

## Terms & Conditions Governing SMS Banking Facility

### Definitions:

In this document the following words and phrases have the meaning set below unless the context indicates otherwise:

**"Accounts"** shall mean bank account and/or credit card account and /or any other type of account so maintained by the Customer with Standard Chartered or any of its Affiliate for which the Facility is being offered or may be offered in future (each an "Account" and collectively "Accounts");

**"Affiliate"** of Standard Chartered shall mean and include:

- (a) any company which is the holding company or subsidiary of Standard Chartered, or
- (b) a person under the control of or under common control with Standard Chartered, or
- (c) any person, in which Standard Chartered has a direct or beneficial interest or control in more than 26% of the voting securities of such person

For the purpose of this definition of Affiliate and terms and conditions, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

**"Customer"** shall mean a customer of Standard Chartered or of an Affiliate or any person who has applied for any product/service of Standard Chartered.

**"Standard Chartered (SCB)"** shall mean

- (a) any person, body corporate, partnership, firm or other entity in which SCB directly or indirectly:
  - (i) owns more than half the capital or business assets; or
  - (ii) has the power to exercise fifty percent (50%) or more of the voting rights in such entity; or
  - (iii) has the legal power to direct or cause the direction or general management or affairs of the entity in question; or
  - (iv) has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing such entity; or
  - (v) has the right to manage the business of such entity;
- (b) any person, body corporate, partnership, firm or other entity which directly or indirectly has in or over SCB the rights or powers listed in (a) above ("a Controller"); and
- (c) any person, body corporate, partnership, firm or other entity in which a Controller directly or indirectly has the rights or powers listed in (a) above;

**"Facility"** shall mean SMS banking facility (which provides the Customers, services such as information relating to Account(s), details about transactions and such other services as may be provided on the Mobile Phone Number by Standard Chartered from time to time.

**"Mobile Phone Number"** shall mean the number specified by the Customer on the ATM, Website, through the call centre or in writing either through any Form provided by Standard Chartered or otherwise for the purpose of opening account or for availing the Facility.

**"Personal Information"** shall mean the information about the Customer obtained in connection with the Facility.

**"Website"** refers to [www.standardchartered.com](http://www.standardchartered.com) or any other website as may be notified by Standard Chartered from time to time.

In this document all reference to Customer in masculine gender shall be deemed to include the feminine gender.

### Applicability of Terms and Conditions

These terms and conditions together with the application made by the Customer and as accepted by Standard Chartered shall form the contract between the Customer and Standard Chartered, and shall be further subject to such terms as Standard Chartered may agree with the other service providers. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing the operation of the Account, Internet Banking and Phone Banking, relating to any/or any other product/services provided by Standard Chartered and its Affiliates.

### Application

The Customer shall apply to Standard Chartered for use of the Facility (and/or for any changes to the options available under the Facility) by use of Standard Chartered ATM or Phone Banking or Standard Chartered Internet Banking services or by any other method as provided by Standard Chartered from time to time including application through forms as prescribed by Standard Chartered from time to time for use of the Facility.

Application for the Facility shall be accepted only after authentication of the Customer through any mode of verification as may be stipulated by Standard Chartered from time to time as may be decided at the discretion of Standard Chartered.

Activation of the facility may take up to a minimum of 7 working days from the date of receipt of the application.

### Eligible Customer

The Customer desirous of using the Facility should be either a sole Account holder or authorised to act independently. In case of joint accounts, the written mandate of other account holders authorising the Customer to use the Facility would be required. All or any transactions arising from the use of the Facility in the joint account shall be binding on all the joint account holders, jointly and severally. An Account in the name of the minor, in which a minor is a joint account holder or any account where the mode of operation is joint, is not eligible for the Facility.

