



Revisions to our General Banking Terms and Conditions Effective 1 January 2024

Dear Valued Clients, kindly be informed on the revisions (as shown in blue) to our General Banking Terms and Conditions as per the table below:

Previous Clause/s	Revised/New Clause/s
<p>Part A – Standard Terms</p> <p>5 Liability of the parties</p> <p>5.1 <u>Standard Chartered Bank's liability</u></p> <p>We are not liable for any Loss that you suffer or incur in connection with:</p> <ul style="list-style-type: none"> (a) any Account, Service or Channel; (b) us acting in accordance with the Agreement or complying with any applicable law; (c) any act or omission on the part of any other member of the Standard Chartered Group; or (d) any Force Majeure event, <p>whether the Loss arises out of breach of contract, a tort, under statute or otherwise.</p> <p>We remain liable for your direct Loss caused by any fraud, gross negligence or wilful misconduct on our part. We exclude any liability for indirect or consequential Losses or loss of profit whether or not they were foreseeable or likely to occur.</p> <p>If we are liable, our total liability for all Losses suffered or incurred by you in a calendar year relating to the Agreement will, to the fullest extent permissible by applicable law, be limited to US\$100,000 or its equivalent.</p>	<p>Part A – Standard Terms</p> <p><u>Local Terms - Malaysia</u></p> <p><u>14.11 Liability of the parties</u></p> <p>For Malaysia, the following paragraphs under this section will be amended by the deletion of the words which have been struck through and insertion of the words which are underlined, as follows:</p> <p>5.1 <u>Standard Chartered Bank's liability</u></p> <p>We are not liable for any Loss that you suffer or incur in connection with:</p> <ul style="list-style-type: none"> (a) any Account or Service; (b) <u>your use of</u> Channel <u>not in accordance with these terms and conditions;</u> (c) us acting in accordance with the Agreement or complying with any applicable law; (d) any act or omission on the part of any other member of the Standard Chartered Group; or (e) any Force Majeure event,; or (f) <u>your failure to comply with clause 2.5(e) above;</u> <p>whether the Loss arises out of breach of contract, a tort, under statute or otherwise.</p> <p>We remain liable for your direct Loss caused by any fraud, gross negligence or wilful misconduct on our part. We exclude any liability for indirect or consequential Losses or loss of profit whether or not they were foreseeable or likely to occur.</p> <p>If we are liable, our total liability for all Losses suffered or incurred by you in a calendar year relating to the Agreement will, to the fullest extent permissible by applicable law, be limited to US\$100,000 or its equivalent.</p>



6. How does this agreement work?

You will be required to provide your Authorised Acceptance to confirm your agreement to this booklet governing your relationship with us. This booklet is divided into the following parts:

- (a) **Part A (Standard Terms)** – the general terms and conditions regarding the opening and operation of your Cash Account (including access to “*Straight2Bank Web*”) and any other banking products and services you have requested and we have agreed to provide to you;
- (b) **Part B (Regulatory Compliance Statement)** – important regulatory requirements that apply to your relationship with us;
- (c) **Part C (Trade Services), Part D (Lending Services) and Part E (Terms and Conditions for Foreign Exchange Business)** – a range of additional products and services which you may apply for and / or be offered from time to time and additional terms and conditions applicable to them; and
- (d) **Part F (Definitions and Interpretations)** – the meaning of key words which we have used in this booklet.

Note: Part A (Standard Terms), Part B (Regulatory Compliance Statement) and Part F (Definitions and Interpretations) apply to our relationship with you and are **not** limited to the accounts, products and / or services.

For example, if you apply for a short term facility, then **Part D (Lending Services)** will apply in addition to **Part A (Standard Terms), Part B (Regulatory Compliance Statement) and Part F (Definitions and Interpretations)**.

At the end of each of this booklet, you will find a section titled “Local Terms”. Each of these sections contains terms and conditions specific to the country or territory in which our products and services are offered to you, and may amend the terms and conditions found in the general sections of each of these parts. It is therefore important that you read, understand and pay particular attention to the terms and conditions contained in each of these sections.

For accounts: When you apply to open accounts with us, you will be offered Cash Accounts (together with certain payment and collection services) and access to “*Straight2Bank Web*”.

For additional products and services: When you apply for additional products and services, you may be required to acknowledge in the application form, facility letter / set-up forms or such other transactional document that you have read and agreed to **Part C (Trade Services), Part D (Lending Services) and / or Part E (Terms and Conditions for Foreign Exchange Business)** of this booklet. These terms and conditions will only take effect when you apply for and / or are offered the relevant product and service and should be read in addition to **Part A (Standard Terms), Part B (Regulatory Compliance Statement) and Part F (Definitions and Interpretations)**.

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- (d) **Part F (Definitions and Interpretations)** – the meaning of key words which we have used in this booklet.

Note: Part A (Standard Terms), Part B (Regulatory Compliance Statement) and Part F (Definitions and Interpretations) apply to our relationship with you and are **not** limited to the accounts, products and / or services.

