

## **THE LEGAL MUMBO JUMBO**

WE PAID OUR LAWYERS FOR THIS, AND TO GET OUR MONEY'S WORTH, WE WANT YOU TO READ IT ALL, CERTAINLY BEFORE YOU GO ON ENJOYING YOURSELF ON THIS WEBSITE WITHOUT KNOWING WHAT YOU ARE IN FOR. NO EXCUSES.

## **WELCOME TO THE MANHATTAN WEBSITE**

### **TERMS AND CONDITIONS!**

For starters, we at the **STANDARD CHARTERED BANK** welcome you, a friend of our MANHATTAN Card community. We promise you a great time browsing through this Website, but hey, there are rules out there you'd better know before you do.

We don't want to demand yet another signature on you, so it is this simple: when you visit us at this Website or use any of the good stuff that we offer here, that indicates to us that you have, in legal mumbo jumbo, accepted these Website Terms and Conditions ("Ts & Cs") as "binding and enforceable" on you. If you don't like the idea of being "bound" by any of these legal stuff, sorry, we will have to say "goodbye" as we show you the door.....

### **WHO WE ARE**

We are the United Arab Emirates Branch of the Standard Chartered Bank, incorporated in England and Wales with limited liability by Royal Charter 1853, under reference ZC18 and our principal office is in England at 1 Aldermanbury Square, London, EC2V 7SB. You can reach us in United Arab Emirates at this address: Al Fardan Building, PO Box 999, Dubai, U.A.E.

We are the issuer of the MANHATTAN Card and the owner of this Website.

### **IT'S A SMALL WORLD**

Small as it is, we can never always (only sometimes) guess where you are. We'd like to believe that honesty is the best policy, so if you are anywhere outside UAE (where we are), for goodness sake, ask your fellow countrymen (the law-abiding ones) whether legal trouble awaits before you show any interest in what we are offering. Don't say we didn't warn you. One more thing: our lawyers say that you should know that these Ts & Cs are "governed by laws of the UAE and subject to the non-exclusive jurisdiction of the Courts of Dubai. in the (unlikely) event of any dispute between us". A mouthful, but for what it's worth, don't doubt the lawyers.

### **WHAT WE DO AND DO NOT**

Please don't expect us to offer, sell, recommend or give you advice not concerning credit cards. Well, actually we do, but not from this Website, and certainly not in countries where we are not permitted to do so.

The good stuff we have on this Website is not always available everywhere, and like all things, may change anytime. All such cool stuff must come with a price: boundaries (called "applicable terms and conditions"), and our fees and other charges (yes, we've got to eat too!). Read on, and call us if you want to know more.

### **GETTING BETTER**

We will want to beat every web publisher's dream to have the coolest site on Earth, so be prepared that we will keep changing what you see on this Website. Got wacky ideas? Tell us!

## **DON'T BLAME US**

(This is important so the laws of some countries say we have to shout it - so don't be alarmed.)

WHAT YOU SEE IS WHAT YOU GET. DON'T RELY ON EVERYTHING YOU SEE AS GOOD ENOUGH FOR YOU. YES, WE TAKE GREAT PRIDE IN THE CONTENTS OF THIS WEBSITE, BUT HEY, IT IS AFTER ALL STILL A WEBSITE, AND WEBSITES CANNOT TAKE THE PLACE OF PROFESSIONAL ADVISORS.

WE CANNOT AND DO NOT WANT YOU TO BELIEVE (CALLED "REPRESENT") THAT THIS WEBSITE IS ANYTHING MORE THAN A WEBSITE FOR CURIOUS MINDS. WE BELIEVE (CROSS OUR HEARTS) SOME THINGS TO BE CORRECT, BUT WE STAND CORRECTED IF FOUND NOT TO BE ACCURATE OR UP-TO-DATE. LIKE THE LEGAL FOLKS SAY, "NO WARRANTY, IMPLIED OR EXPRESS" HERE. WANT TO CHECK OUT SOMETHING WE SAID HERE? TALK TO YOUR PROFESSIONAL ADVISORS. RELY ON THEM WHEN MAKING YOUR SERIOUS BUSINESS, BANKING OR INVESTMENT DECISIONS.

