

## STANDARD CHARTERED ESTATEMENT SERVICE

Standard Chartered Bank of Nos 51-55 Kompleks Jalan Sultan, Jalan Sultan, Bandar Seri Begawan, Brunei Darussalam ("the Bank") intends to offer to the holder of credit cards issued by the Bank ("the Customer") the service of receiving the Customer's monthly credit card statement by electronic mail ("the email statement"). The provision of this service ("the eStatement service") is subject to the following terms and conditions:

### 1. APPLICATION FOR THE ESTATEMENT SERVICE

- (a) The Customer may apply for the eStatement service by submitting to the Bank a completed application form or an online application form found at [www.standardchartered.com/bn](http://www.standardchartered.com/bn) together with all necessary supporting information and/or documents as may be specified by the Bank. The Bank takes no responsibility for the consequences of any incomplete information and/or documents furnished by the Customer. In the event of any changes in the information provided, the Customer will promptly notify the Bank. If the customer applies for the eStatement service by using the online application form, the Customer may be required to physically deliver to the Bank any document the Bank may specify to support the application.
- (b) In addition, the application can be made by the Customer by telephone to the Bank's Phone Banking Center for the eStatement service and in such circumstance the Bank may at its discretion require the Customer to provide the required information and/or documents for the application.
- (c) Upon the Bank receiving and approving the Customer's application for the eStatement service, the Customer will be required to create an access code for the purpose of opening and viewing the email statement. The access code to be provided by the Customer should have a minimum of 8 alphanumeric characters. The Customer is entirely responsible for ensuring that the access code is kept confidential without disclosure to any third party. The Bank accepts no responsibility for the consequences of the Customer failing to keep the access code confidential.
- (d) By applying for the eStatement service in the manner prescribed by the Bank, the Customer warrant and represent to the Bank that the Customer has the right and capacity to enter into this agreement and all information and/or documents furnished by the Customer to the Bank are correct and accurate and that further the Customer accepts the terms and conditions of this Agreement.
- (e) The Bank has the absolute right to approve or reject the Customer's application for the eStatement service without providing an explanation to the Customer if the application for the eStatement service is rejected.
- (f) The Customer may apply to the Bank to change the access code in writing at one of the Bank's branches or by telephoning the Bank or by sending an electronic mail to the Bank or by completing and sending to the Bank over the internet the form found on the website of the Bank.
- (g) The Bank may cancel the use of the eStatement service by the Customer at anytime without notice or reason to the Customer. Should the Bank decide to cancel the use of the eStatement service it shall revert to send the monthly credit card statement to the Customer by post or in such manner as the Bank may select.
- (h) Upon receiving the Customer's application, the Bank will verify the application with the Customer by whatever means deemed appropriate by the Bank.
- (i) For the Customer whose application for the eStatement service is approved the Bank shall reserve the right not to send to the Customer the monthly credit card statement by post.

### 2. DELIVERY OF eSTATEMENT

- (a) The eStatement will be sent by the Bank using electronic mail to the electronic mail address provided by the Customer on a monthly or other periodic basis as the Bank may deem fit.
- (b) Upon receiving the electronic mail from the Bank notifying the availability of the eStatement, the Customer may use the access code to open and view the eStatement. The eStatement will be in text/graphic pdf format, which will be encrypted with the access code.

### 3. MAINTENANCE OF EQUIPMENT AND ELECTRONIC MAIL ACCOUNT

- (a) The Customer will ensure that the Customer's computer or other equipment which the Customer uses to access the eStatement service is maintained properly and free from viruses and/or any software or programs which may cause damage to Customer's computer and/or to the computer system maintained by the Bank.
- (b) The Customer will provide the Bank with the Customer's electronic mail address to enable the Bank to send the eStatement by electronic mail to the Customer. It is the Customer's sole responsibility to ensure that the electronic mail address is functional.
- (c) The Customer will be responsible for installing the appropriate computer software such as Acrobat Reader on the Customer's computer, which is required to view the email Statement.

### 4. BREACH

- (a) If the Customer breaches any term of this Agreement, the Customer undertakes to compensate the Bank for any direct, indirect or consequential loss and/or damage whether foreseeable or not suffered by the Bank.

### 5. FEES AND CHARGES

- (a) The Bank reserves the right to levy a eStatement service charge on the Customer for the provision of the eStatement service by posting notice of such fees and charges in the banking hall of its premises in Brunei Darussalam and/or any other reasonable means of notification, and the Customer shall be bound immediately upon such posting or notification. The amount of the eStatement service charge may be determined by the Bank in its absolute discretion. Unless the Customer cancels the eStatement service, the Bank is entitled to debit the eStatement service charge to the Customer's card account with the Bank.

### 6. TERMINATION

Subject to the Bank's right to terminate the eStatement service, the Bank will terminate the eStatement service if the electronic mail address provided by the Customer is invalid or upon request by the Customer.

### 7. LIMITATION OF LIABILITY AND INDEMNITY

- (a) Where permitted by the Law, the Bank will not be liable for any loss, damage or injury in whatsoever manner directly or indirectly suffered by the Customer or any third party whatsoever and howsoever occasioned including but not limited to the following loss:
  - (i) Where the Bank is complying with any instruction given or purported to be given by the Customer;
  - (ii) Where the Customer is unable to utilize the eStatement service as a result of any action taken by the Bank or due to the Bank or the internet eStatement service provider carrying out system maintenance or the breakdown or unavailability of any network;
- (b) The Customer will indemnify the Bank against any liability, loss, damage, including all legal fees, which may be incurred by the Bank as a result of providing the eStatement service to the Customer or as a result of having to enforce the Bank's rights under this agreement.

### 8. SEVERANCE OF UNENFORCEABLE TERM

If any provision of this Agreement is unenforceable, such provision shall be severed from this Agreement without affecting the enforceability of the remaining provisions.

### 9. AMENDMENT OF AGREEMENT

The Bank may amend, add to, or delete any provision of these terms and conditions at its sole discretion, by posting notice of such changes in the banking hall of the Bank's premises in Brunei Darussalam, or posting notice of such changes near its ATM machines in Brunei Darussalam, and/or by any other reasonable means of notifications of such changes, and the Customer shall be bound by such changes immediately upon such posting or notification. If any such change is unacceptable, the Customer shall promptly discontinue the eStatement service. Continuing with the eStatement service after posting or notification of any such change shall be deemed to be agreement to such change in relation to the eStatement service.

### 10. MISCELLANEOUS

- (a) The terms and conditions are over and above the agreements between the Customer and the Bank in respect of the usage of the credit cards issued by the Bank.
- (b) The Customer means the principal credit cardmember and does not include or apply to the supplementary credit cardmember.
- (c) The Bank may (but is not obliged to) send its promotional materials or brochures to the Customer using the electronic mail to the electronic mail address provided by the Customer.
- (d) Customer shall ensure that their email box is maintained with sufficient space to receive eStatement.

### 11. CHOICE OF GOVERNING LAW

This Agreement is governed by the laws of Brunei Darussalam and the Customer hereby submits irrevocably to the non-exclusive jurisdiction of the courts of Brunei Darussalam.