For example, if you apply for a short term facility, then **Part D (Lending Services)** will apply in addition to **Part A (Standard Terms), Part B (Regulatory Compliance Statement) and Part F (Definitions and Interpretations)**.

At the end of each of ~~Part A, Part C, Part D and Part E~~ this booklet, you will find a section titled “Local Terms”. Each of these sections contains terms and conditions specific to the country or territory in which our products and services are offered to you, and may amend the terms and conditions found in the general sections of each of these parts. It is therefore important that you read, understand and pay particular attention to the terms and conditions contained in each of these sections.

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For Malaysia, the following paragraphs under this section will be amended by the deletion of the words which have been struck through as follows:

13.4 Information we collect, use, and disclose

We may in addition to the disclosure rights in the General Banking Terms and Conditions (see Part B (Regulatory Compliance Statement)), disclose any information provided by or relating to you:

(a) Your information

Your information comprises all the details we (including persons acting on our behalf) hold or collect about you, your transactions, your financial information, and information about you obtained from you, your interactions and dealings with us and any third party, including information received from third parties and information collected through your use of our Straight2Bank banking services.

(b) Purposes for which we use your information

We or any member of the Standard Chartered Group may use your information to (1) provide you with a product or service, (2) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the Standard Chartered Group and any internal policies and procedures of any member of the Standard Chartered Group and (3) meet any administrative, business, legal or regulatory purpose, including the following:

- (i) processing your applications for products and/or services, payments, transactions and your (or your authorised person's) instructions(s) or request(s);
- (ii) providing you with products and services (including any Straight2Bank service);
- (iii) communicating with you on your account(s), product(s) or transaction(s), and notifying you about important changes to the features, terms and conditions, and operations of those products or services;
- (iv) assessing your suitability for products and services offered by us;
- (v) operational purposes;
- (vi) statistical analysis (including behavioural analysis and profiling);
- (vii) establishment, continuation and management of your banking relationship with us and your account with us or, where applicable, any member of the Standard Chartered Group;
- (viii) security, identity verification, sanctions screening, due diligence checks, and training purposes;
- (ix) performing credit risk assessments including credit checks and setting credit limits, anti-money laundering, financial and fraud risk assessments and checks;
- (x) enforcing your obligations (including collection of outstanding amounts owed to us by you and/or your security provider), debt recovery, adjustment of your credit limit of relevant accounts, and establishing or implementing a scheme of financial arrangement with you;

For Malaysia, the following paragraphs under this section will be amended by the deletion of the words which have been struck through as follows:

13.4 Information we collect, use, and disclose

We may in addition to the disclosure rights in the General Banking Terms and Conditions (see Part B (Regulatory Compliance Statement)), disclose any information provided by or relating to you:

(a) Your information

Your information comprises all the details we (including persons acting on our behalf) hold or collect about you, your transactions, your financial information, and information about you obtained from you, your interactions and dealings with us and any third party, including information received from third parties and information collected through your use of our Straight2Bank banking services.

(b) Purposes for which we use your information

We or any member of the Standard Chartered Group may use your information to (1) provide you with a product or service, (2) comply with obligations and requirements under any local or foreign laws or regulations applicable to any member of the Standard Chartered Group and any internal policies and procedures of any member of the Standard Chartered Group and (3) meet any administrative, business, legal or regulatory purpose, including the following:

- (i) processing your applications for products and/or services, payments, transactions and your (or your authorised person's) instructions(s) or request(s);
- (ii) providing you with products and services (including any Straight2Bank service);
- (iii) communicating with you on your account(s), product(s) or transaction(s), and notifying you about important changes to the features, terms and conditions, and operations of those products or services;
- (iv) assessing your suitability for products and services offered by us;
- (v) operational purposes;
- (vi) statistical analysis (including behavioural analysis and profiling);
- (vii) establishment, continuation and management of your banking relationship with us and your account with us or, where applicable, any member of the Standard Chartered Group;
- (viii) security, identity verification, sanctions screening, due diligence checks, and training purposes;
- (ix) performing credit risk assessments including credit checks and setting credit limits, anti-money laundering, financial and fraud risk assessments and checks;
- (x) enforcing your obligations (including collection of outstanding amounts owed to us by you and/or your security provider), debt recovery, adjustment of your credit limit of relevant accounts, and establishing or implementing a scheme of financial arrangement with you;



