

**Standard Chartered
eCash (Prepaid) Cardholder's
Agreement**

The following terms and conditions govern the purchase and use of the Standard Chartered eCash (Prepaid) Card. Please read them carefully and retain for your records. By purchasing, accepting, activating, or using the Standard Chartered eCash (Prepaid) Card, you are agreeing to these terms and conditions.

1. DEFINITION

In this Agreement:-

“Agreement” shall mean this agreement as may be varied from time to time;

“Application” shall mean an application for the issue of a Card upon the terms and conditions of this Agreement;

“ATM” means the automated teller machines or any card-operated machine which accepts the Card including but not limited to machines belonging to the Bank or the MasterCard and Cirrus ATM network;

“Bank” means Standard Chartered Bank, its successors, affiliates or assigns and includes its branches in Brunei Darussalam;

“Card Account” means the account maintained with the Bank in respect of the Card for the purpose of entering all credits and debits received or incurred by the Cardholder under this Agreement;

“Cardholder” means the person to whom a Card has been issued or the intended recipient of the Card;

“Card Transaction” means any payment made or cash withdrawal obtained or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card or the Card numbers or the PIN or in any other manner, including but not limited to mail, text messages by mobile telephone, telephone or facsimile orders or reservations, regardless of whether a sales draft or cash withdrawal or other voucher or form is signed by the Cardholder;

“Card Value” means at any time, the total credit value of the Card available for the Cardholder’s use in accordance with this Agreement;

“eCash” and **“Card”** means a MasterCard Electronic card issued under the Standard Chartered eCash (Prepaid) Card Program;

“Guardian” means the parent or the legal guardian of a Cardholder who is below the age of 18.

“Indebtedness” means the sum total of the Cardholder’s liabilities payable to the Bank in respect of or in connection with the Card Account and/or this Agreement, including but not limited to all Card Transactions, fees, charges, goods and services tax, costs and expenses (including legal costs) whether actual or contingent at any given time;

“Maximum Card Value” means the maximum Card Value permitted by the Bank, which is currently B\$4,000.00 or such other lower or higher maximum Card Value as may be determined by the Bank from time to time at the Bank’s sole discretion.

“PIN” means the Personal Identification Number issued to the Cardholder in a form of a mailer to enable use of the Card through ATMs.

Words referring to the singular number shall include the plural number and vice versa.

Words referring to the masculine gender also refer to the feminine and neuter genders.

Reference to a person includes reference to a sole proprietor, partnership, company, corporation or other entity.

Reference to a Clause is to a clause of this Agreement. Headings to the Clauses herein are for reference only and shall not be taken into consideration in the interpretation or construction of this Agreement.

2. STANDARD CHARTERED eCASH CARD ("eCash")

- 2.1 eCash is a card with stored value for which the credits may be used, purchased and topped up. eCash is not a Credit Card.
- 2.2 eCash may only be used during the validity period printed on the Card.
- 2.3 The Bank may, in its sole discretion, refuse to issue eCash without assigning any reason.
- 2.4 The Bank shall rely on its records in determining the outstanding balance of the Cardholder's eCash, unless the Cardholder can prove otherwise, to the Bank's satisfaction.

3. APPLICATION AND REGISTRATION OF THE CARD

- 3.1 eCash may be offered to individuals over the age of twelve (12) at the time of Application, upon the production of a valid identity card or passport.
- 3.2 In the event the Cardholder is under the age of eighteen (18), eCash shall be issued under the name of the Guardian. In such case, all terms and conditions herein shall apply to the Guardian.
- 3.3 Application for eCash are as follows:
 - 3.3.1 Submission of the application form by the Cardholder. The form shall be obtained at any branch of the Bank.
 - 3.3.2 Production of valid identification documents (identification card or passport) satisfactory to the Bank.
 - 3.3.3 Upfront payment of Issuing fee.
- 3.4 Upon successful application, the Cardholder shall be issued with eCash.
- 3.5 The Cardholder shall immediately sign the Card and safeguard the Card as if it were cash.
- 3.6 By using eCash, the Cardholder is deemed to have read, understood and accepted the terms of this Agreement.