### Availability & Disclosure

Standard Chartered shall endeavor to provide to the Customer through the Facility, such services as Standard Chartered may decide from time to time. Standard Chartered reserves the right to decide what services may be offered to a Customer on each Account and such offers may differ from Customer to Customer. Standard Chartered may also make additions / deletions to the services offered through the Facility at its sole discretion. Only those Accounts opened with the Affiliates of Standard Chartered and attached to the respective Customer's ATM/Debit Card will be accessible through the Facility. The facility doesn't support more than one ATM/Debit Card per customer.

The Facility is made available to the Customer at his request, at the sole discretion of Standard Chartered and may be discontinued by Standard Chartered at any time, without notice. Standard Chartered reserves the right to offer the Facility for those Customers who are availing the services of specific cellular service providers only. The Facility is currently available to only to the Customers holding Accounts with Standard Chartered's branches in India. Standard Chartered shall have the discretion to offer the Facility to Non Resident Indians subject to applicable laws

The access of the Customer to the Facility shall be restricted to Customer availing the Facility through the Mobile Phone Number.

The instructions of the Customer shall be effected only after authentication of the Customer by means of verification of the Mobile Phone Number and/or through verification of SMS banking PIN allotted by Standard Chartered to the Customer or through any other mode of verification as may be stipulated at the discretion of Standard Chartered.

Standard Chartered shall endeavor to carry out the instructions promptly provided that Standard Chartered, shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including failure of operational system or due to any requirement of law.

### Authority to Standard Chartered

The Customer irrevocably and unconditionally authorises Standard Chartered to access all his Accounts for effecting banking or other transactions of the Customer through the Facility. The Customer further authorizes Standard Chartered to share the Account information with Third Party for the purpose of accepting/ executing request of the Customers.

### Records

All records of Standard Chartered generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to Standard Chartered.

### Instructions

All instructions for availing the services under the Facility shall be provided through the Mobile Phone Number in the manner indicated by Standard Chartered. The Customer is also responsible for the accuracy and authenticity of the instructions provided to Standard Chartered and the same shall be considered to be sufficient for availing of the services under the Facility.

Where Standard Chartered considers the instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any instruction of the Customer or act upon any such instruction as it may deem fit. Standard Chartered shall have the right to suspend the services under the Facility if Standard Chartered has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the Facility.

The Customer accepts that all information /instructions will be transmitted to and /or stored at various locations and be accessed by personnel of Standard Chartered (and its Affiliates). Standard Chartered is authorised to provide any information or details relating to the Customer or to third party to facilitate the providing of the Facility and so far as is necessary to give effect to any instructions.

### Accuracy of Information

The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of information provided by him to Standard Chartered at all times including for the purposes of availing of the Facility. Standard Chartered shall not be liable for consequences arising out of erroneous information supplied by the Customer. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall advise Standard Chartered as soon as possible. Standard Chartered will endeavor to correct the error wherever possible on a best effort basis.

While Standard Chartered and its Affiliates will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, Standard Chartered and its Affiliates shall not be liable for any inadvertent error, which results in the providing of inaccurate information. The Customer shall hold Standard Chartered harmless against any loss, damages etc. that may incurred / suffered by the Customer if the information supplied to the Customer turns out be inaccurate / incorrect.

### Disclaimer of Liability

Standard Chartered shall not be responsible for any failure on the part of the Customer to utilise the Facility due to the Customer not being within the geographical range within which the Facility is offered;

If the Customer has reason to believe that his mobile phone number is / has been allotted to another person and / or there has been an unauthorised transaction in his account and / or his mobile phone is lost, he shall immediately inform Standard Chartered under acknowledgment about the same.

The Customer agrees that Standard Chartered shall not be liable if

- a) the Customer has breached any of the terms and conditions herein or
- b) the Customer has contributed to or the loss is a result of failure on part of the Customer to advise Standard Chartered within a reasonable time about unauthorised access of or erroneous transactions in the Account; or

c) as a result of failure on part of the Customer to advise Standard Chartered of a change in or termination of the Customer's Mobile Phone numbers.

