become unlawful for either You or Us to perform our respective obligations under the Agreement;
- (d) if complying with the Agreement may cause Us to breach a regulatory requirement or any agreement between Us and any Authority or Our policy associated to any applicable law or order or sanction of any Authority; or
- (e) upon the occurrence of any circumstance affecting You or the Service which We reasonably consider exceptional.

- 16.3 **Our suspension:** We may suspend a Transaction and/or Service at any time. If We do, We will Notify You as soon as practicable.

- 16.4 **Your request to suspend:** We will suspend the whole or any part of a Service on Your request in writing.

- 16.5 **Instructions prior to termination or suspension:** Any Instruction given or any Transaction made prior to or at the time of termination or suspension will not affect a person's accrued rights and liabilities unless otherwise agreed.

- 16.6 **Surviving provisions:** The provisions relating to clawbacks, indemnities, limitation of liability, disclosure of information, set-off, currency conversions, taxes, return or destruction of materials, governing law and jurisdiction and the provisions under the heading, "General" survive termination of any Agreement.

- 16.7 **Force Majeure:** We may suspend providing any Service until a Force Majeure event has ceased.

- 16.8 **Return or destruction of materials:** Upon termination of the Agreement or closure of an Account, You must:

- (a) return any materials relating to the Service We gave You; and
- (b) promptly follow Our reasonable instructions in connection with terminating the Service or closing the Account and certify to Us in writing that it has been done and sign and return any document We reasonably request.

### 17. Partnerships

- 17.1 **Liability:** For partnerships, all partners (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us even if there are any changes in Your partnership or You implement a name change.

- 17.2 **Cessation as partner:** Any person who stops being a partner for any reason remains liable for all debts and other liabilities You owe Us which have accrued up to and including the date that such person ceases to be a partner.



17.3 **Continued dealings:** Unless You tell Us otherwise in writing, We may treat the remaining and/or new partners as having full authority to act on Your behalf.

17.4 **Notification of changes:** You must promptly notify Us in writing of any change in Your partners or name change.

### 18. Governing Law and Jurisdiction

#### 18.1 Governing law

The contractual relationship between the Parties relating to:

- (a) opening and operation of Accounts, is governed by the laws of the Service Location in which an Account is maintained;
- (b) Services (other than Services relating to the opening and operation of Accounts) provided to a Client Group Member in one Service Location, is governed by the laws of that Service Location; and
- (c) Services (other than Services relating to the opening and operation of Accounts) provided to Client Group Members in more than one Service Location, is governed by the laws of England, starting from when the Services are provided or are to be provided in the second Service Location, but not retrospectively and continue to apply even if the number of Service Locations reduces to one.

#### 18.2 Jurisdiction

- (a) The Parties submit to the non-exclusive jurisdiction of the courts of the jurisdiction whose governing law applies.
- (b) In addition to Our rights under sub-paragraph (a) above, We may take enforcement action in any jurisdiction where You perform Your business or have any assets.

18.3 **Waiver of immunity:** You irrevocably waive any sovereign and other immunity You may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

### 19. Process Agent

19.1 **Appointment of agent:** If We request, You will irrevocably appoint a process agent as Your agent to receive any document in a court action in connection with the Agreement and notify Us of the name and address of the agent. If You fail to appoint such agent within 7 Banking Days, We may appoint a process agent for You and Notify You.

19.2 **Replacement agent:** If that person is no longer Your agent for that purpose, a replacement agent must be appointed immediately and You must notify Us of the replacement agent's name and address. If you fail to comply, We may appoint a new agent for You. We will Notify You of the name and address of the replacement agent.

### 20. General

20.1 **Our agents:** We may employ independent contractors and agents (including correspondents) to perform any of Our obligations or a Service.

20.2 **Service Level Agreement:** Unless otherwise agreed, a Service Level Agreement has no legal effect.

20.3 **Intellectual Property Rights:** All Intellectual Property Rights in the System Materials or any Website remain vested in Us or any licensor or other person We have contracted with. You must not change, decompile, reverse engineer or make copies or derivative works of any Software or interfere with any Systems Materials or information stored on it or transfer, share or sub-license the Software or any System Materials or copy them without Our prior written consent.

20.4 **No breach:** Nothing in the Agreement obliges Us to do or omit to do anything if it would or might in Our reasonable opinion constitute a breach of Our policy or any applicable law or order or sanction of any Authority.

20.5 **Exclusions:** Except as expressly set out in the Agreement, the Services and the System Materials are provided on an "as is" and "as available" basis and all terms, conditions and warranties express or implied by law relating to the Services or the System Materials including but not limited to quality, availability, security and fitness for purpose are excluded to the extent permitted by applicable law.

