

Terms and Conditions

Current/Cheque/Savings Account and Time Deposit Terms

Personal Loan/Personal Line of Credit/Overdraft Terms

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Section 1 – Current/Cheque/Savings Account and Time Deposit Terms

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Important notice

You need to read this document

It sets out specific terms and conditions on which we agree to provide you with *current/cheque account, time deposit and savings account products*. **You must read it in conjunction with our Customer Terms, the pricing guide, the product brochure and any other documents forming our banking agreement included in your Welcome Pack.** To the extent of any inconsistency between these terms and our Customer Terms, these terms prevail.

Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

How to contact us

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our *products*, you may visit any of our branches or call our 24-hour Client Contact Centre at +65 6747 7000.

1. Choosing the account that is right for you

- 1.1 We offer a variety of *current/cheque accounts*, *time deposits* and *savings accounts* designed to suit your personal banking needs. The particular types of *current/cheque accounts*, *time deposits* and *savings accounts* we offer are set out in the *product brochure*. If you need us to explain any of the features of, or the terms applying to, any *current/cheque account*, *time deposit* or *savings account*, please contact us (see under "How to contact us" at the front of these terms).
- 1.2 For any *product* that you opt to renew upon maturity, you agree that (a) the terms of our banking agreement, including the Customer Terms and these terms and (b) all disclosures we made in respect of your original application apply to such renewed product.

2. Savings accounts

Minimum or maximum age for savings accounts

- 2.1 If you are required to be a certain age to apply for a *savings account*, it is set out in our website at www.sc.com/sg/save.

No cheque facility

- 2.2 *Savings accounts* do not include a cheque facility.

Interest - general

- 2.3 If you have a credit balance in a *savings account* you may be entitled to receive interest depending on the type of *account*. The rate of interest may be fixed or varied as we determine. We pay interest monthly or at other regular intervals that we determine.
- 2.4 Interest accrues daily and if the credit balance of your *savings account* is denominated in:
- Singapore Dollars, Hong Kong Dollars or British Pounds, we calculate interest on the basis of a 365 day year;
 - any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose).

Calculation of ADB

- 2.5 For the avoidance of doubt, any deposit, withdrawal or other transaction in relation to your savings account(s) that takes place on the last day of a calendar month, falling on either a Sunday, a public holiday or a bank holiday, will not be taken into consideration for the purposes of the Bank's computation of ADB.

Passbook or statement

- 2.6 Depending on the type of *savings account*, we may offer:
- a passbook; or
 - periodic statements.

Passbooks to be kept secure

- 2.7 You must keep your passbook secure (including keeping it in a safe place - please refer to the security procedures set out in the Customer Terms).

Over the counter transactions without passbooks

- 2.8 Despite anything else in our banking agreement, we may allow transactions to be carried out over the counter or otherwise without the passbook being produced.

Update of passbooks

- 2.9 You must update a passbook regularly if you frequently conduct transactions otherwise than over our branch counters.
- 2.10 If a passbook is not updated and there is any conflict between the information in the passbook and our records, our records prevail to the extent of that conflict.

ATM cards

- 2.11 For some *savings account*, you are issued with an *ATM card*.

3. Time deposits

Minimum age for time deposits

- 3.1 You must be at least 18 years old (unless we agree otherwise) to apply for a *time deposit*.

Interest on time deposits

- 3.2 Interest on a *time deposit* is paid at a rate we determine. You can contact us at our branches

or use phone banking to find out the applicable interest rate.

Withdrawals before maturity

- 3.3 Some types of *time deposits* may allow you to make a maximum number of withdrawals during the term of the *time deposit* without incurring any fee or affecting the interest rate. We also may allow an early withdrawal in other circumstances. However, charges may apply and we may not pay all the interest accrued if you make an early withdrawal. You can contact us for more details on arrangements for interest payable on amounts withdrawn early.
- 3.4 If your *time deposit* is denominated in:

- Singapore Dollars, Hong Kong Dollars or British Pounds, we calculate interest on the basis of a 365 day year;
- any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose).

Maturity of time deposit

- 3.5 If a *time deposit*:
- is denominated in Singapore Dollars and matures on a day which is not a business day in Singapore, the maturity date will be extended to the next business day; or
 - is denominated in any other currency and matures on a day on which banks are not open for general banking business in Singapore or any other city we specify for that currency, the maturity date is extended to the next such day.
- 3.6 We only pay the principal and interest to you at the branch where it was initially placed (unless we otherwise agree).
- 3.7 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 business 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, or pay the principal and interest into your *current/cheque account* or *savings account* with us upon maturity. However, we have no obligation to do so.

- 3.8 Interest ceases to be payable after the maturity date unless the *time deposit* is renewed.

Additional funds

- 3.9 If we receive additional funds for deposit without instructions, we place them on deposit for successive terms of one month until you instruct us otherwise. Any interest payable on the additional funds is calculated by us in accordance with our usual practice.

Application for joint time deposits

- 3.10 If you have a *current/cheque account*, a *savings account* or a *time deposit* that is jointly held with one or more joint account holders under a "single signing authority", we may but are not obliged to, rely and act on an instruction (the *Application Instruction*) from any joint-account holder to open one or more new *time deposits* in the name of all the joint account holders. Each of the joint account holders agrees that each *Application Instruction* received from any one joint account holder is binding on all the joint account holders even if they did not actually provide the *Application Instruction* personally.

4. Current/cheque accounts

Current/cheque accounts are accounts with a cheque facility.

Minimum age

- 4.1 Unless we agree otherwise, you must be at least 18 years old to apply for a *current/cheque account*.

Interest

- 4.2 Interest is not payable on a *current/cheque account* unless we specify otherwise in the *product brochure* for the particular type of *current/cheque account*.

Calculation of ADB

- 4.3 For the avoidance of doubt, any deposit, withdrawal or other transaction in relation to your current/cheque account(s) that takes place on the last day of a calendar month, falling on either a Sunday, a public holiday or a bank holiday, will not be taken into consideration for the purposes of the Bank's computation of ADB.

Cheque books

- 4.4 When you open a *current/cheque account*, we issue you with a cheque book. You must keep cheque books secure (including keeping them in a safe place - please refer to the security procedures set out in the Customer Terms).
- 4.5 If you need a new cheque book, it can be ordered by either filling out the application form in the cheque book or by any other process we offer. We may refuse to issue a new cheque book. We need not give you a reason for doing so.
- 4.6 When you receive your cheque book, you should check that the account number and name are correct.

Writing cheques

- 4.7 You or an *authorised person* must be careful when writing cheques to ensure the cheques cannot be altered without authorisation and to prevent fraud by forgery. For example, when writing cheques, you or an *authorised person* must:

- **never pre-sign cheques in blank;**
- only use cheques in the form we have issued;
- write in non-erasable ink or ballpoint pen;
- write the words and figure of the amount as close as possible to each other and to the left-hand margin in order to minimise space for insertions;
- ensure that the amount stated in words is identical to the amount stated in figures;
- add the word 'only' after the amount stated in words;
- if sending cheques by post, delete the words 'or bearer' (to make the cheque an 'order' cheque) and cross the cheque with two parallel lines;
- not alter the cheques (including deleting the words 'or bearer') unless confirmed by your or an authorised person's full signature;
- not sign cheques using a rubber stamped mark; and
- not use correction fluid.

We may dishonour and return any cheque that is not completed in accordance with these procedures, post-dated or out of date or otherwise in a form not acceptable to us.

If the words 'or bearer' are not deleted, the cheque is a 'bearer cheque' and may be deposited by anyone holding the cheque as some banks accept 'bearer cheques'. We may also choose to honour, accept or reject processing any cheque that is *prima facie* completed in accordance with these procedures, or otherwise in a form acceptable to us, without further reference to you.

You can protect yourself by crossing a cheque with two parallel lines and deleting the words 'or bearer' as the cheque must then be paid into the payee's account rather than 'on demand'.

Fees & charges

- 4.8 Fees and charges apply to cheques including stop fees, dishonour fees and fees if a cheque is returned to us for any reason (see the *pricing guide*).

Overdraft facility

- 4.9 We may allow you to use an overdraft facility on a *current/cheque account* if you have an overall credit balance on your *savings account*, *time deposit* and *current/cheque account*.
- 4.10 The overdraft facility may be used to draw cheques and for direct debit payment arrangements.
- 4.11 We set a limit for the overdraft facility and if the *current/cheque account* balance exceeds the limit then you must immediately make payment to reduce the balance to or below the limit. We may increase or decrease the limit at any time.

- 4.12 We charge interest on the debit balance of the overdraft facility calculated in accordance with the *pricing guide*. We debit any accrued interest from the *current/cheque account* on a monthly basis.
- 4.13 We do not take into account any uncleared funds in calculating the unused portion of the overdraft facility.
- 4.14 Interest accrues daily and if your *current/cheque account* is denominated in:
- Singapore Dollars, Hong Kong Dollars or British Pounds, we calculate interest on the basis of a 365 day year;
 - any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose).

5. Foreign currency

Deposits of foreign currency are generally made into a form of *savings account* or *time deposit*. However, foreign currency *current/cheque accounts* may also be available. For more information, contact us at our branches or by using phone banking.

Minimum age

- 5.1 Unless we agree otherwise, you must be at least 18 years old to apply for a foreign currency *account*.

Terms of deposit

- 5.2 We accept *foreign currency deposits* in currencies acceptable to us and on the conditions (including term, interest rates and minimum deposit amounts) which are available at our branches or through phone banking.

Deposit methods

- 5.3 We may accept and deposit, as agent for collection foreign currency drafts, or cheques for good value after clearance. We deduct from the proceeds our fees and charges (the details of which are available in our *pricing guide* or you may contact us at our branches or via phone banking 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 or drafts to your address we have on file for you at your risk and cost.

- 5.4 If you have an existing foreign currency *time deposit* and we receive additional foreign currency funds with no specific instructions, we may place them in any type of *account* we determine for a minimum of one month. However, if the additional funds are below our minimum deposit amounts, we may place them in an existing *account* in the same currency and with the interest rate and the earliest maturity date we determine.

Withdrawal methods

- 5.5 A foreign currency deposit which is a *time deposit* 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 and other charges).
- 5.6 If you make a withdrawal from a foreign currency *account* and that withdrawal is denominated in:
- British Pounds or US Dollars, we may (but do not need to) make available to you the proceeds of your withdrawal on the same day as your withdrawal;
 - any other foreign currency, you must notify us of your intention to make the withdrawal at least 2 business days before you make the withdrawal.
- 5.7 We may make the proceeds of any *foreign currency deposit* available to you in any currency we choose (including Singapore Dollars or US Dollars) despite the deposit being made in a different currency.
- 5.8 Proceeds of withdrawal may be available in foreign currency notes subject to availability. You must pay the applicable fees. Details of fees are available by contacting us.

Interest on foreign currency deposits

- 5.9 Interest on a *foreign currency deposit* is paid:

- at a rate we determine;
- on a monthly basis (except for a *foreign currency deposit* which has been deposited into a *time deposit*) or upon closure of the *foreign currency account*.

The applicable interest rate is available by contacting us at one of our branches or by using phone banking.

Foreign exchange controls

5.10 *Foreign currency deposits*, and all transactions in connection with them, are subject to any applicable exchange control laws.

Operation without verification of signature

5.11 For *foreign currency accounts*, we may waive any requirement to verify your signature or the signature of an *authorised person*. If we do so, the *account* is called a *discretionary account*. For *discretionary accounts*, the following applies:

- a *discretionary account* can only be operated using your signature and a joint *account* may only be operated by the signatures of all account holders;
- cheques and other instruments to be deposited into a joint *account* which is a *discretionary account* must be made in the name of all account holders;
- withdrawals from a *discretionary account* can only be made by drafts crossed with "Account Payee only" or by telegraphic drafts in your name or the names of all joint account holders for a joint *account*.

5.12 We may charge commission on a deposit or withdrawal made in cash, cheques, drafts, payment orders or other monetary instruments in the currency of the account for the *foreign currency deposit*. Please refer to the *pricing guide* or elsewhere in our banking agreement for details or contact us if you require further information.

Exchange risk

5.13 You acknowledge that:

- you 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 an *account*;
- adverse exchange rate movements could result in the credit balance (even after interest is credited) being less than the amount you deposit.

6. Minimum balances

6.1 Some *accounts* require you to maintain a minimum balance. For details on required minimum balances, refer to our *pricing guide* or contact us at our branches or via phone banking.

6.2 If a minimum balance applies to an *account* and the balance of the *account* falls below this minimum you must pay any applicable fees (the details of which are available in our *pricing guide* or you may contact us at our branches or via phone banking).

7. Payments into accounts

We may accept or refuse payment

7.1 We may accept or refuse to accept any deposit whether in cash or by cheque or other instrument or set minimum or maximum amounts on deposits. We need not give any reason for doing so.

7.2 Any cheque or other instrument is received by us as agent for collection on your behalf.

Your responsibility

7.3 You accept that any deposit through an *ATM* or *Cash Deposit Machine* with the use of a *card* is at your risk and is subject to us verifying and processing your instructions. You must check that your instructions have been processed accurately. If you do not notify us within 72 hours of the time the transaction is processed, our records of the transaction are taken to be correct.

Foreign cheques or instruments

7.4 If we agree to accept cheques or other instruments drawn on financial institutions located outside Singapore, you acknowledge that:

- clearance depends on the laws and practices of the location of the financial institution;
- we are not responsible for the value given by the

financial instrument or any other *loss* incurred in connection with the cheque or instrument.

Receipts

7.5 Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.

7.6 A deposit slip is only valid if endorsed by our machine print (if deposited at a self service machine) or by our stamp and signature of a bank employee or officer authorised by us (if deposited at a branch).

7.7 Any receipt we issue cannot be used as evidence of your title to a deposit.

Third party cheques

7.8 If a cheque or other instrument is presented which is payable to a third party or it appears to belong or to have belonged to someone else (called a *third party cheque*), we may refuse to accept it for deposit or refuse to cash it. If we agree to accept or cash a *third party cheque*, we may require you or an *authorised person* to comply with additional conditions.

Cheque collection box deposits

7.9 You must not deposit cash or bearer cheques into the cheque collection boxes. If you make a deposit in this way, you do so at your own risk and we are not liable for any *loss* incurred as a result of your action.

Clearance of payments

7.10 We do our best to process all cheques and other instruments within a reasonable period of time. However, if they are deposited after any cut off time we specify, they may not be processed until the following business day. Clearance times may vary.

7.11 The proceeds of cheques and other payment instruments deposited, or funds transferred electronically cannot normally be withdrawn until cleared. If we allow withdrawal of the proceeds before clearance occurs, you must repay or we may debit that amount if the cheque, payment instrument or transfer is dishonoured.

Dishonour of CTS cheque

7.12 We return any *CTS cheque* we dishonour as an *IRD*. It is sent to you by any means we select at your expense.

7.13 If you ask us, we may (but we need not) return the physical *CTS cheque* to you and you must return the *IRD*. We need not replace any *IRD* that you have lost.

7.14 You must not present any *IRD* to any person (except us) for collection or payment.

Regular payments to an account

7.15 If you ask, we may establish a regular payment arrangement to an *account*. We may cancel or stop the regular payment arrangement if:

- you instruct us to do so in writing;
- the *account* does not have sufficient funds to satisfy a regular payment;
- the payment arrangement no longer complies with the terms of the payment authority signed by you; or
- required by law.

Dishonoured cheques

7.16 We give you details of any dishonoured cheque deposited into an *account* as soon as practicable.

8. Payments out of accounts

Withdrawals

8.1 Withdrawals from an *account* are subject to conditions (including notice requirements) we impose.

8.2 You may withdraw your deposits only at Standard Chartered Bank (Singapore) Limited. However, we may from time to time allow withdrawals of deposits from your *account* to be made in other countries subject to conditions we may impose, and you agree that we may withdraw any such permission at any time without notice. You agree that such withdrawals are subject to market conditions and the laws and regulations governing the location of the product, and the location of the withdrawal.

Authority to debit and payment

- 8.3 You authorise us to debit all cheques and other instruments drawn by you to a *current/cheque account*.
- 8.4 We may determine the order of priority for payment of cheques.

CTS cheque withdrawal

- 8.5 We may honour and make payment on any *CTS cheque* presented in the form of a *CTS image file* for *CTS clearing* in accordance with the *CTS Bye-Laws* or any other agreements requiring us to honour or make payment in respect of the *CTS cheque* or a *CTS image item* of the *CTS cheque*.
- 8.6 Payments we make on the basis of a *CTS cheque* or any *CTS image item* of the *CTS cheque* presented for *CTS clearing* or in respect of a cheque or other financial instrument which bear signature(s) which appear to be similar to signature(s) of you or *authorised persons* are binding on you. This is the case even if the signatures are forged or unauthorised and this is not apparent from the *CTS image item* of the *CTS cheque*.
- 8.7 If we are not able to confirm the authenticity of a *CTS cheque* from the *CTS image item* or the *CTS cheque* presented for *CTS clearing*, we may (but need not) notify the operators of the *CTS clearing* system of the return of the *CTS image item* in accordance with the terms of the *CTS Bye-Laws* without making payment on the *CTS cheque*. We may (but need not) contact you to confirm the authenticity of a *CTS cheque* before deciding whether to return it.
- 8.8 We may charge (and you must pay) fees in accordance with the *CTS Bye-Laws*.
- 8.9 We may debit any *account* with any amount we pay in connection with a *CTS cheque*.

Exclusion of liability in connection with CTS cheques

- 8.10 We are not liable for any *loss* incurred due to
- the unavailability of services provided by the *operator*;
 - any act or omission of the *operator* or any person providing services in connection with *CTS clearing*;
 - our failure or refusal to make payment on a cheque or *CTS image item*.
- 8.11 We may, but need not, accept instructions allowing third parties to withdraw from an *account*.

Stopping payment of cheques

- 8.12 Subject to applicable fees and charges in Clause 4.8, you or an *authorised person* may request in writing for us to stop payment of a cheque drawn on a *current/cheque account* before it has been paid. However, the instruction is only effective if it:
- gives full details of the cheque; and
 - is received by the branch where the *current/cheque account* is maintained before the cheque is deposited for clearing. (See our Customer Terms for how we deal with stopped payments.)

Direct debits or periodical payments from accounts

- 8.13 If you ask, we can organise a direct debit or periodical payment arrangement from an account to specified billing organisations or other persons. You will need to sign additional documents to authorise it. We are not obliged to effect payment if the billing organisation does not request payment in the manner we require, or if your account does not have sufficient funds to meet the payment of all relevant charges, fees or other sums payable by you to us. We are also not obliged to effect payment even where you deposit funds in your account subsequent to the due date for payment.
- 8.14 We may cancel or stop any direct debit or periodical arrangement if:
- you instruct us to do so in writing; or
 - the payment arrangement no longer complies with the terms of the direct debit authority signed by you; or
 - we are notified by a billing organisation that no further payment is required.

We may ask that you also notify the person to whom you have given the direct debit authority.

- 8.14A Your authorisation shall continue to be in force until expressly revoked by notice in writing by you. Any alteration and cancellation of the instructions for any direct debit or periodical payment arrangement should reach us at least seven (7) business days before the next successive payment is due.
- 8.14B For the avoidance of doubt, notwithstanding anything to the contrary in other documentation, we do not set the frequency of the deductions for a direct debit or periodical payment arrangement if you are the paying party. The frequency of direct debit or periodical payment is requested by the billing organisation and you authorise us to make the relevant payment to the billing organisation in accordance with the billing organisation's request, even where the frequency of the billing organisation's request differs from the frequency of deductions indicated by you.
- 8.14C Where payment is due on a non-business day, the billing organisation will request payment on the next working day, and we will effect the payment on the next business day upon receipt of the request from the billing organisation.

Telegraphic transfers

- 8.15 You may ask us to effect telegraphic transfers for you. We need not agree to your request.
- 8.16 We may set a minimum amount or maximum amount for telegraphic transfers. For details of these amounts, please contact us.
- 8.17 If a telegraphic transfer is made in a currency other than the currency of the destination country, you may be required to pay multiple charges for the telegraphic transfer. For details of these charges, please contact us or refer to the *pricing guide*.
- 8.18 You consent to us disclosing any information in connection with the telegraphic transfer to the correspondent or intermediary bank.
- 8.19 If a telegraphic transfer cannot be completed, we are not required to refund the charges paid by you for the telegraphic transfer unless the failure to complete was solely and directly due to anything we do or do not do.

9. Dormant accounts

What is a dormant account?

- 9.1 If no withdrawal, deposit, fund transfer or use of *electronic banking services* other than direct debit or periodic payment arrangements is made on a *savings account* or *current/cheque account* for 12 consecutive months or such other period that we notify to you, we classify the *account* as dormant.

10. Closing accounts

Early closure

- 10.1 If you close a *savings account* or *current/cheque account* within 6 months (or such other period that we may notify to you) after you open it, you must pay the early account closure fee set out in the *pricing guide* or as notified by us.

When we may close accounts

- 10.2 We may close a *savings account*, *time deposit* or a *current/cheque account* at any time. We need not give a reason for doing so. If we do so, we pay you any credit balance of the *account* in the manner we determine.

Return of cheque books

- 10.3 If a *current/cheque account* is closed, you must ensure that any unused cheque books are returned to us.

11. Meaning of words

You also need to refer to our Customer Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Customer Terms, the definition in these terms applies for the purposes of *current/cheque accounts*, *time deposits*, *foreign currency deposits* and *savings accounts*.

average daily balance or ADB means the sum of end-of-day balances in an account for each day in that month divided by the number of days in that month.

CTS refers to the image-based systems, processes and procedures for the electronic clearing and archival of such items as provided in and contemplated by the *CTS Bye-Laws*, and known as the Cheque Truncation System.

CTS Bye-Laws refers to the Bye-Laws of the Singapore Clearing House Association in respect of *CTS*.

CTS cheque refers to the *Articles* as defined in the *CTS Bye-Laws*.

CTS clearing has the same meaning as defined in the *CTS Bye-Laws*.

CTS image file refers to an electronic file containing *CTS image items*.

CTS image item means the *CTS* items contemplated by the *CTS Bye-Laws* in image format (including electronic images of *CTS cheques*) which comply with the requirements of the *operator* with the approval of the Committee of Management of the Singapore Clearing House Association.

current/cheque account means any account of the type referred to in clause 4.

foreign currency deposit means any deposit of foreign currency described in clause 5.

IRD means an Image Return Document as defined in Section 87B of the Bills of Exchange Act, Cap 23.

operator has the same meaning as defined in the *CTS Bye-Laws*.

savings account means any *account* described in clause 2.

time deposit means any term deposit, time deposit or fixed deposit described in clause 3.

Product Terms Applicable to:-

BonusSaver Account

MyWay Savings Account

USD\$aver Account

e\$aver Kids! Account

Securities Settlement Account

Child Development Account

RMB Accounts, Time Deposits and Remittances

e\$aver Account

XtraSaver Account

FCY\$aver Account

SuperSalary Account

Preferred Current Account

Dash Easy Savings Account

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Important notice

You need to read this document

This document contains additional product terms applicable to you if you use of our current/cheque accounts, time deposits and savings accounts. You must read it in conjunction with our Customer Terms, the *pricing guide*, our Current/Cheque/Savings Account and Time Deposit Terms and any other documents forming our banking agreement.

Key words

The meaning of key words printed *like this* are explained either at the end of this document or our Customer Terms or our Current/Cheque/Savings Account and Time Deposit Terms.

Inconsistency

If there is any inconsistency between the *product terms* and any of our banking agreements relating to any specific *product*, the specific *product terms* prevail.

Part A - BonusSaver Product Terms

1. What is BonusSaver

- 1.1 BonusSaver comprises a *current/cheque account (BonusSaver account)* and one or more BonusSaver World Mastercard *debit and/or credit card(s)* which may be linked to the *BonusSaver account* (each a *BonusSaver card*). The *BonusSaver account* may be opened as a *personal account* or a *joint account*.
- 1.2 These BonusSaver Product Terms are to be read together with our Customer Terms, Current/Cheque/Savings Account and Time Deposit Terms, and Credit Card Terms. If there is any inconsistency between these BonusSaver Product Terms and the other terms, these BonusSaver Product Terms prevail.

