

SMS Banking services - Terms and Conditions

1: Definitions

When used in these Terms and Conditions, the following terms shall have the following meanings:

'Account(s)' mean/s any type of account/s including joint account/s maintained with the Bank.

'Alerts' means the customized messages sent by SMS over the Customer's mobile phone, email, or fax or any other modes of communication.

'Bank' means Standard Chartered Bank a banking corporation incorporated in England by Royal Charter and having its registered office at No.1, Aldermanbury Square, London EC2V 7SB, London, England and carrying on business at its Branch Office at 37, York Street, Colombo 1, Sri Lanka or any of its branches in Sri Lanka with which the Customer's Account is maintained;

'Customer' means any person resident in Sri Lanka who holds an Account with the Bank.

'Facility' means the SMS Banking facility granted by the Bank to the holder(s) of Standard Chartered Bank VISA / MasterCard and / or Account(s) and / or any other person / customer who utilizes products and/or services as may be made available and included on mobile phone by the Bank from time to time.

'MSP' means any mobile service provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.

'PIN' means the 6 digit PIN provided to the Customer by the Bank for authentication/verification by Bank of his/her identity. The customer will be able to obtain a range of financial information as determined by the Bank related to his/her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer by the Bank in connection with the Account(s) and Facility.

'Service Provider (s)' definition includes but is not limited to MSPs, organizations or individuals whose services the Bank uses in relation to SMS banking Service in any capacity,

'SIM' means the chip/card used by the Customer to access mobile services of the MSP.

'SMS' means short messaging service / text.

2: Availability

2.1 Upon the Customer requesting for this Facility the Bank may at its sole discretion grant and/or discontinue the Facility at any time without any prior notice. The Facility is currently available only to resident Customers with Account(s) with the Bank.

2.2 The Bank may wherever feasible extend the Facility to other MSPs from time to time.

2.3 The Customer assumes full responsibility for the security and confidentiality of his or her mobile phone, mobile phone number and PIN to be used in initially gaining access to his or her enrolled Account(s) through the use of his or her mobile phone and shall inform the Bank and MSP immediately of loss of phone or SIM to block the SIM.

2.4 The Facility may be extended by the Bank to any other accounts, products and / or services being offered by the Bank at the sole discretion of the Bank from time to time at the relevant foreign exchange rates as applicable.

2.5 The Bank also reserves the right to make any additions, alterations or deletions in the services offered through the Facility at any time.

2.6 The Customer shall inform the Bank immediately on surrendering or discontinuing use of the MSP's mobile connection.

3: Process

3.1 The Customer shall acquaint him/herself with the detailed process for using the Facility by acquainting him/herself with the attached operating instructions given to the Customer upon registration in the SMS banking instruction leaflet issued by the Bank. The Bank will not be held responsible for any error /omissions / misunderstandings by the Customer.

3.2 The Bank may, at its discretion, from time to time change the features of any Alerts / Facility. The Customer will be solely responsible for keeping him/herself updated of the available Alerts, which shall, on

best effort basis, be notified by the Bank through its website or through any other recognized medium of communication

3.3 The processing of registration form and activation service shall require a minimum of 5 working days from the date of submission of duly filled registration form.

3.4 The Bank is not bound to acknowledge the receipt of any query instructions nor shall the Bank be held responsible to verify any instructions. The Bank shall endeavor to accommodate instructions on a best effort basis and wherever operationally possible for the Bank.

3.5 The Customer is solely responsible for intimating in writing to the Bank any change in his/her mobile phone number, the Bank will not be held liable for sending/receiving Alerts or other information over the Customer's mobile phone number in any manner whatsoever.

3.6 The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services within Sri Lanka. The Customer accepts that timeliness, of Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its service providers shall be liable for non delivery or delayed delivery of Alerts, error, loss, distortion in transmission nor wrongful transmission of alerts to the Customer.

3.7 The Bank shall endeavour to provide the Facility on a best effort basis and the Customer shall not hold the Bank or its partner(s) responsible / liable for non availability of the Facility 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 investment or business purposes). Neither the Bank nor its Service Providers shall be held liable in any manner to the Customer in connection with the use of the Facility.