20.6 **Banking Day:** We will only act on any Instruction or perform any Service on a Banking Day in the Service Location.

20.7 **Records and certificates and other information being conclusive:** All Our records of Your Instructions or reports, certificates and other information We provide You are based on Our records and are conclusive in the absence of manifest error. Any rate, price or an amount owing to or by You as Notified by Us is conclusive in the absence of manifest error.

20.8 **Entire agreement and non reliance:** The Agreement is the entire agreement between the Parties about its subject matter and replaces all previous agreements between the Parties on that subject matter and You have not relied on any oral or written representation or warranty made, or purportedly made, by Us or on Our behalf except as set out in such Agreement.

20.9 **Inconsistency:** If there is any inconsistency between:

- (a) these Standard Terms and the relevant Service Supplements or any other terms and conditions referred to in any Application Form, the latter prevails;
- (b) these Standard Terms and the relevant Country Supplement, the Country Supplement prevails; and
- (c) the English version of the Agreement and any translations, the English version prevails.

20.10 **Changes:** We may change the Agreement or any Service and will Notify You of such change and the effective date of such change.

20.11 **Severability:** If any term of the Agreement is invalid, unenforceable or illegal in a jurisdiction, only that term is severed for that jurisdiction.

20.12 **Cumulative rights:** The Parties' rights under the Agreement are in addition to any other rights, independent of the Agreement.

20.13 **Exercise of rights:** If We do not exercise a right or remedy under the Agreement, We may still exercise it later.

20.14 **Counterparts:** The Agreement may consist of a number of copies, each signed by one or more Parties to such Agreement. Such signed copies form one document.

20.15 **Third party rights:** Unless stated otherwise in the Agreement:

- (a) a person not a party to the Agreement has no right to enjoy or enforce any benefit under it; and
- (b) the consent of any person not a party to the Agreement is not required to amend such Agreement.

### 21. Intermediaries

21.1 If You are an intermediary acting for a third party, You:

- (a) represent to Us that You have:
  - (i) satisfactorily performed all know-your-customer and other anti-money laundering checks in accordance with any applicable law or any act or order of any Authority and Your internal policies (including verification of the third party's identity and source of funds and nature of such third party's transactions); and
  - (ii) appropriate processes to detect and report any suspicious activity involving the third party; and
- (b) will keep the information obtained under sub-paragraph (a) above up to date.

# Standard Chartered SME Country Supplement to Standard Terms (Malaysia)

If You are an SME client, in addition to any amendment in the applicable Country Supplement, the Agreement will be further amended as follows:

1. Clause 1.1 will be amended by adding additional definitions to read:

“**Tariff Sheet**” means, for a Service, a document (which may not necessarily be called a ‘tariff sheet’) setting out some of the fees and costs that may apply to a Service.

“**Service Brochure**” means, for a Service, a brochure describing the features of the Service. The brochure may not necessarily be called a ‘service brochure’.”
2. Clause 1.2(a)(iii) will be amended by adding the underlined words to read:

“ ‘person’ includes an individual, a sole proprietorship, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust; ”
3. The following Clause 8.4 will be added after Clause 8.3:

“Tariff of amounts and expenses: You need to ensure you are aware of and understand the interest, amounts due or payable referred to in the Agreement. These are set out in the Tariff Sheet or are available by contacting Us at one of Our branches or by contacting Our customer service hotline at 1300 888 111 or by visiting [standardchartered.com.my](http://standardchartered.com.my).

Our Tariff Sheet and Service Brochure are revised periodically and You must pay the interest, fees and amounts applying at the relevant time.”
4. The following Clause 11.2 will be added after Clause 11.1:

“You opt for and agree that We may disclose Your information to parties specified in clause 11.1 (Disclosure of Information) for the purposes of:

  - (a) understanding Your needs;
  - (b) risk management;
  - (c) outsourcing or consolidating Our operations;
  - (d) any sale of assets or corporate exercise;
  - (e) procuring credit protection; or
  - (f) undertaking any note issue.
5. Clause 16.2 (f) will be added to clause 16.2 to read:

“**Termination by Us:** We may terminate the whole or any part of a Service or the Agreement, immediately without prior notice:

  - (a) ...
  - (e) upon the occurrence of any circumstance affecting You or the Service which We reasonably consider exceptional; or
  - (f) if You are a sole proprietor, the sole proprietor dies or becomes incapacitated.”
6. Clause 17 and 17.1 will be amended by adding the underlined words:

## “Partnerships and Sole Proprietorships

Liability: For partnerships, all partners (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us even if there are any changes in Your partnership, You implement a name change or are dissolved. For sole proprietorships, the individual constituting the sole proprietorship is liable for all debts and other liabilities owed by You to Us even if there are any changes in the way the sole proprietorship is constituted, You implement a name change or the sole proprietorship no longer exists.”