The Customer agrees that the access to the Facility shall be only through the Mobile Phone Number provided to Standard Chartered and any transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer.

Under no circumstance, Standard Chartered shall be held liable if the Facility is not available for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Standard Chartered. Standard Chartered shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the Facility shall render the Customer liable for payment of financial charges as decided by Standard Chartered or will result in suspension of the Facility to the Customer.

Standard Chartered is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by Standard Chartered in that behalf or otherwise) to the Customer, which may effect the Facility.

Standard Chartered, does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. Standard Chartered makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility .

Without limitation to the other provisions of this terms and conditions, Standard Chartered, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of Standard Chartered in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any cellular service provider and Standard Chartered's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, Standard Chartered's system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the Facility.

Notwithstanding anything in the contrary provided in this terms and conditions, Standard Chartered shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular services provider or any third party service provider (whether appointed by Standard Chartered in that behalf or otherwise).

The Customer agrees that Standard Chartered and / or its Affiliates may hold and process his personal information concerning his Accounts on computer or otherwise in connection with the Facility as well as for analysis, credit scoring and marketing. The Customer also agrees Standard Chartered may disclose, in strict confidence, to other institutions, such information as may be reasonably necessary for reasons inclusive of but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.

The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for damages to Standard Chartered.

The Customer is solely responsible for protecting his SMS Banking Password Identification Number

(SMS Banking PIN), mobile phone number and any other details that may be provided by Standard Chartered for the use of the Facility.

Standard Chartered will not be liable for:

- (a) any unauthorised use of the Customer's SMS Banking PIN, mobile phone or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's SMS Banking PIN or mobile phone number;
- (b) acting in good faith on any instructions received by Standard Chartered;
- (c) error, default, delay or inability of Standard Chartered to act on all or any of the instructions
- (d) loss of any information/instructions in transmission;
- (e) unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;

Standard Chartered will not be concerned with any dispute between the Customer and any cellular service provider and/ or any third party providing such services, through which the Facility is being provided by Standard Chartered. Standard Chartered makes no representation or gives no warranty with respect to the quality of the service provided by any cellular service provider. Standard Chartered may provide any other services as a part of the Facility and Standard Chartered shall not be liable for the oversight on part of the Customer to update himself with the addition of services which have been included in the Facility and specific services for each product as may be provided on the website of Standard Chartered and as will be available with the authorized call centers of Standard Chartered.

Indemnity

The Customer understands that on subscribing to the Facility, the Customer will be getting alphanumeric SMS messages, which may include Internet Banking activation code and/or SMS Banking PIN, Account Balances, Transactions, etc on the mobile number provided to Standard Chartered Bank. The Customer authorizes Standard Chartered Bank to send such SMS messages, including activation code/PIN to the Customer's mobile number. The Customer agrees that the risk of non-receipt and/or disclosure of all such SMS messages shall be fully borne by them.

In consideration of Standard Chartered providing the Facility, the Customer agree to indemnify and keep safe, harmless and indemnified Standard Chartered from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever Standard Chartered may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by use of the Facility. The Customer also confirm and agree that Standard Chartered Bank shall not be held responsible in any way for any losses that maybe suffered by the customer as a result of direct attacks and / or disturbance(s) technical or otherwise in the cellular network, Phishing & non-receipt and/or disclosure of the SMS messages to an unauthorized third party

The Customer holds Standard Chartered/ its Affiliates, harmless against any loss incurred by the Customer due to failure to provide the services offered under the Facility or any delay in providing the services due to any failure or discrepancy in the network of the cellular service provider.

The Customer confirms that in case of any change in the Customer's mobile number, the Customer will promptly inform the Bank and the Bank shall not be liable for any loss(es) sustained by the Customer if an SMS is sent to an old mobile number.