4. VALUE OF THE CARD

- 4.1 The Cardholder shall determine the initial value of each eCash purchased.
- 4.2 There is no minimum Card Value for the Card and a Card may be purchased with zero Card Value.
- 4.3 The Card Value shall not, in any event, exceed the Maximum Card Value. The Bank reserves the right to refund any balance greater than the Maximum Card Value to the Cardholder in accordance with the Bank's procedure with applicable service fees determined by the Bank from time to time.
- 4.4 After the initial purchase of the Card, the Cardholder may, at any time before the expiry of the Card, increase the Card Value through top-up.

5. TOP-UP

- 5.1 The Card Value may be increased by cash and fund transfers only. Top-up by way of cheques shall not be allowed.

- 5.2 All top-ups during banking hours onto eCash shall take up to three (3) working days from the date of upload.
- 5.3 A Cardholder may top-up eCash at a maximum of fifty-six (56) times per month, as regulated by MasterCard International Inc..
- 5.4 eCash may be topped-up with additional value as allowed within the validity period of the Card.
- 5.5 Top-up of eCash may only be effected at the Bank's branches in Brunei with cash, fund transfers from deposit accounts, ATMs, cash deposit machines or any other channel which the Bank may make available from time to time.

6. RESTRICTIONS ON USE

- 6.1 The Cardholder may use the Card, and shall ensure that no other person shall have access or use the Card, during the validity period printed on the card, subject to the terms and conditions of this Agreement.
- 6.2 The Cardholder shall not transfer or assign his rights to any other person without the Bank's prior written consent.
- 6.3 Standing instructions are not allowed with eCash.
- 6.4 The eCash Card remains the Bank's property at all times. At the Bank's request made at any time in its absolute discretion, the Cardholder shall immediately surrender the Card to the Bank, to be cut in half.
- 6.5 In the event the Cardholder:
 - (a) intends to reside outside Brunei Darussalam; or
 - (b) changes his particulars or other information from that stated in his Application, including any change in the Cardholder's residential or office address, he must immediately inform the Bank in writing.
- 6.6 The Bank shall be entitled, at its absolute discretion, at any time without notice and without giving any reason or liability to the Cardholder, to:
 - (a) cancel or suspend the Cardholder's right to use eCash entirely or in respect of specific facilities; or
 - (b) refuse to authorize any Card Transaction; or
 - (c) refuse to re-issue the Card, which shall not, in any case, affect the Cardholder's obligations under this Agreement which will continue in full force and effect.

7. THE CARD ACCOUNT

- 7.1 The Bank will debit the Card Account with any Indebtedness incurred arising from or relating to the issue or use of eCash.
- 7.2 The Bank will convert the amount of any Card Transaction, if denominated in a currency other than Brunei Dollars, to Brunei Dollars in accordance with the Bank's usual practice.

8. TRANSACTIONS/STATEMENTS

- 8.1 The Cardholder shall ensure that eCash shall contain sufficient funds when used to pay for Card Transactions.
- 8.2 In the event a purchase amount is greater than the available funds, the difference may be paid through cash, cheque or credit or debit card; depending on the policies of the merchant at its discretion. However, in certain circumstances, the merchants, in their attempt to process

eCash for amounts more than the available funds, may decline such transactions.

- 8.3 The Bank shall not issue any monthly card statements in relation to eCash. However, the Bank shall reserve the rights to charge an applicable fee in the event that the Cardholder requests transaction details in relation to eCash.

9. CASH WITHDRAWALS

- 9.1 The Cardholder may use eCash to withdraw cash up to the Maximum Card Value, at any branch of the Bank, or branches of participating banks and financial institutions displaying the MasterCard decal and at any MasterCard Cirrus ATM.

- 9.2 Each cash withdrawal from the Bank or other financial institutions and ATMs outside Brunei Darussalam is subject to a cash withdrawal fee. The Bank reserves the right to debit such fee from the Card Value at any time in its absolute discretion.