7. Clause 20.8 (c) is deleted.

# Standard Chartered Country Supplement (Malaysia)

For Services provided to You in or into Malaysia, the Agreement will be amended as follows:

Capitalised terms used but not defined in this Country Supplement have the meanings set out in the Agreement.

## Account Terms Country Supplement

1. In accordance with the provisions of the Unclaimed Moneys Act 1965, Deposits in an Account which have been dormant for 7 years will be gazetted as "Unclaimed Monies" and will be remitted by Us to the Registrar of Unclaimed Moneys for credit into the Consolidated Trust Account maintained by the Government of Malaysia.
2. Deposit account is eligible for protection by PIDM. For the avoidance of doubt, deposit account means current account, savings account or fixed deposit account.

## Standard Terms Country Supplement

1. Clause (Contact Information) will be amended by inserting the paragraph below:  
"If You are dissatisfied with Our Service and wish to make a complaint, You may lodge a complaint to Us accordingly. You can get more details on how and where to make a complaint at any of Our branches or at Our website [www.standardchartered.com.my](http://www.standardchartered.com.my)"
2. Any Digital Certificate generated for logging in to the application for utilising any Service is not and shall not be treated as issued by any certification authority pursuant to the Digital Signature Act, 1997 (the "Act" ) or any amendments thereto or any similar provisions applicable in Malaysia. We shall not be construed as carrying on, or operating, as a certification authority under the Act. We are not liable to any person for any representations or misrepresentations by any User in this regard or if any Digital Certificate is misconceived by anyone as a certificate issued by such a certification authority.

# Standard Chartered Time Deposit Terms (Malaysia)

## 1 Introduction

- 1.1 These terms set out specific terms and conditions on which We agree to provide you with Time Deposit.
- 1.2 To the extent of any inconsistency between these terms in respect of Time Deposit and Our Standard Terms and/or Account Terms, these terms prevail.
- 1.3 Our Time Deposit is eligible for protection by Perbadanan Insurans Deposit Malaysia.

## 2 Definitions

Capitalised terms used but not defined in these Account Terms have the meanings set out in the Standard Terms and the Account Terms.

“Foreign Currency Deposit” means fixed deposit of foreign currency.

“Time Deposit” means any term deposit, time deposit or fixed deposit described in clause 3.

## 3 Choosing the account that is right for you

We offer a variety of Time Deposits designed to suit your personal banking needs. If You need Us to explain any of the features of, or the terms applying to any Time Deposit, please contact Us at any of Our branches or Our service hotline.

## 4 Time deposits

### Interest on Time Deposits

- 4.1 Interest on a Time Deposit is paid at a rate We determine. In some circumstances, We may allow an early withdrawal (whether in full or in part). We may not pay all the interest accrued if you make an early withdrawal of any amount. More details on the applicable interest rate, arrangements for interest payable on amounts withdrawn early are available by contacting Us at one of Our branches or Our service hotline.

### Maturity of time deposit

- 4.2 If a Time Deposit matures on a day which is not a banking day in Malaysia, then the date will be extended to the next banking day.
- 4.3 We only pay the principal and interest to You at the branch where it was initially placed (unless We otherwise agree).
- 4.4 You must instruct Us in writing (or any other way We agree to accept) before the maturity date (and in the case of foreign currency deposits, at least 2 banking days before the maturity date) whether You want:
  - § to renew the Time Deposit; or
  - § Us to pay You the principal and interest on the maturity date.If You do not instruct Us, We may renew the Time Deposit for a similar term with interest at the prevailing interest rate for that term. However, We have no obligation to do so.
- 4.5 Interest ceases to be payable after the maturity date unless the Time Deposit is renewed.

## 5 Foreign currency

### Terms of deposit

- 5.1 We accept Foreign Currency Deposit in currencies acceptable to Us and on the conditions (including term, interest rates and minimum deposit amounts) available at Our branches or on Our website. Contact Us for details.

### Deposit methods

- 5.2 We may accept and deposit, as agent for collection foreign currency drafts, cheques for good value after clearance. We deduct from the proceeds Our fees and charges (the details of which are available by contacting Us) and any fees and charges that may be imposed by third parties.

However, We may refuse to accept for collection drafts or cheques drawn in favour of third parties or if the payee's name is not identical to Your name in Our records.

We return dishonoured cheques, drafts or cheques to Your last notified address at Your risk and cost.

### New or additional funds

- 5.3 New or additional funds received for Foreign Currency Deposit with no specific instructions will be placed for a minimum of one month. Additional funds which are below the required minimum amounts will be amalgamated with Your existing deposit in the same currency and with the earliest maturity date.