DON'T BLAME US IF YOU LOSE ANY OF YOUR POSSESSIONS, SUFFER ANY PAIN, CONTRACT ANY VIRUS OR GET ATTACKED BY WORMS (READ ON). WE WILL NOT BE "LIABLE"!!

## **NASTY VIRUSES & OTHER PAINS**

Heard of "viruses"? Much as we don't like them, they lurk everywhere, maybe even here. Try as we might, there is no stopping them if they barge their way in here. Look out! HERE IS THE LEGALESE (WE PAY OUR LAWYERS, YOU KNOW): WE CANNOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY ANY SUCH VIRUSES, OR ITS MANY VARIANTS SUCH AS WORMS, TROJAN HORSES, OR OTHER MALICIOUS CODE.

You will have learnt by now that along with death and taxes, the third certainty in life is computer downtime. While we throttle our techies when we get any downtime, they say the computers don't obey them all the time (we wonder why too). So don't get too agitated, will you, if you are not able to access this Website or any of the good stuff here.

ONCE AGAIN, TO APPEASE THESE LAWYERS, HERE GOES: WE CANNOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY SUCH DOWNTIME.

## **LINKS ARE ON THE HOUSE BUT DON'T BLAME US**

SOMETIMES OUT OF SHEER KINDNESS, WE MAKE IT EASY FOR YOU TO MEET OUR FRIENDS ON THE WEB, VIA LINKS. BUT DON'T THINK THAT WE AGREE WITH WHAT THEY DO OR SAY ON THEIR TURF; ACTUALLY, WE MAY NOT EVEN LIKE THEIR OWNERS... SO NO "WARRANTY OR ENDORSEMENT" OF THESE WEBSITES AND CERTAINLY NO "ASSOCIATION WITH THE OWNERS". LAST BUT NOT LEAST, NO "LIABILITY" FOR SUCH KINDNESS.

## **BEFORE YOU TELL US ANYTHING**

We love to know you and all that you want to tell us about you. But know this: we may want to share some of these bits of information with our friends. Before you send us any juicy info or personal particulars, read our **Personal Space Policy**: [click here](#) .

## **EVEN MORE TO READ**

Yes, there's more! Remember the boundaries (called "applicable terms and conditions"), and

our fees (what we live on)? Some products, services and stuff on this Website will come with some more boundaries and fees!

### **BEFORE YOU E-BANK**

If you use our electronic banking services, check out our E-Banking Terms And Conditions. [Click here.](#)

### **PLEASE PROTECT US**

(Turning up the volume again)

IN RETURN FOR ALL THE FAVOURS WE DO FOR YOU, WE WILL BE LOOKING TO YOU FOR SOME APPRECIATION (IT'S CALLED "INDEMNITY" HERE). IF YOU (OR ANYONE WHO PRETENDS TO BE YOU, AS IN USING YOUR ID AND PASSWORD, CALLED "YOUR IMPOSTOR") DISAPPOINTS US IN ANY WAY OR BRINGS US ANY PAIN, LOSS OF ANY OF OUR POSSESSIONS OR GET US INTO TROUBLE WITH THE LAW OR LAWYERS (AND THEIR BILLS!), WHETHER IT IS BECAUSE:

- (a) YOU (OR YOUR IMPOSTOR) BREACH (ES) ANY OF THESE Ts & Cs; OR
- (b) OF YOUR (OR YOUR IMPOSTOR'S) ACCESS OR USE OF THIS WEBSITE OR ANY OF THE GOOD STUFF FROM OR VIA THIS WEBSITE;

THEN, SORRY, YOU WILL HAVE TO MAKE GOOD ALL OF IT (IT'S CALLED "INDEMNIFY" HERE) TO US BY PAYING US A BUNCH OF MONEY EQUAL TO WHAT WE HAVE SUFFERED OR WILL SUFFER.

### **NOTHING PERSONAL**

Really, if you misbehave or refuse to toe the line, or if we cannot help but change our minds about you, we might have to reconsider our friendship. We might want out without telling you, so try not to be surprised. Don't ask why, when or where: it's nothing personal really.

### **NOT YOURS**

Everything you read, see, hear, smell, touch (except that keyboard of yours) and feel at this Website belongs to us, and we are very possessive about them. This is called "copyright". So don't try copying, downloading, distributing, or publishing any of this stuff (all of which are called "breach of copyright") unless you ask and we say in writing, "go ahead" (called "written consent"). And don't even think of inserting a hyperlink to this Website on any other website or do what the techies call, "mirror or frame" any material on this Website on any other server: we will get you!