- 9.3 Usage of the Card at any ATM of the Bank or at any other bank or institution with whom the Bank has had an agreement for use of their ATMs shall be governed by the respective terms and conditions at such ATMs. The amount of cash withdrawal made on eCash shall be subject to the nearest denomination and applicable daily withdrawal limits, defined by such ATMs.

10. CHARGES

- 10.1 The Cardholder shall pay an upfront Issuing fee and Embossing fee (if applicable) upon purchase of eCash.

- 10.2 All other fees and/or charges except Issuing fee and Embossing fee are automatically deducted from the Card Value when they occur or at any time, on the Bank's sole discretion.

- 10.3 All applicable eCash fees and charges are not refundable in any event.

- 10.4 The Bank shall publish all applicable fees to the public, from time to time. The Bank shall determine and/or vary the amounts, rates and/or basis of calculation of all fees and charges provided by this Agreement to be paid by the Cardholder, without notice and without providing any reason. The Bank reserves the right to levy such fees and/or charges for any service or facility provided by the Bank or for any action taken by the Bank in connection with the Card Account.

11. PIN

- 11.1 The Bank shall provide the Cardholder with a Personal Identification Number (PIN) mailer which shall be used in conjunction with eCash by the Cardholder, when effecting transactions via ATMs.

- 11.2 The Cardholder must not disclose the PIN, and must take all care to prevent the PIN from becoming known, to any other person.

- 11.3 The Cardholder is liable for all Card Transactions effected by the use of the PIN, whether with or without Cardholder's knowledge or authority.

12. LOSS/THEFT OF CARD/DISCLOSURE OF PIN

- 12.1 The Cardholder must at all times ensure that the Card is kept in a safe place and must exercise care and diligence to ensure the safety of eCash and that the PIN is not disclosed to any person.

- 12.2 If the Card is lost and/or stolen or if the PIN is disclosed to a third person, the Cardholder shall immediately notify the Bank at (673) 265 8000 and provide the Bank information of such loss, theft or disclosure and lodge a police report.

- 12.3 If the Card is lost or stolen or if the PIN is disclosed to a third person, the Cardholder remains liable for all unauthorised Card Transactions effected before the Bank receives written notice of such loss, theft or disclosure given in accordance with Clause 12.2. Provided that the Bank is satisfied that the Cardholder has complied with Clauses 12.1 and 12.2, the Bank shall limit the Cardholder's liability for any unauthorised Card transactions effected after notification was received by the Bank shall be limited to B\$100.00 per Card. This limitation of liability does not apply to Card Transactions effected through the use of the PIN.
- 12.4 The Cardholder shall provide the Bank with all information as to the circumstances of such loss, theft or disclosure and render such assistance as the Bank may require.
- 12.5 If any lost or stolen Card is recovered, the Cardholder must immediately return the Card to the Bank, for which the Card shall not be further used and cut in half. After informing the Bank that the PIN has been disclosed, the Cardholder shall no longer use the PIN thereafter.
- 12.6 The Bank may, in its absolute discretion, issue a new Card or a new PIN upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge handling fees as may be determined by the Bank from time to time at the Bank's sole discretion.

13. RE-ISSUANCE OF DAMAGED CARDS

- 13.1 The Bank shall re-issue any Card which is found to be damaged for whatever reason, subject to the Cardholder's payment of the applicable service fees.
- 13.2 In the event the damaged Card has less than its original value or has already been used by the Cardholder for any prior or subsequent transaction, the Bank shall issue a new Card with value equal to the remaining balance of the damaged Card.
- 13.3 The Bank shall arrange for the transfer of any remaining balance in the damaged Card less any outstanding transactions, fees, replacement charges and applicable refund charge whichever applicable to the newly re-issued Card.