### Withdrawal methods

- 5.4 Foreign currency Accounts which are time deposits may not be withdrawn before the maturity date. However, We may allow withdrawal before the maturity date subject to any conditions We may impose (including a period of notice, reduced or nil interest fees, penalty fees and other charges).

### Interest on foreign currency deposits

- 5.5 Interest on a Foreign Currency Deposit is paid at a rate We determine. The applicable interest rate is available by contacting Us at one of Our branches.

### Foreign exchange controls

- 5.6 Foreign Currency Accounts, and all transactions under them, are subject to any applicable exchange control laws.

### Exchange risk

- 5.7 You acknowledge that:
  - § are aware of the risk of interest rate and exchange rate fluctuations and the effect that such fluctuations may have on the credit balances in the account;
  - § adverse exchange rate movements could result in the credit balance (even after interest is credited) being less than the amount You deposit.

## 6 Receipt

- 6.1 The Time Deposit receipt given to You, if any is only an acknowledgement of the placement of the Time Deposit and is not a document of title.
- 6.2 Where the Time Deposit was placed via cheque, the Time Deposit receipt issued is subject to clearance of the relevant cheque and is not to be treated as confirmation that the said cheque has been cleared.
- 6.3 The production of the original Time Deposit receipt is not evidence that the Time Deposit is still subsisting, and shall not by itself constitute sufficient evidence to rebut any records in Our systems indicating that the Time Deposit has been uplifted.

# SME Business Debit Card Terms and Conditions (Malaysia)

## 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 These Terms and Conditions are to be read together with the Standard Terms and the Account Terms (collectively referred as the "Principal Terms"), whichever is applicable, as may be amended from time to time.
- 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 Business Debit Card(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 Bank Malaysia 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)

## SME Debit Card Terms and Conditions

(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;
- (b) The Bank may decline the withdrawal or use of any amounts so allocated and set aside.

## SME Debit Card Terms and Conditions

- 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.
  - (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 Bank may at its discretion allow any Account to be overdrawn, in which case:
- (a) the Bank may charge interest on the Overdrawn Balance subsisting at any time on the Account and such interest shall be calculated on such basis and at such rate as the Bank may at its discretion from time to time set, subject to a minimum monthly charge of such sum as the Bank may set;
  - (b) The Bank may debit any such interest or charge to the Account monthly or at such other intervals as the Bank may at its discretion determine.
- However, nothing in the Agreement shall impose any obligation on the Bank to grant the Customer any loans, advances or credit facility on the Account.
- 6.3 The Card number embossed on the Card may not correspond to the Account number.
- 6.4 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;  
Provided that the 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.
- 6.5 The Customer acknowledges and agrees that the Cardholders will be able to view the account balances in respect of the Account.
- 6.6 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; and
  - (c)
    - (i) the Bank shall be entitled to continue to debit the Account with respect to any interest, 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
    - (ii) 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:
- (a) not record any PIN except where it is disguised in a way that others are not able to decipher it;
  - (b) not to let anyone to use the Card and/or the Pin;
  - (c) take all reasonable steps to keep the Card safe and the Pin secret;
  - (d) 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:
- (a) become aware that their Card may have been lost or stolen; or
  - (b) suspect that someone knows their PIN; or
  - (c) 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:
- (a) notify and give the Bank a written confirmation;
  - (b) 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

## SME Debit Card Terms and Conditions

- 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 interest, 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 Bank is entitled to charge and debit from the Account:
- (a) an annual membership fee for the Card. The Bank will provide the Customer with 30 days' notice prior to debiting the said fee;
  - (b) an administration fee and overdraft interest as determined by the Bank in its sole discretion, if the Account becomes overdrawn without the prior authorisation of the Bank;
  - (c) 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
  - (d) 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:
- (a) calculated with reference to a year of 365 days; and
  - (b) compounded on a monthly rest basis or such other basis as the Bank shall deem fit from time to time and shall be levied until the date of payment in full of all outstanding sums due from the Customer to the Bank.
- 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.
- 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 interests, 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



## SME Debit Card Terms and Conditions

- 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 (a) 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.
- (b) 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 ceases 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 for 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 interests, 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 afore-mentioned 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

## SME Debit Card Terms and Conditions

- (bb) insufficient available funds arising from the Bank allocating and setting aside amounts in the Account, or
- (bb) the delay in releasing such setting aside.

telecommunications, computer, payment, collections, security, investigation, clearing, credit reference, marketing, checking services, promoting any products or services);

### 12. VARIATION OF THE TERMS AND CONDITIONS

- 12.1 The Bank is entitled, in its absolute discretion, 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 by
  - (b) publishing the revised T&C's on the Bank's website;
- 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.

whether in Malaysia or outside Malaysia, under or in connection with the Account or the Bank's business;

