

myRM General Terms and Conditions

These myRM Terms and Conditions (“**Terms**”) form a binding agreement between you and Standard Chartered Bank (Hong Kong) Limited (the “**Bank**” or “**we**”) and govern your access to and use of myRM (“**Application**”).

By clicking “Accept” and using the Application, you agree to be bound by these Terms, as supplemented by and read together with the prevailing terms applicable to your banking relationship with us, including:

- (a) Client Terms;
- (b) General Account Terms;
- (c) Banking Terms and Conditions;
- (d) the Important Legal Notice as set out at sc.com/hk/terms-and-conditions/disclaimer; and
- (e) any other documents forming part of our banking agreement, (collectively, the “**Relevant Terms**”).

In the event of any inconsistency, these Terms shall prevail over the Relevant Terms. The meaning of key words printed like **this** is explained in the Relevant Terms (as applicable) unless otherwise defined in these Terms.

1. The Application is only available for use by selected clients of the Bank.
2. The Application is an **electronic banking software** that we licence to you, to enable you to access one or more **electronic banking services** and connect with your relationship manager and, if necessary, other advisors and specialists.
3. Without prejudice to the other forms of notices and communications that you have authorised us to use under our banking agreement, you are deemed, by using the Application, to have also authorised us to send notices, communications and documents to you in connection with our banking agreement via the Application. If you do not wish to receive push notifications from the Application, you can use your phone privacy settings to adjust your **preference**.
4. We use cookies to monitor, analyse, promote and improve functionality of the Application. For details, please read our Cookie Policy at sc.com/en/cookie-policy/.
5. You must take all reasonably practical measures to ensure that any **electronic equipment** from which you access the Application is free of and adequately protected against any computer virus or other malicious software. We will not be responsible for any loss or damage suffered by you as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from your use of the Application on affected **electronic equipment**.
6. By uploading, submitting, posting or transmitting data, material or information via the Application (including any documents shared, annotated and exchanged), you agree to grant the Bank a worldwide perpetual irrevocable non-exclusive royalty free and sub-licensable license to use, copy, reproduce, process, adapt, publish, create derivative work from, translate, transmit, host and disseminate your content in any media, technology, or form. We reserve the right (but in no way an obligation) to remove, pre-screen, review, flag, filter, modify or refuse any of your content at our sole discretion.
7. You acknowledge and consent to the recording of all communications via the Application (including any documents shared, annotated and exchanged). We will also keep records of such communications in line with applicable legal and regulatory obligations and our internal policies. We may use the recorded communications (or transcripts of any video or voice conversations made over the Application) in any dispute and you agree not to challenge their validity, admissibility or enforceability on the basis that they are in electronic form. You agree that the recorded communications remain in our property and may be used for training, quality control and dispute handling purposes.
8. You can stop using the Application at any time and the Bank also has the right to suspend and terminate your use of the Application at any time at our sole discretion without notice to you.
9. You agree that any of your personal data collected by the Bank from this Application at any time may be used for such purposes and disclosed to such persons in accordance with the Bank’s personal information collection and privacy policies set out in statements published by the Bank from time to time. A copy of the Bank’s current Data Protection and Privacy Policy may be accessed by clicking sc.com/en/privacy-policy/.
10. The Application does not guarantee that you will have access to electronic banking services, your relationship manager and/or other advisors and specialists at all times. If you cannot reach your relationship manager instantly, please leave offline messages via the Application and we will get back to you as soon as possible within 24 to 48 hours. Currently, the servicing hour of the Application is from Monday to Friday from 9:00am to 5:00pm, and Saturday from 9:00am to 1:00pm (except Sunday and Public Holiday).
11. The Application is provided by the Bank on an “as is” and “as available” basis. The Bank does not make any express or implied representation or warranty in relation to the Application or any content of it, including its security, reliability or functionality, or that the Application is free of viruses and can be accessed in an uninterrupted manner.
12. **Any instructions given via the Application will be subject to the Bank’s confirmation at its sole discretion and the terms and conditions applicable to the product concerned. Instructions shall not be deemed accepted unless separate confirmation is received from the Bank.**
13. You further accept and acknowledge that any communications with your relationship manager and received by you pertaining to your enquiries may not be encrypted and may contain personal information and information pertaining to your accounts, and we shall not be responsible or liable to you for any possible release, loss or interception of such personal information and/or information.
14. You are responsible for the security of your electronic equipment, mobile device, security code, and the confidentiality of your information. You acknowledge that anyone with whom you share your electronic equipment, devices, login credentials may be able to see all messages that you have exchanged with the Bank via the Application and your information, including your conversation history.

15. You shall be solely responsible for any breach of your obligations under these Terms or for your actions or omissions, and the Bank has no responsibility to you or any other persons because of your breach, actions or omissions. You agree to use the Application in accordance with these Terms and not to use the Application in any way that is unlawful or in breach of any applicable laws or promotes illegal activities, or that contravenes or infringes any rights of the Bank or any other persons. Any access and use of the Application shall be at your own risk and you shall indemnify us from all loss and damage which we may incur in connection with any of your improper use of the Application.
16. Information provided through the Application is for reference and may be valid for a limited time only.
17. You understand that the products and services of the Bank may be provided from outside the legal jurisdiction of, and are not subject to the regulatory supervision in, your country of residence.
18. You acknowledge that notwithstanding your request and consent, the Bank may be restricted from distributing into certain jurisdictions or to certain persons materials relating to some or all of its products and/or services. To the extent that any such prohibitions apply, you acknowledge and understand that the Bank will not distribute such materials to you regardless of your request, and you hereby release the Bank from distributing those materials to you and waive any and all rights to take any actions (in whatever nature) against the Bank due to our non-distribution or delay in distribution in this regard.
19. You understand that it is your responsibility to comply with applicable laws and regulations, in particular, the laws and regulations of your country of residence including, without limitation, foreign exchange controls, in requesting for products, services and any information relating to such products and/or from the Bank.
20. To the fullest extent permitted by applicable law, you agree that the Bank shall not be held liable for any claim, damage or loss howsoever arising from or in connection with making available to you the Application, any access or use of the Application, system down-time, delays or functionality error of the Application, or any transmission of information between you and the Bank via the Application.
21. These Terms are governed by the laws of Hong Kong, and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.
22. We may amend these Terms and the Relevant Terms (as applicable) from time to time at our sole discretion. By continuing to use the Application following any new amendment, you will be deemed as accepting the amended Terms.
23. If there is any inconsistency or conflict between the English and the Chinese versions, the English version shall prevail.

Issued by Standard Chartered Bank (Hong Kong) Limited