2. BonusSaver requirement

- In addition to *prevailing interest*, you will receive *bonus interest* on the *average daily balance* in your *BonusSaver account* (up to an *average daily balance* cap of S\$100,000) for a calendar month if you comply with the following requirements (*BonusSaver requirement*) in that calendar month:
- 2.1.1 you must be the primary account holder of a *BonusSaver account*;
- 2.1.2 your *BonusSaver card* must be linked to your *BonusSaver account*;
- 2.1.3 both your *BonusSaver account* and your *BonusSaver card account* must be *valid and in good standing*; and
- 2.1.4 you must have completed transaction(s) in at least one of the following categories from A to D (each a *BonusSaver category*):

A. Card Spend

- 2.1.4.1 you must successfully charge a minimum sum of S\$500 in any calendar month on *qualifying retail transactions* to a *BonusSaver card*. To earn a higher *bonus interest* rate, you may also choose to charge a minimum of S\$2,000 in any calendar month on *qualifying retail transactions* to a *BonusSaver card*. *Qualifying retail transactions* charged to the *BonusSaver card* by a *supplementary cardholder* will be aggregated and consolidated under the *principal cardholder's BonusSaver account*.

In determining whether you have fulfilled the *BonusSaver category of minimum card spend* in a particular calendar month, we will add up the amounts of all *qualifying retail transactions* charged to your *BonusSaver card* in that calendar month based on transaction posting date(s). We may change the *minimum card spend* at any time with prior notice.

For the avoidance of doubt, the following transactions are not *qualifying retail transactions* and will not be taken into consideration:

- i. transactions arising from the use of your linked *BonusSaver cards* as an *ATM card* at an *ATM* or at an *EFTPOS* or *NETS* terminal;
- ii. *Credit Card Funds Transfer* to your *BonusSaver card*;
- iii. *EasyPay* monthly instalments;
- iv. online bill payments;
- v. income tax payments;
- vi. payments to loans or credit facilities or deposit accounts;
- vii. payments to the Immigration

and Checkpoints Authority, Ministry of Manpower and Land Transport Authority;

- viii. *EZ-link card transactions* and other transit link transactions;
- ix. top-ups of any stored value facility;
- x. *AXS payments*;
- xi. any fees and charges (including annual fees, interest charges, cheque processing fees, administrative fees, cash advance fees, finance charges and/or late payment charges and other miscellaneous fees and charges) charged to your linked *BonusSaver card*;
- xii. any amount charged to your linked *BonusSaver card* in that calendar month that is subsequently cancelled, voided or reversed;
- xiii. *balance owing* on your linked *BonusSaver card* from previous or other months; and
- xiv. any other amount charged to your linked *BonusSaver card* as we may determine from time to time;

B. Salary Credit

- 2.1.4.2 you must successfully apply for and make arrangements for the regular inward crediting of your monthly salary of no less than S\$3,000 nett by your employer into the *BonusSaver account* through direct payment via *GIRO*;

C. Bill Payment

- 2.1.4.3 you must successfully complete a minimum of three (3) *eligible bill payments* (each of a minimum amount of S\$50) in a calendar month from your *BonusSaver account* via our Online Banking platform or *GIRO*;

D. Invest/Insure

- 2.1.4.4 you must successfully purchase, through us, *either an eligible insurance policy or an eligible unit trust*, and you must not have terminated that *eligible insurance policy or eligible unit trust* within 12 months from the date of commencement of the policy/settlement date (as the case may be).

If the subscription for the *eligible unit trust* is placed through a joint account or the *eligible insurance policy* has more than one policy holder, only the primary account holder or policyholder (as the case may be) will be entitled to *bonus interest*.

If the investment is denominated in a foreign currency, we will convert the value of such investment into Singapore dollars at our prevailing currency exchange rate in order to determine if it meets the minimum premium or investment amount.

- 2.2 If you do not comply with the *BonusSaver requirement* for any calendar month, you will not receive *bonus interest* on the *average daily balance* in your linked *BonusSaver account* for that calendar month.

2.3 We reserve the right to cancel or suspend payment of *bonus interest* and to claw back the value of any *bonus interest* paid in the event that any of the foregoing conditions is not met at any time during the minimum qualifying periods specified above.

3. Interest

3.1 You will receive *prevailing interest* on your *BonusSaver account* balances. *Prevailing interest* will be calculated at the end of each day and credited to your linked *BonusSaver account* at the end of the month. The *prevailing interest* rate is 0.1% p.a..

3.2 If you comply with the *BonusSaver requirement* (including completing a transaction in a *BonusSaver category*) for any calendar month, you will also earn *bonus interest* allocated for the *BonusSaver category* in that calendar month. *Bonus interest* will be calculated at the end of each calendar month,

based on the *average daily balance* in your linked *BonusSaver account* for each calendar month up to a cap we determine, and credited to your linked *BonusSaver account* in the following month. If you do not satisfy any *BonusSaver category* in a calendar month, you will not receive *bonus interest* for that *BonusSaver category*. Payout of all interest (including *prevailing interest* and *bonus interest*) is capped at 3.88% p.a. per eligible *BonusSaver account*.

3.3 We may change the basis and rates of the *prevailing interest* and *bonus interest* at any time with prior notice.

3.4 The *bonus interest* allocated for each *BonusSaver category*, and the corresponding *bonus interest* crediting month and payment period, are provided below. In the event of any inconsistency between the contents of the table below and these *BonusSaver Product Terms*, the contents of this table shall prevail.

BonusSaver Category	Description of Transaction	Bonus Interest Rate	Bonus Interest Crediting Month	Bonus Interest Payment Period
A. Card Spend	<u>Either</u> Charge a minimum sum of S\$500 in any calendar month on <i>qualifying retail transactions</i> to a <i>BonusSaver card</i> linked to a <i>BonusSaver account</i> .	0.78% p.a.*	One month after card spend transaction month E.g. if card spending is in January, the bonus interest will be paid in February based on January's ADB.	Payable monthly upon fulfilment of <i>minimum card spend</i>
	<u>Or</u> Charge a minimum sum of S\$2,000 in any calendar month on <i>qualifying retail transactions</i> to a <i>BonusSaver card</i> linked to a <i>BonusSaver account</i> .	1.78% p.a.*		
B. Salary Credit	Apply for and make arrangements for the regular inward credit of your monthly salary of no less than S\$3,000 nett into the <i>BonusSaver account</i> by way of a GIRO application.	1.00% p.a.	One month after transaction month E.g. if regular inward or salary credit is in January, the bonus interest will be paid in February based on January's ADB.	Payable monthly upon successful inward crediting of monthly salary of minimum of S\$3,000 nett amount
C. Bill Payment	Complete a minimum of three (3) <i>eligible bill payments</i> (each of a minimum amount of S\$50) in a calendar month via our Online Banking platform or GIRO.	0.25% p.a	One month after <i>eligible bill payment</i> month E.g. if <i>eligible bill payment</i> is in January, the <i>bonus interest</i> will be paid in February based on January's ADB.	Payable monthly upon fulfilment of three (3) <i>eligible bill payments</i>
D. Insure/ Invest	<u>Either</u> Purchase an <i>eligible insurance policy</i> with a minimum annual premium of S\$12,000.	0.75% p.a.	One month after purchase of policy E.g. if the <i>eligible insurance policy</i> is inception in January, the bonus interest will be paid in February based on January's ADB.	<i>Bonus interest</i> will be paid for a consecutive period of 12 months.
	<u>Or</u> Subscribe for an <i>eligible unit trust</i> with a minimum single subscription sum of S\$30,000.		One month after investment settlement month E.g. if the subscription of <i>eligible unit trust</i> is settled in January, the bonus interest will be paid in February based on January's ADB.	

* For the avoidance of doubt, the *prevailing interest* and *bonus interest* (for Card Spend) will add up to a total of 0.88% p.a. or 1.88% p.a. (depending on the minimum card spend in that month). The above bonus interest rate (for Card Spend) is applicable only if the end of day balances remain in the same tier throughout the month.

3.5 For the avoidance of doubt, any deposit, withdrawal or otherwise transaction in relation to your BonusSaver Account(s) that takes place on the last day of a calendar month, falling on either a Sunday, a public holiday or a bank holiday, will not be taken into consideration for the purposes of the Bank's computation of ADB and crediting of Bonus Interest.

3.6 The *average daily balance* in your linked BonusSaver account which is eligible for *bonus interest* is subject to a cap we determine. We may change the cap at any time.

3.7 We will credit any *prevailing interest* and *bonus interest* to your linked BonusSaver account monthly or at other regular intervals that we determine. The *prevailing interest* and *bonus interest* (if any) may be credited to your linked BonusSaver account on different dates.

3.8 In respect of *bonus interest* payout for the BonusSaver category of "Insure/Invest":

3.8.1 in the event that you have two (2) or more eligible BonusSaver accounts (of which you are the primary accountholder), *bonus interest* will be credited to the first of such active BonusSaver accounts opened with us, with reference to the account opening dates. Notwithstanding the foregoing, where two (2) or more BonusSaver accounts were opened on the same day, *bonus interest* may be credited to either BonusSaver account at our sole discretion;

3.8.2 if your BonusSaver account is in a dormant/unclaimed status, *bonus interest* will be credited to the first of any other active BonusSaver accounts opened with us, with reference to the account opening dates; and

3.8.3 in the event that there is no active BonusSaver account to which *bonus interest* may be credited, we reserve the right not to make payment of such *bonus interest* and you agree that your *bonus interest* shall be forfeited. We have the sole and full discretion to determine the BonusSaver account to which *bonus interest* should be credited. In the event of any dispute, you agree that our decision is final and binding on you.

3.9 Apart from the *bonus interest* payout for the BonusSaver category of "Card Spend", you are not eligible for any other *card* benefits and privileges, including but not limited to CashBack and rewards programme, made available by us from time to time unless otherwise stated.

3.10 You may refer to <https://www.sc.com/sg/save/current-bonussaver.html> for the latest prevailing interest rate, *bonus interest* rates and eligibility criteria for *bonus interest* for the BonusSaver account. For the avoidance of doubt, we reserve the right to vary (i) the *prevailing interest* rate, (ii) the *bonus interest* rates, (iii) the cap on *average daily balance* which is eligible for *bonus interest* (if any), (iv) the BonusSaver requirement and (v) the BonusSaver category, at our sole and absolute discretion from time to time.

4. Transactions and reversals

4.1 We are not responsible for any failure or delay in the transmission or posting of transactions made by merchants, telecommunication providers, or any other party.

4.2 If any transaction posted to your BonusSaver card in a calendar month is cancelled, voided or reversed for any reason, and you are no longer entitled for any reason to the *bonus interest* you received, we may debit any of your accounts with us for the amount of the *bonus interest* credited to your linked BonusSaver account.

5. Cap on number of BonusSaver accounts and minimum BonusSaver account balances

5.1 You may have a maximum of three (3) BonusSaver accounts at any one time provided that the BonusSaver accounts are governed by different account operating authorities.

5.2 You must maintain a minimum *average daily balance* in your BonusSaver account. If you do not maintain the minimum *average daily balance* we determine,

you must pay a fee as set out in the *pricing guide* or elsewhere in our *banking agreement*. We may vary the minimum *average daily balance* at any time.

6. Rewards

You will be awarded with 360° Rewards Points under the Standard Chartered 360° Rewards Programme for the Product Category relating to the BonusSaver account. You are not entitled to get any 360° Rewards Points for amounts charged to your BonusSaver World Mastercard credit card or any CashBack.

7. Meaning of words

BonusSaver account means the single or joint *current/cheque account* opened with BonusSaver.

BonusSaver card means the BonusSaver World Mastercard debit and/or credit card issued by us to you in Singapore, and which may be linked to the BonusSaver account.

BonusSaver category means each of the categories set out in **clause 13.1.4**.

BonusSaver requirement means the requirements set out in **clause 13.1**.

bonus interest means any interest you earn in addition to *prevailing interest* when you satisfy a BonusSaver requirement, subject to *bonus interest* rates as may be varied from time to time and determined by us.

eligible bill payments means unique bill payments to different billing organisations and includes (i) in respect of bill payments via our Online Banking platforms, any payments made to an eligible billing organisation at our website at <https://www.sc.com/sg/ways-to-bank/pay-any-card-merchant.html>; or (ii) in respect of bill payments via GIRO, any payments made to an eligible billing organisation accepting GIRO instructions provided that such GIRO arrangements are approved by us.

eligible insurance policy means a regular premium life insurance policy underwritten by Prudential Assurance Company Singapore (Pte) Ltd and distributed by us, and which (i) names you as the policy owner; and (ii) has a minimum annual premium of S\$12,000.

eligible unit trust means a unit trust made available through us and which comprises a minimum investment sum of S\$30,000 (or its equivalent in another currency) in a single subscription, but **does not include** (i) exchange traded funds; (ii) investments via regular savings plans; and (iii) switching transactions.

fresh funds means funds that do not originate from any existing account with us and can be in terms of deposits in *current/cheque accounts* or *savings accounts* (but not funds placed in *time deposits*) and/or investments offered by us; and are not withdrawn and re-deposited within the last 30 days.

minimum card spend means the minimum amount of *qualifying retail transactions*.

prevailing interest means any base interest you earn on deposit balances, subject to prevailing base interest rates as may be varied from time to time and determined by us.

qualifying retail transactions means any and all retail transactions charged to a BonusSaver card as reflected in your monthly statement of account, other than exclusions listed in **clause 13.1.4.1** from time to time.

valid and in good standing means, in relation to an account:

- the account must not be dormant, suspended, cancelled, terminated or closed for any reason;
- any of the account holder's and cardholder's accounts with us is not delinquent or unsatisfactorily conducted for any reason; and
- the account holder and/or cardholder has/have not breached any term of our *banking agreement*.

Part B - eSaver Account Product Terms

8. Joint account with a Child

- 8.1 You may apply to us to allow the eSaver Account to be operated by a minor of at least 12 years of age (the "Child"). We may accept or reject this application at our sole discretion, and subject to any conditions we may impose. If we accept your application, you may notify us to accept instructions from either you or the Child, or all account holders jointly.
- 8.2 You will not hold the Bank responsible for how the eSaver Account is used by the Child. You will at all times be responsible for all instructions given and all transactions conducted by the Child, and for ensuring the Child's compliance with our banking agreement including these terms and our Customer Terms. You undertake to fully indemnify us against all claims, demands, actions and proceedings that may be made against us, and must pay us on demand for any and all damages, liabilities, losses and expenses (including legal fees on an indemnity basis) which we may incur or suffer, directly or indirectly, as a result of or in connection with the carrying out of any instructions given by the Child or by you in accordance with your instructions.

9. Statements

- 9.1 We will not send you account statements, confirmation advices, or passbooks for the eSaver Account. However, we reserve the right to send you the consolidated statement should we decide to do so.
- 9.2 The balance and the transaction history on the eSaver Account will be made available online. You must verify the correctness of each entry by using our electronic banking services.

10. Error

You must notify us of any error in the entry of any transaction within 45 days from the date of the transaction or within such other time periods as we may agree to. If you fail to do so, this means that you have accepted the accuracy of the entry.

11. Cash withdrawal and Point of Sales (POS) transactions

- 11.1 You are allowed to withdraw cash from the eSaver Account at any branch subject to payment of certain fees which we will notify you.
- 11.2 If we approve your application under clause 19.1 and you have authorised us to accept instructions from either you or the Child, you may apply for an ATM card to be issued to the Child, which will allow the Child to withdraw cash or perform POS transactions (including NETS transactions) from the eSaver Account.
- 11.3 Alternatively, where the Child is at least 16 years of age (the "Minor"), you may apply for a debit card to be issued to the Minor, which will allow the Minor to withdraw cash or perform POS transactions (including NETS and Mastercard transactions) from the eSaver Account."

Part C - MyWay Savings Account Product Terms

12. What is MyWay Savings Account?

- 12.1 *MyWay Savings Account* is a savings account that has a *MyWay card* (which is a Mastercard debit card linked to the account). The *MyWay Savings Account* may be opened as a personal account or a joint account. The *MyWay Savings Account* is an account that provides you with the flexibility of a savings account with the potential earning of a time deposit.

13. Opening of MyWay Savings Account and the requirements

- 13.1 To open a *MyWay Savings Account*, you must be at least 55 years old at the time that you apply for the account. If you apply to open the *MyWay Savings Account* as a joint account, all account holders must be at least 55 years old. However, if you wish to open the *MyWay Savings Account* as a joint account with your legal spouse, only the primary account holder must be at least 55 years old (spouse must be at least 18 years old). These requirements are collectively referred to as the "*MyWay Savings Account Requirements*".

14. Interest

- 14.1 You will receive prevailing interest on your *MyWay Savings Account* balances if your *MyWay Savings Account* is valid and in good standing. Prevailing interest will be calculated at the end of each day and credited to your linked *MyWay Savings Account* at the end of each month. The prevailing interest rates for your *MyWay Savings Account* are as follows:

Account balance in your MyWay Savings Account	Prevailing Interest Rate
First S\$50,000	0.18% p.a.
Next S\$950,000	1.08% p.a.
Any incremental balances >S\$1,000,000 up to S\$5,000,000	1.28% p.a.
Any incremental balances above S\$5,000,000	0.18% p.a.

- 14.2 We may change the basis and rates of the prevailing interest at any time with prior notice.
- 14.3 We will credit any prevailing interest to your linked *MyWay Savings Account* monthly or at other regular intervals that we determine. The prevailing interest may be credited to your linked *MyWay Savings Account* on different dates.
- 14.4 Your *MyWay Savings Account* and *MyWay card* allow you to participate in and enjoy the benefits of our "MyWay programme". Other than the "MyWay programme", your *MyWay Savings Account* and *MyWay card* are not eligible for rewards, rebate, mileage program or any other promotions, unless we agree otherwise.

15. Minimum balances

- 15.1 You must maintain a minimum average daily balance in your *MyWay Savings Account*. If you do not maintain the minimum average daily balance we determine, you must pay a fee as set out in the pricing guide or elsewhere in our banking agreement. We may vary the minimum average daily balance at any time with prior notice to you in accordance with clause 38.18 of our Customer Terms.
- 15.2 The *MyWay Savings Account* requires you to maintain a minimum average daily balance of S\$50,000. If the average daily balance of the *MyWay Savings Account* falls below this minimum amount for any particular month, you must pay a fall-below fee of S\$10 per month.

Part D - XtraSaver Account Product Terms

16. Cap on number of MyWay Savings Accounts

- 16.1 You may have a maximum of two (2) *MyWay Savings Accounts* at any one time but each of your *MyWay Savings Accounts* must have different account operating authority details.

17. Error

You must notify us of any error in the entry of any transaction within 45 days from the date of the transaction or within such other time periods as we may agree to. If you fail to do so, this means that you have accepted the accuracy of the entry.

18. Access

- 18.1 We will not issue a chequebook to you in relation to the *MyWay Savings Account*.
- 18.2 You can withdraw cash from your *MyWay Savings Account* at an *ATM* using your *MyWay card* or at our branches subject to payment of certain fees which we will notify you.

19. Meaning of words

MyWay Savings Account means the single or joint savings *account* opened with MyWay.

MyWay card means the MyWay Mastercard *debit card* issued by us to you in Singapore, and which may be linked to the *MyWay Savings Account*.

prevailing interest means any base interest you earn on deposit balances, subject to prevailing base interest rates as may be varied from time to time and determined by us.

valid and in good standing means, in relation to an *account*:

- the *account* must not be suspended, cancelled, terminated or closed for any reasons;
- any of the *account* holder's and cardholder's *accounts* with us is not delinquent or unsatisfactorily conducted for any reason; and
- the *account* holder and/or cardholder has/have not breached any term of our banking agreement.

20. What is XtraSaver

XtraSaver is a Mastercard *debit card* that is linked to the XtraSaver Account. The XtraSaver Account may be a personal or a joint *account*. With the *card*, you can enjoy the following benefits:

- CashBack on your Mastercard and NETS transactions
- cash withdrawal
- NETS and Mastercard payments
- Platinum privileges
- *credit card merchant* discounts
- recurring payment plan

21. CashBack

- 21.1 We may credit your XtraSaver Account with a CashBack if you maintain a minimum *average daily balance* in the linked chequing *account*. We reserve the right to stipulate the minimum daily balance you must maintain in the *account*.

- 21.2 CashBack is tiered and calculated at the end of each calendar month, based on transaction posting date and the *average daily balance* of the linked chequing *account*. CashBack will be credited to your XtraSaver Account on the first business day of the next calendar month. However, we may not be able to credit your XtraSaver Account with any CashBack if there are any circumstances beyond our control. Monthly CashBack is subject to a cap. Please contact us for details or visit sc.com/sg.

- 21.3 The amount of the CashBack is calculated at a rate determined by us. The CashBack will only be accrued and credited if your XtraSaver Account is in good standing. There will be no CashBack if your XtraSaver Account is suspended, closed or you are in breach of our banking agreement.

- 21.4 Petrol CashBack applies only in Singapore and Malaysia if the petrol station's merchant category code is 5541 or 5542. Purchase of petrol includes all other purchases at the petrol station.

- 21.5 We reserve the right to debit any *account* (without notice to you) with the amount of CashBack we credited to your XtraSaver Account if any transactions are cancelled, voided or reversed for any reason.

22. Overdraft

- 22.1 We may allow the XtraSaver Account to be overdrawn.

- 22.2 We charge interest on the overdrawn balance at a rate and on the basis we determine from time to time subject to a minimum monthly charge.

- 22.3 We may debit any such interest or charge to the *account* monthly or at such other intervals we determine. This does not impose any obligation on us to grant you any loans, advances or credit facility on the XtraSaver Account.

Part E – USD\$aver Account Product Terms

23. What is USD\$aver Account?

23.1 USD\$aver Account is a savings account that has a USD High *debit card* (which is a Mastercard *debit card* linked to the account). The USD\$aver Account may be opened as a personal account or a joint account. The USD\$aver Account is an account that provides you with the flexibility of a savings account with the potential earning of a time deposit.

24. Interest

24.1 You will receive prevailing interest on your USD\$aver Account balances if your USD\$aver Account is valid and in good standing. Prevailing interest will be calculated at the end of each day and credited to your USD\$aver Account at the end of each month. The prevailing interest rates for your USD\$aver Account are as follows:

Account balance in your USD\$aver Account	Prevailing Interest Rate
First USD50,000	0.25% p.a.
Next USD150,000	2.00% p.a.
Next USD300,000	2.50% p.a.
Any incremental balance above USD500,000	3.00% p.a.

24.2 We may change the basis and rates of the prevailing interest at any time with prior notice.

24.3 We will credit any prevailing interest to your USD\$aver Account monthly or at other regular intervals that we determine. The prevailing interest may be credited to your USD\$aver Account on different dates.

25. Currency of transactions on USD High debit card

25.1 If any transaction made using USD High *debit card* is not denominated in USD, we convert the amount of the transaction to USD in accordance with our usual practice and our banking agreement.

26. CashBack for USD High debit card

26.1 Cashback ("**CashBack**") is applicable to all qualifying transactions made on your USD High *debit card* using the Mastercard payment services network but does not apply to NETS transactions, subject to the terms of our banking agreement.

26.2 CashBack on your USD High *debit card* is calculated at the end of each calendar month, based on transaction posting date. CashBack will be credited to your USD\$aver Account by the end of the next calendar month.

26.3 The amount of the CashBack is calculated at a rate determined by us. The CashBack will only be accrued and credited if your USD\$aver Account is valid and in good standing. There will be no CashBack if your USD\$aver Account is suspended, closed or you are in breach of our banking agreement.