14. TERMINATION

- 14.1 The Bank shall be entitled in its absolute discretion to terminate the Card Account or the use of any Card at any time, without any liability to the Cardholder and without giving any reason or notice.
- 14.2 Without prejudice to the generality of the foregoing, the Bank may terminate the Card Account forthwith upon the occurrence of any one or more of the following events:
- (a) the Cardholder's bankruptcy, insolvency, death or other legal incapacity; and/or
 - (b) if, in the Bank's opinion, the Cardholder is in breach of this Agreement; and/or
 - (c) the appointment of a receiver or trustee over the Cardholder's assets or property or any part thereof.
- 14.3 The Cardholder may terminate the Card Account by:
- (a) submitting the relevant form prescribed by the Bank; and
 - (b) returning the Card cut in half to the Bank; and
 - (c) paying any Indebtedness in full.
- 14.4 If the Card Account is terminated by the Bank for any reason, the Cardholder must forthwith return to the Bank the Card cut in half and make full payment of the Indebtedness which will immediately become due and payable.
- 14.5 Termination of the Card Account shall not affect prior transactions or

obligations existing at the time of termination. Upon termination of the Card Account, the Bank shall arrange to refund to the Cardholder by Cashier's Order or crediting the Cardholder's account (provided the Cardholder has account with the Bank) any remaining balance, less outstanding transactions, fees and applicable refund charges within 30 days.

15. EXPIRY OF THE CARD

- 15.1 Unless terminated earlier (whether by the Cardholder or the Bank) or returned by the Cardholder, the Card shall be valid till the expiry date printed on the Card and shall expire on the first day of the following month indicated on the face of the Card.
- 15.2 The validity period of the Card shall not be extended under any circumstances.
- 15.3 The Cardholder has the right to request for a refund in the event there appears to be an outstanding balance in the Card Value after the expiry date by submitting the relevant refund forms.
- 15.4 A refund on any remaining Card Value of the expired Card shall be made within 30 days from the date on which the Cardholder submits the refund form and in accordance with the information provided by the Cardholder in the said form.
- 15.5 The Bank shall arrange to refund to the Cardholder by Cashier's Order or crediting the Cardholder's account (provided the Cardholder has account with the Bank) any remaining balance, less outstanding transactions, fees and applicable refund charges within 30 days.
- 15.6 An account maintenance fee shall be deducted per month from the remaining Card Value if the Cardholder fails to collect any refund of the remaining Card Value of the expired Card, thirty (30) days from the date of expiry.

16. EXEMPTION AND EXCLUSION

- 16.1 The Bank shall not be held responsible for goods or services supplied by any merchant or the quality or performance of any goods or services pursuant to or in relation to any Card Transaction.
- 16.2 If the Cardholder has a complaint against any merchant or establishment, the Cardholder shall resolve the dispute with such merchant or establishment; the Cardholder's liability owing to the Bank is not to be affected by any dispute or counterclaim or right of set-off which the Cardholder may have against such merchant.
- 16.3 The Bank shall not be held liable and the Cardholder will have no claim against the Bank if eCash is not accepted or honoured by any merchant, bank, financial institution or third party for any reason.
- 16.4 The Bank shall not be liable if the Bank is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure of any machine, system of authorisation, data processing or communication system or transmission link or industrial dispute, war, or anything outside the Bank's control or the control of the Bank's servants, agents or independent contractors.
- 16.5 The Bank shall not be held responsible for any loss arising directly or indirectly out of the use of eCash in any manner whether or not as a result of any malfunction of an ATM.
- 16.6 The Bank shall not be held liable for any injury to the Cardholder's credit, character and reputation for repossession of eCash or any request for its return under this Agreement.
- 16.7 The Cardholder shall not hold the Bank responsible in any way for any loss arising directly or indirectly out of any Card Transaction and the utilisation of any facilities in connection with the Card and/or the Card

Account effected by a person not entitled to do so.