- (iii) who is a police or public officer conducting an investigation in connection with any offence;
- (iv) for the purpose of marketing or cross-selling the Bank's products or services;
- (v) who is a bank, financial institution or credit or charge card company;
- (vi) who is a credit bureau. The Customer and the Cardholder(s) also agree to such credit bureau making disclosure of such information to parties to whom such credit bureau is permitted to disclose the same for the purpose of the assessment of the creditworthiness of any persons;
- (vii) who is a Merchant;
- (viii) who is a member institution of MasterCard or VISA;
- (ix) to whom (including, without limitation, all regulatory, supervisory or other government authority or body, court of law or tribunal whatsoever, in Malaysia or any other jurisdiction, for any purpose whatsoever) such disclosure is required by law, regulation, judgment, or order of court or order of any other tribunal or pursuant to any directives of such entities) to be made by any Bank Group Entity;
- (x) who is an actual or potential assignees(s) or transferee(s) of any rights and obligations of the Bank or other participants in any of its rights and/or obligations under or relating to the Account; or
- (xi) who is a person whom the Bank and/or its officers consider in good faith is in the interest of the Bank to make such disclosure to,

### 13. DISCLOSURE

- 13.1 The Customer and the Cardholder(s) irrevocably and unconditionally consent to the Bank and any officer of the Bank to disclose any Customer Information and/or Cardholder Information wherever situated including information residing in the global data systems of the Bank or its related corporates as the Bank shall consider appropriate for any purpose whatsoever as the Bank may think fit to:
- (a) any officer of the Bank;
  - (b) the Bank's head office, branches, representative offices, subsidiaries, related corporations or affiliates (each a "Bank Group Entity"), including their employees, officers, agents, servants, correspondents, independent contractors or associates and duly appointed third party service providers, in Malaysia or overseas;
  - (c) any other person, whether situated in Malaysia or elsewhere;
    - (i) to whom the Bank outsources the performance of its operational functions or any person participating in the provision to the Bank,
    - (ii) the Bank's agents, insurers, contractors, professional advisors, outsourced agents appointed by the Bank, or any other third party service provider of services including, but not limited to:
      - (a) the making, printing, storing, mailing of cheques and cheque-books, stationery, envelopes, cards, labels, mailers or any other documents or items containing any Customer Information and/or Cardholder Information;
      - (b) sending of messages to the Customer and/or Cardholder(s) by way of the short message service (SMS);
      - (c) debt collection, professional, management, administrative, delivery, ATM, electronic,

and the Customer and the Cardholder(s) hereby acknowledge that each of the above-mentioned entities or persons may at all times disclose Customer Information and Cardholder Information to the Bank and to each other.

- 13.2 (i) The Customer and the Cardholder(s) consent to and authorises the use by the Bank of any Customer Information and Cardholder Information for the purposes of the sending of commercial messages to the Customer.
- (ii) The provisions in this Clause 13.2 shall constitute the consent by the Customer and the Cardholder(s) for the purpose of the provisions of any spam control laws (whether in Malaysia or elsewhere).
- 13.3 The Bank's rights to disclose Customer Information and Cardholder Information under this Clause 13 will continue even if the Account is closed or the use of any Card is terminated or the Agreement is terminated.
- 13.4 The Bank's rights under this Clause 13 shall be in addition and without affecting other rights of disclosure available pursuant to the Banking and Financial Institutions Act 1989 or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

### 14. OUTSOURCING

14.1 The Bank shall have the absolute discretion to outsource or sub-contract any part of its business or functions, including its banking operations to such third party (including without limitation to any related corporation or other party outside Malaysia) and on such terms as the Bank deems fit.

14.2 The Customer and the Cardholder(s) agree that such outsourcing may involve the transfer of Customer Information and/or Cardholder Information within or outside Malaysia and the Customer and the Cardholder(s) agree to authorise access by such third party to process or deal with Customer Information and/or Cardholder Information.

14.3 (i) The Customer and the Cardholder(s) acknowledge that such third party may, in certain circumstances be required to, and the Customer and the Cardholder(s) agree that it may, disclose Customer Information and/or Cardholder Information (as the case may be) to any other party.

(ii) Such circumstances include, but are not limited to, the third party being compelled to disclose such information pursuant to a court order, criminal investigations or prosecutions, and where so ordered or requested by a tribunal, or government, tax or other regulatory authority.

### 15. RIGHT OF SET-OFF / COMBINATION

15.1 The Customer hereby authorises the Bank to, at any time, without demand or liability to the Customer:

- (a) combine or consolidate any and all account(s) maintained by the Customer with the Bank; and/or
- (b) set-off or transfer any monies standing to the credit in any or all such account(s) in or towards the full or partial discharge of any and all sums due to the Bank from the Customer on the Account or under the Agreement;

Notwithstanding that the credit balances on such accounts may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the Bank's own rate of exchange then prevailing.