In case you need more leads, here are some samples of what belongs to us:



"STANDARD CHARTERED BANK",

### **M A N H A T T A N**

These marks names and logos (and more) are what our legal eagles call "trade marks and service marks" of Standard Chartered PLC and used by Standard Chartered Bank and companies within the Standard Chartered Group or our business associates, stuff you should not (we repeat) use, copy or download without our written consent.

On the flip side, know that anything you choose to tell us or give us through this Website will give us a "worldwide royalty-free perpetual licence to use the copyright and intellectual property rights in such information or materials for any purpose and we may without limitation, copy, transmit, distribute and publish the same, unless the applicable law does not permit us to do so". That's quoting our lawyers again.

There are no secrets unless they are secrets. So make us agree (seriously, in writing) to uphold your secrets if you have any. Otherwise, don't send us any secret stuff!

### **IGNORE THESE HEADINGS**

All headings in these Ts and Cs are only pointers and do not mean anything, with no legal effect. But aren't you glad you have read them anyway?

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### **PERSONAL SPACE POLICY**

This Data Protection and Privacy, eh we mean, Personal Space Policy ("**Policy**") relates only to information that you give us through this Website ("**Data**"). If we have received anything on or about you outside this Website, that would not fall within this Policy.

### **KUDOS TO THOSE WHO RESPECT**

We, the **Standard Chartered Bank ("SCB")**, respect the privacy of your personal information.

### **WE BELIEVE YOU CONSENT**

If you give us any Data, you also give us your consent that we may deal with such Data under this Policy. Otherwise, please don't give us any Data.

### **WE CAN DO, AND WE WILL**

We will treat your Data with some decency, like keeping it to ourselves and people we trust (such as companies within the SCB Group), and with some security measures in place. There are also certain persons we might have to share your Data with, like our regulators, our lawyers, **our auditors, our third party service providers, any agent acting on our behalf, any referee whose details are provided to us by you, our business alliance partners, and our insurers.**

Don't worry, we will otherwise not share your Data with any one else unless you agree, or if, as law-abiding folks, we have to ... well, abide by any law that requires us to share your Data. Sometimes, we will merge your Data with that of our other customers so that your Data won't be specific anymore. Guess there's no problem sharing the general Data freely then.

### **NO VENTURE, NO GAIN**

We rely on the universal convention that if you give us your phone number, fax number, address, or email address, it would not be for no reason, so we will use them to contact you.

We will use the Data to provide you with the services you have requested at this Website, update and enhance our records, improve the design and marketing of our range of services and related products for customer use, to continually monitor and improve our services to customers like you and to keep you informed about our products, services and other opportunities, and where applicable, to consider and process your requests.

## **IT'S AN IMPERFECT WORLD, BUT NOT FOR SOME**

Nothing in this world is perfect and we do live in this world. Yet, the data protection standards we use for ourselves are internationally recognised standards of protection and in compliance with the relevant laws.

We, as part of the SCB Group, have a self-imposed mandatory IT security policy, pitched at a standard similar to the relevant elements of British Standard 7799.

We will keep your Data for as long as we need it, want it or have to at law, as law-abiding folks. After that, we destroy it.

## **COOKIES FOR ALL**

Not something you can eat, this cookie. Better than that, it's a small amount of data that our web server sends to your web browser when you visit our Website, stores clues like your user id, password and your visit details so that on your next visit, we may extend a warmer welcome. Fresh cookies are 'baked' with each new visit. If your browser is set to reject cookies, don't scream when you get turned away from some pages the next time you return.

## **HOPE NOT TO HEAR FROM YOU**

But we will want to hear from you if some Data of yours is disturbingly wrong or even (when it shouldn't be) there at all. Don't lose sleep over it: drop us a line and reimburse us (if what you want us to do costs money), and we will do what we can never to have to hear from you again, about this at least. Write us at Legal & Compliance Department, 2<sup>nd</sup> Floor, Al Fardan Building, PO Box 999, Dubai, U.A.E.

## **WE CHANGE, WHO DOESN'T?**

We never stop learning, and want to outdo ourselves all the time. Let us surprise you: check this Policy for updates before you send us any new Data. Anyway you should because the latest Policy will always apply to any new Data you send to us.