26.4 To determine whether you are eligible for any CashBack on your USD High *debit card* for a calendar month, we will add up all the amounts charged on qualifying transactions to your USD High *debit card* in that calendar month based on transaction posting date(s). The following transactions will not be taken into consideration in determining your eligibility for any CashBack and the amount of CashBack you are entitled to in a calendar month:

26.4.1 transactions arising from the use of your USD High *debit card* as an ATM card at an ATM or at a EFTPOS or NETS terminal;

26.4.2 payments of insurance premiums, including premiums for investment-linked policies;

26.4.3 payments to loans or credit facilities or deposit accounts;

26.4.4 payments to the Immigration and Checkpoints Authority, Ministry of Manpower and Land Transport Authority;

26.4.5 EZ-Link card transactions and other transit link transactions;

26.4.6 top-ups of any stored value facility;

26.4.7 payments of fees and charges (including annual fees, interest charges and other miscellaneous fees) charged to your USD High *debit card*;

26.4.8 any amount charged to your USD High *debit card* that is subsequently cancelled, voided or reversed (as determined by us in our sole discretion); and

26.4.9 any other amount or payment charged to your USD High *debit card* as we may determine and notify you from time to time.

26.5 We reserve the right to:

26.5.1 decline to pay or cancel payment of CashBack, and to claw back from any account (without notice to you) the value of any CashBack paid in the event that we determine that any of the terms of our banking agreement have not been complied with, including but not limited to the following:

26.5.1.1 where the USD\$aver Account or the USD High *debit card* has been operated in an irregular or improper manner;

26.5.1.2 where you have acted fraudulently or dishonestly;

26.5.1.3 where you have conducted yourself in bad faith or otherwise in an inappropriate manner to gain an unfair advantage against us, our partners or service providers;

26.5.1.4 upon the occurrence of any event giving rise to a right for us to suspend or terminate any (or all) of our banking agreement for a product, as set out at clause 26.4 and clause 33 of our Customer Terms and elsewhere in our banking agreement; and

26.5.2 debit any account (without notice to you) with the amount of CashBack we credited to your USD\$aver Account in connection with the CashBack if we determine in our sole discretion that such amount has been paid out in respect of a transaction specified in clause 26.4.

27. Minimum balances

27.1 You must maintain a minimum average daily balance in your USD\$aver Account. If you do not maintain the minimum average daily balance we determine, you must pay a fee as set out in the pricing guide or elsewhere in our banking agreement. We may vary the minimum average daily balance at any time with prior notice to you in accordance with clause 38.18 of our Customer Terms.

27.2 The USD\$aver Account requires you to maintain a minimum average daily balance of USD10,000. If the average daily balance of the USD\$aver Account falls below this minimum amount for any particular month, you must pay a fall-below fee of USD10 per month.

28. Cap on number of USD\$aver Accounts

28.1 You may have a maximum of two (2) USD\$aver Accounts at any one time but each of your USD\$aver Accounts must have different account operating authority details.

29. Error

You must notify us of any error in the entry of any transaction within 45 days from the date of the transaction or within such other time periods as we may agree to. If you fail to do so, this means that you have accepted the accuracy of the entry.

30. Access

30.1 We will not issue a chequebook to you in relation to the USD\$aver Account.

30.2 You can withdraw cash from your USD\$aver Account at an ATM using your USD High *debit card* or at our branches subject to payment of certain fees which we will notify you.

31. Meaning of words

USD\$aver Account means the single or joint savings account opened with USD\$aver.

USD High debit card means the USD High Mastercard *debit card* issued by us to you in Singapore, and which may be linked to the USD\$aver Account.

prevailing interest means any base interest you earn on deposit balances, subject to prevailing base interest rates as may be varied from time to time and determined by us.

valid and in good standing means, in relation to an account:

- the account must not be suspended, cancelled, terminated or closed for any reasons;
- any of the account holder's and cardholder's accounts with us is not delinquent or unsatisfactorily conducted for any reason; and
- the account holder and/or cardholder has/ have not breached any term of our banking agreement.

32. What is FCY\$aver

32.1 FCY\$aver is an *account* that provides you with the flexibility of a savings account.

32.2 Interest rates vary according to the currency and are subject to weekly changes. Please contact us for the rates.

32.3 An initial deposit determined by us is required to open the FCY\$aver *account*. We may charge a service charge if the *minimum average daily balance* is less than an amount determined by us.

Part G - eSaver Kids! Account Product Terms

beneficiary. The trustee is not entitled to challenge our right to close the *account* and to make payment to the beneficiary.

33. Trust Nature of the eSaver Kids! Account

- 33.1 You agree, undertake and declare to us that you:
- will hold the eSaver Kids! Account in trust for the beneficiary named in the *account* application form;
 - have completed the declaration of trust contained in the eSaver Kids! Account application form; and
 - will operate and deal with the eSaver Kids! Account for the benefit of the beneficiary or according to the terms of the trust. We are not obligated to enquire into your dealings in the *account* or your compliance with the terms of the trust.

33.2 You are the sole trustee for the eSaver Kids! Account. The beneficiary is the sole beneficiary of the trust created over the eSaver Kids! Account.

33.3 We do not warrant that the other terms or any other documents you signed to open the *account* is sufficient to create a trust for the beneficiary. It is your obligation to ensure that a trust is properly constituted and created for the beneficiary. We are not liable to you or the beneficiary if the trust deed or the terms of the trust is incomplete, unclear or ambiguous. You are responsible to seek your own professional advice for the creation of the trust.

34. Statements

We will not send you account statements, confirmation advices, or passbooks for the eSaver Kids! Account. However, we reserve the right to send you the *consolidated statement* should we decide to do so. The balance and the transaction history on the eSaver Kids! Account will be made available online. You must verify the correctness of each entry by using our *electronic banking services*.

35. Modification

Any change in the trustee or the beneficiary's identity can only be done with our prior written permission. We reserve the right to impose additional conditions before consenting to the change. You may be requested to close the existing *account* and open a new *account* with us.

36. Death

36.1 We must be notified immediately upon the trustee's or the beneficiary's death. We will close the *account* upon death of either the trustee or the beneficiary.

36.2 If the beneficiary dies, the funds in the *account* will be paid to the trustee or the trustee's order.

36.3 If the trustee dies, the funds in the *account* will either be paid to the beneficiary if he is alive and of full age and has full legal capacity or to the personal representative of the trustee's estate.

36.4 The trustee's personal representative can only withdraw the funds in the *account* if they produce either the grant of probate or the letters of administration of the trustee's estate.

36.5 Alternatively, we may release the funds in the *account* subject to the recipient of the funds executing a deed of indemnity and any other documents we may require. Compliance with this clause amounts to a full discharge of our obligations in respect of the *account*.

37. Instructions, rights of beneficiary

37.1 This *account* can only be operated by the trustee and we will only act on the instructions from the trustee. Please refer to our Customer Terms on how we accept instructions. We will not act on the instructions from the beneficiary. We may impose any additional conditions on the withdrawal of the funds or closure of the *account*.

37.2 Subject to clause 41.2 and clause 43, the beneficiary cannot withdraw the funds in the *account* or operate the *account* in any manner.

38. Account closure

38.1 We may allow the beneficiary to close the *account* unilaterally without the agreement from the trustee when the beneficiary is of full age or otherwise has full legal capacity. Payment of all funds in the *account* to the beneficiary amounts to a full discharge of our obligations to the trustee and the

39. Cheque deposits

We accept cheques drawn in favour of the trustee to be credited into the *account*. We may allow cheques drawn in a favour of the beneficiary to be credited into the *account*. Such cheques must be drawn in favour in the name of the beneficiary to the *account*. We are entitled to pay out any amounts of the cheques drawn to the beneficiary or the beneficiary's parent or legal guardian if there is any dispute from them that such crediting was wrongful.

Part H – SuperSalary Product Terms

40. What is SuperSalary?

SuperSalary is a salary crediting account (*SuperSalary account*) that has a *Cashback debit card* (which is a Mastercard debit card that is primarily linked to the *account*). The *SuperSalary account* may be opened as a *personal account* or a *joint account*.

41. Opening of SuperSalary account and the requirements

To open a *SuperSalary account*, you are required to credit your monthly salary into the *SuperSalary account* or place your monthly salary into the *SuperSalary account* every month, via a GIRO application. These requirements are collectively referred to as the *SuperSalary requirements*.

42. CashBack

42.1 This Clause 42 on CashBack only applies if your SuperSalary account is linked as the primary account to the *Cashback debit card*. CashBack is applicable to all *qualifying transactions* made using the Mastercard payment services network but does not apply to NETS transactions, subject to the terms of our banking agreement.

42.2 CashBack is calculated at the end of each calendar month, based on transaction posting date. CashBack will be credited by the end of the next calendar month to your *SuperSalary account* if your *SuperSalary account* is linked as the primary account to the *Cashback debit card*. Monthly CashBack is subject to a cap of S\$60 per *SuperSalary account* (which is linked as the primary account to the *Cashback debit card*) or such other cap we determine at our sole discretion as notified to you from time to time. Please contact us for details or visit our website at www.sc.com/sg.

42.3 The amount of the CashBack is calculated at a rate determined by us. The CashBack will only be accrued and credited if your SuperSalary account is valid and in good standing. There will be no CashBack if your SuperSalary account is suspended, closed or you are in breach of our banking agreement.

42.4 To determine whether you are eligible for any CashBack for a calendar month, we will add up all the amounts charged on *qualifying transactions* to your Cashback debit card in that calendar month based on transaction posting date(s). The following transactions will not be taken into consideration in determining your eligibility for any CashBack and the amount of CashBack you are entitled to in a calendar month:

42.4.1 transactions arising from the use of your Cashback debit card as an ATM card at an ATM or at a EFTPOS or NETS terminal;

42.4.2 payments of insurance premiums, including premiums for investment-linked policies;

42.4.3 payments to loans or credit facilities or deposit accounts;

42.4.4 payments to the Immigration and Checkpoints Authority, Ministry of Manpower and Land Transport Authority;

42.4.5 EZ-Link card transactions and other transit link transactions;

42.4.6 top-ups of any stored value facility;

42.4.7 payments of fees and charges (including annual fees, interest charges and other miscellaneous fees) charged to your Cashback debit card;

42.4.8 any amount charged to your Cashback debit card that is subsequently cancelled, voided or reversed (as determined by us in our sole discretion); and

42.4.9 any other amount or payment charged to your Cashback debit card as we may determine and notify you from time to time.

42.5 We reserve the right to:

42.5.1 decline to pay or cancel payment of CashBack, and to claw back from any account (without notice to you) the value of any CashBack paid in the event that

we determine that any of the *SuperSalary requirements* or the terms of our banking agreement have not been complied with, including but not limited to the following:

42.5.1.1 where the SuperSalary account or the Cashback debit card has been operated in an irregular or improper manner;

42.5.1.2 where you have acted fraudulently or dishonestly;

42.5.1.3 where you have conducted yourself in bad faith or otherwise in an inappropriate manner to gain an unfair advantage against us, our partners or service providers; and/or

42.5.1.4 upon the occurrence of any event giving rise to a right for us to suspend or terminate any (or all) of our banking agreement for a product, as set out at clause 29.4 and clause 33 of our Customer Terms and elsewhere in our banking agreement; and

42.5.2 debit any account (without notice to you) with the amount of CashBack we credited to your SuperSalary account in connection with the CashBack if we determine in our sole discretion that such amount has been paid out in respect of a transaction specified in clause 42.4.

43. Cap on number of SuperSalary accounts

You may have a maximum of two (2) SuperSalary accounts at any one time provided that the SuperSalary accounts are governed by different account operating authorities, and you may be the primary account holder for only one (1) SuperSalary account at any one time.

44. Super Time Deposit

44.1 Super Time Deposit is a time deposit that earns additional interest rate on top of prevailing time deposit (non Super Time Deposit) rates. If you fulfill all the SuperSalary requirements, you may open a Super Time Deposit with us at special rates.

44.2 If you do not fulfill all the SuperSalary requirements after 3 months from the date the SuperSalary account is opened, the following will apply to you:

44.2.1 you will not qualify for opening of new Super Time Deposits; and

44.2.2 your existing Super Time Deposits that have not matured and that are not prematurely uplifted will enjoy the contracted interest rate until maturity, whereby upon maturity, they will be renewed at the prevailing interest rates for time deposit (non Super Time Deposit) of the same tenor.

44.3 There may be a minimum deposit for time deposits. Contact us for details. The prevailing interest rates for time deposits (non Super Time Deposits) are available at our website at www.sc.com/sg.

45. Meaning of words

qualifying transactions means any and all retail transactions charged to a *Cashback debit card* as reflected in your monthly statement of account, other than exclusions listed in clause 42.4 from time to time.

SuperSalary account means the single or joint *current/cheque account* opened with SuperSalary.

Cashback debit card means the Cashback Mastercard debit card issued by us to you in Singapore, and which is primarily linked to the SuperSalary account.

valid and in good standing means, in relation to an *account*:

- the *account* must not be suspended, cancelled, terminated or closed for any reason;
- any of the *account* holder's and *cardholder's accounts* with us is not delinquent or unsatisfactorily conducted for any reason; and
- the *account* holder and/or *cardholder* has/have not breached any term of our banking agreement.

Part I - Securities Settlement Account Product Terms

46. Use of Securities Settlement Account

- 46.1 In addition to the terms in this Part J, the Securities Settlement Account is also subject to the following:
- Customer Terms;
 - Current/Cheque/Savings Account and Time Deposit Terms;
 - Investment Product Terms; and
 - Online Equities Trading Terms.
- 46.2 The Securities Settlement Account will be linked to your *Operating Account*.
- 46.3 Without prejudice to our general rights under clause 38.37 of the Customer Terms, the Securities Settlement Account may be opened by you individually or jointly but may not be opened for a company, partnership, trust or other non natural person. Where we open any Securities Settlement Account in order to provide you a *product*, you acknowledge that such Securities Settlement Accounts are necessary and desirable in order to provide that *product* to you.

47. Statements

- 47.1 We will not send you *account* statements, confirmation advices, or passbooks for the Securities Settlement Account. However, we reserve the right to send you the *consolidated statement* should we decide to do so.
- 47.2 The balance and transaction history on the Securities Settlement Account will be made available online. You must verify the correctness of each entry by using our *electronic banking services*.

48. Interest

Unless we notify you in writing, this is a non interest bearing *account*.

49. Currency

- 49.1 If you trade using our services, you acknowledge that it is necessary to open and maintain Securities Settlement Accounts denominated in the currency relevant to the stock you intend to trade, be it S\$ or a *foreign currency*.
- 49.2 In particular, if you intend to trade on an exchange in markets outside Singapore or intend to trade on any exchange in stock denominated in a *foreign currency*, separate Securities Settlement Accounts in each applicable *foreign currency* must be set up before you can trade. You acknowledge that any Securities Settlement Account denominated in a *foreign currency* does not qualify as an insured deposit under the Deposit Insurance and Policy Owners' Protection Schemes Act (Cap. 77B) or the guarantee, if any, given by the Singapore Government for deposits.

50. Error

You must notify us of any error in the entry of any transaction within 45 days from the date of the transaction or within such other time periods as we may agree to. If you fail to do so, this means that you have accepted the accuracy of the entry.

51. Access

- 51.1 You may not withdraw cash from the Securities Settlement Account directly. You may transfer cash held in the Securities Settlement Account to your *Operating Account* using any of the methods set out in clause 51.4, provided that any balance remaining in the Securities Settlement Account will be sufficient to settle your pending transactions. Any cash transferred will be converted by us into the currency of your *Operating Account* at the prevailing rate of exchange to be determined by us.
- 51.2 Other than the transactions described in clause 51.1, you may not conduct any *online banking* transactions in relation to the Securities Settlement Account, such as *fund transfer services* or *online telegraphic transfers*.
- 51.3 We will not issue a chequebook or *card* to you in relation to the Securities Settlement Account.
- 51.4 You may transfer cash to the Securities Settlement Account via *electronic banking services*, at a branch of Standard Chartered Bank (Singapore) Limited or any other method or channel that we may advise you from time to time.

52. Closure of Securities Settlement Account

- 52.1 We may close the Securities Settlement Account if we terminate or suspend your access and use of our Online Equities Trading Service, and will transfer all cash in your Securities Settlement Account to your *Operating Account*.
- 52.2 We are not liable to you for any loss you may suffer due to the closure.

53. Meaning of words

You also need to refer to our Customer Terms which defines key words used in these terms.

S\$ means Singapore dollar.

foreign currency means a currency other than S\$ in which transactions on an Exchange are executed and shall include Australian Dollar, Euro, Hong Kong Dollar, Japanese Yen, Pound Sterling, United States Dollar and any other currency as we may advise from time to time.

Operating Account means your *current/cheque account* or *savings account* with us.

Part J - RMB Terms

If you open, maintain, transact on and/or otherwise operate a RMB denominated *current/cheque account*, *savings account* and/or *time deposit* with us, or if you request any RMB denominated remittance from us, you confirm that you have read and understood, and agree to be bound by the Customer Terms, *Current/Cheque/Savings Account* and *Time Deposit Terms*, *FCY Saver Product Terms* and any other terms and conditions we may notify you as applicable from time to time (collectively, the *Other Terms*), as well as these RMB Terms.

54. Overview

- 54.1 These RMB Terms, read with the *Other Terms*, govern your RMB denominated *accounts*, and any instructions you give us to effect RMB-denominated inward or outward remittances.
- 54.2 All RMB denominated *accounts* or remittances, and any related transactions, shall be subject to, and you agree to comply at all times with, all applicable local and foreign laws, regulations, guidelines, restrictions, directions or rules and any revision or amendments that are issued by any governmental, judicial or regulatory authority, agency or body, from time to time (collectively the *Applicable Regulations*).
- 54.3 We may also use the term "CNH" in certain documents to denote RMB that is freely available outside of the People's Republic of China.
- 54.4 Unless otherwise stated, in the event of any inconsistency between the *Other Terms* and these RMB Terms, these RMB Terms shall prevail to the extent of such inconsistency.

55. RMB Current Accounts and Savings Accounts

- 55.1 No cash withdrawals in RMB denominated notes can be made from a RMB *Current/Savings Account*.
- 55.2 We may accept a deposit into a RMB *Current/Savings Account* by way of:
- (a) foreign exchange conversion from a freely convertible non-RMB denominated currency as allowed by us from time to time; or
 - (b) inward transfer of RMB from a RMB *Current/Savings Account* or a RMB *Time Deposit* (as defined below) with us, or such other RMB denominated *account* as we may designate from time to time.
- 55.3 The initial deposit required to open a RMB *Current/Savings Account* with us is a minimum of RMB 25,000, or such other sum as we may designate from time to time.
- 55.4 You may make a withdrawal from a RMB *Current/Savings Account* by way of:
- (a) outward transfer of RMB to a RMB *Current/Savings Account* or a RMB *Time Deposit* (as defined below) with us, or such other RMB denominated *account* located outside the PRC as designated by us from time to time; or
 - (b) foreign exchange conversion to a freely convertible non-RMB denominated currency as allowed by us from time to time.
- 55.5 Additionally, you may make withdrawals from your RMB *Current/Savings Account* in the form of cashier's order or demand draft denominated in a freely convertible non-RMB denominated currency as allowed by us from time to time. This would involve a foreign exchange conversion.
- 55.6 We will not issue any cheque book for, and cheques cannot be drawn on any RMB *Current/Savings Account*.
- 55.7 All foreign exchange conversion transactions shall be effected at our prevailing exchange rates. Where we are unable to provide a firm exchange rate quotation, we shall effect the transaction on the basis of a provisional exchange rate which shall be subject to our adjustment when the actual rate is ascertained and any resulting difference shall be credited to or debited from your main *account* with us (as the case may be) as designated by us or such other means as we may determine from time to time, at our sole and absolute discretion.
- 55.8 Where you place any funds in a RMB *Current/*

Savings Account, we may clear and settle the said *account* through arrangements which we may make at our sole and absolute discretion with an authorised clearing bank located outside PRC (the *Clearing Bank*), in compliance with the *Applicable Regulations*. The RMB *Current/Savings Account* is subject to any restrictions imposed by such *Clearing Bank*.

- 55.9 We shall act on your instructions in relation to the RMB *Current/Savings Account* to the extent they are not prohibited by any *Event* or otherwise do not run contrary to the *Applicable Regulations*, prevailing law and/or regulatory guidelines and/or directions issued by a relevant regulator or a governing authority and up to such limit (including any maximum and minimum credit balance limits) as may be prescribed by applicable laws or regulations or otherwise directed by a relevant regulator, from time to time. Notwithstanding the foregoing, we reserve the right to execute any transaction instructed by you in a freely convertible non-RMB denominated currency at our sole and absolute discretion.
- 55.10 Upon the closure and/or termination of the RMB *Current/Savings Account* in accordance with our prevailing terms and conditions (or otherwise referred to as the *Other Terms*), we may convert the credit balance into a freely convertible non-RMB denominated currency as specified by you or, if no such currency is specified by you, into a freely convertible non-RMB denominated currency at our sole and absolute discretion.

56. RMB Time Deposit

- 56.1 You may apply for or otherwise make a placement of a RMB *Time Deposit*, subject to these terms.
- 56.2 Deposits into the RMB *Time Deposit* may be by way of foreign exchange conversion from freely convertible non-RMB denominated currencies; or inward transfer of RMB from a RMB *Current/Savings Account* with us or such other RMB denominated *account* as we may designate from time to time.
- 56.3 Withdrawals from the RMB *Time Deposit* may be by way of foreign exchange conversion to freely convertible non-RMB denominated currencies; or outward transfer of RMB to a RMB *Current/Savings Account* with us, or such other RMB denominated *account* located outside the PRC as designated by us from time to time.
- 56.4 No cash withdrawals in RMB denominated notes can be made from a RMB *Time Deposit*.
- 56.5 The minimum deposit required to place a RMB *Time Deposit* with us is RMB 25,000, or such other sum as we may designate from time to time.
- 56.6 We may quote you indicative rates in relation to the placing of the RMB *Time Deposit* and the rate upon maturity. Until such time that the RMB *Time Deposit* is placed or converted, the indicative rates are not binding on us.
- 56.7 All foreign currency exchange transactions shall be effected at our prevailing exchange rates. Where we are unable to provide a firm exchange rate quotation, we shall effect the transaction on the basis of a provisional exchange rate which shall be subject to our adjustment when the actual rate is ascertained and any resulting difference shall be credited to or debited from your main *account* with us (as the case may be) or such other means as we may determine from time to time, at our sole and absolute discretion.
- 56.8 Where you place any funds in a RMB *Time Deposit*, we may clear and settle the said *account* through arrangements which we may make at our sole and absolute discretion with a *Clearing Bank*, in compliance with the *Applicable Regulations*. A RMB *Time Deposit* is subject to any restrictions imposed by such *Clearing Bank*.
- 56.9 Upon maturity of the placement(s) and/or deposit(s) in the RMB *Time Deposit*, we will credit the proceeds into your RMB *Current/Savings Account*, unless other maturity instructions are provided by you.
- 56.10 We shall act on your instructions in relation to the RMB *Time Deposit* to the extent they are

not prohibited by any *Event* or otherwise do not run contrary to the *Applicable Regulations*, prevailing local or foreign law and/or regulatory guidelines and/or directions issued by a relevant regulator or a governing authority and up to such limit (including any maximum and minimum credit balance limits) as may be prescribed by applicable laws or regulations or otherwise directed by a relevant regulator, from time to time. Notwithstanding the foregoing, we reserve the right to execute any transaction instructed by you in a freely convertible non-RMB denominated currency at our sole and absolute discretion.