3.8 The Customer accepts that each Alert may contain certain Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested to persons as requested by the law or to persons the Bank deems that the same is relevant.

3.9 The Customer shall keep their SMS banking PIN secret at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and/or in case of any unauthorized use of his / her SMS Banking PIN.

3.10 The Customer shall keep the SIM and his/her mobile phone in secure /safe custody at all times. The Customer shall be solely responsible for the consequences in case the Customer fails to adhere to the above and/or in case of any unauthorized use of his/her mobile phone or SIM.

3.11 By agreeing to the Terms and Conditions mentioned herein, the Customer accepts the option to use the enhanced options, as and when they are made available by the Bank, which may include but not be limited to; transferring of funds, making bill payments, transferring from one currency to another. Upon the Bank offering the enhanced options, the Customer shall be advised of the fees charged if any for the various enhanced options made available. Such Alerts shall be charged on a per transaction basis or otherwise as determined by the Bank.

4: Addition and Withdrawal or Termination of Facility

4.1 The Bank reserves the right to introduce additional services with or without any notice to the Customer. The Bank reserves the right to send messages to the registered mobile phones regarding its products, services or any related matter, without the express consent of the Customer.

4.2 The Bank may, in its discretion, withdraw temporarily or terminate this Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily 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 temporary suspension of the Facility.

4.3 Notwithstanding the terms laid down in clause 4.2 above, either the Customer or the Bank may, for any reason whatsoever, terminate this agreement at any time with three (03) working days' prior written notice. Liabilities incurred by the Customer shall, however, survive the termination of this agreement.

5: Fees

5.1 The Bank may at any time, at its sole discretion, charge a fee for use of any or all of the Facility, through a notice to the Customer through any medium available.

5.2 Unless otherwise waived by the Bank, the Customer shall pay the Bank, fees and charges for the use of the service. The Bank is hereby authorized by the Customer to debit any of the Customer's Account (s) with the Bank in this connection and/or payment or satisfaction of any obligation / liability towards the Bank,

5.3 The Customer, shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the receiving and / or sending of the SMS, which may be levied by the MSP as per the agreement and any amendment(s) if any entered into by and between the Customer and MSP and the Bank is in no way concerned with the same.

6: Disclaimer

6.1 The Bank / its employee / contractual staff will not be liable for: (a) any unauthorized use of the Customer's PIN; (b) any unauthorized use of Customer's mobile phone number / instrument; (c) any unauthorized access to e mails of the Customer; (d) any fraudulent, duplicate or erroneous instructions given by use of the 6.1 (a), (b), (c); (e) acting in good faith on any instructions received by the Bank or as received under 6.1 (a), (b), (c), (d); (f) error, default, delay or inability of the Bank to act on all or any of the instructions; (g) the loss of any information / instructions/Alerts in transmission; (h) unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality; (i) any action taken by the Bank resulting from a failure by the Customer to notify the Bank under 2.6, 3.6

6.2 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery of the contents of each Alert,

6.3 The Bank shall not be held liable for any disruption or failure of providing mobile telecommunication services by MSP. The Customer agrees that any complaint in connection with the failure of mobile telecommunication services shall be referred to and addressed by the MSP.

6.4 All actions/instructions taken / given by a joint account holder in connection with the Facility shall be binding on the other joint account holders.

7: Disclosure

The Customer accepts that all information / instructions will be transmitted to and / or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Customer or his / her Card Account to the MSPs Agents and or related parties or any other service providers so far as is necessary to give effect to any instructions given by the Customer to the Bank.

8: Liability and Indemnity

The Customer shall indemnify and keep the Bank and its Service Provider(s) free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the Customer and / or a third party. In addition, the Bank shall not be liable for any cost, expense, claim, loss or damage arising from or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures or any Force Majeure event.

9: Amendment

The Customer hereby, agrees to abide by, without need of express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions as notified from time to time.

10: Governing Laws

These terms and conditions shall be governed by the Laws of Sri Lanka.