## **HANG LOOSE**

We don't call this a policy for nothing. Of course we believe in it, sure try to live by it. But it's no legal clout, this one, so don't hold it against us.

## **LIVE AND LET LIVE**

But isn't this what life is all about? Sorry, we have to shout, again, but this is kinda important: "BY PROVIDING US WITH YOUR DATA, YOU AGREE THAT WE CANNOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE PROVISION OF SUCH DATA TO US, OR FROM ANY FAILURE ON OUR PART TO COMPLY WITH THIS POLICY". Now, we've got our lawyers off our backs.

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## **E-BANKING TERMS AND CONDITIONS**

**Don't let the title fool you. Not only does it look serious, it is. Read them carefully because these terms bind you. No chance of any getaway.**

**SO WE HAVE A CONTRACT!**

Yes, indeed. If you've asked for an e-banking service ("**Service**") in one of our electronic/printed applications ("**Application**"), then you have agreed to be bound by these terms ("**E-Banking Terms**"). Oh yes, you have – read the Application again. If we have provided the Service to you, then we have a contract based on these E-Banking Terms (called an "**Agreement**").

## **TO THE POWER OF E-BANKING**

Let us unveil some of the power of these E-Banking Terms:

- We're empowered to change any of these anytime we like and as often as we like, and believe us, we will. Veer off to Clause 12 if you will;
- As in the overdrive mode, you can assume that these override all other Service terms, except those in the Application, and except when we tell you otherwise ;
- Take these as added fuel to what you have already signed up for. Add these to those other terms for your banking accounts and services that we have given you for enjoying the Service. Heaven forbid, but if these E-Terms say something that may crash headlong into those other terms, then just keep driving straight ahead because these E-Terms reign supreme;
- We're talking single-acting and single-action engines here: you can e-bank only if you hold individual accounts and if your joint accounts operate with a single signing authority.

See the last section below for meanings of some of the words used here. If you can't find something there, then it is not there.

### **1. TAKE YOUR BEARINGS**

- 1.1 You can use this Service for all your accounts with us except for some. Call us if you want to know what's in and what's not.
- 1.2 Go with the traffic. You can start using the Service only when we say "go", and that's when we accept your Application and register you for the Service.

### **2. WATCH THE LIGHTS**

- 2.1 Something you must obey. We call it our User Guidance (yawn, but aren't all manuals supposed to be called that??). But it's quite fun really, cos we'll tell you the do's and don't's of the Service, how it ticks and when it slows down....And you know what happens when you beat the lights, don't you? They'll get you.
- 2.2 Sometimes we will change the rules of the road so keep checking the User Guidance from time to time.

### **3. NO SPEED LIMITS, ANYONE?**

- 3.1 Fat chance. We expect high standards from folks like you. If you don't watch your own backs, who will?. Don't blame the cops for that speeding ticket if they think this other guy's YOU when you pass this other guy your car . The buzzword here? Security.
- 3.2 Let's start slowly. You want to get through to an electronic Service, you got to tell us who you are. We will give your own licence plate (our techies call it "User ID"), give you a few digits (this one's called "initial password") that you can tweak (that "Password" thingy) to make it your own. Hey presto. You've got the potent combination of "Security Codes" that tells us that you are YOU.

### **Keep that seatbelt on**

- 3.3 Now that you have your Security Codes, what do you do?
  - 3.3.1 Be a chameleon, change your Password regularly but never use the same one again (surely you can do better?).
  - 3.3.2 Don't be a fool, using your birth dates, your girlfriend's mobile number, your car plate as your Password. Like they say, a fool and his money are soon parted.
  - 3.3.3 Keep those Codes secret. Never trust no one, not even your parents.
  - 3.3.4 No diary's better than the one on your shoulders. Keep your those Security Codes cool in that head of yours. Please, don't write it down, please.
  - 3.3.5 Smell a rat? Lost that Code? Then change those Codes NOW, and don't let them get you. Then you have to call us right away, otherwise we will not know about it.