15.2 Clause 15.1 applies to such other accounts wheresoever situated, including those in overseas branches of the Bank and in different jurisdictions, and whether such other accounts are held by the Customer alone or jointly with others and whether or not such other accounts are current, savings, time-deposit (whether matured or not) or otherwise.

### 16. CONCLUSIVENESS OF DOCUMENTS

16.1 The Customer and Cardholder(s) agree that:

- (a) The Bank may record telephone calls between the Customer and/or the Cardholder(s) and the Bank, electronic mail instructions and/or communications from the Customer and/or the Cardholder(s).
- (b) Such recordings will be conclusive and binding evidence against the Customer and/or the Cardholder(s) for all purposes whatsoever and shall be conclusive evidence of the instructions, information and/or content of the calls or electronic mails and the Bank may, in its absolute discretion, destroy any document relating to the Card and/or the Account after microfilming the same.
- (c) (i) All such recordings and all the Account

Statements and other records of the Bank (including computer and microfilm stored records) of all matters relating to the Card and/or the Account are admissible in evidence in any proceedings; and

(ii) The Customer and/or the Cardholder(s) will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and statements merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and the Customer and the Cardholder(s) hereby waive

(d) 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.

16.2 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.

16.3 Notwithstanding Clause 16.2, nothing shall prevent the Bank from rectifying any errors omissions in any statement or advice, and any statement or advice so rectified shall be binding on the Customer.

### 17. 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.

### 18. COMMUNICATIONS

18.1 All Account Statements, notices, demands or other communication under the Agreement may be:

- (a) left at the Customer's last known address on the Bank's records; and/or
- (b) sent by ordinary post to the Customer's last known address on the Bank's records; and/or;
- (c) sent by facsimile transmission to the Customer's last known facsimile number on the Bank's records; and/or
- (d) sent by electronic mail or through the Internet or any electronic medium selected by the Bank to the Customer's last known electronic mail address on the Bank's records; and/or
- (e) published in such manner as the Bank may select

18.2 All communication is deemed to have been effectively served on the Customer and/or the Cardholder on:

- (a) the date of delivery if delivered by hand;
- (b) one day immediately following the date of posting if sent by post in Malaysia and five days after the date of posting if sent by post to an address outside
- (c) on the date of transmission if sent by facsimile transmission, electronic mail, Internet or any electronic medium selected by the Bank; and
- (d) on the date of publication if published,

## SME Debit Card Terms and Conditions

- notwithstanding that (in the case of Clauses 18.2(a) to 18.2(c)) it is not received by the Customer and/or the Cardholder or is returned undelivered.
- 18.3 Without affecting the terms under Clauses 18.1 and 18.2, the Bank may send to the Customer and/or the Cardholder(s):
- any marketing or promotional materials or any other communication (including but not limited to information, cards, postcards, mailers, letters, any other documents or items) by:
    - short message service (SMS) to the last known cell-phone number of the Customer or the Cardholder(s) (as the case may be) on the Bank's records;
    - electronic mail to the last known electronic mail address of the Customer or the Cardholder(s) (as the case may be) on the Bank's records;
    - facsimile transmission to the last known facsimile number of the Customer or the Cardholder(s) (as the case may be) on the Bank's records;
    - ordinary pre-paid or personal delivery to the last known address of the Customer or the Cardholder(s) (as the case may be) on the Bank's records.
- 18.4 The Customer agrees that the Bank may also send to the Customer and/or the Cardholder(s) by SMS or electronic mail or any other form of electronic means to the last known cell-phone number or electronic mail address on the Bank's records:
- payment amount reminders including the payment due dates;
  - reminders on any missed payments, alerts on any suspected account activities; or
  - any other information as the Bank may in its sole and absolute discretion think fit to disclose through such means.
- 18.5 The Bank may serve any written summons or any legal process or document requiring personal service in respect of any action or legal proceedings under the Agreement on the Customer or the Cardholder (as the case may be) by:
- leaving it at the last known address (whether within or outside Malaysia) of the Customer or the Cardholder (as the case may be) on the Bank's records; and/or
  - sending it by post to the last known address (whether within or outside Malaysia) of the Customer or the Cardholder (as the case may be) on the Bank's records.
- 18.6 Service of such legal process or document is deemed to have been duly served on the Customer or the Cardholder (as the case may be):
- on the date of delivery if it is delivered by hand;
  - one day immediately following the date of posting if sent by post in Malaysia; and
  - five days after posting if sent by post to an address outside Malaysia
- 18.7 Service of legal process is deemed to be good and effectual service of such legal process on the Customer or the Cardholder (as the case may be) and nothing in the Agreement shall affect the Bank's right to serve legal process in any other manner permitted by law.
- 18.8 Unless the Agreement otherwise provides, all communication, requests and instructions from the Customer and/or the Cardholder must be in writing and in accordance with the Bank's prescribed procedure then prevailing.
- 18.9 The Customer is required to advise the Bank of changes in address, email account and cell-phone number, promptly in order that all statements, notices and other communications may be received by the Customer in a timely manner.
- 18.10 The Customer's notification of any change of address, email account and cell-phone number are not binding on the Bank until the Bank's records have been amended. The Customer is therefore advised to ensure all such notification is given as early as possible.
- 19. GENERAL**
- 19.1 The Customer must indemnify and keep the Bank fully indemnified against:
- all claims, demands, actions and proceedings which may be made against the Bank;
  - 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:
    - the use or misuse of the Card or the Card Particulars with or without the Customer's knowledge or authority; or
    - 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
    - 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
    - any matter otherwise arising out of or in connection with the Agreement.
- 19.2 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:
- the Customer and/or the Cardholder; or
  - 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.
- 19.3 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:
- 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;
  - the execution by the Bank of any such deduction in respect of any month or period;
- And the Bank shall not be liable for any loss or damage suffered or incurred as a consequence of any failure or neglect by the Bank to effect any deduction or Card Transaction in respect of any one or more month(s) or period(s).
- 19.4 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