- 16.8 The Cardholder may be entitled to or be able to apply for certain products and services from time to time provided by third party service providers which are arranged and/or paid for by MasterCard International Inc. or the Bank under any programme, subject to the prevailing terms of use as determined by MasterCard International Inc. or the Bank. The Cardholder agrees that the said products and services may be changed, varied or withdrawn at any time from time to time by MasterCard International Inc. or the Bank (as applicable) without any notice to the Cardholder. The Cardholder further agrees not to hold the Bank and/or MasterCard International Inc. liable for any loss or damage suffered by the Cardholder arising directly or indirectly (including special, incidental or consequential loss or damage) from the Cardholder's use of the said products and services or in connection with the said products and services or the respective third party service providers, howsoever arising.
- 16.9 Without prejudice to the other provisions of this Agreement, the Bank is not liable in any way to the Cardholder for any inconvenience, loss, damage, cost and expense or embarrassment of any nature due to or arising from:
- (a) insufficient Card Value to cover a Card Transaction, through no fault of the Bank;
 - (b) any delay in the release of any amount placed on hold on the Card Account
- 16.10 Without prejudice to the other provisions of this Agreement, the Bank shall not be held liable for any other loss, damage, cost and expense of any nature, suffered or incurred by the Cardholder in respect of or in connection with the Card Account and this Agreement.

17. VARIATION OF THIS AGREEMENT

- 17.1 The Bank is entitled, in its absolute discretion, to amend, vary or modify the terms and conditions of this Agreement at any time either by giving the Cardholder written notice or in such other manner as the Bank may select; such changes so notified will be binding on the Cardholder, with effect from the date as the Bank may specify.
- 17.2 If the Cardholder does not accept any such changes to this Agreement, the Cardholder may terminate his Card Account in accordance with Clause 14.
- 17.3 If the Cardholder retains or uses the Card or the PIN after the Bank has given the Cardholder notice of changes in this Agreement, the Cardholder will be deemed to have accepted and agreed to such changes without reservation.

18. OUTSOURCING

The Bank shall have the right (but not the obligation) to outsource or subcontract any part of its eCash operations to such third party (including without limitation any party outside Brunei Darussalam) and on such terms as the Bank deems fit in its sole discretion. Such operations shall include without limitation, creation, maintenance and archiving of documents and records, card production and mailing, insertions, lettershopping and mailing of Card or PIN.

19. DISCLOSURE OF INFORMATION

The Cardholder consents to the Bank, in its absolute discretion, at any time and without notice or liability to the Cardholder, whenever it deems fit, disclosing to:

- (a) any merchant or establishment which accepts the Card; and
- (b) any member institution of MasterCard International Inc.; and
- (c) the Bank's head office or any of the Bank's branches (whether in Brunei Darussalam or otherwise) or its related companies or agents, servants, correspondents, independent contractors or

- associates of the Bank and/or its related companies; and
(d) any other bank or financial institutions;

all information in respect of the Card Account, the use of the Card and the Cardholder's financial affairs and/or standing and similarly each of these persons may at all times disclose such information to the Bank and to each other.

20. RIGHT TO SET-OFF/COMBINATION

- 20.1 The Bank may combine or consolidate the Indebtedness outstanding on the Card Account with such other accounts of the Cardholder and set-off or transfer any monies standing to the credit of such other accounts in or towards the full or partial discharges of the Indebtedness at any time and without notice or liability in any way to the Cardholder.
- 20.2 Clause 20.1 applies to such other accounts wheresoever situate, including those in the Bank's overseas branches and in different jurisdictions, and whether such other accounts is held by the Cardholder alone or jointly with others and whether or not such other accounts is current, savings, time deposit (whether matured or not) or otherwise.
- 20.3 The Bank may convert from one currency to another any money in any account of the Cardholder at such exchange rate as the Bank may, in its absolute discretion, select. Any risk or loss arising from conversion of any amount from one currency to another or from any fluctuation in any exchange rate shall be borne by the Cardholder.