### **Checkmate. Ever learnt how to spell "Risk"?**

- 3.4 Don't wait till it's too late, and it won't be. Take a look again at those boring sheets called "statements". They are your proof of life. READ THEM. You have to tell us immediately if they are wrong.
- 3.5 Do not trust anyone with the keys to your car – do not let anyone use the Service on your behalf.
- 3.6 Log off when you go to the loo. Or when you nap. Or before you leave our branches. Wherever you are, whoever's PC you've used, LOG OFF when you're done.
- 3.7 Heard of a local area network (or LAN)? That spells RISK, cos someone out there could be watching you, copying you and then being YOU. Look out!
- 3.8 Remember our "User Guidance"? There's more stuff in there about security that you should read. Why? Well cos you'll be bound by them whether you read them or not.

## **4. WE GO WHEN YOU SAY GO? IT'S A DEAL!-**

- 4.1 It's YOU we want to hear from, talk to, cruise with. But someone uses your Security Codes, he becomes YOU to us and we will be none the wiser. Your Security Codes spell YOU and we'll do what you say without checking further with you. Yes, even if it's not the real YOU.
- 4.2 There are impostors, we know. And we don't like them either. Trouble is, how do we know that they are not you? And would you have to pay if they take what's yours? Now now, that depends. If you have not obeyed all of Clauses 3.1 to 3.8, especially Clause 3.3.5, : "you will be held liable for all losses due to unauthorised use if you have acted fraudulently or with gross negligence or if you are in wilful default of any of the security obligations described in sections 3.1 to 3.8 inclusive". We warned you.
- 4.3 Vigilance. That could save you. You will not be responsible for losses caused by impostors if you've complied with Clause 3.3.5 and warned us that you've been had and your Security Codes aren't security codes no more. Or if it's entirely our fault. And that is if you prove that this "is a result of our failure to comply with Clause 8.1 or any negligence or wilful default on our part". You'd better be sure, dead sure.

4.4 Believe it, we can be serious. Yes, this is one of those bits we are going to be, on account of our legal boys. Hear this. “You must not use the Service to create an unauthorised overdraft on any of your accounts and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the account in question (in accordance with the terms and conditions of that account).” We haven’t finished.

“You agree that:

4.4.1 it is your responsibility to make sure that no unauthorised overdrafts are created; and

4.4.2 you will not rely on the operation of the Service to prevent an unauthorised overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Service might take time to clear and might not always be immediately reflected in the balance on your account”.

4.5 We know you won’t believe this, but we will still say it. Some transactions cost money. Yes!! You give us instructions to do something, we do it. So you pay us. Not just for the transactions, but our charges too. Do not change your instructions or attach conditions to your instructions. We won’t let you, but if we get fickle on this, then here’s what our legal friends have told us to tell you: “we may at our discretion try (but shall not be obliged) to do so to the extent that this is possible under the rules and practices of the banking system”. And this: “you agree that you will be responsible for any costs we incur as a result”.

4.6 We will have the right to say “no” to anything you want us to do. Or we could ask you to give us one of these written confirmations to tell us more. We will have the right to reverse anything done if we suspect that wasn’t YOU who told us to do it. If we do so, it’s for your own good, so don’t blame us: we “will not be responsible for any loss to you that results from such a reversal”.

4.7 There are time limits for giving instructions if you want them carried out in our normal time cycle. We call them “cut-off times”. When you want us to do anything for you (called “an instruction”), check out the cut-off time. We try to be somewhat punctual, so don’t be surprised if it’s past the cut-off time for the normal time cycle. You’ll just have to wait till the next time cycle before it is carried out. And one more thing: our cut-off times may change. We’ll try and tell you about that when it happens, promise.

## 5. WE NEVER SEE DOUBLE

5.1 Heard of this creature called “joint accounts”? Yes, we mentioned it earlier, didn’t we? You’ve got to operate this on a single signing authority (the “soul guy”) before you or any of your joint account holders (any of your “soul mates”) may enjoy the Service. So when we say “joint accounts” here, we mean only you soul mates out there.

If any soul guy gets registered to e-bank, he gets to operate the joint account and give us instructions through e-banking, even though his soul mates may not be registered and may not have asked to e-bank. If this is new to you, you are right. It “amends any other existing arrangements in connection with your authority to operate joint accounts.” So, if you are the registered soul guy, we’d expect you (in other words, you undertake) to tell your soul mates what you’ve done. That way, all



your soul mates are bound;

- 5.2 At this juncture, a bit of legalese might help. “You agree that you cannot hold us liable for carrying out any instructions made by a joint account holder (your soul mate, that is), and you will protect us from all claims by your joint account holders made against us.”
- 5.3 “In connection with any account which you hold jointly with others and requires two or more authorised signatories to be operated, you and the joint signatories will only be able to utilise such part of the Service which allows you to obtain information about the account, including but not limited to the balance of the account.”