## SME Debit Card Terms and Conditions

---

- 19.5 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.
- 19.6 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.
- 19.7 The remedies under these Terms and Conditions are cumulative and are not exclusive of the remedies provided by law.
- 19.8 (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.
- 19.9 (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.
- 19.10 The Customer shall receive the Account Statement on a monthly basis.
- 19.11 The Customer is advised to retain the copy of sales drafts or transaction slips against the records on the Account Statement.
- 19.12 The Agreement is governed by the laws of Malaysia.
- 19.13 The Customer and the Cardholder(s) each hereby submits irrevocably to the non-exclusive jurisdiction of the courts of Malaysia with respect to any claim or dispute concerning or arising from the Agreement or any Card Transaction.
- 19.14 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]

# SME Phone Banking Services Terms and Conditions (Malaysia)

## 1. Introduction

- 1.1 These Terms and Conditions set out the terms and conditions on which the Bank agrees to provide you with the Phone Banking Services (“Services”) pursuant to the instructions in the Application Form.
- 1.2 These Terms and Conditions are to be read together with the Standard Terms and the Account Terms (collectively referred as “Principal Terms”), whichever is applicable as may be amended from time to time.
- 1.3 In the event of inconsistency between the Principal Terms and these Terms and Conditions, these Terms and Conditions shall prevail.

## 2. Definitions

- 2.1 Capitalised Terms used but not defined in these Terms and Conditions have the meanings set out in the Principal Terms.

“**Application Form**” means our SME Services Application Form for the Services completed by you and submitted to us;

“**Fund Transfer Services**” means the services provided by us which enable you to transfer funds from your Source Account to another account under the Services.

“**Source Account**” means the Account designated by you, from which funds are to be used for a fund transfer under the Fund Transfer Services or a payment under the Bill Payment Services. The Source Accounts designated for separate transactions may be different Accounts.

- 2.2 “We”, “our” and “us” means Standard Chartered Bank Malaysia Berhad and “you”, “your” and “yours” means the person identified in the Application Form as the client receiving the Services.
- 2.3 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.
- 2.4 Reference to a person includes reference to a sole proprietor, partnership firm, company, corporation or other entity.
- 2.5 Reference to a Clause is to a clause of these Terms and Conditions.
- 2.6 The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

## 3. Availability

- 3.1 The Services may be available only for certain types of Accounts and not others.
- 3.2 For sole proprietor, partnership or the Authorised Person of the company, you must be at least 18 years of age to use the Services. Nevertheless, if we at our sole and absolute discretion permit your use of the Services notwithstanding that you or the Authorised Person are below 18 years of age at the time, our rights under these Terms and Conditions and the Principal Terms shall not be prejudiced.
- 3.3 We only make the Services available if:
  - (a) You are recorded as the legal and beneficial owner of the Account and use of the Services in respect of the Account is acceptable to us;

- (b) You and each Authorised Person have complied with the activation procedures we specify.

- 3.4 The Services cannot be used on some types of accounts and transactions and we will advise you from time to time as to which types of accounts are eligible.
- 3.5 Certain types of facilities under the Services may be available only for certain types of accounts and not others, notwithstanding that both types of accounts are accessible under the Services.
- 3.7 We may issue any guidelines in connection with the use of the Services, the guidelines must be followed whenever anyone accesses the Services. We are not liable for any loss you incur as a result of any failure to do so.
- 3.8 The availability and proper functioning of Services may depend on many variable circumstances, including location, mobile network and proper functioning of your mobile network operator and mobile phone.
- 3.9 The Services will usually be available for use during normal operating hours or at the times set out in the guidelines or otherwise notified to you. However, routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Services to be available during all normal operating hours.

