

In consideration of the Bank agreeing to the customer's request that future statements be sent to the customer via electronic mail (e-mail) to such e-mail address as in the Bank's record and/ or as instructed by the customer through the Phone Banking Service ("Designated Email") or such other designated e-mail account as may be instructed by the customer from time to time (known as the "Service"), and the customer hereby agrees as follows:

(1) The customer shall agree to the terms and conditions relating to the Service as herein after provided, and the customer confirms that these shall be in addition to and not in substitution of the Bank's standard terms and conditions governing banking facilities and to the services which shall apply to the Service as if the said terms and conditions were repeated herein. In the event of a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail to the extent of such conflict. The use of the Service will constitute the customer's agreement to and receipt of these terms and conditions as well as the acknowledgement of the inherent risks in the transmission of eStatement via e-mail.

(2) The provision of this Service is at the Bank's discretion, and such Service may be modified, suspended, withdrawn, cancelled or discontinued by the Bank at any time. In the event of withdrawal, cancellation or discontinuance of the Service, the Bank shall notify the customer and shall revert to sending the statements in paper format to the customer's last mailing address appearing on the Bank's record. In the case of eStatement via email, the eStatement shall be attached together with the email notification. Once the Service is provided to the customer, the Bank will cease to provide the customer with printed and mailed statements.

(3) The customer is the owner and designated user of the Designated Email and shall take all necessary security measures and precaution to ensure that the Designated Email is not accessed by any unauthorized party. The customer agrees and confirms that the Bank does not warrant the timeliness, security, confidentiality or availability in the transmission of the eStatements to the Designated Email

(5) The Bank's system of transmission of the eStatements are proprietary to the Bank and the customer agrees to the non-exclusive sublicense of the system granted by the Bank for use of the Service. The Customer is aware that any unauthorized use of the system by the customer or through parties (whether authorized or unauthorized by the customer) may result in civil action being taken against the customer by the Bank. The customer shall not (whether by self or otherwise) re-engineer, modify, disseminate, copy, decompile any software within the system or otherwise owned or provided by the Bank

(6) The customer will is required to check all eStatements for any unauthorized transactions. If the customer should be aware of notices any unauthorized transaction(s) on any of the eStatements, the customer must notify the Bank immediately.

(7) The customer is aware that the Bank never makes any request from the customer to provide the customer's account or security details via email. Where the customer has requested for eStatement to be sent to the customer to the customer's Designated Email, the customer acknowledges that the eStatement can be accessed/viewed normally by accessing the customer's email account as the eStatement shall be sent to the customer's email address designated by him/ her to benefit from this service. The customer acknowledges that the customer is responsible for checking the eStatement for any unauthorized transactions and that if the customer is aware of any unauthorized transaction(s) on any of the eStatements, the customer must immediately notify the Bank. If the customer is aware of or suspects that the details of the eStatement is known to someone else, the customer must notify the Bank immediately.

(8) The customer agrees that from time to time the Bank may advertise its products and services, and those of other companies in the Standard Chartered Bank Group, through the eStatement Service.

(9) The customer acknowledges that the Bank will use its best endeavours to ensure the security of the Service. Notwithstanding the foregoing, the customer agrees that the Bank shall not be liable in any manner for any disruption, unavailability of the Service, communication, electrical or network failure that may result in the eStatements being incomplete, unavailable or delayed in transmission. The customer further acknowledges that the use of and the transmission of information via email may not be guaranteed to be secure. The customer acknowledges that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and the customer acknowledges that transmission may be disrupted, interrupted, delayed or incorrect. The customer shall not hold the Bank responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with the customer use of the Service including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails or internet transmission or other communication equipment or facilities. For the avoidance of doubt, the Bank shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss, even if the Bank shall have been advised of the same.

(10) The customer will not hold the Bank responsible for any consequences that may arise as a result of any online communication between the customer and the Bank which may be lost in transmission (whether in whole or in part).

(11) The customer acknowledges and agrees that the Bank shall have the right to amend any term(s) of this agreement at any time by giving such notice in writing to the customer, whether by mail, facsimile, e-mail notification or otherwise or by placing prominent notices at the Bank's offices or branches and the customer agrees to be bound by the same.