## **6. HIDE AND SEEK**

- 6.1 Not a game we want to play. We won't hide, you normally know when we are awake and online, and when we snooze and get offline. Learn all about our hours from our, you've guessed it, User Guidance. Be prepared though for the unexpected: like our techies' “routine maintenance requirements, excess demand on the systems and circumstances beyond our control”. Even the techies can't tell us when that's going to happen so don't blame us when it does.
- 6.2 One more thing we don't hide. We grow on you and with you. So we may change the way things are. Like the when's and how's of the Service, the what's in store for you, the exciting and the essential. We will try and tell you before we do, even if that takes the fun out of it.

## **7. PUMP IT UP. BUT NO DIESEL PLEASE.**

- 7.1 If you want to drive your car, you need gas to get going. If you want to access and operate the Service, you need our Service Software. There's just one catch. It's a self-service gas station. We leave it to you to check if the Service Software is compatible with Your System and to install the Service Software. To oblige our gas attendants and our lawyers, we have to take this position: “we cannot be liable to you for any loss you may suffer as a result of any incompatibility between the Service Software and Your System”.
- 7.2 Heard of viruses? A virus by any name would do the same. And there are lots of mean and nasty ones out there these days. From viruses, to worms, Trojan horses, software terrorists and extremists (why don't we just call them “**Viruses**”). You have to safeguard Your System. Protect yourself and protect us. We're really not going to be pleased if you gave us any.
- 7.3 We've said it before. Want to hear it again? “You must not access the Service using any computer or other device which you do not own unless you have first obtained the owner's permission to do so.” If you break this rule and get us into trouble? You will have to bear all our loss and damage.
- 7.4 Caveat emptor. Famous words with infamous consequences. Our lawyers insist that we take this position. So we have: “We cannot be responsible for any services that are not controlled by us, which you access using the Service, or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.”
- 7.5 When we supply you with the Service Software, or other materials or information (including the User Guidance) we give you a non-exclusive, non-transferable, temporary licence to use them only to access the Service. Now, know this. “The

Service Software and all other material and information supplied to you, including the User Guidance, contains valuable information that belongs to us or others. You must not:

- 7.5.1 use them except in connection with accessing the Service;
- 7.5.2 take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or
- 7.5.3 try to decompile, reverse engineer, input or compile any of the Service Software”.

Wonder why we love lawyers.

- 7.6 Now, know this as well. “If you access the Service from a country outside the United Arab Emirates, you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any licence needed for the import / export of the Service Software to that country.”

## **8. "AS RESPONSIBLE MEMBERS OF SOCIETY..."**

- 8.1 ...we will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time”. Like this? More to come...
- 8.2 "And we will not be liable for any loss or damage to you as a result of making the Service available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):
  - 8.2.1 acting on an instruction which has been authenticated as coming from you but which in fact was given by somebody else (but please see sections 4.2 and 4.3 which explain the exceptions to this rule);
  - 8.2.2 any incompatibility between Your System and the Service; and
  - 8.2.3 any machine, system, security or communications failure (except where it should have been prevented had we complied with clause 8.1), industrial dispute or other circumstances beyond our control that leads either to the Service being totally or partially unavailable or to instructions given via the Service not being acted upon promptly or at all; and
  - 8.2.4 your reliance on any financial information provided as part, or by means, of the Service (you should never do this); and
  - 8.2.5 any misuse of Your System by you or anyone else or any misuse of you by Your System; and
  - 8.2.6 any access to information about your accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our gross negligence or our wilful default); or
  - 8.2.7 someone hacking into or introducing a Virus that infects Your System or any of our systems and causes damage.”
- 8.3 Hey, we finally understand our lawyers. They also asked us to say that “if despite Clause 8.2, we ever become liable for any loss or damage to you as a result of

your use of the Service, we will only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected by a non-psychic to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or wilful default.”