## 4. Limits

- 4.1 The Services may be limited to specific amounts set by law or by us or by the owner or operator of the electronic equipment. For example, there are maximum and minimum daily withdrawal amounts that may vary.

## 5. Security

- 5.1 You are responsible to take reasonable steps to safeguard the security of your or the Authorised Person’s access to the Services as follows, and as notified to you from time to time:
  - (a) You must not allow anyone else to operate the Services on your behalf. For companies and partnership, only the Authorised Person is allowed to operate any of the Services on your behalf.
  - (b) You must not leave your phone or any equivalent device which is used by you to access the Services unattended while you are on-line to the Services.
- 5.2 When you or an authorised person uses Services you or they must:
  - (a) not access the Services using any electronic equipment not owned by them or which they are not licensed or authorised to use; and
  - (b) take all reasonably practical measures to ensure that any electronic equipment from which they access the Services is free of and adequately protected against any risk.

## 6. Unauthorised Overdraft

- 6.1 It is your responsibility to make sure that no unauthorised overdrafts are created.

6.2 You cannot rely on the operation of the Services to prevent an unauthorised overdraft being created. In particular, you must remember that cheque and any payment instructions you or an Authorised Person has given using the Services may not be given immediate value or immediate effect and might not always be immediately reflected in the balance owing.

6.3 If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the Account in question, in accordance with the Principal Terms.

### 7. Fund Transfer Services by Phone Banking Services

7.1 This clause 7 applies only if the Services are available under the fund transfer services for your type of account.

7.2 You and each authorised person may use electronic equipment to access the following services, if any for the purposes set out below:

Name of service	Purpose
Interbank funds transfer service	To instruct us to transfer funds from a source account to a specified account with another bank in Malaysia.
Own account funds transfer service	To instruct us to transfer funds between accounts. This service may only be used where all named accountholders are identical across the accounts but excluding accounts which are known to us to be held by you in different capacities including trust accounts or estate accounts.
Bill payment service	To instruct us to transfer funds for payments from a source account to a specified payee.
Third party intrabank funds transfer service	You and each authorised person may use the third party intrabank funds transfer service to instruct us to transfer funds from a source account to a specified account with us which is held in the name of any one or more accountholders which is different from those in the source account, or an account known to us to be held by you in different capacities.

7.3 You and each authorised person may issue as many instructions to transfer funds in any one day as you wish. However, you and each authorised person may only issue instructions to transfer up to the preset or personalised limit per day as set out in the Application Form.

7.4 The preset daily limit may differ for different types of fund transfers and different types of accounts.

7.5 The limits may also be applied on an aggregated basis between differing fund transfer services. For details of the preset limits, see our website.

7.6 If you want to increase the limit after lowering it (subject always to the ceiling of the preset daily limit), please contact us.

7.7 If you use the bill payment services, we may give reports to payees, listing all users of the Services who have made payments to that payee and the respective amounts paid by each of those users. You consent to us to disclosing to the payee any information required in the reports.

7.8 Neither you nor any authorised person may issue instructions that will cause any limit we set for the bill payment services to be exceeded.

7.9 Payees may only receive payments after any minimum processing time we set.

7.10 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

(a) the source account does not contain sufficient funds to make the fund transfer; or

(b) you or an authorised person did not correctly use the Services; or

(c) circumstances beyond our control prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

### 8. Rates Quote

8.1 When using the Phone Banking Services, if you ask and we quote any exchange rate or profit rate to you, the rates are for your reference only and are not binding on us unless we subsequently confirm the rates in writing.

### 9. Variation

9.1 We are entitled to do any of the following at any time in relation to the Services:

(a) change the mode of operation; or

(b) add to, remove or otherwise change, end or suspend any of the facilities available.

You and each authorised person are taken to be bound by any variation to the operation of the Services if you or they continue to access the Services after we notify you of the variation.

### 10. Suspension

10.1 We may suspend Services temporarily at any time for maintenance and upgrading of services.

### 11. Fees and Charges

10.1 In addition to any fees and costs you must pay us, you must pay any fees or charges imposed by the provider of the electronic equipment and your telecommunications provider for using the Services.

### 12. Other Services and Programmes

12.1 We are not responsible for any services that are not controlled by us, through which you or an authorised person accesses the Services, and we are not liable for any loss you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

12.2 From time to time we offer value added services in connection with Services. These may be provided by us or a third party. We may vary or withdraw the services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the services.

[End of Clauses]