57. RMB Remittances

57.1 Subject to these RMB Terms:

(a) you may ask us to effect an outward remittance of RMB for you, provided always that (i) the beneficiary's RMB denominated account is located in a territory outside PRC that is acceptable to us in our sole and absolute discretion, and (ii) the funds in RMB are debited from your RMB Current/Savings Account; and

(b) we may accept an inward remittance of RMB on behalf of you, or otherwise as instructed or authorised by you, provided always that (i) such a transfer or remittance of funds in RMB is carried out or effected from an account located in a territory outside PRC that is acceptable to us in our sole and absolute discretion, and (ii) such funds in RMB are credited directly into your RMB Current/Savings Account.

57.2 Notwithstanding the above, we have the right at any time to reject, refuse, reverse or suspend an inward or outward remittance of funds in RMB, whether in whole or in part, processed or effected on behalf of you, or otherwise as instructed or authorised by you, for any one or more of the following purposes:

(a) compliance with any *Applicable Regulations*;

(b) where we are of the view that such inward or outward remittance is in violation of, or will be in violation of, any *Applicable Regulations*;

(c) where the relevant correspondent bank, paying or agent bank recalls or claims a refund or repayment of any funds in RMB transferred or remitted to you, or otherwise as a consequence of an unsuccessful inward remittance of funds in RMB to you, for any reason whatsoever;

(d) where the relevant correspondent bank, beneficiary or agent bank rejects or fails to accept an outward remittance of funds in RMB by you, or otherwise as a consequence of an unsuccessful outward remittance of funds in RMB by you, for any reason whatsoever; or

(e) such further or other circumstances, whether foreseeable or not, notified to you from time to time,

and you shall be solely liable for any and all losses, costs, expenses and charges incurred or suffered by you arising as a result.

57.3 In the event that any inward or outward remittance of funds in RMB is restricted, refused, reversed or otherwise suspended by any governmental, judicial or regulatory authority, agency or body, we are not obliged to:

(a) compensate you for any loss or damage suffered by you and/or otherwise arising from the said restriction, refusal, reversal or suspension;

(b) pay the funds in RMB, whether by way of cash or such other means, in RMB or any other currency to you (in the case of an inward remittance of funds in RMB) or the beneficiary (in the case of an outward telegraphic transfer or remittance of funds in RMB); or

(c) in the case of an outward remittance of funds in RMB, return the funds in RMB to your RMB Current/Savings Account, until such funds are refunded to and received by us.

58. Risks Associated with RMB Current/Savings

Account, RMB Time Deposit and/or RMB Remittances

58.1 In addition to the risks highlighted in the *Other Terms*, the risks associated with a RMB Current/Savings Account, RMB Time Deposit and/or RMB Remittance are as follows:

(a) RMB is currently not a freely convertible currency and transfers or remittances of funds in RMB to and from the PRC may be restricted. It is subject to foreign currency control policies of PRC. The exchange rate of RMB may fluctuate from time to time. The relevant authorities in the PRC have imposed restrictions on transfers or remittances of Chinese Renminbi to and from the PRC, which may limit the amount of RMB available outside of the PRC. In addition, *Applicable Regulations* in respect of RMB may be subject to change, which may adversely affect your RMB Current/Savings Account, RMB Time Deposit and RMB Remittance.

(b) Our prevailing rates for the RMB Current/Savings Account and the RMB Time Deposit are not quoted, and may not fluctuate, at the same level as the rate for RMB onshore (or RMB within PRC). By placing funds in our RMB Current/Savings Account, or the RMB Time Deposit, you may receive a less attractive rate of return and conversion rate compared to the rate for RMB onshore (or RMB within PRC). Our prevailing exchange rates for RMB are quoted with reference to the market rates for RMB which is offshore Chinese Renminbi; the rate for RMB may be different, and fluctuate at different levels, as compared to that for onshore Chinese Renminbi which is only available within the PRC.

(c) The conversion of RMB is also subject to certain restrictions prevailing at the relevant time, and dependent on the availability of RMB outside the PRC. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or our ability to convert our RMB Current/Savings Account and RMB Time Deposit. Conversion of RMB through banks outside of the PRC may be subject to restrictions (including the amount that can be converted). You may have to allow time for the conversion of RMB to/from another currency of an amount exceeding any such limit and you would be subject to further currency risk in the interim.

(d) Currency exchange rates are affected by a wide range of factors and may rise and fall rapidly. Exchange rate fluctuations may result in gains and losses in the event that you subsequently convert the relevant foreign currency back into your original currency. For instance, if you withdraw from a RMB Current/Savings Account or RMB Time Deposit by converting your RMB into another currency, you may therefore experience a loss from the foreign exchange conversion.

(e) All deposits and funds in RMB, whether placed in our RMB Current/Savings Account or the RMB Time Deposit, are not insured deposits for the purposes of the Deposit Insurance and Policy Owners' Protection Schemes Act (Cap. 77B).

58.2 Please visit our website or refer to our *pricing guide* for any fees and charges that may be applicable to you. We reserve the right to vary, modify, add, delete or otherwise revise any of these terms and conditions at our sole and absolute discretion.

59. Declaration

You represent and warrant as follows:-

(a) You understand and accept that our RMB Current/Savings Account and/or RMB Time Deposit are governed by the terms and conditions contained herein and acknowledge the risk disclosures set forth above and in this application, and the *Other Terms*.

Part K – Preferred Current Account Product Terms & Conditions (no longer offered)

- (b) You have sufficient knowledge and experience to be able to evaluate the merits and risks of our *RMB Current/Savings Account* and/or *RMB Time Deposit* and you have obtained independent legal, tax, financial, accounting and other advice and acknowledge that we do not owe any fiduciary or similar duties to you. You understand the terms of, and any risks associated with, our *RMB Current/Savings Account* and/or *RMB Time Deposit* and you have made your own decision to enter into our *RMB Current/Savings Account* and/or *RMB Time Deposit*. **You agree that neither we nor any of our employees or agents shall have any liability for any advice given or views expressed to you on any matter connected with our *RMB Current/Savings Account* and/or *RMB Time Deposit*, or be liable for any loss or expense incurred by you as a result of any currency or market movements, or our inability to effect the relevant currency conversion or for any reason other than the fault, negligence or misfeasance of us or our employees.**
- (c) You understand that the availability of our *RMB Current/Savings Account* and/or *RMB Time Deposit* are subject to the prevailing legal and regulatory environment as well as our internal policies and any changes in these factors may have an impact on you. From time to time, we may vary these *RMB* Terms in accordance with the *Other Terms*.
- (d) You understand and agree that this *application* is subject to our discretion to accept and/or approval and even if your *application* is accepted at first instance, we are fully authorised to terminate our *RMB Current/Savings Account* and/or *RMB Time Deposit* if we determine that you have not fulfilled the relevant requirements.
- (e) All information and records provided by you is true, correct and complete and we are entitled to rely on such information until we have received written notice from you of any changes therein. You shall notify us forthwith of any changes to such information.

60. Meaning of words

Event means any capital control or other restrictions imposed by any applicable agency, authority or organisation, clearing or settlement bank or body exchange in the People's Republic of China or Singapore.

PRC means the People's Republic of China, but excludes the Hong Kong and Macau Special Administrative Regions.

RMB means Chinese Renminbi that is freely available outside of the People's Republic of China.

RMB Current/Savings Account means *RMB-denominated current/cheque account or savings account*.

RMB Remittance means *RMB-denominated remittance*.

RMB Time Deposit means *RMB-denominated time deposit*.

61. What is Preferred Current Account?

Preferred Current Account is a current account (*Preferred Current Account*) linked to a Preferred World Mastercard debit card (*Preferred Debit Card*). The *Preferred Current Account* may be a personal or joint account. With the *Preferred Debit Card*, you can enjoy the following benefits:

- CashBack on your Mastercard transactions
- cash withdrawal
- NETS payments
- *credit card merchant* discounts
- recurring payment plan

62. CashBack

62.1 We may credit your *Preferred Current Account* with a CashBack if you maintain a minimum *average daily balance* in the account. We reserve the right to stipulate the minimum daily balance you must maintain in the account. However, we may not be able to credit your *Preferred Current Account* with any CashBack if there are any *circumstances beyond our control*.

62.2 CashBack is tiered and calculated at the end of each calendar month, based on transaction posting date and the *average daily balance* of your *Preferred Current Account*. CashBack will be credited to your *Preferred Current Account* on the first business day of the next calendar month. Monthly CashBack is subject to a cap. Please contact us for details.

62.3 The amount of the CashBack is calculated at a rate determined by us. CashBack will only be accrued and credited if your *Preferred Current Account* is in good standing. There will be no CashBack if your *Preferred Current Account* is suspended, closed or you are in breach of our banking agreement.

62.4 We reserve the right to debit any *account* (without notice to you) with the amount of CashBack we credited to your *Preferred Current Account* in connection with the CashBack if any transactions are cancelled, voided or reversed for any reason.

63. Overdraft

63.1 We may allow the *Preferred Current Account* to be overdrawn. We charge interest on the overdrawn balance at a rate and on the basis we determine from time to time subject to minimum monthly charge.

63.2 We may debit any interest or charge to the account monthly or at such other intervals we determine. This does not impose any obligation on us to grant you any loans, advances or credit facility on the *Preferred Current Account*.

Part L - Child Development Account Product Terms (no longer offered)

64. Opening of CDA

64.1 If you are aged 21 years and above and have the necessary documents, you may open CDA for the benefit of:

- the *Member* if you are a parent or legal guardian of the *Member*; or
- such person approved by the *Government* as an *Approved Person*.

64.2 By opening the CDA, you agree, undertake and declare to us that you:

- will hold the CDA and the funds in the CDA in trust for the *Member*;
- have completed the declaration of trust contained in the CDA application form; and
- will operate and deal with the CDA for the benefit of the *Member* or according to the terms of the trust, the *Child Development Account legislation* and any applicable legislation in force for the time being. We are not obligated to enquire into your dealings in the CDA or your compliance with the terms of the trust.

64.3 The CDA must be opened either in your name or in the name of the *Approved Person*. You are the sole trustee for the CDA (*Trustee*). The *Member* is the sole beneficiary of the CDA. For clarity, each *Member* can only have one CDA and the *Member's* name must be entered in the title of the CDA.

64.4 We reserve the right to reject a *Trustee* at any point in time after the CDA has been opened without giving you any reason. The *Trustee* will be deemed to be our customer.

65. Co-payments by the Government

65.1 The *Government* will make co-payments into the CDA in such amounts that are provided under the Child Development Co-Savings Scheme. We are not liable for any failure on the part of the *Government* to make the co-payments.

65.2 If we receive instructions from the *Government*, we are entitled to debit from the CDA any co-payments made into the CDA by the *Government* and pay the same to the *Government* or such other person as the *Government* may direct. We are not obligated to enquire into the reason for such instructions. We are not liable to the *Trustee* or the *Member* for any loss incurred as a result of us carrying out instructions from the *Government*.

66. Operation of CDA

66.1 The *Trustee* may arrange for transfer of funds to be deposited into the CDA via GIRO or NETS subject to the terms and conditions of the standing order applications. The *Trustee* may also arrange for funds to be deposited into the CDA through such other means we may permit.

66.2 Withdrawals in person over the counter or by any other methods apart from the methods stipulated in our banking agreement are not permitted.

66.3 Withdrawals from the CDA may only be made for the following purposes:

- **payment of Approved Expenses via GIRO or NETS**

We will not honour any withdrawal request from the CDA if we believe that the withdrawal is for a purpose other than the payment of *Approved Expenses*. However, we are not liable if withdrawals from the CDA are utilised for any other purposes other than for the payment for any *Approved Expenses*.

- **Child Development Time Deposit with us as approved by the Government**

The placement of the *time deposit* must be operated with the same mandate as the CDA and mature before the *maximum maturity date*. We offer *time deposit* on an auto-renewal basis. We reserve the right to determine the tenor and the amount of the *time deposit* the *Trustee* may place with us. If the maturity date of the *time deposit* upon auto renewal exceeds the *maximum maturity date*, the *time deposit* will not be auto renewed. Any principal and interest earned will be credited back to the CDA.

66.4 We reserve the right to suspend operation of the CDA (this includes terminating arrangements for withdrawals from the CDA via GIRO) at any time:

- if we receive instructions from the *Government* to do so; or
- pursuant to Part H of the Customer Terms.

66.5 If the *Trustee* becomes a bankrupt, we reserve the right to inform the *Government* of any information relating to the *Trustee's* bankruptcy.

67. Change of Trustee

67.1 If we receive instructions from the *Government*, we will replace the existing *Trustee* with a new *Trustee* as the *Government* may direct. If the existing *Trustee* has a *time deposit account* opened using CDA funds only, we will replace the existing *Trustee* with the new *Trustee* for the *time deposit account* as well.

67.2 In addition, if the *Government* notifies us of the death of the existing *Trustee*, upon us receiving instructions from the *Government*, we will appoint a new *Trustee*. The executor or administrator of the existing *Trustee's* estate is not permitted to operate the CDA.

67.3 The new *Trustee* may request that we furnish him with copies of the statement of account which have been sent previously to the existing *Trustee* upon payment of certain fees.

68. Death of Member

If we are notified by the *Government* of the death of a *Member*, we will close the CDA and pay all the money (plus interest) in the CDA to the *Government* or any person nominated by the *Government* if we receive notification of a *Member's* death from the *Government*. This payment will be treated as a full discharge of our obligations.

69. Closure of CDA

69.1 The CDA remains open until we receive instructions from the *Government* to close it.

69.2 If instructed by the *Government*, we will close the CDA and transfer all money (plus interest) in the CDA to a designated account opened in the name of the Ministry of Education or such other bank account the *Government* may direct. This will be treated as a full discharge of our obligations.

69.3 We reserve the right not to inform the *Trustee* of such closure if we have a valid reason for doing so.

70. Cessation as managing agent

If we cease to be a managing agent of the CDA, we reserve the right to disclose all information related to the CDA, the *Trustee* and the *Member* to the *Government*.

71. Meaning of words

Approved Expenses mean the expenses for which withdrawals from the CDA are permitted by the *Government*.

Approved Institutions mean the organizations for which funds from the CDA are permitted by the *Government* for payment of the *Approved Expenses*.

Approved Person means a person whom the *Government* approves to be the *Trustee* of a CDA.

card particulars in relation to any card, means any particulars on the card, and the personal identification number of the card.

card transaction means all transactions made using the card.

CDA means Child Development Account.

Child Development Account legislation means the Child Development Co-Savings Act (Cap. 38A) and such subsidiary legislation or regulations as may be enacted from time to time.

Government means the Ministry of Social and Family Development or such other ministry or government body in charge of administering the Child Development Co-Savings Scheme.

maximum maturity date means before 31 December of the year the *Member* turns 12 years old.

Part M-Dash Easy Savings Account Product Terms (no longer offered)

Member means a member of the Child Development Co-Savings Scheme or such person whom the *Government* determines is entitled to have a *CDA*.

overdrawn balance means balance in favour of us on the XtraSaver Account.

Trustee is defined in clause 55.3.

72. What is Dash Easy Savings Account

Dash Easy Savings Account is part of the Dash Easy product bundle, which comprises a Dash Easy Savings Account with Standard Chartered Bank (Singapore) Limited and a *Dash Mobile Cash (mCash) Account* with SingTel.

Dash Easy Savings Account is an online savings account which offers you:

- bonus interest on your Dash Easy Savings Account balances;
- an *ATM card* for cash withdrawal at our *ATMs* and *ATMs* of other banks as we may notify you from time to time (e.g *ATM[®] ATMs*) (*Designated ATMs*);
- payments by *NETS*;
- fund transfer to your *Dash mCash Account*; and
- branch assistance for *ATM PIN* reset, internet banking *PIN* reset, and account closure only for Dash banking products.

As the Dash Easy Savings Account is an online savings account, transactions at our branches are limited to those listed above.

73. Interest

73.1 You will receive interest at the prevailing interest rate for Dash Easy Savings Accounts on your Dash Easy Savings Account balances. If you meet the promotion requirements for bonus interest, you will also receive the applicable bonus interest on the *average daily balance* in your Dash Easy Savings Account for the applicable promotion period.

73.2 Prevailing interest and bonus interest are at rates we determine. Prevailing interest will be calculated at the end of each day, and bonus interest will be calculated at the end of each calendar month based on the *average daily balance* in your Dash Easy Savings Account for each calendar month. We may change the basis and rates of the prevailing interest and bonus interest at any time.

73.3 The *average daily balance* in your Dash Easy Savings Account which is eligible for bonus interest is subject to a minimum amount and a maximum cap we determine. We may change the minimum amount and the maximum cap at any time.

73.4 We will credit any prevailing interest and bonus interest to your Dash Easy Savings Account monthly or at other regular intervals that we determine. The prevailing interest and bonus interest (if any) may be credited to your Dash Easy Savings Account on different dates.

74. Statements

74.1 We will not send you printed account statements, confirmation advices, or passbooks for the Dash Easy Savings Account. However, we reserve the right to send you the *consolidated statement* should we decide to do so.

74.2 The balance and the transaction history on the Dash Easy Savings Account will be made available online. You must verify the correctness of each entry by using our *electronic banking services*.

75. Error

You must notify us of any error in the entry of any transaction within 45 days from the date of the transaction or within such other time periods as we may agree to. If you fail to do so, this means that you have accepted the accuracy of the entry.

76. Cash withdrawal

76.1 You can withdraw cash from the Dash Easy Savings Account at *Designated ATMs* using a linked *ATM card*.

76.2 Cash withdrawals may not be made over the counter at our branches unless otherwise notified, or if you wish to close the Dash Easy Savings Account.

77. Fund transfer to Dash mCash Account

You can transfer funds from your Dash Easy Savings Account to your *Dash mCash Account* by using our *electronic banking services*, subject to the applicable limits for your *Dash mCash Account* balance and transfer amounts.

78. Closure of account

You are required to visit any of our branches if you wish to close your Dash Easy Savings Account. Upon account closure, the credit balance, if any, in your Dash Easy Savings Account will be paid to you.

79. Consent to disclosure and use of your information

79.1 You consent to us disclosing to *SingTel* the opening and closure of your Dash Easy Savings Account for the purposes of:

- (a) our collaboration arrangements (including fees and other arrangements) with *SingTel* in relation to the product;
- (b) the provision or continued provision of *Dash mCash Account* services to you by *SingTel*; and
- (c) *SingTel's* determination of your eligibility for any rewards programme that it may offer from time to time.

80. Rewards

You will not be awarded with 360° Reward Points under the Standard Chartered 360° Rewards Programme for the Product Category relating to the Dash Easy Savings Account.

81. Other terms

- 81.1 These Dash Easy Savings Account Product Terms are to be read together with our Customer Terms and our Current/Cheque/Savings Account and Time Deposit Terms (collectively *Other Terms*).
- 81.2 If there is any inconsistency between the *Other Terms* and these Dash Easy Savings Account Product Terms, these Dash Easy Savings Account Product Terms shall prevail to the extent of such inconsistency.
- 81.3 Words printed "*like this*" if not explained here, are explained elsewhere in the *Other Terms*.

82. Meaning of words

Dash mCash Account means an account with SingTel for Dash mCash, a stored value facility provided by SingTel for payment services.

SingTel means Telecom Equipment Pte Ltd.

Section 2 – Personal Loan/Personal Line of Credit/Overdraft Terms

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Important notice

You need to read this document

It sets out specific terms and conditions on which we agree to provide you with personal *loan* and personal *line of credit/overdraft products*. **You must read it in conjunction with our Customer Terms, the pricing guide, our Current/Cheque/Savings Account and Time Deposit Terms**, the product brochure **and any other documents forming our banking agreement**. To the extent of any inconsistency between these terms and our Customer Terms, these terms prevail.

Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

How to contact us

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our *products*, you may visit any of our branches or call our 24-hour Client Contact Centre at +65 6747 7000.

Part A - Personal loans

1. Choosing the account that is right for you

You should contact us (see contact details under "How to contact us" at the front of these terms) to discuss how we may be able to structure your *loan* to suit your personal banking needs. We can also explain any of the features of, or the terms applying to, any *loan* product.

2. The loan

We must provide the loan

2.1 If we issue an *approval*, we agree to provide a *loan* up to the *limit* and for the term specified in the *approval*. The *limit* or term may be different to the *limit* or term you asked for in your *application*. We have the discretion to set the specific *limit* or term.

Requesting funds

2.2 If you want us to provide you with *loan* funds, you may do so by a written request. Your request must be made within a reasonable time.

Top up loan

2.3 If you ask, we may agree to provide a top up loan by way of single drawdown up to the maximum principal repaid on terms we notify.

How we provide the loan

2.4 Usually we provide the *loan* by depositing it into the *nominated account*. However, if you ask and we agree, we may give you a cheque for the *loan*.

If we provide the *loan* by cheque, the cheque is only valid for the period we specify. Instalments are payable even if the cheque is not cashed.

2.5 Fees and charges that apply to the *loan* may be deducted from the *loan* before depositing it into the *nominated account*.

Conditions

2.6 We will require certain information and documents (such as income related documents) to be furnished to us before your *loan* can be approved. Your *loan approval* is conditional upon satisfaction of such conditions.

3. Interest, fees and charges

Interest

3.1 You must pay interest on the *loan* monthly in arrears at the rate set out in our approval letter or otherwise in our *pricing guide*.

3.2 Unless otherwise specified in our banking agreement, interest accrues on a daily basis and is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year).

3.3 Interest is charged to your *account* on the last day of each month or of the cycle date.

3.4 Interest is payable on the dates set out in the *approval* or elsewhere in our banking agreement.

3.5 Any payment (including an instalment amount or a minimum monthly repayment) which is overdue incurs interest at the *default rate* (which is higher than the usual interest rate) set out in the *approval* or elsewhere in our banking agreement (see clause 21 (Interest, fees and charges) in the Customer Terms).

3.6 If we vary the interest rate, we will give you notice of the effective date of the revised interest rate.

Fees and charges

3.7 The fees and charges for the *loan* are set out in the *pricing guide* or such other document as we may notify you.

3.8 In addition to charging interest at the *default rate*, we may charge a late payment fee for any overdue payment as set out in the *pricing guide* or elsewhere in our banking agreement. Please contact us for further details.

4. Repayment

Repayment by instalments

4.1 You must repay the *loan* in instalments or the

minimum monthly repayment we specify. We will notify you of the amount of the instalment and the instalment payment date.

4.2 Any *balance owing* for the *account* for the *loan* (after payment of all instalments) must be repaid on the final payment date we notify you.

4.3 The instalments are payable even if you do not withdraw any of the *loan* funds we deposit in the *nominated account*.

4.4 If we vary the interest rate on the *loan*, if you request or we determine otherwise, we may vary the instalment amount and the number of instalments.

Methods of repayment

4.5 We advise you of the manner in which you must repay the instalments. For example, we may ask you to nominate an *account* for repayment by direct debit and give us documents to facilitate direct debit from the *nominated account*.

4.6 You must comply with our usual requirements for the relevant payment method, including any set out in this clause.

4.7 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

- ensure that you have sufficient funds in the *account* to be debited (including any *account* with another financial institution or the *nominated account*);
- not stop cheques;
- not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the *account* on which cheques are drawn.

Payment in full if we ask

4.8 Despite any other term of our banking agreement (including Clause 4.12 below), at any time (whether the banking agreement is in force or otherwise), we may demand immediate payment of the *loan* in full, together with all accrued but unpaid interest, fees and costs in connection with the *loan*.

What happens if you do not pay

4.9 If you do not make an instalment on or before the relevant due date:

- you must pay at least the minimum monthly repayment we specify. For the avoidance of doubt, our acceptance of any amount other than any part or the whole of any unpaid instalment(s) plus all unpaid interest plus any other sum due to us is without prejudice to and is not a waiver of our right to claim for the remaining *balance owing*; and
- we charge you a late payment fee as set out in the *pricing guide* or elsewhere in our banking agreement.

How we apply payments

4.10 Subject to law, we may use amounts we receive from any of your instalments to pay interest rather than to reduce the principal amount you owe us or to pay amounts you owe us in any order we choose. For example, we may allocate a higher proportion of any one or more of your instalments to interest rather than to the principal amount you owe us.