- 8.4 Get real. This is an e-service. We can't read your mind. If you want something done by a particular time, don't expect that to happen. Talk to us. We are human. Call us at 04 3138888. Sure we'll try, but “we cannot be liable for any failure to carry out any instruction by any particular time”.
- 8.5 We're getting better at this. “You shall indemnify (cough up money to pay... ) us, our employees and our nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Service.”

## 9. YOU BREAK A TERM?

Boy, are you in trouble. We've mentioned this word “compensation”, haven't we? You're on. You must compensate us for any “damages, loss, costs and expenses we suffer and any liability we may incur, as a result of your breaking any term here.”

## 10. THE MEANS TO AN END

- 10.1 The day you become unfriendly, and want to stop using the Service, write us and tell us. Make it less painful, will you? We will try not to take it personally – but do stay in touch.
- 10.2 Saying goodbye may mean having to end it all. If you have many accounts with us, we have the right to stop you from using the Service to access any and all your accounts.
- 10.3 Don't bet your life on the Service, cos we've the “right to end or suspend your use of the Service at any time”, too. We'll shoot for between 0 to 30 days' notice, cos much as we like to tell you really early, we can't sometimes. Like when you've misbehaved, refused to toe the line. Or like when there's a security concern somewhere that we've got to take care of. And hey, it's not personal, too.
- 10.4 Remember your soul mates out there? Good. The same goes for them. If any of your soul mates comes and tells us :
  - 10.4.1 that the joint account can no longer be operated by you alone; or
  - 10.4.2 that he is no longer prepared to accept that you may operate the joint account using the Service,we'll listen. We have the right to end the use of the Service immediately on all your accounts.
- 10.5 One more mundane thing about this topic. “If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service, unless we cannot (or refuse to) carry out that instruction”. If there's more than one of you who's signed the Application or you're a team of soul guys bound by these terms, and one of you withdraws from the Service, this will not affect the use of the Service by the others (except as we've already told you under section 10.4).

## 11. THE MEANS TO AN END

- 11.1 We work hard for our living. Real hard. So we'll ask for our dues. And they look like this :
- 11.1.1 we'll charge you fees and charges (and other fancy names) for the Service; and
  - 11.1.2 we'd change those fees and charges (and their fancy names) once in a while. Here's how it works. We'll see if we can give you 30 days notice before we change. If you don't like what you see, you pay nothing extra if you cancel your use of the Service during the 30 days. But hey, if you keep using the Service during and after the 30 days? Great! You'd have signalled to us, and we heard you, that you have accepted the changed fees and charges (and their other fancy names).
- 11.2 These fees and charges in section 11.1 are what we get paid for when we provide the Service, and not for anything else. They're not all, cos we haven't added those other fees and charges for particular banking or other services we might provide in response to your requests via the Service. If you want to know more, call us and ask all your questions. We'll tell you.

## 12. AS THE WORLD EVOLVES

- 12.1 So do we. We'll get better with each season. We have the right to change, and change and change the terms of this Agreement when we feel like it. You'll get to hear about it alright. Either we'll write to you, or we'll message you via the Service. Your right to use the Service will not be affected by the change until you have actually received the notice. Oh, we love being "fair".
- 12.2 Here's more. We'll work towards telling you 30 days' before any change kicks in. We must be joking right? Well, there are times when we can't tell you early, as in emergency situations or for security reasons. And yes, when you get the notice of any change, and you go on using the Service, you'd be telling us that you're happy to accept the change. That's a true friend. But please remember, you have the right to end your use of the Service at any time if you do not accept the change.

## 13. WHOEVER SAID THE LAW WAS AN ASS?

- 13.1 We'd refute that. We don't pay our lawyers for practising as asses, do we? They're great people. Because of them we get to tell you this: "If any part of these terms is legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms". Told you.
- 13.2 Not a moment have we doubted our belief that the terms of this Agreement are fair. "If any one or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid". Isn't that fair?
- 13.3 Now listen to this. "If any term of this Agreement is unenforceable against one of the customers signing this Agreement, this will not in any way affect the enforceability of that term against the other signatories". All's fair in love, war and law.
- 13.4 If we mellow and relax any of the terms of this Agreement just once, it's probably a temporary lapse or a special case really. Such relaxation will not affect our "right to enforce that term strictly at any other time". Long live the law.