The Customer agrees to indemnify and hold Standard Chartered harmless for any losses occurring as a result of the:

- i. the Customer permitting any third parties to use the Facility.

ii. the Customer permitting any other person to have access to his mobile phone or as a consequence of leaving the mobile phone unattended or loss of mobile phone.

#### Fees

Standard Chartered shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, by notice to the Customer. The Customer may at any time discontinue or unsubscribe to the said Facility.

The Customer shall be liable for payment of all such airtime, SMS or other charges which may be levied by any cellular service provider in connection with availing of the Facility and Standard Chartered is in no way concerned with the same. The charges payable by the Customer to Standard Chartered is exclusive of the amount payable to any cellular service provider and maybe be debited by Standard Chartered from the account of the Customer on a monthly or quarterly or yearly basis.

The Customer shall be required to refer to the schedule of fees put up on the Website from time to time.

#### Modification

Standard Chartered has the absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavour to give prior notice of fifteen days by email or by displaying on the Website depending upon the discretion of Standard Chartered, whichever feasible, and such amended terms and conditions will thereupon apply to and be binding on the Customer.

#### Termination

The Customer may request for termination of the Facility any time by giving a written notice of at least 30 days to Standard Chartered. The Customer will remain responsible for any transactions made through his Mobile Phone Number through the Facility prior to the time of such cancellation of Facility

Standard Chartered may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Customer. Standard Chartered may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility. Standard Chartered shall endeavour to give a reasonable notice for withdrawal or termination of the Facility.

The closure of Accounts, expiry/hotlisting of the related ATM/Debit Card of the Customer will terminate the Mobile Facility. Standard Chartered may suspend or terminate Facility without prior notice if the Customer has breached these terms and conditions or Standard Chartered learns of the death, bankruptcy or lack of legal capacity of the Customer.

#### Notices

Standard Chartered and the Customer may give notice under these terms and conditions electronically to the mailbox of the Customer (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in case to Standard Chartered at its office at 23-25 M.G. Road, Fort, Mumbai 400 001. In addition, Standard Chartered shall also provide notice of general nature regarding the facility and terms and conditions, which are applicable to all customers of the Facility, on its Website and/ or also by means the customised messages sent to the Customer over his mobile phone as short messaging service ("SMS"). Such notice will be deemed to have been served individually to each Customer.

#### Governing Law

Any dispute or differences arising out of or in connection with the Facility shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

Standard Chartered accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India. The mere fact that the Facility can be accessed by a Customer in a country other than India does not imply that the laws of the said country govern these terms and conditions and / or the operations in the accounts of the Customer and / or the use of the Facility.

## SMS Banking Facility

### **Applicability**

All the terms and conditions as applicable to Standard Chartered SMS Banking Facility shall be applicable, unless excluded specifically or by necessary implication.

### Definitions:

In these Terms and Conditions, the following terms shall have the following meanings:

**"Alert(s)"** means the customised messages sent to the Customer over his mobile phone as short messaging service ("SMS") in response to the Triggers sent by the Customer.

**"Alert/Push Facility"** shall mean the service provide by Standard Chartered wherein a Customer can obtain specific information pertaining to his Account on his Mobile Phone number.

**"Request/Pull Facility"** shall mean facility through which Customers will be able to make requests about their Accounts by sending "key words" through SMS to Mobile Phone Number provided by Standard Chartered for the purpose.

**"Triggers"** means the customised triggers that are required to be set by the Customer with Standard Chartered which shall enable Standard Chartered to send the Alerts relating to his Account.

### **Applicability**

Primary savings account holders can avail of this service for accounts that are linked to their Standard Chartered ATM/Debit Card. Only one ATM/Debit card per customer/mobile number will be supported.

The mobile number as provided by the customer at the time of registering for this service will be used to Alerts. Standard Chartered at it's discretion may also use the last updated mobile number in the records of Standard Chartered to send the Alerts.

Such Alerts will be available to the Customer only if the Customer is within the cellular service range of the particular cellular service provider or within such area which forms part of the roaming network of such cellular service provider providing services to the Customer availing such roaming facility from respective cellular service provider.