Automatic payment from account with another institution

4.11 If we require you to repay by automatic payment from an *account* with another financial institution you must:

- organise a payment arrangement with the other financial institution under which an amount equal to each instalment amount is debited from that *account* and deposited in your *nominated account* on each instalment payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the instalment amount, from that *account*.

Effect of termination

4.12 Subject to Clause 4.8 above, on or after the banking agreement for the *loan* is terminated, you must pay at least the minimum monthly repayment we specify. For the avoidance of doubt, our

acceptance of any amount other than the *balance owing* for the *loan* is without prejudice to and is not a waiver of our right to claim for the remaining *balance owing*.

- 4.13 Clause 4.8 and Clause 4.12 survive the termination of our banking agreement for the *loan*.

5. Prepayment

Prepayment

- 5.1 You may prepay all or part of the *loan* if:
- you give us reasonable notice in writing; and
 - when you prepay, you also pay all accrued but unpaid interest, fees and charges in connection with the *loan* (including any early settlement fees as set out in the *pricing guide*). You can contact us for details of these fees and charges.

If you are unable to give us reasonable notice of prepayment, we may require you to pay us an amount equal to one month's interest (or any other amount we specify) on the *loan*.

Partial prepayment

- 5.2 If you prepay only part of the *loan*, no early settlement fee is payable. The amount of each instalment is not adjusted. Any amount prepaid is credited to your *account* for the *loan* as payment for the next instalment.

Early settlement fee

- 5.3 An early settlement fee may be payable depending on when you prepay the *loan*.

6. Additional services for your account

- 6.1 We may offer additional services for your *account*. These may include balance transfer programmes, funds transfer programmes and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.
- 6.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails, unless the terms of the additional services specify otherwise.

7. Cancellation

Our Customer Terms set out when you and we may end your use of any *product* and what you need to do if that happens. This includes immediate payment of the *balance owing* for the *account* if we make a demand to that effect. For example, if you do not make a repayment on or before the payment date or the *balance owing* on the *account* exceeds the *limit*, we may ask you to immediately repay the *balance owing* on the *account*. This clause sets out additional circumstances in which you or we may cancel the *loan*.

You may cancel the *loan* by giving us reasonable notice in writing. However, we may charge you a cancellation fee (see the *pricing guide*, contact us at one of our branches or use phone banking).

8. Service of process

We may serve process on you by publishing a notice in an English newspaper with general circulation in Singapore. The service is effective on the day of publication. Our Customer Terms set out additional methods for service of process.

9. Choosing the account that is right for you

If you need us to explain any of the features of, or the terms applying to, any *line of credit/overdraft*, please contact us at one of our branches or use phone banking.

10. Your limit

Limit

- 10.1 You may only draw on a *line of credit/overdraft* up to the *limit*. We may cancel or vary the *limit* at any time. We may consider the latest income information you have given us in connection with any *product* when varying the *limit*.

Exceeding the limit

- 10.2 Sometimes we may allow you to draw in excess of the *limit*. If we allow you to do so:
- this is not a waiver of our right to require your *line of credit/overdraft* to be maintained within the *limit*;
 - you must pay the excess immediately; and
 - a higher interest rate is payable on the excess until it is repaid (see clause 12).

11. Using your line of credit/overdraft

We make funds available to you through the *account* for the *line of credit/overdraft* in accordance with our usual practice from time to time. This must be an *account* of a type we specify which must be maintained at all times for the purposes of our *line of credit/overdraft*. We may change this *account* at any time for any reason.

12. Interest, fees and charges

Interest

- 12.1 We charge interest on that part of the *balance owing* for the *account* for the *line of credit/overdraft* which is within the *limit* at the rate set out in the *approval* or any other rate we determine.
- 12.2 Interest may be charged at different rates for different parts of the *balance owing* on a *line of credit/overdraft*.
- 12.3 Unless otherwise specified in our banking agreement, interest accrues on a daily basis and is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year).
- 12.4 Interest is charged to your *account* on the last day of each month.

Default interest

- 12.5 If the *balance owing* exceeds the *limit* (with or without our approval), we charge interest on that excess at the *default rate* (which is higher than the usual interest rate).

When interest is debited

- 12.6 Interest is debited from the *account* for the *line of credit/overdraft* monthly in arrears or at any other times we determine.

Fees

- 12.7 The fees and charges for your *line of credit/overdraft* such as processing fees and renewal fees are set out in the *pricing guide* also known as personal credit features or elsewhere in our banking agreement.

13. When you must repay

We may ask you to repay all or part of the *balance owing* for the *account* for the *line of credit/overdraft* at any time. If we do so, you must immediately pay the amount we demand.

14. Repayment

Minimum monthly repayment

- 14.1 On or before the due date set out in the statement we issue for a *line of credit/overdraft*, you must pay at least the minimum monthly repayment as set out in the statement. Alternatively, you may pay the *balance owing* for the *line of credit/overdraft* as set out in the statement.
- 14.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.

Calculation of minimum monthly repayment

- 14.3 We calculate the minimum monthly repayment in accordance with our usual practice. Please refer to your *product brochure* or contact us for further information.

Methods of repayment

- 14.4 We advise you of the manner in which you must repay any repayment on the *line of credit/overdraft*. For example, we may ask you to designate an account for repayment by direct debit and give us documents to facilitate direct debit from that account.
- 14.5 You must comply with our usual requirements for the relevant payment method, including any set out in this clause.
- 14.6 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:
- ensure that you have sufficient funds in the account to be debited (including any account with another financial institution or the *nominated account*) for an amount equal to:
 - at least the minimum monthly repayment;
 - any applicable charges/fees; and
 - any other amount you owe us in connection with the *line of credit/overdraft*;
 - not stop cheques; and/or
 - not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the minimum monthly repayment) or close or change the account on which cheques are drawn.

Automatic payment from account with another institution

- 14.7 If we require you to repay by automatic payment from an account with another financial institution, you must:
- organise a payment arrangement with the other financial institution under which an amount equal to:
 - at least the minimum monthly repayment;
 - any applicable charges/fees; and
 - any other amount you owe us in connection with the *line of credit/overdraft*,
 - is debited from that account on each payment date to the *account* for the *line of credit/overdraft* and give us satisfactory evidence that this is in place; or
 - provide us with any authority we require to enable us to debit the above amounts, from that account.
- 14.8 The proceeds of any payment instruction are taken into account in determining the funds available for drawdown on your *line of credit/overdraft* only after the payment instrument is cleared.

Payment in full if we ask

- 14.9 Despite any other term of our banking agreement (including Clause 14.12 below), at any time (whether the banking agreement is in force or otherwise), we may demand immediate payment of the *balance owing* for the *line of credit/overdraft*.

What happens if you do not pay

- 14.10 If we do not receive the minimum monthly repayment on or before the due date:
- you may not use the *line of credit/overdraft* until the minimum monthly repayment has been paid; and
 - we may suspend your use of the *line of credit/overdraft*.

How we apply payments

- 14.11 We may use amounts we receive under our banking agreement to pay amounts you owe us in the following order or any order we choose:
- interest and other charges as set out in the *product brochure, pricing guide* or elsewhere in our banking agreement;
 - costs in relation to enforcing any debt you owe us;
 - unpaid transactions and cash withdrawals;
 - fees, charges and transactions incurred from the use of the *line of credit/overdraft* not yet shown on the current statement.

Effect of termination

- 14.12 Subject to Clause 14.9 above, on or after the banking agreement for the *line of credit/overdraft* is terminated, you must pay at least the minimum

monthly repayment we specify. For the avoidance of doubt, our acceptance of any amount other than the *balance owing* for the *line of credit/overdraft* is without prejudice to and is not a waiver of our right to claim for the remaining *balance owing*.

- 14.13 Clause 14.9 and Clause 14.12 survive the termination of our banking agreement for the *line of credit/overdraft*.

15. Right to reborrow

- 15.1 You may only reborrow an amount repaid if:
- the *balance owing* on the *line of credit/overdraft* does not exceed the *limit*; and
 - you otherwise satisfy our usual conditions for permitting reborrowing.
- Any amount you reborrow forms part of the *line of credit/overdraft*.

16. Joint Account

- 16.1 Please refer to clause 4.7 of our Customer Terms if the *account* is a *joint account*.
- 16.2 If you have a *joint account* with credit balance and there is *balance owing* on your *loan*, the Bank has the discretion to debit or place a block on your *joint account* in line with our prevailing policies.

Part C - Meaning of words

17. Meaning of words

You also need to refer to our Customer Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Customer Terms, the definition in these terms applies for the purposes of personal *loans* and personal *lines of credit/overdrafts*.

default rate means the rate of interest per annum which applies to overdue payments or amounts owing in excess of a *limit* as set out in our banking agreement.

limit means, for a personal *loan* or a *line of credit/overdraft*, the limit set out in the *approval* for the *product* (as we may vary at any time).

line of credit/overdraft means a personal line of credit we make available to you under Part B of these terms.

loan means the outstanding principal amount of each drawdown of a loan made under Part A of these terms. It includes a top up loan.

nominated account means a *savings account* or *current/cheque account* opened and maintained by us for you which you and we have agreed is to be the *account* into which we may deposit the *loan* and from which we may debit instalments or repayments.

Product Terms applicable to:-

Personal Credit

Salary Advance

Preferred Line of Credit

Personal Line of Credit Funds Transfer

Dash Advance / CashOne / ezyCash

Home Renovation Loan / Debt Consolidation Facility

Partner Capital Loan

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Important notice

You need to read this document

This document contains additional *product terms* applicable to you if you use of our personal loan / line of credit / overdraft. You must read it in conjunction with our Customer Terms, our *pricing guide*, our Personal Loan / Personal Line of Credit / Overdraft Terms, our Current/Cheque/Savings Account and Time Deposit Terms and any other documents forming our banking agreement.

Key words

The meaning of key words printed *like this* are explained either at the end of this document or our Customer Terms or our Current/Cheque/Savings Account and Time Deposit Terms, our Personal Loan / Personal Line of Credit Overdraft Terms and Credit Card Terms.

Inconsistency

If there is any inconsistency between the *product terms* and any of our banking agreements relating to any specific *product*, the specific *product terms* prevail.

Part A – General information

Depending on your needs, we offer personal loan as well as personal line of credit.

Personal line of credit is offered either as Personal Credit or Salary Advance or Preferred Line of Credit (see Part B for details).

Personal loan is offered either as Dash Advance, CashOne or ezyCash (see Part C for details) or Home Renovation Loan (see Part D for details).

Part B Personal Credit / Salary Advance / Preferred Line of Credit Product Terms

This Part contains:

- B1) Personal Line of Credit Funds Transfer Product Terms;
- B2) Personal Credit / Salary Advance / Preferred Line of Credit Debit Card Product Terms

Part B1 - Personal Line of Credit Funds Transfer Product Terms

1. How does personal line of credit funds transfer work

- 1.1 You may apply to transfer your unutilised *limit* on your Standard Chartered credit line *account* to any bank account save for the *excluded accounts* as set out subsequently in this clause 1.1 (such accounts to which funds can be received into are hereinafter referred to as *Personal Line of Credit Funds Transfer Designated Accounts*). This is called *personal line of credit funds transfer*. An *excluded account* means a *credit card*, personal credit, home renovation loan, personal loan, overdraft, any mortgage loan or any other account we may from time to time designate as an excluded account.
- 1.2 The minimum *personal line of credit funds transfer* amount is S\$1,000 and the maximum is 95% of the total available *limit* of the credit line *account* at the time of processing the application.
- 1.3 If the transfer is to a foreign currency account held with any financial institution, including us, the amount to be transferred must be indicated in Singapore Dollars. We will only transfer the approved amount in Singapore Dollars to the financial institution where the foreign currency account is kept.
- 1.4 Once your *personal line of credit funds transfer* application is approved, we will proceed to make payment to your *Personal Line of Credit Funds Transfer Designated Account*.
- 1.5 You cannot withdraw the application for *personal line of credit funds transfer* once payment has been effected.
- 1.6 We will advise you of our decision on the *personal line of credit funds transfer* application (i) (if your application is rejected) by way of a letter or (ii) (if your application is approved) by way of a letter or by reflecting the transaction on the statement. We may make payment prior to the letter or statement being received by you.
- 1.7 We reserve the right to decline the application or approve the application with a lower *personal line of credit funds transfer* amount than the amount applied for without any reason whatsoever, including where the transfer limit of 95% of the total available *limit* of the credit line *account* has been reached.

2. Promotional interest rate

- 2.1 We may offer a promotional interest rate on a *personal line of credit funds transfer* during a promotional period. This is called a *promotional transaction* for purposes of this clause 2. Each approved *personal line of credit funds transfer* amount debited to the personal line of credit *account* will be treated in the same way as a charge arising from a normal debit transaction and will be reflected in the statement.
- 2.2 We charge interest on the *personal line of credit funds transfer* balance in respect of any relevant *promotional transaction* at the promotional interest rate during the promotional period and then at the prevailing interest rates or any applicable interest rates when the promotional period comes to an end. Please refer to the section titled "Personal Credit / Salary Advance / Personal Line of Credit" in the *pricing guide*.
- 2.3 Promotional interest rates are only applicable to any *personal line of credit funds transfer* amount that has been approved. Any existing outstanding balances or subsequent withdrawals will be charged at the prevailing interest rates or any applicable interest rates. Please refer to the section titled "Personal Credit / Salary Advance / Personal Line of Credit" in the *pricing guide*.
- 2.4 We reserve the right to impose fees for the *personal line of credit funds transfer*. The fees chargeable will be calculated based on the *personal line of credit funds transfer* amount approved by us. We will deduct the fees chargeable from the *personal line of credit funds transfer* amount approved before we disburse it.
- 2.5 You have to make the minimum payment stated in the statement even if there is no interest chargeable.

3. [intentionally omitted]

4. [intentionally omitted]

5. [intentionally omitted]

6. [intentionally omitted]

7. [intentionally omitted]

8. [intentionally omitted]

Part B2 – Personal Credit / Salary Advance / Preferred Line of Credit Debit Card

9. Applicable Terms

Please read this Part of the terms together with our Customer Terms, in particular, Part B, Part D and Part E

Debit Card

Your Personal Credit or Salary Advance or Personal Line of Credit account comes with a *debit card*.

Annual fee

- There is no additional annual fee for your *debit card* as long as you have a Personal Credit or Salary Advance or Preferred Line of Credit *account* with us.
- Please see the section titled "Personal Credit / Salary Advance / Personal Line of Credit" in the *pricing guide* for the charges.

No additional limit on debit card

- The limit on your *debit card* will be the existing overdraft *limit* granted in your Personal Credit or Salary Advance or Preferred Line of Credit *account*.
- There is no additional limit granted to you on your *debit card*.

Cashback

- Cashback is only applicable to all transactions made using the Mastercard payment services network.
- It does not apply to NETS transactions. Cashback is calculated at the end of each calendar month and will be credited into your *account* on the first working day of the next calendar month.
- The amount of the cashback is calculated at a rate determined by us. The cashback will only be accrued and credited if your Personal Credit or Salary Advance or Preferred Line of Credit *account*, whichever applicable, is in good standing.
- There will be no cashback if either one of the *accounts* is suspended, closed or you are in breach of our banking agreement.
- We may at any time vary or modify the cashback feature, including terminating, withdrawing or substituting the cashback offer. We need not give you prior notice for this.

Activation of the debit card

- You may activate the *debit card* in accordance with any activation procedure notified to you from time to time.
- By activating the *debit card*, you acknowledge that you have read and understood our Customer Terms, our Personal Loan / Personal Line of Credit / Overdraft Terms, our Current/Cheque/Savings Account and Time Deposit Terms, this Personal Credit / Salary Advance / Preferred Line of Credit Product Terms and you agree to be bound by them. You acknowledge that you are bound by any variation we make to these documents, in accordance with our banking agreement.
- We reserve the right to:
 - (i) indicate a different method of activation for the *debit card* from time to time; and/or
 - (ii) cancel your *debit card* if you failed to activate the *debit card* in accordance to the method of activation or within the time frame we stipulate.

10. [intentionally omitted]

Part C CashOne / ezyCash Product Terms / Dash Advance

This Part contains 3 items:

- C1) CashOne Product Terms
- C2) ezyCash Product Terms (discontinued)
- C3) Dash Advance Personal Loan Product Terms (discontinued)

Part C1 - CashOne Product Terms

11. Applicable terms

You must read this CashOne Product Terms together with our:

- Customer Terms
- Personal Loan/ Personal Line of Credit/Overdraft Terms
- Current/Cheque/Savings Account and Time Deposit Terms
- Credit Card Terms

12. Credit limit

- 12.1 An overall credit limit, comprising all your personal loans, Personal Credit facilities and *credit cards* with us will be, subject to the maximum limit allowable under prevailing regulatory requirements and guidelines.

Maximum combined credit limit

- 12.2 If your annual income:-

- (a) ranges from S\$20,000 to S\$29,999, your maximum combined credit limit is up to 2 times your current monthly income; or
- (b) is above S\$30,000, your maximum combined credit limit is up to 4 times your current monthly income subject to a cap of S\$250,000.

Notwithstanding the above, we reserve the right to assign you any maximum combined credit limit as we deem appropriate. We reserve the right to decline or approve your CashOne *loan application*. If we approve your CashOne *loan application*, we may assign you a sub-credit limit that combines your *credit card credit limit* as we deem appropriate. This will be known as your CashOne credit limit. For clarity, this CashOne credit limit may be utilised towards your *credit card* and CashOne *loan* when approved.

Existing personal loan, personal credit facility or credit card

- 12.3 If you have an existing personal loan or Personal Credit facility with us, we may terminate your Personal Credit facility and convert your Personal Credit *account* to an *account* known as CashOne *account* or assign you a lower CashOne credit limit. We need not give any reason for doing so.
- 12.4 If you have an existing personal loan, Personal Credit facility or *credit card* with us, we may vary the combined credit limit of all your personal loan, Personal Credit facility or *credit card*, or any other unsecured credit facilities with us. We need not give any reason for doing so.

Existing credit card holder with S\$500 credit limit

- 12.5 If you have an existing *credit card* with S\$500 *credit limit* known as S\$500 *credit card* with us, the following will apply to you if your CashOne *loan application* is approved:
- (a) We shall terminate your S\$500 *credit card account* and issue to you a Platinum Visa Credit Card in accordance with clause 18.
 - (b) If there is a credit balance in your S\$500 *credit card account*, we may refund you the credit balance (if any) by either crediting it into any of your *accounts* maintained with us or send you a cashier's order. We reserve the right to decide any other method of refund as we deem appropriate.
 - (c) If the refund is credited into your S\$500 *credit card account*, the refunded amount will not be considered when calculating your CashOne credit limit.
 - (d) If there is a debit balance in your S\$500 *credit card account*, we will reflect the debit balance in the statement in the subsequent month. The debit balance is subject to late payment and finance charges as set out in the *pricing guide*.
 - (e) We reserve the right to consolidate or combine the debit balance in your S\$500 *credit card account* with any other *credit card account* you have with us or CashOne *account*. Please also refer to clause 23.6 of our Customer Terms.

13. How does CashOne work

- 13.1 CashOne is an instalment repayment facility which allows you to apply for loans known as CashOne *loan* for combined amounts of up to 98% of your CashOne credit limit. If we approve your CashOne *loan application*, we will open a CashOne *account* in

your name. The minimum amount for every CashOne *loan application* is S\$1,000. We reserve the right to decline your CashOne *loan application* or approve your *application* with a lower loan amount than the amount you have applied for, even if the amount you have applied for is within your CashOne credit limit. We need not give any reason for doing so.

- 13.2 Each CashOne *loan* can be repaid over tenors of between 12 to 60 months. We will notify you of the amount of each instalment and the instalment payment dates.
- 13.3 Your CashOne credit limit will be based on all approved loan amounts at any one time. Each approved CashOne *loan* will reduce your CashOne credit limit by the approved amount. Your CashOne credit limit will be restored by the amount of each principal repayment we receive.
- 13.4 We will notify you of the outcome of your CashOne *loan application* either by letter or by reflecting the transaction on the *account* statement or in any manner as we deem fit.
- 13.5 If your CashOne *loan application* is approved, we may (but are not obliged to) disburse the approved loan amount to you in any of the following methods:
- cashier's order;
 - cash;
 - payment to your *savings account* or *current/cheque account* with us; or
 - payment to the credit card, credit line, current or savings account with other banks as designated by you in your CashOne *loan application* form.

The disbursement may (but not necessarily) be made prior to the letter notifying you of the outcome of your CashOne *loan application* or *account* statement being received by you.

- 13.6 You must continue to make payments on any other *credit card*, line of credit, or any other accounts designated by you for the disbursement of the approved loan amount. You must ensure that payments to the above accounts must be received by us on the due date. We are not liable for any overdue amounts, interest or any other fees, costs, or expenses incurred.
- 13.7 If we approve your CashOne *loan application*, you must pay the approved CashOne *loan* amount by instalments (known as *instalment*) over such number of months (known as *instalment tenor*) in such amounts (known as *instalment amount*) as we may approve. We reserve the right to include, remove or vary the *instalment*, the *instalment tenor* or the *instalment amount* at any time without giving any reason.
- 13.8 Each *instalment* will be reflected in the account statement containing the statements for *credit card* and/or CashOne *account*.
- 13.9 We reserve the right to debit your CashOne *account* for any outstanding *instalment amount* or demand immediate payment of all sums outstanding regardless of whether the amount is reflected in the *credit card* or CashOne *account* statement or is due and payable as at the date of the demand.

14. Interest

- 14.1 Interest for the approved CashOne instalment loan amount is calculated from the date of disbursement of the approved CashOne *loan* amount until the date of expiry of the *instalment tenor*.
- 14.2 Interest is calculated on a front-end add-on method by multiplying the approved CashOne *loan* amount by the approved flat interest rate known as *nominal interest rate* for the full *instalment tenor*.
- 14.3 Your *nominal interest rate* and effective interest rate (EIR) will be indicated on your CashOne *loan* disbursement letter which will be sent to you by mail or any other method we deem fit.
- 14.4 We reserve the right to vary the interest rate (whether nominal, flat or effective or any other names called) or the basis of calculation of interest of any approved CashOne *loan* at any time during the *instalment tenor*. We need not give any reason for doing this.
- 14.5 The interest rate is not applicable to existing outstanding balances or any amount subsequently

incurred on the CashOne account that is not related to the approved CashOne loan or any other credit card accounts with us.

15. Default Interest

15.1 If we do not receive your instalment amount payment on or before the due date in full twice within any consecutive 6 months period, a default interest of 4% per annum (or any other rate as we may stipulate from time to time at our discretion) will be added to the original EIR on the entire outstanding balance on your CashOne account. For clarity, the interest of 4% per annum (or any other rate we may stipulate) plus the original EIR is known as revised EIR. The revised EIR will be effective starting from the next statement date immediately after the second payment due date being missed.

15.2 If we receive the instalment amount payment on or before the due date in full every month for 6 consecutive months, we will reinstate the revised EIR to the original EIR. The reinstatement (if any) will be effective from the next statement date after we receive your instalment amount payment for the sixth month.

15.3 We will vary your instalment amount and/or instalment tenor if we do not receive your instalment amount payment on the due date in full twice within any consecutive 6 months period under clause 15.1. We reserve the right to decide on the method of calculation for the default interest.

15.4 In addition, we will impose late payment and finance charges on the outstanding balance on your CashOne account from statement date (see clause 33).

16. Instalment amounts

16.1 Each instalment amount is calculated based on the sum of (a) the approved CashOne loan amount and (b) the applicable interest over the instalment tenor, divided by the number of months of the instalment tenor.

16.2 We reserve the right to determine the proportion of the instalment amount which relates to payment of the principal amount and the interest amount for each instalment amount. We may apportion interest as follows:

- by applying the reducing balance method to determine the amount of interest attributed to each instalment;
- by applying the "rule of 78" method; or
- by such other means and manner as we may deem appropriate.