## 14. HERE THERE AND EVERYWHERE

- 14.1 If we've asked you to call us, please, we'd expect you to do just that. Otherwise, we'd like everything given to us by way of a formal notice, in writing (in hard copy), sent to any of our branches in UAE where you maintain your account. We'll let you have other addresses on and off that you could use.
- 14.2 Compliments or complaints regarding the Service? Direct all compliments to any forum page in any local newspaper. Direct all complaints to any of our branches in UAE where you maintain your account (or any other address we'll notify to you on and off).
- 14.3 You know that email is not safe. So don't send us anything by email, including:
  - 14.3.1 notices in connection with the terms of this Agreement;
  - 14.3.2 your secrets (it's also called "confidential information"); or
  - 14.3.3 (worse), sensitive stuff like payment instructions, how much money you've got and how much you want the hackers to have. (Eh, excuse me, payment instructions should be sent through the Service in accordance with the User Guidance or in accordance with the terms of the relevant account that you have with us...).
- 14.4 If we want to send you anything, we'll use the address you have given us most recently for your bank accounts. If that won't do, write to us.

## 15. WE'RE NO RECORDING STUDIO

Not at all. We're out to protect you, our customers and our staff. We're out to help resolve differences between us. So, know this and agree:

- 15.1 we will record all telephone conversations between us and customers of the Service, like you (check under your desk right now); and
- 15.2 we will keep a record of all instructions given by customers, like you, via the Service; and
- 15.3 we may listen to telephone calls about the Service, such as those made by you, to assess and improve the quality of the Service. You'll enjoy us better next time.

## 16. SPAMMY WHAMMY

We love to tell you about us, how much more we can do for you. Expect us to advertise our stuff ("products and services"), and the stuff of those other companies in the Standard Chartered Bank Group, through the Service. And we don't expect you to turn us away. So, even if in connection with other agreements with us you have asked us not to spam you with any marketing stuff, we are going to ignore it. Because, well, those are other agreements and this Service comes with free stuff, and you graciously agree that what we give you here is good stuff. No, don't call it spam.

## 17. AND JUSTICE FOR ALL

Justice has got to prevail, somehow. That's when you need laws. If you haven't already guessed, this Agreement is governed by the laws of the UAE . This also means that we both "agree to submit to the non-exclusive jurisdiction of the Courts of Dubai" for anything relating to the Service and this Agreement. If (heaven forbid) you ever find any inconsistency between the English version and the Arabic version of this Agreement

(we're gonna shoot someone for that), congratulations, we know that you are linguistically inclined! The meat is: the English version of this Agreement must prevail. And so must justice, somehow.

## 18. OUR QUICKIE DICTIONARY

We hope you've enjoyed reading all this stuff. We have, telling you. Trigger happy as we both are, some words used here have special meanings, and we don't want you to go away before you know what they are. Here goes:

**Password** means the E-Banking Personal Identification Number (PIN) or secret number (chosen by you if you have tweaked it, or if you haven't, the initial secret number we give you) that is used to authenticate your identity before you use the Service.

**Security Codes** means the User ID and the Password.

**Service Software** means any software supplied to you whenever you access the Service and any other software we supply you for the purpose of accessing the Service from time to time.

**Statement** means bank statement, card statement, contract or translation note, confirmation notice for investment-type Services, or any of these or similar documentation, as applicable, depending on the Service.

**User Guidance** means the guidelines we provide from time to time in connection with your operation of the Service, which may include guidance:

- in hard copy form (for example, in a user manual or by letter); and
- spoken guidelines (e.g. by any technical helpdesks we may operate); and
- through any on-line help service or FAQ available as part of the Service.

**User ID** means user identification code which is used in conjunction with the Password to authenticate your identity before you use the Service.

**We/us/our/Bank** refer to Standard Chartered Bank, a company incorporated in England and Wales with limited liability by Royal Charter 1853, under reference ZC18 and whose Principal Office is situated in England at 1 Aldermanbury Square, London, EC2V 7SB and having a place of business at PO Box 999, Dubai, United Arab Emirates.

**You/your** means you, the customer(s) registered by us to use the Service, and you soul guys (and your soul mates) if we're talking about joint accounts.

**Your System** means your own equipment and software used by you to access the Service.

Quotation marks “ ” marking words and phrases do not affect the meaning or effect of those words and phrases.

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