### **Process**

To receive Alerts, the Customer will need to select and set all or any of the Triggers through a Standard Chartered ATM or through Standard Chartered Phone Banking or by logging into the internet banking account or by submitting an application in the prescribed format as applicable or by any other mode as notified by Standard Chartered from time to time.

The Customer shall be required to acquaint himself with the detailed process for using Mobile Alerts and Standard Chartered shall not be responsible for any error made by the Customer while setting the Triggers.

In setting of the Triggers by the Customer, the terms and conditions as applicable to Standard Chartered Phone Banking, Standard Chartered Internet Banking and Standard Chartered Mobile Phone Banking shall also apply.

The Customer acknowledges that Alert Facility will be implemented in a phased manner and Standard Chartered may at a later stage, at its discretion, send Alerts over email, expand the available Triggers or Alerts to meet Customer requirements, or may discontinue all or any of the facility/features. Standard Chartered may, from time to time, change the features of any Trigger or Alert. The Customer shall be required to keep himself informed of the available Triggers or Alerts, which will be made available on the Website.

Any Customer availing the Facility will be provided with Alert Facility and/or Request Facility as may be decided by Standard Chartered from time to time

Keywords for various information requests shall be as may be provided for, from time to time, including on the application forms, or available at Standard Chartered Phone Banking centers and/or on the Website.

### **Setting Triggers and Receiving Alerts**

Standard Chartered will not acknowledge receipt of any instructions or Triggers nor shall Standard Chartered be responsible to verify any Instructions or Triggers or the Customer's TPIN or password or Mobile Phone Number. Standard Chartered will endeavor to give effect to Instructions and Triggers on a best effort basis and as soon as practically possible for Standard Chartered.

Standard Chartered may, in its discretion, not give effect to any Triggers if Standard Chartered has reason to believe (which decision of Standard Chartered shall be binding on the Customer) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.

The Customer is responsible for intimating to Standard Chartered any change in his Mobile Phone Number or email address or Account details and Standard Chartered will not be liable for sending Alerts or other information over the Customer's mobile phone number/email address /fax number recorded with Standard Chartered.

The Customer acknowledges that to receive Alerts, his mobile phone number must be active and accessible. The Customer acknowledges that if the Customer's mobile phone number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by Standard Chartered, that particular message may not be received by the Customer.

Triggers will be processed by Standard Chartered after receipt and Standard Chartered shall have the discretion to determine the time taken to process such request. The Customer acknowledges that there shall be an intervening period between receipt of Triggers by Standard Chartered, process of the Triggers and the time that the Alerts are sent.

The Customer acknowledges that the Facilities provided is dependent on the infrastructure, connectivity and services provided by service providers engaged by Standard Chartered. The Customer accepts that timelines, accuracy and readability of Alerts sent by Standard Chartered will depend on factors affecting other service providers engaged by Standard Chartered. Standard Chartered shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Customer.

Standard Chartered shall endeavour to provide the Facility on a best effort basis and the Customer shall not hold Standard Chartered liable for non-availability of the Facility or non-performance by service providers, if any, engaged by Standard Chartered or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Alerts for the Customer's commercial, investment or business purposes) for causes which are not attributable to Standard Chartered. Standard Chartered shall not be liable in any manner to the Customer in connection with the use of the Facility.

The Customer accepts that each Alert may contain certain Account information relating to the Customer. The Customer authorises Standard Chartered to send Account related information, though not specifically requested, if Standard Chartered deems that the same is relevant. Standard Chartered shall not be held responsible for the confidentiality, secrecy and security of the Personal or Account information being sent through the Facility.

### **Fees**

Standard Chartered reserves the right to charge for the Alert Facility and revise such charges and such updates in charges shall be intimated to the Customer through Alerts/ display on the Website depending upon the discretion of Standard Chartered.