17. Annual fee

17.1 Each CashOne instalment loan application is subject to a non-refundable annual fee of:-

- (a) S\$199 for the first year; and
- (b) S\$50 yearly from the second year onwards until expiry of the instalment tenor.

17.2 The annual fee for the first year will be deducted upfront from the approved CashOne loan amount.

17.3 From the second year onwards until either the expiry of the instalment tenor or the final instalment amount payment (whichever is the earlier), the annual fee will be charged to your CashOne account. We will waive the annual fee if we receive all instalment amount payments on or before the due dates in full for the preceding 12 consecutive calendar months.

17.4 We reserve the right to vary the annual fee by giving you notice in accordance with our usual practice. Please refer to clauses 38.18 and 7.3 of our Customer Terms.

18. Credit card

18.1 If your annual income is S\$30,000 and above, you will be issued a Platinum Visa credit card. The available CashOne credit limit for the Platinum Visa credit card will be provisionally reduced by the approved CashOne loan(s). If your CashOne credit limit is reached or exceeded, you will only be able to use your Platinum Visa credit card for retail transactions as and when you pay the instalment amount.

18.2 A 5-year annual fee waiver for the credit card applies only upon approval and disbursement of the CashOne instalment loan. Otherwise, the annual fee for the credit card will be charged to the credit card account.

19. Late payment and finance charges for CashOne

19.1 If we do not receive the minimum payment for your CashOne as indicated on your statement by the due date, a late payment charge of S\$80 will be charged to your CashOne account.

19.2 If we do not receive the instalment amount payment in full on or before the due date and a balance is carried forward from the relevant statement, finance charges will be calculated on a daily basis at the minimum EIR of 26.9% per annum (0.074% per day).

19.3 Please refer to the pricing guide for late payment and finance charges applicable to the Platinum Visa credit card.

19.4 We reserve the right to vary the late payment and finance charges, and the basis for calculating the late payment and finance charges applicable for the credit card at any time. We need not give any reason for doing so.

20. Conversion fee

You must pay a conversion fee of S\$50 (minimum) for each change to the instalment tenor or any repayment aspect of the CashOne loan.

21. Account statement

A CashOne account statement will be sent to you every month.

22. Rewards

Unless we agree otherwise, CashOne is not eligible for rewards, rebate, mileage program, or any other promotions.

23. Account closure or early settlement

23.1 You must notify us if you wish to close your CashOne account or fully repay any of the CashOne loans prior to the expiry of the respective instalment tenors. For clarity, partial redemption of the CashOne loan is not allowed.

23.2 The following terms and charges will apply if you close the CashOne account or fully repay the CashOne loan:

- (a) we will calculate and notify you of the outstanding balance and the payment due date for the entire outstanding balance; and
- (b) you must pay the entire outstanding balance together with an early redemption fee S\$250 or 3% of the outstanding principal, whichever is higher. With effect from 15 January 2019 (inclusive of this date), \$150 or 3% of the outstanding principal, whichever is higher.

23.3 If you fail to pay the entire outstanding balance on or before the due date stipulated by us in full, finance charges at the prevailing interest rates will be charged from the due date until the date such sums due (including finance charges) are paid in full.

23.4 The entire outstanding balance includes the total sum you owe us in respect of CashOne loan according to our records. This includes any fees, charges, goods and services tax, interest, costs, and expenses.

24. Other terms

24.1 This CashOne Product Terms are to be read together with our Customer Terms, our Current/Cheque/Savings Account and Time Deposit Terms, our Personal Loan/ Personal Line of Credit/ Overdraft Terms, and our Credit Card Terms (collectively Other Terms).

24.2 If there is any inconsistency between the Other Terms and these CashOne Product Terms, these CashOne Product Terms prevail over such inconsistency.

24.3 Words printed "like this" if not explained here, are explained else where in the Other Terms.

Part C2 - ezyCash Product Terms (discontinued)

25. Applicable terms

You must read this ezyCash Product Terms together with our:

- Customer Terms
- Current/Cheque/Savings Account and Time Deposit Terms
- Personal Loan / Personal line of Credit / Overdraft Terms
- Credit Card Terms

26. Disclosure

In addition to the terms below, clause 27 (Information we collect, use and disclose) of our Customer Terms shall also apply.

You consent to each member of the *Standard Chartered Group*, its officers, employees, agents and advisers disclosing information relating to you contained in your ezyCash loan application (excluding income related information) to Singapore Post Limited (*SingPost*) in order for us to provide you with the card privileges and benefits provided by *SingPost* in connection with the card, and for *SingPost* to provide you with information on its product and services.

27. Credit limit

- 27.1 An overall credit limit, comprising all your personal loans, Personal Credit facilities and credit cards with us, will be subject to the maximum limit allowable under prevailing regulatory requirements and guidelines.

Maximum combined credit limit

- 27.2 If your annual income:-

- (a) ranges from S\$20,000 to S\$29,999, your maximum combined credit limit is up to 2 times your current monthly income; or
- (b) is above S\$30,000, your maximum combined credit limit is up to 4 times your current monthly income subject to a cap of S\$250,000.

Notwithstanding the above, we reserve the right to assign you any maximum combined credit limit as we deem appropriate. We reserve the right to decline or approve your ezyCash loan application. If we approve your ezyCash loan application, we may assign you a sub-credit limit that combines your credit card credit limit as we deem appropriate. This will be known as your ezyCash credit limit. For clarity, this ezyCash credit limit may be utilised towards your credit card and ezyCash loan when approved.

Existing personal loan, personal credit facility or credit card

- 27.3 If you have an existing personal loan or Personal Credit facility with us, we may terminate your Personal Credit facility and convert your Personal Credit account to an account known as ezyCash account or assign you a lower ezyCash credit limit. We need not give any reason for doing so.

- 27.4 If you have an existing personal loan, Personal Credit facility or credit card with us, we may vary the combined existing personal credit limit of all your personal loan, Personal Credit facility or credit card, or any other unsecured credit facilities with us. We need not give any reason for doing so.

Existing credit card with S\$500 credit limit

- 27.5 If you have an existing credit card with S\$500 credit limit known as S\$500 credit card with us, the following will apply to you if your ezyCash loan application is approved:

- (a) We shall terminate your S\$500 credit card account and issue to you a Platinum Visa Credit Card in accordance with clause 18.
- (b) If there is a credit balance in your S\$500 credit card account, we may refund you the credit balance (if any), by either crediting it into any of your accounts maintained with us or send you a cashier's order. We reserve the right to decide any other method of refund as we deem appropriate.
- (c) If the refund is credited into your S\$500 credit card account, the refunded amount will not be considered when calculating your ezyCash credit limit.
- (d) If there is a debit balance in your S\$500 credit card account, we will reflect the debit balance

in the statement in the subsequent month. The debit balance is subject to late payment and finance charges as set out in the pricing guide.

- (e) We reserve the right to consolidate or combine the debit balance in your S\$500 credit card account with any other credit card accounts you have with us or ezyCash account. Please also refer to clause 23.6 of our Customer Terms.

28. How does ezyCash work

- 28.1 ezyCash is an instalment repayment facility which allows you to apply for loans known as ezyCash loan for combined amounts of up to 98% of your ezyCash credit limit. If we approve your ezyCash loan application, we will open an ezyCash account in your name. The minimum amount for every ezyCash loan application is S\$1,000. We reserve the right to decline your ezyCash loan application or approve your application with a lower loan amount than the amount you have applied for, even if the amount you have applied for is within your ezyCash credit limit. We need not give any reason for doing so.

- 28.2 Each ezyCash loan can be repaid over tenors of between 12 to 60 months. We will notify you of the amount of each instalment and the instalment payment dates.

- 28.3 Your ezyCash credit limit will be based on all approved loan amounts at any one time. Each approved ezyCash loan will reduce your ezyCash credit limit by the approved loan amount. Your ezyCash credit limit will be restored by the amount of each principal repayment we receive.

- 28.4 We will notify you of the outcome of your ezyCash loan application either by letter or by reflecting the transaction on the account statement or in any manner as we deem fit.

- 28.5 If your ezyCash loan application is approved, we may (but are not obliged to) disburse the approved loan amount to you in any of the following methods:

- cashier's order;
- cash;
- payment to your savings account or current/cheque account with us; or
- payment to the credit card, credit line, current or savings account with other banks as designated by you in your ezyCash application form.

The disbursement may (but not necessarily) be made prior to the letter notifying you of the outcome of your ezyCash loan application or account statement being received by you.

- 28.6 You must continue to make payments on any other credit card, Personal Credit, or any other accounts designated by you for the disbursement of the approved loan amount. You must ensure that payments to the above accounts must be received by us on the due date. We are not liable for any overdue amounts, interest or any other fees, costs, or expenses incurred.

- 28.7 If we approve your ezyCash loan application, you must pay the approved ezyCash loan amount by instalments over the instalment tenor in the instalment amount as we may approve. We reserve the right to include, remove or vary the instalment, the instalment tenor or the instalment amount at any time without giving any reason.

- 28.8 Each instalment will be reflected in the account statement showing the statements for credit card and/or ezyCash account.

- 28.9 We reserve the right to debit your ezyCash account for any outstanding amount or demand immediate payment of all sums outstanding regardless of whether the amount is reflected in the credit card or ezyCash account statement or is due and payable as at the date of the demand.

29. Interest

- 29.1 Interest for the approved ezyCash loan amount is calculated from the date of disbursement of the approved ezyCash loan amount until the date of expiry of the instalment tenor.

- 29.2 Interest is calculated on a front-end add-on method by multiplying the approved ezyCash loan amount by the approved flat interest rate known as nominal interest rate for the full instalment tenor.

- 29.3 Your *nominal interest rate* and effective interest rate (*EIR*) will be indicated on your ezyCash loan disbursement letter which will be sent to you by mail or any other method we deem fit.
- 29.4 We reserve the right to vary the interest rate (whether nominal, flat or effective or any other names called) or the basis of calculation of interest of any approved ezyCash loan at any time during the *instalment tenor*. We need not give any reason for doing this.
- 29.5 The interest rate is not applicable to existing outstanding balances or any amount subsequently incurred on the ezyCash *account* that is not related to the approved ezyCash loan or any other *credit card accounts* with us.

30. Default Interest

- 30.1 If we do not receive your *instalment amount* payment on or before the due date in full twice within any consecutive 6 months period, a default interest of 4% per annum (or any other rate as we may stipulate from time to time at our discretion) will be added to the original *EIR* on the entire outstanding balance on your ezyCash *account*. For clarity, the interest of 4% per annum (or any other rate we may stipulate) plus the original *EIR* is known as *revised EIR*. The *revised EIR* will be effective starting from the next statement date immediately after the second payment due date being missed.
- 30.2 If we receive the *instalment amount* payment on or before the due date in full every month for 6 consecutive months, we will reinstate the *revised EIR* to the original *EIR*. The reinstatement (if any) will be effective from the next statement date after we receive your *instalment amount* payment for the sixth month.
- 30.3 We will vary your *instalment amount* and/or *instalment tenor* if we do not receive your *instalment amount* payment on the due date in full twice within any consecutive 6 months period under clause 30.1. We reserve the right to decide on the method of calculation for the default interest.
- 30.4 In addition, we will impose late payment and finance charges on the outstanding balance on your ezyCash *account* from statement date (see clause 48).

31. Instalment amounts

- 31.1 Each *instalment amount* is calculated based on the sum of (a) the approved ezyCash loan amount and (b) the applicable interest over the *instalment tenor*, divided by the number of months of the *instalment tenor*.
- 31.2 We reserve the right to determine the proportion of the *instalment amount* which relates to payment of the principal amount and the interest amount for each *instalment amount*. We may apportion interest as follows:
- by applying the reducing balance method to determine the amount of interest attributed to each *instalment*;
 - by applying the "rule of 78" method; or
 - by such other means and manner as we may deem appropriate.

32. Annual fee

- 32.1 Each ezyCash *instalment loan* application is subject to a non-refundable annual fee of:-
- (a) S\$199 for the first year; and
 - (b) S\$50 yearly from the second year onwards until expiry of the *instalment tenor*.
- 32.2 The annual fee for the first year will be deducted upfront from the approved ezyCash loan amount.
- 32.3 From the second year onwards until either the expiry of the *instalment tenor* or the final *instalment amount* payment (whichever is the earlier), the annual fee will be charged to your ezyCash *account*. We will waive the annual fee if we receive all *instalment amount* payments on or before the due dates in full for the preceding 12 consecutive calendar months.
- 32.4 We reserve the right to vary the annual fee by giving you notice in accordance with our usual practice. Please refer to clauses 38.18 and 7.3 of our Customer Terms.

33. Credit card

- 33.1 If your annual income is S\$30,000 and above, you will be issued a *Spree Platinum Visa credit card*. The available ezyCash credit limit for the *Spree Platinum Visa credit card* will be provisionally reduced by the approved ezyCash *loan(s)*. If your ezyCash credit limit is reached or exceeded, you will only be able to use your *Spree Platinum Visa credit card* for retail transactions as and when you pay the *instalment amount*.
- 33.2 A 5-year annual fee waiver for the *credit card* applies only upon *approval* and disbursement of the ezyCash loan. Otherwise, the annual fee for the *credit card* will be charged to the *credit card account*.

34. Late payment and finance charges for ezyCash

- 34.1 If we do not receive the minimum payment for your ezyCash as indicated on your statement by the due date, a late payment charge of S\$80 will be charged to your ezyCash account.
- 34.2 If we do not receive the *instalment amount* payment in full on or before the due date and a balance is carried forward from the relevant statement, finance charges will be calculated on a daily basis at the minimum *EIR* of 26.9% per annum (0.074% per day).
- 34.3 Please refer to the *pricing guide* for late payment and finance charges applicable to the *Spree Platinum Visa credit card*.
- 34.4 We reserve the right to vary the late payment and finance charges, and the basis for calculating the late payment and finance charges applicable for the *credit card* at any time. We need not give any reason for doing so.

35. Conversion fee

You must pay a conversion fee of S\$50 (minimum) for each change to the *instalment tenor* or any repayment aspect of the ezyCash loan.

36. Account statement

A ezyCash *account* statement will be sent to you every month.

37. Rewards

Unless we agree otherwise, ezyCash is not eligible for rewards, rebate, mileage program, or any other promotions.

38. Account closure or early settlement

- 38.1 You must notify us if you wish to close your ezyCash *account* or fully repay any of the ezyCash loans prior to the expiry of the respective *instalment tenors*. For clarity, partial redemption of the ezyCash loan is not allowed.
- 38.2 The following terms and charges will apply if you close the ezyCash *account* or fully repay the ezyCash loan:
- (a) we will calculate and notify you of the outstanding balance and the payment due date for the entire outstanding balance; and
 - (b) you must pay the entire outstanding balance together with an administration fee of 5% on outstanding principal or S\$250, whichever is higher, or such other amount as we may from time to time prescribe. With effect from 15 January 2019 (inclusive of this date), \$150 or 3% of the outstanding principal, whichever is higher.
- 38.3 If you fail to pay the entire outstanding balance on or before the due date stipulated by us in full, finance charges at the prevailing interest rates will be charged from the due date until the date such sums due (including finance charges) are paid in full.
- 38.4 The entire outstanding balance includes the total sum you owe us in respect of ezyCash loan according to our records. This includes any fees, charges, goods and services tax, interest, costs, and expenses.

39. Other terms

- 39.1 This ezyCash Product Terms are to be read together with our Customer Terms, our Current/ Cheque/ Savings Account and Time Deposit Terms, our Personal Loan/ Personal Line of Credit/ Overdraft

Part C3 - Dash Advance Personal Loan Product Terms (discontinued)

Terms, and our Credit Card Terms (collectively *Other Terms*).

- 39.2 If there is any inconsistency between the *Other Terms* and these ezyCash Product Terms, these ezyCash Product Terms prevail over such inconsistency.
- 39.3 Words printed "*like this*" if not explained here, are explained else where in the *Other Terms*.

40. Applicable terms

You must read this Dash Advance Personal Loan Product Terms together with our:

- Customer Terms
- Personal Loan/Personal Line of Credit/Overdraft Terms
- Current/Cheque/Savings Account and Time Deposit Terms

41. Credit limit

- 41.1 An overall credit limit, comprising all your personal loans, Personal Credit facilities and *credit cards* with us, will be subject to the maximum limit allowable under prevailing regulatory requirements and guidelines.

Maximum combined credit limit

- 41.2 If your annual income:-
- (a) ranges from S\$20,000 to S\$29,999, your maximum combined credit limit is up to 2 times your current monthly income; or
 - (b) is above S\$30,000, your maximum combined credit limit is up to 4 times your current monthly income subject to a cap of S\$250,000.
- Notwithstanding the above, we reserve the right to assign you any maximum combined credit limit as we deem appropriate. We reserve the right to decline or approve your Dash Advance Personal Loan *application*.

Existing personal loan, personal credit facility or credit card

- 41.3 If you have an existing personal loan or Personal Credit facility with us, we may terminate your Personal Credit facility and convert your Personal Credit *account* to an *account* known as Dash Advance Personal Loan *account* or assign you a lower *credit limit* for your Dash Advance Personal Loan. We need not give any reason for doing so.
- 41.4 If you have an existing personal loan, Personal Credit facility or *credit card* with us, we may vary the combined credit limit of all your personal loan, Personal Credit facility or *credit card*, or any other unsecured credit facilities with us. We need not give any reason for doing so.

Existing credit card holder with S\$500 credit limit

- 41.5 If you have an existing *credit card* with S\$500 *credit limit* known as S\$500 *credit card* with us, the following will apply to you if your Dash Advance Personal Loan *application* is approved:
- (a) We shall terminate your S\$500 *credit card account* and issue to you a Platinum Visa Credit Card in accordance with clause 18.
 - (b) If there is a credit balance in your S\$500 *credit card account*, we may refund you the credit balance (if any) by either crediting it into any of your *accounts* maintained with us or send you a cashier's order. We reserve the right to decide any other method of refund as we deem appropriate.
 - (c) Any credit balances into your S\$500 *credit card account* will not be considered when calculating your available credit limit.
 - (d) If there is a debit balance in your S\$500 *credit card account*, we will reflect the debit balance in the statement in the subsequent month. The debit balance is subject to late payment and finance charges as set out in the *pricing guide*.
 - (e) We reserve the right to consolidate or combine the debit balance in your S\$500 *credit card account* with any other *credit card account* you have with us or Dash Advance Personal Loan *account*. Please also refer to clause 23.6 of our Customer Terms.

42. How does Dash Advance Personal Loan work

- 42.1 Dash Advance Personal Loan is an instalment repayment facility which allows you to apply for loans known as Dash Advance Personal Loan for combined amounts of up to 98% of your available credit limit. If we approve your Dash Advance Personal Loan *application*, we will open a Dash Advance Personal Loan *account* in your name. The minimum amount for every Dash Advance Personal Loan *application* is S\$1,000. We reserve the right to decline your Dash Advance Personal Loan *application* or approve your application with a lower loan amount than the amount

you have applied for, even if the amount you have applied for is within your available credit limit. We need not give any reason for doing so.

- 42.2 You can apply for your Dash Advance Personal Loan to be repaid over tenors of between 12 to 60 months. We will notify you of the amount of each instalment and the instalment payment dates after your *application* is approved.
- 42.3 Each approved Dash Advance Personal Loan will reduce your available credit limit by the approved amount. Your available credit limit will be restored by the amount of each principal repayment we receive.
- 42.4 We will notify you of the outcome of your Dash Advance Personal Loan *application* either by letter or by reflecting the transaction on the *account* statement or in any manner as we deem fit.
- 42.5 If your Dash Advance Personal Loan *application* is approved, we may (but are not obliged to) disburse the approved loan amount to you in any of the following methods:
- payment to your *savings account* or *current/cheque account* with us; or
 - payment to the credit card, credit line, current or savings account with other banks as designated by you in your Dash Advance Personal Loan *application* form.

The disbursement may (but not necessarily) be made prior to the letter notifying you of the outcome of your Dash Advance Personal Loan *application* or *account* statement being received by you.

- 42.6 If you have designated any *credit card*, line of credit, or any other accounts for the disbursement of the approved loan amount, you must continue to make payments to the above accounts and we are not liable for any overdue amounts, interest or any other fees, costs, or expenses incurred.
- 42.7 If we approve your Dash Advance Personal Loan *application*, you must repay the approved Dash Advance Personal Loan amount by *instalments* over the *instalment tenor* in the *instalment amount* as we may approve. We reserve the right to include, remove or vary the *instalment*, the *instalment tenor* or the *instalment amount* at any time without giving any reason.
- 42.8 We reserve the right to debit your Dash Advance Personal Loan *account* for any outstanding *instalment amount* or demand immediate payment of all sums outstanding regardless of whether the amount is reflected in the *credit card* or Dash Advance Personal Loan *account* statement or is due and payable as at the date of the demand.

43. Interest

- 43.1 Interest for the approved Dash Advance Personal Loan amount is calculated from the date of disbursement of the approved Dash Advance Personal Loan amount until the date of expiry of the *instalment tenor*.
- 43.2 The applied interest rate indicated for your Dash Advance Personal Loan is calculated on the assumption that the loan principal is constant throughout the *instalment tenor* and is used as a reference to calculate the total interest on your Dash Advance Personal Loan for the full *instalment tenor*. The total interest on your Dash Advance Personal Loan for the full *instalment tenor* can be computed by multiplying the approved Dash Advance Personal Loan amount by the applied interest rate for the full *instalment tenor*. The effective interest rate (*EIR*) indicated for your Dash Advance Personal Loan reflects the true cost of borrowing and takes into account the reducing balance method of interest calculation.
- 43.3 Your applied interest rate and *EIR* will be indicated on your Dash Advance Personal Loan disbursement letter which will be sent to you by mail or any other method we deem fit.
- 43.4 We reserve the right to vary the interest rate (whether applied or effective or any other names called) or the basis of calculation of interest of any approved Dash Advance Personal Loan at any time during the *instalment tenor*. We need not give any reason for doing this.
- 43.5 The interest rate is not applicable to existing

outstanding balances or any amount subsequently incurred on the Dash Advance Personal Loan *account* that is not related to the approved Dash Advance Personal Loan or any other *credit card accounts* with us.

44. Default Interest

- 44.1 If we do not receive your *instalment amount* payment in full on or before the due date twice for any 6 consecutive monthly *account* statements, a default interest of 4% per annum (or any other rate as we may stipulate from time to time at our discretion) will be added to the original *EIR* on the entire outstanding balance on your Dash Advance Personal Loan *account*.
- For clarity, the interest of 4% per annum (or any other rate we may stipulate) plus the original *EIR* is known as *revised EIR*. The *revised EIR* will be effective starting from the next statement date immediately after the second payment due date being missed.
- 44.2 If we receive the *instalment amount* payment in full on or before the due date every month for 6 consecutive monthly *account* statements, we will reinstate the *revised EIR* to the original *EIR*. The reinstatement (if any) will be effective from the next statement date after we receive your *instalment amount* payment for the sixth month.
- 44.3 Your *instalment amount* will remain unchanged but your *instalment tenor* will automatically be extended as a result of the *revised EIR* if we do not receive your *instalment amount* payment in full on the due date twice for any 6 consecutive monthly *account* statements under clause 44.1. We reserve the right to decide on the method of calculation for the default interest.
- 44.4 In addition, we will impose late payment and finance charges on the outstanding balance on your Dash Advance Personal Loan *account* from the statement date of the relevant statement (see clause 18).

45. Instalment amounts

- 45.1 Each *instalment amount* is calculated based on the sum of (a) the approved Dash Advance Personal Loan amount and (b) the applicable interest over the *instalment tenor*, divided by the number of months of the *instalment tenor*. The *instalment amount* is constant throughout the *instalment tenor*, and comprises a principal repayment component and an interest repayment component which is set out in the *account* statement. The proportion of the principal repayment component and interest repayment component of the *instalment amount* varies over the *instalment tenor*. The interest repayment component of the *instalment amount* is higher in the beginning of the *instalment tenor* than towards the end of the *instalment tenor*.
- 45.2 We reserve the right to determine the proportion of the *instalment amount* which relates to payment of the principal amount and the interest amount for each *instalment amount*. We may apportion interest as follows:
- by applying the reducing balance method to determine the amount of interest attributed to each *instalment*;
 - by applying the "rule of 78" method; or
 - by such other means and manner as we may deem appropriate.