<ul style="list-style-type: none"> (xi) conduct market research and surveys with the aim of improving our products and services; (xii) if you register or participate in any contest, lucky draw, campaign, promotion event, survey or questionnaire (collectively, promotions), we may use your information to administer these promotions. These promotions may contain additional terms and conditions that govern the collection, use and disclosure of your information; (xiii) to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including the Standard Chartered Group's policies), good practice, government sanctions or embargos, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body; (xiv) for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime); (xv) to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights; (xvi) compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes; (xvii) for surveillance of premises; (xviii) internal purposes such as auditing, periodic credit and financial reviews of your accounts(s), data analysis, developing and improving our products and services through assessment and analysis of your information, testing new systems and checking upgrades to existing systems, updating, consolidating, management and improving the accuracy of your information in our records, undertaking transactional analysis, and evaluating the effectiveness of marketing for market research and training, monitoring our compliance with law, regulation, orders, directives or requests of any tribunal, authority, enforcement agency, exchange body, or regulator and as required by agreement with any regulator or any authority, and the Standard Chartered Group's policies; (xix) evaluating lending and other risks within the Standard Chartered Group and to support our and the Standard Chartered Group's business, financial and risk monitoring, planning and decision making; (xx) comply with court orders, exercise and protect ourselves against harm to our rights and property interests and defend our legal rights; and (xxi) such other purpose as we may notify and seek your consent from time to time. 	<ul style="list-style-type: none"> (xi) conduct market research and surveys with the aim of improving our products and services; (xii) if you register or participate in any contest, lucky draw, campaign, promotion event, survey or questionnaire (collectively, promotions), we may use your information to administer these promotions. These promotions may contain additional terms and conditions that govern the collection, use and disclosure of your information; (xiii) to comply with any local or foreign laws, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the Standard Chartered Group and any authority, regulator, or enforcement agency, policies (including the Standard Chartered Group's policies), good practice, government sanctions or embargos, reporting requirements under financial transactions legislation, and demands or requests of any authority, regulator, tribunal, enforcement agency, and exchange body; (xiv) for the prevention, detection, investigation and prosecution of crime in any jurisdiction (including without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime); (xv) to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights; (xvi) compliance with Standard Chartered Group's policies and procedures, and any legal, regulatory or business purposes; (xvii) for surveillance of premises; (xviii) internal purposes such as auditing, periodic credit and financial reviews of your accounts(s), data analysis, developing and improving our products and services through assessment and analysis of your information, testing new systems and checking upgrades to existing systems, updating, consolidating, management and improving the accuracy of your information in our records, undertaking transactional analysis, and evaluating the effectiveness of marketing for market research and training, monitoring our compliance with law, regulation, orders, directives or requests of any tribunal, authority, enforcement agency, exchange body, or regulator and as required by agreement with any regulator or any authority, and the Standard Chartered Group's policies; (xix) evaluating lending and other risks within the Standard Chartered Group and to support our and the Standard Chartered Group's business, financial and risk monitoring, planning and decision making; (xx) comply with court orders, exercise and protect ourselves against harm to our rights and property interests and defend our legal rights; and (xxi) such other purpose as we may notify and seek your consent from time to time.
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<p>Part B – Regulatory Compliance Statement</p> <p>2. Privacy</p> <p>Client Information may include Personal Data of your Data Subjects. You are responsible for ensuring that the collection and provision of Personal Data you provide to us is conducted in accordance with applicable Laws.</p> <p>Our Privacy Notice (www.sc.com/en/privacy-policy) outlines how the Group processes Personal Data. You will ensure that your Data Subjects are aware of our Privacy Notice and that they acknowledge, or (where required) agree, to the processing and sharing of their Personal Data as described in the Privacy Notice.</p> <p>"Data Subject" means an individual whose Personal Data we receive in the course of our banking relationship with you, including your direct and indirect beneficial owners, directors, officers, employees, agents and authorised persons.</p> <p>"Personal Data" means data that, by itself or together with other information, identifies, or is otherwise about, an individual.</p> <p>For Malaysia, the Privacy Statement (https://www.sc.com/my/data-protection-privacy-statement) outlines how Standard Chartered Bank Malaysia Berhad processes Personal Data. You agree to make your Data Subjects aware of our Privacy Statement.</p>	<p>Part B – Regulatory Compliance Statement</p> <p>2. Privacy</p> <p>Client Information may include Personal Data of your Data Subjects. You are responsible for ensuring that the collection and provision of Personal Data you provide to us is conducted in accordance with applicable Laws.</p> <p>Our Privacy Notice (www.sc.com/en/privacy-policy) outlines how the Group processes Personal Data. You will ensure that your Data Subjects are aware of our Privacy Notice and that they acknowledge, or (where required) agree, to the processing and sharing of their Personal Data as described in the Privacy Notice.</p> <p>"Data Subject" means an individual whose Personal Data we receive in the course of our banking relationship with you, including your direct and indirect beneficial owners, directors, officers, employees, agents and authorised persons.</p> <p>"Personal Data" means data that, by itself or together with other information, identifies, or is otherwise about, an individual.</p> <p>For Malaysia, the Privacy Notice (https://www.sc.com/my/privacy-notice/) outlines how Standard Chartered Bank Malaysia Berhad processes Personal Data. You agree to make your Data Subjects aware of our Privacy Notice.</p>
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Other terms remain unchanged.

Please refer to the full revised General Banking Terms and Conditions at: <https://www.sc.com/my/consumer-banking-terms-conditions/>

If you have any questions, please email to our Client Care Centre at Malaysia.Feedback@sc.com or connect with us via Live Chat at sc.com/my (operation hours from 9am-12 am, Monday to Friday).