21. GENERAL

- 21.1 The Bank's records (including computer and microfilm stored records) of all matters relating to eCash and/or the Card Account and any certificate signed by any of the Bank's officers stating the Indebtedness due and payable to the Bank as at any specified date shall be conclusive save for manifest error and the Bank may, in its absolute discretion, destroy any document relating to the Card Account after microfilming the same.
- 21.2 All notices, demands or other communication under this Agreement may be left at the Cardholder's last known address on the Bank's records; and/or sent by ordinary post to the Cardholder's last known address on the Bank's records; and/or sent by facsimile transmission to the Cardholder's last known residential or business number on the Bank's records; and/or sent by electronic mail to the Cardholder's last known electronic mail address on the Bank's records; and/or published in such manner as the Bank may select.
- 21.3 All communication is deemed to have been effectively served on the Cardholder on the date of delivery if delivered by hand; and three days immediately following the date of posting if sent by post; and on the date of transmission if sent by facsimile or electronic mail transmission; and on the date of publication if published.
- 21.4 Unless this Agreement otherwise provides, all communication, requests and instructions from the Cardholder must be in writing and in accordance with the Bank's prescribed procedure then prevailing.
- 21.5 The Cardholder must indemnify and keep the Bank fully indemnified against all claims, demands, actions and proceedings which may be made against the Bank and all damage, liability, loss, costs and expense (including legal costs on a full indemnity basis) which the Bank may incur, sustain or suffer, directly or indirectly, arising from or in connection with the use or misuse of the Card, the PIN with or without the Cardholder's knowledge or authority; and or/the negligence, misconduct or breach of any term and condition of this Agreement on the Cardholder's part; and/or otherwise arising out of or in connection with this Agreement.

- 21.6 The Bank reserves the right, at any time, in its absolute discretion and without notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any benefits, facilities and privileges in respect of or in connection with Card Account, whether specifically relating to the Cardholder or generally to all or specific Cardholders.
- 21.7 A request by mail, telephone, short messaging service, facsimile transmission or other means of communication to a merchant or the Bank for the supply of goods, services and/or other benefits to be charged to the Card Account, whether or not made or authorised by the Cardholder and whether or not a sales draft, voucher or document is signed by the Cardholder, is a valid Card Transaction and the Bank shall debit the Card Account with such Card Transaction.
- 21.9 The Bank is authorised to act on the instructions of the Cardholder given by the Cardholder by telephone or mobile telephone or facsimile transmission or other means of telecommunication ("telecommunication instructions") and the Cardholder agrees that the Bank is authorized to act on any telecommunication instructions which the Bank in its sole discretion believes emanate from the Cardholder and the Bank shall not be liable to the Cardholder for any loss or damage arising should such telecommunication instructions emanate from unauthorised individuals.
- 21.10 The Cardholder authorises the Bank to record the telephone calls of the Cardholder with the Bank, to provide a record of instructions. However, the Bank shall have sole discretion to decide whether and how such recording will be effected.
- 21.11 If any one or more of the provision of this Agreement or any part thereof is illegal, invalid or unenforceable under any applicable law in Brunei Darussalam, it will not affect the legality, validity or enforceability of the remainder of the Agreement in Brunei Darussalam nor the legality, validity or enforceability of this Agreement in any other jurisdiction.
- 21.12 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.
- 21.13 The Bank's failure or delay to exercise its rights and remedies under this Agreement is not deemed to be waiver or partial waiver thereof by the Bank and no wavier by the Bank of any breach of this Agreement on the Cardholder's part will be considered as a wavier of any subsequent breach of the same or any provision of this Agreement.
- 21.14 The Cardholder shall be bound by all terms and conditions governing the use of such facilities, benefits or services which may from time to time be made available to the Cardholder in connection with the Card Account. In the event of a conflict between this Agreement and such other terms and conditions, the former shall prevail and the latter shall be deemed to be modified so far only as it is necessary to give effect to this Agreement.
- 21.15 This Agreement is governed by the laws of Brunei Darussalam. The Cardholder hereby submits irrevocably to the non-exclusive jurisdiction of the courts of Brunei Darussalam.
- 21.16 The above terms and conditions are also subject to the Bank's applicable SMS Banking and Phone Banking terms of use.

Phone Banking Centre : **265 8000 / 1800 8008** toll free
SMS Banking : **875 5000**
Email : scb.brunei@bn.standardchartered.com
www.standaardchartered.com/bn

Incorporate in England with limited liability by Royal Charter 1853