46. Annual fee

- 46.1 Each Dash Advance Personal Loan *application* is subject to a non-refundable annual fee of:-
- (a) S\$199 for the first year; and
- (b) S\$50 yearly from the second year onwards until expiry of the *instalment tenor*.
- 46.2 The annual fee for the first year will be deducted upfront from the approved Dash Advance Personal Loan amount.
- 46.3 From the second year onwards until either the expiry of the *instalment tenor* or the final *instalment amount* payment (whichever is the earlier), the annual fee will be charged to your Dash Advance Personal Loan *account*. We will waive the annual fee if we receive all *instalment amount* payments on

or before the due dates in full for the preceding 12 consecutive calendar months.

- 46.4 We reserve the right to vary the annual fee by giving you notice in accordance with our usual practice. Please refer to clauses 38.18 and 7.3 of our Customer Terms.

47. Late payment and finance charges for Dash Advance Personal Loan

- 47.1 If we do not receive the minimum payment for your Credit Card Instalment Loan as indicated on your statement by the due date, a late payment charge of S\$80 will be charged to your Dash Advance Personal Loan account.
- 47.2 If we do not receive the instalment amount payment in full on or before the due date and a balance is carried forward from the relevant statement, finance charges will be calculated on a daily basis at the minimum EIR of 26.9% per annum (0.074% per day).
- 47.3 We reserve the right to vary the late payment and finance charges at any time. We need not give any reason for doing so.

48. Conversion fee

You must pay a conversion fee of S\$50 for each change to the *instalment tenor* or any repayment aspect of the Dash Advance Personal Loan after the approval of the loan.

49. Account statement

A Dash Advance Personal Loan *account* statement will be sent to you every month.

50. Rewards

Unless we agree otherwise, Dash Advance Personal Loan is not eligible for rewards, rebate, mileage program, or any other promotions.

51. Account closure or early settlement

- 51.1 You must notify us in advance if you wish to close your Dash Advance Personal Loan *account* or fully repay any Dash Advance Personal Loan prior to the expiry of the *instalment tenor*. For clarity, partial redemption of the Dash Advance Personal Loan is not allowed.
- 51.2 The following terms and charges will apply if you close the Dash Advance Personal Loan *account* or fully repay the Dash Advance Personal Loan prior to the expiry of the *instalment tenor*:
- (a) we will calculate and notify you of the outstanding balance and the payment due date for the entire outstanding balance; and
 - (b) you must pay the entire outstanding balance together with an early redemption fee of S\$250 or 3% of the outstanding principal, whichever is higher. With effect from 15 January 2019 (inclusive of this date), \$150 or 3% of the outstanding principal, whichever is higher.
- 51.3 If you fail to pay the entire outstanding balance on or before the due date stipulated by us in full, finance charges at the prevailing interest rates will be charged from the due date until the date such sums due (including finance charges) are paid in full.
- 51.4 The entire outstanding balance includes the total sum you owe us in respect of Dash Advance Personal Loan according to our records. This includes any fees, charges, goods and services tax, interest, costs, and expenses.

52. Consent to disclosure and use of your information

You consent to us disclosing to *SingTel* the opening and closure of your Dash Advance Personal Loan *account* for the purposes of:

- (a) our collaboration arrangements (including fees and other arrangements) with *SingTel* in relation to the product; and
- (b) *SingTel's* determination of your eligibility for any rewards programme that it may offer from time to time.

53. Other terms

- 53.1 This Dash Advance Personal Loan Product Terms are to be read together with our Customer Terms, our Current/Cheque/Savings Account and Time Deposit Terms, our Personal Loan/Personal Line of Credit/Overdraft Terms (collectively *Other Terms*).
- 53.2 If there is any inconsistency between the *Other Terms* and these Dash Advance Personal Loan Product Terms, these Dash Advance Personal Loan Product Terms prevail over such inconsistency.
- 53.3 Words printed "*like this*" if not explained here, are explained else where in the *Other Terms*.

Part D – Home Renovation Loan Product Terms (discontinued)

54. Criteria

- 54.1 We may lend to you up to 6 times your monthly income (up to maximum of S\$30,000). We may lend you any amount lower than you have applied for without giving you a reason.
- 54.2 To qualify for this loan, you must be either a Singapore citizen or permanent resident and aged between 21 to 60 years old. If you have a joint applicant, the main applicant must have a minimum annual income of S\$30,000. The joint applicant is not required to meet the S\$30,000 minimum annual income criteria. Joint applicant is only limited to spouse or immediate family members but need not reside at the same address.

55. Tenor

- 55.1 The maximum tenor you may apply for the loan is 5 years. The interest rate depends on your loan tenor. We reserve the right to change the loan tenor and the applicable interest rate.
- 55.2 Your approved flat interest rate and effective interest rate is indicated on your Home Renovation Loan facility letter which will be provided to you through mail or any other method we deem fit.
- 55.3 We reserve the right to vary the flat interest rate or the basis of calculation of interest of any approved loan at any time during the instalment tenor. We need not give you any reason for this.

56. Insurance

- 56.1 You must insure your loan up to minimum sum of S\$150,000 in the event of death or total disability with an insurer of our choice. We charge insurance fee based on the total loan approved. We will deduct the insurance fee from the loan disbursed. We reserve the right to change the amount of insurance coverage any time.

57. Fees and charges

- 57.1 We reserve the right to charge you fees or impose additional fees or change the rate of the fees in connection with the loan any time.
- 57.2 Our fees are as follows:

Insurance fee

1% of the loan quantum on every successful applicant.

Prepayment fee

1.5% on the amount prepaid if the loan is prepaid within 12 months from the date of first disbursement

Default penalty fee

S\$60 + interest at time + 5% on any outstanding arrears

Change of tenor

S\$50

Cashier's order issuance charge

First 3 cashier's order fees are waived. Every subsequent charge is S\$10 each for every cashier order.

Cancellation fee

No penalty if cancellation is made within 14 days from the date of the disbursement letter provided the loan has not been utilized.

58. Proof of ownership

- 58.1 You must furnish proof of your ownership of the property by providing us either copy of the items listed below.
- 58.2 For *HDB* properties, please submit one of the following:
- *CPF* statement printed within 1 month from the *CPF* website or *PAL* machine;
 - current month's or previous month *HDB* loan statement;
 - *HDB* loan approval letter, dated within 2 months from loan *application* if the first mortgage statement has not been issued;
 - title deeds;
 - latest property tax notice from *IRAS*. If the *NRIC* is not shown, the mailing address or the address of the property should match that on the *NRIC* of the owner; or

- *HDB* confirmation letter (received after 2nd appointment) dated within 3 years;
- *HDB* sales order, dated within 3 years;
- letter from the solicitors acting for the purchase of the property dated within 3 years; or
- flat details from "My *HDB* page" website

- 58.3 For non-*HDB* properties, please submit one of the following:

- *CPF* statement printed within 1 month from the *CPF* website or *PAL* machine;
- current month's or previous month's mortgage statement;
- mortgage approval letter, dated within 2 months from loan *application* if the first mortgage statement has not been issued;
- latest property tax notice from *IRAS*. If the *NRIC* is not shown, the mailing address or the address of the property should match that on the *NRIC* of the owner;
- title deed;
- sale and purchase agreement dated within 3 years;
- letter from the solicitors acting for the purchase of the property dated within 3 years; or
- letter of confirmation from the developer of the property within 3 years.

59. Disbursement and repayment

- 59.1 Unless we agree otherwise, the loan will be disbursed within 1 month from the date of the facility letter. The loan will be disbursed directly to the contractors specified by you against production of contractors invoices.
- 59.2 Once your loan is approved, a repayment account will be opened. We will debit your repayment account for the instalment amount on the instalment due date. Your first instalment is due 1 month after the loan is disbursed.

60. Existing or new residential properties

- 60.1 For existing residential properties:-
- we reserve the right to disburse the loan in stages regardless of your loan request stated in the application form.
 - the first disbursement of the loan will not be more than 30% of the total loan approved. We will conduct site inspection and will only disburse the remaining loan upon our satisfaction of the site inspection. Our decision on the site inspection is final.
 - Interest will be calculated on the total approved loan upon first disbursement even if only part of the approved loan has been disbursed.
- 60.2 For new residential properties, the total approved loan will be disbursed in full to the contractor in accordance to your loan request in the application form.

61. Your responsibilities

- 61.1 You must furnish us official receipt from the contractors as evidence of their receipt of the loan within 2 months from the date of disbursement.
- 61.2 It is your sole responsibility to ensure that the renovation works are:
- carried out promptly in accordance to the invoices; and
 - completed within 4 months from the first disbursement of the loan.

62. Default

- 62.1 It is a default if:
- you failed to notify us immediately of the renovation work is delayed or cancelled;
 - the renovation works are not carried out in accordance to the invoice; or
 - you are in breach of our banking agreement as stipulated in Part H (Termination, suspension and enforcement) of the Customer Terms.
- 62.2 In addition, we reserve the right to withhold further disbursement or terminate the loan if there is a default.

Part E1 - Part A of the Terms and Conditions Governing Debt Consolidation Facility

63. Cancellation

If the costs of the renovation works are lesser than the loan, we will cancel the amount in excess.

You must repay us immediately if the excess is inadvertently disbursed.

64. Meaning of words

CPF means Central Provident Fund

debit card means Personal Credit or Salary Advance or Preferred Line of Credit Debit Card

HDB means Housing & Development Board

IRAS means Inland Revenue Authority of Singapore

oral instructions means instruction given by or over telephone, mobile telephone, telex, facsimile transmission, telegraph, cable, computer, email or any other electronic equipments, SMS from mobile telephone

65. Interpretation

65.1 Unless the context requires otherwise, the following expressions in these Terms and Conditions shall have the following respective meanings:-

"Agreement" means the agreement formed between you and us for Debt Consolidation under these terms and conditions, the terms and conditions in the Debt Consolidation Plan Application form and the Approval Letter. If there is a conflict, the terms in the Approval Letter shall prevail over the terms in the Debt Consolidation Plan Application form, which in turn shall prevail over these Terms and Conditions.

"Annual Income" means your total income for a particular year based on and/or as may reasonably be determined by us from the Income Documents you have submitted for that year.

"Approval Letter" means the letter from us approving your DCP Application, including any amended and additional terms.

"Debt Consolidation Plan Application" or "DCP Application" means your application for Debt Consolidation.

"Debt Consolidation" means the consolidation of debt in the manner as set out in clause 2.65.

"Debt Consolidation Date" means the date of commencement of the Debt Consolidation as stated in the Approval Letter or such other date as we may notify you.

"Debt Consolidation Facility" means the facility as set out in clause 3.

"Debt Consolidation Loan Account" has the meaning given to it in clause 2.2.

"Debt Consolidation Registry" or "DC Registry" means the registry maintained by the Association of Banks in Singapore for the maintenance of information relating to debt consolidation.

"Designated Accounts" means any and all unsecured credit facilities (including without limitation unsecured card or non-card credit facility) that you have with the Participating FIs and excludes joint accounts, any renovation loan, education loan, credit facility granted for businesses or business purposes and such other credit facility that is excluded under the MAS regulations relating to unsecured credit facilities to individuals.

"Event of Default" means any one of the events or circumstances specified in clause 6.65.

"Income Documents" means the documents evidencing your income as set out in the DCP Application.

"Loan Amount" means the amount of monies to be disbursed to you under clause 2.1 as stated in the Approval Letter.

"MAS" means Monetary Authority of Singapore, its successors and/or assignees.

"Monthly Income" means one-twelfth of the Annual Income.

"Participating FIs" means American Express International, Inc., Australia and New Zealand Banking Group Limited, Bank of China Limited Singapore, CIMB Bank Berhad, Citibank Singapore Limited, DBS Bank Ltd, Diners Club Singapore Pte Ltd, HSBC Bank (Singapore) Limited, Industrial and Commercial Bank of China Limited, Malayan Banking Berhad, Oversea-Chinese Banking Corporation Limited, RHB Bank Berhad, Standard Chartered Bank (Singapore) Limited, United Overseas Bank Limited and such other financial institution(s) which may be added and/or substituted from time to time and their successors and/or assignees.

"PDPA" means Personal Data Protection Act 2012.

"Personal Data" means data, whether true or not, about you or any individual (as the case may be) who can be identified from such data or from such data and other information to which we have or are likely to have access, including but not limited to information relating to your application for Debt Consolidation.

"Receiving Banks" means the Participating FIs that you have Designated Accounts with.

"Revolving Credit Facility" has the meaning given to it in clause 2.2.

"Terms and Conditions" means all the terms and conditions set out herein.

"Unsecured Credit Facility" means any unsecured credit facility whether unsecured card or non-card credit facility including joint accounts but excludes any renovation loan, education loan, credit facility granted for businesses or business purposes and such other credit facility excluded under the MAS regulations relating to unsecured credit facilities to individuals.

- 65.2 Unless the context requires otherwise, words denoting the singular number only shall include the plural and vice versa.
- 65.3 References to statutes or statutory provisions shall be read and deemed as references to those statutes or provisions as respectively supplemented, amended or re-enacted or as their application is modified from time to time by other provisions.
- 65.4 References to any agreement or document shall include such agreement and "us", "our" and "we" mean the relevant Participating FI to which such DCP Application has been made.
- 65.5 References to "you" means the individual making the DCP Application and "us", "our" and "we" mean the relevant Participating FI to which such DCP Application has been made.

66. Debt Consolidation

- 66.1 We shall advance the Loan Amount to you in such manner that we may so decide for settlement of the total or part of the outstanding on the Designated Accounts in accordance with the terms of the Agreement (the **"Debt Consolidation"**). The Debt Consolidation shall take effect on the Debt Consolidation Date.
- 66.2 To do so, we shall have discretion and authority to do any of the following as we deem fit, without notice to you:-
- (a) verify any information provided by you through any means including by contacting relevant third parties and obtain such further information about you from such sources as we deem appropriate;
 - (b) set up a new account for disbursement of the Loan Amount (the **"Debt Consolidation Loan Account"**);
 - (c) set up an accompanying revolving credit facility which is bundled with the Debt Consolidation Loan Account (the **"Revolving Credit Facility"**);
 - (d) directly disburse the Loan Amount in whole or in part to the Designated Accounts and to credit any residue of the Loan Amount to you in such manner that we may so decide;
 - (e) suspend or terminate any Designated Accounts with us;
 - (f) withdraw or suspend any or all benefits or privileges attached to any Designated Accounts with us;
 - (g) instruct any Receiving Banks, whether directly, indirectly, through the DC Registry or in such manner that we may so decide, to suspend or terminate any Designated Accounts;
 - (h) take such other steps as may be necessary in our determination for the Debt Consolidation.
- 66.3 We are not obliged to give any reason for our decision.
- 66.4 If any new facility is set up under clause(s) 66.2(b) and/or 66.2(c) above, we will notify you of any additional terms and conditions governing such facility and you hereby agree to be bound by such terms and conditions. Your signature submitted with your DCP Application shall be the signature used for the operation of such new facility.
- 66.5 You shall render all assistance as may be required

by us for the carrying out of any of the matters under clauses 66.1 and 66.2 above, including but not limited to completing and signing any and all forms.

- 66.6 If the Loan Amount is insufficient to repay the outstanding under any Designated Accounts in full, you shall be fully responsible to make up the shortfall in accordance with the terms and conditions governing such facilities. Your obligations under such facilities shall remain unchanged and continue.
- 66.7 If there are any existing recurring and/or GIRO arrangement linked to any Designated Accounts, you shall be fully responsible for terminating such arrangement and for making an alternative arrangement.
- 66.8 You shall be fully responsible for any extra costs and expenses incurred as a result of the settlement of the outstanding under the Designated Accounts with the Loan Amount, including but not limited to any fee charged by any Participating FIs for the suspension or termination of any Designated Account with them.
- 66.9 Notwithstanding the Debt Consolidation, you shall continue making repayment of any and all outstanding owed to the Participating FIs under facilities which do not fall under the Designated Accounts in accordance with the terms and conditions governing such facilities. Your obligations under such facilities shall remain unchanged and continue.

67. The Debt Consolidation Facility

The Debt Consolidation Facility shall consist of the Debt Consolidation Loan Account and the accompanying Revolving Credit Facility (the **"Debt Consolidation Facility"**).

(A) Debt Consolidation Loan Account

- 67.1 Tenure: The tenure of the loan shall be as stated in the Approval Letter.
- 67.2 Payment: You shall make prompt payment of the monthly repayment amount to us on or before the due dates for payment as stated in the Approval Letter until full payment of the outstanding on the Debt Consolidation Loan Account has been received by us.
- 67.3 Interest: You shall pay interest on the outstanding on the Debt Consolidation Loan Account at such rate(s) indicated in the Approval Letter or as we may from time to time at our discretion specify by notice to you with effect from the Debt Consolidation Date. All interest shall be payable before as well as after judgment.
- 67.4 Default interest and late charge: In respect of any monthly repayment amount due but not paid, you shall pay (i) default interest thereon on such instalment until the date of full payment and (ii) a late charge as determined by us.
- 67.5 Prepayment fee: You shall pay a prepayment fee at such rate(s) as we may from time to time prescribe should the Debt Consolidation Loan Account be fully paid before the end of the tenure.

(B) Revolving Credit Facility

- 67.6 If a Revolving Credit Facility is set up under clause 2.2(c) above, the Revolving Credit Facility shall be made available to you by allowing you to draw on the account up to the designated credit limit from time to time.
- 67.7 Credit limit: We may designate such credit limit to the Revolving Credit Facility as we may from time to time determine at our discretion. We shall be at liberty at any time to reduce and/or vary the credit limit by notice to you.
- 67.8 Use of facility: You shall use the Revolving Credit Facility in a responsible and satisfactory manner. You shall not use the Revolving Credit Facility in any manner which is in any way unlawful, illegal or prohibited under any applicable law. Without limiting the generality of the foregoing, you undertake not to use the Revolving Credit Facility in such a way to exceed the credit limit.
- 67.9 Payment: You shall make prompt payment of the minimum payment amount to us on or before the

- due dates for payment as we may from time to time specify at our discretion.
- 67.10 Finance charges: You shall pay finance charges on the outstanding debit balance on the Revolving Credit Facility at such rate(s) as we may from time to time at our discretion specify by notice to you. Such finance charges shall be payable at such intervals as we may prescribe from time to time at our discretion. All finance charges shall be payable before as well as after judgment.
- 67.11 Late charge: In respect of any minimum payment amount due but not paid, you shall pay (i) a late charge as determined by us and (ii) the finance charges chargeable to you on the outstanding debit balance on the Revolving Credit Facility, each of which may be varied or increased to such rate(s) as we may from time to time prescribe and notify to you.
- 67.12 Annual fee: An annual fee at such rate(s) as we may from time to time prescribe at our discretion shall be chargeable annually on the Revolving Credit Facility.
- 67.13 The Revolving Credit Facility will be closed or converted to regular unsecured credit facility once the Debt Consolidation Loan has been fully repaid. Any outstanding balance will be transferred to an existing or new regular unsecured credit facility.
- 68. Payments**
- 68.1 You shall repay the outstanding on the Debt Consolidation Facility in accordance with the Agreement.
- 68.2 All payments must be made in Singapore dollars. We shall have the absolute right to convert payment made in foreign currency into Singapore dollars at the prevailing exchange rate used by us. You shall bear all risks and indemnify us from any loss, damages, claim, action, or proceedings arising from such currency conversion.
- 68.3 We shall have absolute power and authority to do any of the following as we deem fit and without notice to you:-
- apply any payment received (or part thereof) in any order of priority and in any manner towards any of your facilities with us, legal costs and any other expenses incurred by us as a result of enforcing any term of this Agreement; and
 - combine or consolidate the Debt Consolidation Facility with any of your facilities with us and set-off credit balances (whether matured or not) against any liability due from or owed by you. For the avoidance of doubt, such facilities and liabilities refer to any account and/or liabilities which you may have with us whether alone or jointly with any other person(s) and includes any other type of account and/or liabilities which you may have with us from time to time.
- 68.4 (a) you threaten to breach or have breached any term of the Agreement or any other agreement, undertaking or arrangement between us;
- 68.5 (b) you have been convicted of a crime or we believe that you are involved in any offence involving fraud, criminal breach of trust, dishonesty or corruption;
- 68.6 (c) you become insolvent, bankrupt or become subject to any civil or legal proceedings including bankruptcy or enforcement proceedings;
- 68.7 (d) you do not comply with any applicable law;
- 68.8 (e) you fail to pay any amount due to us on time;
- 68.9 (f) any information, representation, warranty, statement and document given to us is or becomes untrue, inaccurate, incomplete or misleading;
- 68.10 (g) you pass away or become mentally incapacitated;
- 68.11 (h) in our sole opinion:-
- you are not or are no longer eligible for the Debt Consolidation Facility;
 - a banking relationship with you is no longer appropriate or possible;
 - any changes or adverse circumstances may materially and/or adversely affect your ability to perform or discharge your obligations under the Agreement; and/or
 - for whatever reason, it is no longer possible for us to provide the Debt Consolidation Facility; and
- 68.12 (i) termination becomes necessary due to our obligations in connection with prevention of fraud, money laundering, terrorist or criminal activity, bribery, corruption or tax evasion, or the enforcement of economic or trade sanction.
- 70.2 Upon termination, the outstanding on the Debt Consolidation Facility shall immediately become due and payable and you must pay the outstanding on the Debt Consolidation Facility in full immediately, without any demand or notice. We are entitled to take any steps including commencing legal proceedings against you as we deem fit to recover the outstanding on the Debt Consolidation Facility.
- 71. Termination by You**
- 71.1 You may terminate the Debt Consolidation Facility by giving us prior notice and making payment of the outstanding on the Debt Consolidation Facility.
- 71.2 Where we receive notice of termination of the Debt Consolidation Facility by you before the Debt Consolidation has been effected, we shall still proceed to disburse the Loan Amount and you shall have to make full payment of the outstanding on the Debt Consolidation Facility in order to terminate the said facility.
- 71.3 If the Debt Consolidation Facility is terminated under clause 71.1 or 71.2 above, we may charge you a cancellation or prepayment fee as we may determine.
- 72. Personal Data**
- 72.1 You hereby consent and authorise us, our officers, employees and agents to collect, use, process and/or disclose your Personal Data in accordance with this Agreement and our personal data protection policy which can be found on our website.
- 72.2 Your Personal Data may be collected, used, processed and/or disclosed for the following purposes:-
- to carry out all or any of the matters set out in this Agreement;
 - to update your records; and
 - for the purposes set out in our personal data protection policy.
- 72.3 We may disclose your Personal Data to the persons listed in our personal data protection
- 70. Termination by Us**
- 70.1 Without prejudice to any other rights or remedies we have, we may by notice to you immediately terminate the Agreement and the Debt Consolidation Facility (or any other facility) if any of the following events of default (collectively, the "Events of Default") occurs:-

policy in addition to the following persons (whether in Singapore or overseas) for one or more of the purposes listed above:-

- (a) our head office, any branch or representative office, subsidiaries, or companies related to or affiliated to us;
- (b) any banking or financial institution, credit bureau or credit reference or evaluation agency;
- (c) the DC Registry;
- (d) any relevant agent, contractor, business partner or third party service provider who provides administrative, telecommunications, computer, printing, payment, securities clearing, management, audit, debt collection or other services to us;
- (e) any information gathering or processing organisation or department conducting surveys on our behalf;
- (f) any third party to whom we have outsourced certain functions;
- (g) lawyers, auditors, tax advisors and other professional advisors;
- (h) any rating agency, business alliance partner, insurance company, insurer or insurance broker;
- (i) any person or corporation to whom we merge or amalgamate with, transfer or assign or propose to transfer or assign all or any part of our interests, obligations, business and/or operations;
- (j) the police or any public officer conducting an investigation;
- (k) your guarantor, your joint account holder, other security provider and/or such person in connection with any compromise, arrangement or any insolvency proceedings relating to you and any person who is jointly and severally liable with you for any facility owing to us;
- (l) any person to whom we are required by applicable legal, governmental or regulatory requirements to make disclosure;
- (m) any other person reasonably requiring the same in order for us to execute the Debt Consolidation; and
- (n) any other party identified in our personal data protection policy.

72.4 Where Personal Data of another individual is provided by you to us, you undertake to obtain and/or warrant that you have obtained the necessary consent, permission and authority of that individual to allow us to collect, use, process and/or disclose such personal data in accordance with this Agreement and our personal data protection policy.

72.5 You must ensure that your Personal Data, including your particulars and contact details, are correct and up-to-date at all times. You must promptly inform us of any change and give us reasonable time to effect the change.

72.6 Our rights under this clause 8 are in addition to any other rights that we may have under the Banking Act Cap. 19, the PDPA and any other statutory provisions and in law and are not affected by nor affect any other agreement between you and us.

72.7 The provisions in this clause 8 shall survive the termination of any credit facility granted by us to you and the termination of your relationship with us.

73. Conclusive Evidence

73.1 Our records in any form (including paper, electronic or other form) and any certificate issued by us (including reports, communications or statements electronically generated which requires no signature), or decision we make as to the monies and liabilities due to us or any other matter shall be final, conclusive and binding on you, save for fraud or manifest error.

73.2 We may record instructions and telephone conversations without notice to you. You agree that such recordings or their transcripts may be used

as conclusive evidence of the instructions and telephone conversations.

74. Indemnity

You agree to indemnify us, our related companies, employees, agents and officers at all times against all loss, liabilities (civil or criminal), damages, claims, actions, proceedings, judgments, orders, penalties, fines, costs (including legal costs on a full indemnity basis), expenses, taxes whatsoever and howsoever arising or in connection with:

- (a) any Event of Default and/or enforcement of our rights under the Agreement;
- (b) our reliance on any of your representations, warranties and/or undertakings;
- (c) the provision of any service to you and the performance of any of our functions; and
- (d) our compliance with any existing or future law or regulation or official directive.

75. Notices

75.1 Notices and communications to you will be sent in the mode and manner we deem appropriate to the last known address, facsimile number, mobile phone number or electronic mail address in our records, whether provided to us through you or obtained by us through searches or any other means. We may also notify and communicate with you through the display of notices at our branches, on our website, the statement of accounts we send to you, in the newspapers, via radio or television broadcasts.

75.2 Unless otherwise expressly provided in writing, our notices and communications to you are effective:-

- (a) if sent by post to an address within Singapore, the following business day after posting;
- (b) if sent by post to an address outside Singapore, 5 business days after posting;
- (c) if sent by facsimile, electronic mail or SMS, at the time of transmission;
- (d) if sent by hand, at the time of delivery or when left at the address;
- (e) if displayed at our branches or posted on our website, on the date of display or posting;
- (f) if advertised in the newspaper, on the date of advertisement; and
- (g) if broadcast via radio or television, on the date of broadcast.

75.3 We shall not be responsible for the status of notices or communications after they are sent, even if such notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to anyone during transit.

75.4 You may serve a notice to us by post or facsimile at such designated address or facsimile number as we may notify you from time to time. Service of such notice is only effective upon actual receipt by us.

76. Service of legal process

76.1 We may serve any writ of summons, statement of claim, statutory demand, bankruptcy proceedings or any other legal process or document in respect of any action or proceedings under the Agreement required by any relevant law or rules of court to be served on you by personal service, by leaving the same at your last known address on our records and/or sending it by post to (a) your last known address on our records (whether within or outside Singapore and whether such address is a Post Office Box or place of residence or business), and/ or (b) via electronic mail to your last known email address, as may be provided to, or obtained by, us or our solicitors or other agents, or as may be known to us. In instances where the last known address is a Post Office Box, we may serve the said legal process or document via ordinary post.

76.2 We shall be entitled to rely on the records of any government registry or government statutory authority or other addresses obtained from reliable sources as determined by us to serve the abovementioned legal process on you.

76.3 Such legal process shall be deemed to have been duly served on you (i) if sent by hand, on the date

Part E2 - Part B of the Terms and Conditions Governing Debt Consolidation Facility

of delivery; or (ii) if sent by ordinary post, on the date immediately after the date of posting; or (iii) if sent by electronic mail, on the date the electronic mail was sent. Service of the legal process in the aforesaid manner shall be deemed to be good and effective service of such legal process on you even if the documents including electronic mails are not received by you or subsequently returned undelivered.

76.4 Nothing in the Agreement shall affect our right to serve legal process on you in any other manner permitted by law.

77. Severability

If any one or more provisions of the Agreement or any part of the Agreement shall be found to be illegal, invalid or unenforceable under any applicable law in any jurisdiction, it shall not affect the legality, validity or enforceability of the remaining terms of the Agreement.

78. No Assignment

You shall not transfer or assign your rights or obligations under the terms of the Agreement, without our prior written consent. However, we shall have the unrestricted right to transfer or assign our rights and/or obligations under the Agreement without your prior consent.

79. Changes in Our Constitution

Notwithstanding any amalgamation, reconstruction, conversion or other change in our constitution, the Agreement shall remain binding and shall operate as though it had been originally entered into by such new or amalgamated or reconstructed concern and your obligations and liabilities shall remain unchanged.

80. Right to review

80.1 We shall have the absolute right to review, make changes to, cancel, withdraw and/or replace any of the terms of the Agreement at any time at our absolute discretion. Such change of terms shall take effect upon service of notice of the same.

80.2 We are not obliged to make or to continue to make available the Debt Consolidation Facility or any other facilities to you. Notwithstanding clause 6, we have the overriding right to require you to repay immediately the whole of the outstanding on the Debt Consolidation Facility on demand.

81. Further Assurance

You shall execute and do all such assurances, acts, deeds and things as we may so require under the Agreement.

82. No waiver

Any failure or delay by us in exercising or enforcing any right we have under the terms of the Agreement does not operate as a waiver and does not prejudice or preclude the exercise of any of our rights subsequently.

83. Governing Law and Jurisdiction

The Agreement shall be governed by and interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore. This means that legal proceedings against us can only be brought in the courts of Singapore. Any judgment or order made by the courts of Singapore cannot be enforced or executed against any of our branches overseas. This clause does not limit our right to commence legal proceedings in any country and to take concurrent legal proceedings in more than one country.

84. Third Parties

Unless we expressly state so, a person who is not a party to the Agreement has no right to enforce or enjoy the benefit of any term of the Agreement.

85. Applicable terms

85.1 You must read these Terms and Conditions Governing Debt Consolidation Facility together with our:

- Customer Terms
- Personal Loan/ Personal Line of Credit/ Overdraft Terms
- Current/Cheque/Savings Account and Time Deposit Terms
- Credit Card Terms
- *pricing guide*

85.2 The definition of "Agreement" as set out in clause 1.1 shall be deleted in its entirety and replaced with the following:

- The "Agreement" means the agreement formed between you and us for Debt Consolidation under our Customer Terms, the Current/Cheque/Savings Account and Time Deposit Terms, Personal Loan/Personal Line of Credit/ Overdraft Terms, Credit Card Terms, *pricing guide*, these Terms and Conditions Governing Debt Consolidation Facility, the terms and conditions in the Debt Consolidation Plan Application form and the Approval Letter. If there is a conflict, the conflict shall be resolved in the following order of priority:

- (1) terms in the Approval Letter;
- (2) Part B of the Terms and Conditions Governing Debt Consolidation Facility;
- (3) Part A of the Terms and Conditions Governing Debt Consolidation Facility;
- (4) the Current/Cheque/Savings Account and Time Deposit Terms, Personal Loan/ Personal Line of Credit/Overdraft Terms, and Credit Card Terms and *pricing guide*;
- (5) the terms and conditions in the Debt Consolidation Plan Application form; and
- (6) the Customer Terms.

85.3 Save as amended in clause 85.2 above, capitalised terms used in Part B of the Terms and Conditions Governing Debt Consolidation Facility shall, unless otherwise defined, have the same meanings given to them in the Part A of the Terms and Conditions Governing Debt Consolidation Facility.

86. Credit limit

Existing credit card holder with S\$500 credit limit

If you have an existing *credit card* with S\$500 credit limit known as *S\$500 credit card* with us, the following will apply to you if your Debt Consolidation Plan Application is approved:

- (a) We shall terminate your *S\$500 credit card account* and issue to you a *credit card* in accordance with clause 91.
- (b) If there is a credit balance in your *S\$500 credit card accounts*, we may refund you the credit balance (if any) by either crediting it into any of your *accounts* maintained with us or send you a cashier's order. We reserve the right to decide any other method of refund as we deem appropriate.
- (c) If there is a debit balance in your *S\$500 credit card account*, we will reflect the debit balance in the statement in the subsequent month. The debit balance is subject to late payment and finance charges as set out in the *pricing guide*.
- (d) We reserve the right to consolidate or combine the debit balance in your *S\$500 credit card account* with any other *credit card account* you have with us or Debt Consolidation Loan Account. Please also refer to clause 23.6 of our Customer Terms.

87. How does the Debt Consolidation Loan Account work

- 87.1 The Debt Consolidation Loan Account can be repaid over tenures of between 36 to 120 months. We will notify you of the amount of each *instalment* and the instalment payment dates.
- 87.2 We will notify you of the outcome of your Debt Consolidation Plan Application either by letter or by reflecting the transaction on the *account* statement or in any manner as we deem fit.
- 87.3 With reference, and in addition to clause 2 of Part A of the Terms and Conditions Governing Debt Consolidation Facility, if your Debt Consolidation Plan Application is approved, the disbursement may (but not necessarily) be made prior to the letter notifying you of the outcome of your Debt Consolidation Plan Application or *account* statement being received by you.
- 87.4 You must continue to make payments on any of the Designated Accounts, and ensure that payments must be received by the due date. We are not liable for any overdue amounts, interest or any other fees, costs, or expenses incurred.
- 87.5 If we approve your Debt Consolidation Plan Application, you must pay the approved Loan Amount by *instalments* over the *instalment tenure* in the *instalment amount* as we may approve. We reserve the right to include, remove or vary the *instalment*, the *instalment tenure* or the *instalment amount* at any time without giving any reason.
- 87.6 Each *instalment* will be treated in the same way as a charge on a *credit card* transaction and will be reflected in the Debt Consolidation Loan Account.
- 87.7 We reserve the right to debit your Debt Consolidation Loan Account for any outstanding *instalment amount* or demand immediate payment of all sums outstanding regardless of whether the amount is reflected in the Debt Consolidation Loan Account statement or is due and payable as at the date of the demand.

88. Interest

- 88.1 Interest for the approved Loan Amount is calculated from the date of disbursement of the approved Loan Amount until the date of expiry of the *instalment tenure*.
- 88.2 Interest is calculated on a front-end add-on method by multiplying the approved Loan Amount by the approved flat interest rate known as *nominal interest rate* for the full *instalment tenure*.
- 88.3 Your *nominal interest rate* and effective interest rate will be indicated on your Approval Letter which will be sent to you by mail or any other method we deem fit.
- 88.4 We reserve the right to vary the interest rate (whether nominal, flat or effective or any other names called) or the basis of calculation of interest of any approved Debt Consolidation Loan Account at any time during the *instalment tenure*. We need not give any reason for doing this.
- 88.5 The interest rate is not applicable to existing outstanding balances or any amount subsequently incurred on the Debt Consolidation Loan Account that is not related to the approved Debt Consolidation Facility or any other *credit card accounts* with us.

89. Instalment amounts

- 89.1 Each *instalment amount* is calculated based on the sum of (a) the approved Loan Amount and (b) the applicable interest over the *instalment tenure*, divided by the number of months of the *instalment tenure*.
- 89.2 We reserve the right to determine the proportion of the *instalment amount* which relates to payment of the principal amount and the interest amount for each *instalment amount*. We may apportion interest as follows:
- by applying the reducing balance method to determine the amount of interest attributed to each instalment;
 - by applying the "rule of 78" method; or
 - by such other means and manner as we may deem appropriate.

90. Joining fee

- 90.1 Each Debt Consolidation Plan Application is subject to a non-refundable joining fee of S\$199.
- 90.2 The joining fee will be billed in the first Debt Consolidation Plan Account statement.
- 90.3 We reserve the right to vary the joining fee by giving you notice in accordance with our usual practice. Please refer to clauses 38.18 and 7.3 of our Customer Terms.

91. Credit card

- 91.1 If your Debt Consolidation Plan Application is successful, you will be issued with a Revolving Credit Facility, a Standard Chartered Platinum Mastercard Credit Card. The credit limit for the Standard Chartered Platinum Mastercard Credit Card, together with the credit limit for any existing credit cards, will be adjusted to 1 times of your monthly income.
- 91.2 Use of the Standard Chartered Platinum Mastercard Credit Card will be governed by our Credit Card Terms.

92. Late payment and finance charges for Debt Consolidation Plan and the credit card

- 92.1 If we do not receive the minimum payment for your Debt Consolidation Loan Account as indicated on your statement by the due date, a late payment charge of S\$80 will be charged to your Debt Consolidation Loan Account.
- 92.2 If we do not receive the instalment amount payment in full on or before the due date and a balance is carried forward from the relevant statement, finance charges will be calculated on a daily basis at the minimum EIR of 26.9% per annum (0.074% per day).
- 92.3 Please refer to the *pricing guide* for late payment and finance charges applicable to the Standard Chartered Platinum Mastercard Credit Card.
- 92.4 We reserve the right to vary the late payment and finance charges, and the basis for calculating the late payment and finance charges applicable for the *credit card* at any time. We need not give any reason for doing so.

93. Account statement

A standalone monthly Debt Consolidation Loan Account statement will be sent to you.

94. Rewards

Unless we agree otherwise, the Debt Consolidation Loan Account is not eligible for rewards, rebate, mileage program, or any other promotions.

95. Account closure or early settlement

- 95.1 You must notify us if you wish to close your Debt Consolidation Loan Account or fully repay the Debt Consolidation Loan Account prior to the expiry of the *instalment tenure*. For clarity, partial redemption of the Debt Consolidation Loan Account is not allowed.
- 95.2 The following terms and charges will apply if you close the Debt Consolidation Loan Account or fully repay the Loan Amount:
- (a) we will calculate and notify you of the outstanding balance and the payment due date for the entire outstanding balance; and
 - (b) you must pay the entire outstanding balance together with an early redemption fee of S\$250 or 3% of the outstanding principal, whichever is higher. With effect from 15 January 2019 (inclusive of this date), \$250 or 5% of the outstanding principal, whichever is higher.
- 95.3 If you fail to pay the entire outstanding balance on or before the due date stipulated by us in full, finance charges at the prevailing interest rates will be charged from the due date until the date such sums due (including finance charges) are paid in full.
- 95.4 The entire outstanding balance includes the total sum you owe us in respect of the Debt Consolidation Loan Account according to our records. This includes any fees, charges, goods and services tax, interest, costs, and expenses.

Part F1 - Partner Capital Loan

96. Other terms

- 96.1 These Terms and Conditions Governing Debt Consolidation Facility are to be read together with our Customer Terms, our Current/Cheque/Savings Account and Time Deposit Terms, our Personal Loan/ Personal Line of Credit/Overdraft Terms, our Credit Card Terms, and our *pricing guide* (collectively "**Other Terms**").
- 96.2 If there is any inconsistency between the Other Terms and these Terms and Conditions Governing Debt Consolidation Facility, these Terms and Conditions Governing Debt Consolidation Facility prevail over such inconsistency.
- 96.3 Words printed in *italics* if not explained here, are explained elsewhere in the Other Terms.

97. Pre-conditions

- 97.1 We need not provide the *partner capital loan* to you if:
- we consider that you or the *partnership* may not be able to satisfy your obligations to us under our banking agreement or any *other arrangement with us*. We may determine this is the case if, for example there has been a change in your or the *partnership's* financial position since the date of your *application*; or
 - you or the *partnership* give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

98. Additional rights to terminate

Termination by us

- 98.1 In addition to any rights to terminate under our Customer Terms and our Terms and Conditions (Current/Cheque/Savings Account and Time Deposit Terms and Personal Loan/Personal Line of Credit/Overdraft Terms), we may end our banking agreement for the *partner capital loan*, with or without notice to you if:
- you cease or will cease (with the expiry of any notice period) to be a partner of the *partnership*;
 - you give (or the *partnership* gives) us incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading;
 - you or the *partnership* becomes *insolvent* or stops payment, ceases to carry on its business or a material part of it or threatens to do so, or any of your or their assets are subject to *insolvency* proceedings;
 - you or the *partnership* acts fraudulently or dishonestly;
 - any of your or the partnership's assets are subject to enforcement of a judgment or are expropriated or compulsorily acquired or resumed on any basis or any of your business or the business of the *partnership* is in jeopardy;
 - legal proceedings to recover debts or criminal proceedings are commenced against you or the *partnership*;
 - anything occurs which, in our opinion, is likely to have a material adverse effect on your (or the *partnership's*) business, asset or financial condition or your or its ability or willingness to comply with obligations under any of our banking agreements or any *other arrangement with us*;
 - performance of any obligation by either you or us under any of our banking agreements or the *partnership* under any *other arrangement with us* breaches, or is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation or official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy we apply as a result of an order or sanction issued by an authority; or
 - the *partnership* breaches any term of any *other arrangement with us*.

99. Additional information

What you must give us

- 99.1 You must notify us promptly upon becoming aware:
- that you have ceased or will cease (with the expiry of any notice period) to be a partner in the *partnership*;
 - of any event or circumstance which has had or may have a material adverse effect on your or the *partnership's* ability to meet any of your or its obligations to us; and/or
 - of any *default* (and the steps, if any, being taken to remedy it).

Additional representations

- 99.2 You represent and warrant that:

- you are a partner of the *partnership*;
 - neither you nor the *partnership* is *insolvent* and that neither your assets nor the *partnership's* assets are subject to *insolvency* proceedings;
 - no legal proceedings have been commenced against you or the *partnership* which if determined against you or the *partnership*, might reasonably be expected to have a material adverse effect on your or the *partnership's* ability to meet any of your or its obligations to us;
 - you have not granted *security interest* over your interest in the *partnership* or your right to receive profit, drawings or other distributions from the *partnership*;
 - you hold all necessary practising certificates and other authorisations for the professional activities you perform;
 - all the information given by you or the *partnership* (or on your or its behalf) is correct, complete and not misleading;
 - since the date information was given to us by you or the *partnership*, there has been no change in your or the *partnership's* financial circumstances which may have a material adverse effect on your or the *partnership's* ability to meet any of your or its obligations to us; and
 - neither you nor the *partnership* has withheld any information that might have caused us not to enter into any of our banking agreements or any *other arrangement* with us or provide any *partner capital loan* to you.
- 99.3 You repeat these representation and warranties every time:
- you request for a drawdown under the *partner capital loan*;
 - a drawdown occurs under the *partner capital loan*; and
 - the representations and warranties set out in the Customer Terms are repeated.
- 99.4 You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.
- 100. Undertakings**
- 100.1 You must not grant any *security interest* over your interest in the *partnership* or your right to receive profit, drawings or other distributions from the *partnership*.
- 100.2 You must not withdraw or reduce or accept a refund or return of your capital in the *partnership* without our prior written consent.
- 100.3 You must ensure that you hold all necessary practising certificates and other authorisations for the professional activities you perform.
- 100.4 All agreements, obligations given or undertaken by you or the *partnership* remain valid and binding despite any change in our, your or the *partnership's* constitution by amalgamation, consolidation, reconstruction, death, retirement, admission of any new partner or otherwise.
- 101. Late payment and finance charges**
- 101.1 If we do not receive the full *instalment amount* on or before the relevant *repayment date*, a late payment charge of S\$80 will be imposed on you.
- 101.2 If we do not receive the full *instalment amount* on or before the relevant *repayment date* and the unpaid *instalment amount* is carried forward from the relevant statement, finance charges calculated on a monthly basis at the rate 0.5% will be imposed on you.
- 102. Account closure or early settlement**
- 102.1 You must notify us in advance if you wish to close your *Partner Capital Loan account* or fully prepay the *partner capital loan* prior to the *final repayment date*. Partial redemption of the *partner capital loan* is not allowed.
- 102.2 Upon receipt of your notice, we will calculate and notify you of the outstanding balance under the *partner capital loan* and the payment due date. On the due date, you must pay to us:
- the outstanding balance; and
 - an early redemption fee of S\$250 or 3% of the outstanding principal, whichever is higher.
- 102.3 If you fail to pay the outstanding balance in full on or before the payment due date, finance charges at the prevailing interest rates will be charged on the unpaid sum from the payment due date until the date on which all sums due (including finance charges) are paid in full.
- 102.4 For the avoidance of doubt, the outstanding balance includes the total sum you owe us under the *partner capital loan* according to your records with us. This includes the outstanding principal amount of the *partner capital loan*, any fees, charges, goods and services tax, interest, costs and expenses.
- 103. You indemnify us**
- 103.1 You indemnify us against, and must pay us on demand for, any *loss* we reasonably incur in connection with:
- the information given by you or the *partnership* (or on your or its behalf) being or being alleged to be incorrect or misleading in any respect;
 - you or the *partnership* have breached any term of any of our banking agreements or any *other arrangement with us*; and/or
 - any searches, enquiry, investigation or legal proceedings in relation to you or the *partnership* or in relation to any transaction contemplated by our banking agreement.
- 104. Information we disclose**
- 104.1 You consent to us and each member of the *Standard Chartered Group*, including its officers, employees, agents and advisers disclosing your information to the *partnership*.
- 105. Applicable Terms and Other Terms**
- 105.1 You must read this *Partner Capital Loan Terms* together with our:
- Customer Terms
 - Current / Cheque / Savings Account and Time Deposit Terms
 - Personal Loan / Personal line of Credit / Overdraft Terms
 - the product brochure
 - any other documents forming our banking agreement (collectively, *Other Terms*)
- 105.2 If there is any inconsistency between the *Current/Cheque/Savings Account and Time Deposit Terms* or *Personal Loan / Personal line of Credit / Overdraft Terms* and these *Partner Capital Loan Terms*, these terms prevail over such inconsistency.
- 105.3 If there is any inconsistency between the *approval* and any other part of our banking agreement, then the terms in the *approval* prevail.
- 105.4 These terms do not apply to any existing personal instalment loan, personal revolving loan or line of credit/overdraft products you have with us to the extent that they are subject to separate terms and conditions.
- 105.5 Words printed "*like this*" if not explained here, are explained elsewhere in the *Other Terms*. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

Part F2 - Meaning of words

106. Meaning of words

You also need to refer to our Customer Terms and our Terms and Conditions (Current/Cheque/Savings Account and Time Deposit Terms and Personal Loan/Personal Line of Credit/Overdraft Terms) which also define key words used in these terms.

final repayment date means the final repayment date as stated in the *letter of offer* or such other date agreed to by us and notified to you in writing.

instalment amount means the instalment amount as stated in the *letter of offer*.

other arrangement with us means:

- each *security*; and
- each other arrangement (including an agreement, a letter of undertaking or a *security interest*) under which you, the *partnership* or any *security provider* has or could in the future have obligations to us or any member of the *Standard Chartered Group*. It does not include any banking agreement.

partnership means the person named as the partnership in the *letter of offer*.

partner capital loan means a facility we make available to you under Part A of these terms.

repayment date means the repayment date(s) as stated in the *letter of offer* or such other date(s) agreed to by us and notified to you in writing.