



Thank you for your participation in SC Inner Circle.  
 Your participation is voluntary. If you do not wish to participate, please do not proceed further.  
 Please read these Terms of Participation in SC Inner Circle carefully.

### Terms of Participation in SC Inner Circle

These terms and conditions (these "**Terms**") apply to your participation in SC Inner Circle conducted by Standard Chartered Bank (Singapore) Limited ("**the Bank**", "**us**", "**we**", "**our**" or "**Standard Chartered**"). These Terms are effective as of the date you first agree and consent to or accept them (the "**Effective Date**").

These Terms apply to your participation in SC Inner Circle and any *product* and/or services, where applicable, the Bank agrees to provide to you in connection with your participation in SC Inner Circle, and are in addition to and shall be read in conjunction with the Bank's Customer Terms and any other documents forming part of our *banking agreement* (including, without limitation, the *product terms*, any *letter of offer* and the *pricing guide*) (collectively, the "**Other Bank Terms**"). To the extent of any conflict or inconsistency, these Terms shall prevail over the Other Bank Terms.

#### 1. Definitions

1.1. In these Terms, unless otherwise specified, the following words shall have the following meanings:

"**Confidential Information**" means all proprietary and confidential information of the Bank, SCB Group and/or its Representatives, including those of their customers, clients, personnel or suppliers or third party service providers, whether commercial, financial, technical or otherwise (whether oral, in writing, machine readable or in any other form) and material (whether electronically recorded, in writing or otherwise) which by its very nature should be treated as secret and confidential or which is designated as such, in connection with SC Inner Circle. Such Confidential Information may include, but is not limited to, information relating to the development, marketing or distribution of released or unreleased versions of the Bank's *products* and/or services, and any other non-public information disclosed by the Bank.

"**Customer Terms**" means the general terms and conditions of our personal and electronic banking relationship with you entered between you and us which may be accessed at <https://www.sc.com/sg/terms-and-conditions/personal-banking/> (as may be updated from time to time).

"**Data**" means any and all data and information collected in connection with SC Inner Circle, including your *personal data*.

"**Evaluation Purpose**" means the purpose of evaluating and analysing the Bank's *products* and/or services as part of SC Inner Circle in order to improve such *products* and/or services.

"**Period**" means the duration or period of these Terms which shall begin on the Effective Date and, unless terminated earlier in accordance with these Terms, will continue until a date (as amended by the Bank from time to time in its sole and absolute discretion) as informed to you.

"**Representative**" means the Bank's (and any member of the SCB Group's) directors, officers, employees, professional advisers (including auditors), third party service providers, agents or independent contractors.

"**SCB Group**" means the Bank and:



- (a) any person, body corporate, partnership, firm or other entity from time to time the Bank directly or indirectly: (A) owns more than half the capital, income, business assets or any other comparable equity or ownership interest; or (B) has the power to exercise fifty percent (50%) or more of the voting rights in such entity; or (C) has the legal power to direct or cause the direction or general management or affairs of the entity in question; or (D) has the power to appoint or remove more than half the members of the supervisory board, board of directors or bodies legally representing such entity; or (E) has the right to manage the business of such entity;
- (b) any person, body corporate, partnership, firm or other entity which directly or indirectly has in or over Bank the rights or powers listed in (a) above (a “**Controller**”); and
- (c) any person, body corporate, partnership, firm or other entity in which a Controller directly or indirectly has the rights or powers listed in (a) above.

“**Submissions**” mean any information (including Data) or feedback (including responses to surveys and questionnaires) which you provide to the Bank (via a third-party service provider or otherwise) for the Evaluation Purpose or otherwise in connection with SC Inner Circle.

- 1.2. The meaning of key words printed *like this* and other words used in our banking agreement (electronic or otherwise) which are not defined in Clause 1.1 above is explained in the Customer Terms and at the end of the applicable *product terms*.

## 2. Ownership and Limited Licence

- 2.1. The Bank owns all software, code, designs, trademarks and other intellectual property or materials (“**Bank Materials**”) that may be shared with you as part of SC Inner Circle.
- 2.2. Provided you comply with these Terms, the Bank grants you a limited, revocable, non-transferable, non-exclusive, non-sublicensable licence to use such Bank Materials solely for the purposes of your participation in SC Inner Circle and provision of Submissions.
- 2.3. Except for the licence granted under Clause 2.2 above, you shall not have any right, title or interest in the Bank Materials prior to, on or after the Effective Date. Further, you shall not copy, modify, make derivative works based on, or publicly display the Bank Materials (or any portion thereof).
- 2.4. The Bank may at any time, in its sole and absolute discretion and without prior notice, restrict, suspend or terminate the licence granted in Clause 2.2 above and/or your access to all or any part of the Bank Materials.

## 3. Duration and Termination

- 3.1. These Terms are effective on the Effective Date and shall expire at the end of the Period, unless terminated earlier in accordance with these Terms.
- 3.2. These Terms may be terminated by the Bank at any time for any reason immediately upon notice to you.
- 3.3. To withdraw your participation in SC Inner Circle before the end of the Period, you may write in to SCInnerCircle.SG@sc.com with your withdrawal request and thus terminate your participation in SC Inner Circle.
- 3.4. Upon the expiration or termination of these Terms:
  - (a) the licence granted under Clause 2.2 above shall immediately terminate and you shall cease using the Bank Materials and Confidential Information and delete, destroy and return such Confidential Information in accordance with Clause 4.5; and



- (b) you remain liable for any obligations and debts on your *accounts, products* and services with the Bank. For avoidance of doubt, the Other Bank Terms remain applicable, in addition to the clauses which survive the termination or expiry of these Terms.

#### 4. Confidentiality

- 4.1. You agree to use the Confidential Information solely as necessary to participate in SC Inner Circle.
- 4.2. You shall not during the Period or thereafter disclose or make available to any person or entity or organisation or use, copy, adapt or alter for any purpose any Confidential Information obtained by you from the Bank and/or its Representatives, without the prior written consent of the Bank.
- 4.3. You, as the recipient party of the Confidential Information, shall treat and keep the Confidential Information confidential and take all necessary precautions to ensure that all Confidential Information is held in confidence (whether communicated orally, in writing, electronic form or otherwise), unless you can demonstrate such Confidential Information was publicly available at the time of disclosure or has subsequently entered the public domain, except as a result of a breach of these Terms.
- 4.4. Without prejudice to any other rights or remedies that the Bank may have, you agree that damages is not an adequate remedy for any breach of this Clause 4 (Confidentiality) and that the Bank is entitled to seek an injunction, specific performance and other equitable relief for any threatened or actual breach of this Clause 4 (Confidentiality).
- 4.5. You shall upon the Bank's request, delete, destroy or return the Confidential Information and storage media of the Bank in a manner to the sole and absolute satisfaction of the Bank. Upon the Bank's request, you shall certify that deletion or destruction has taken place.
- 4.6. This Clause 4 (Confidentiality) shall survive termination or expiry of these Terms.

#### 5. Communications and Submissions

- 5.1. The Bank and/or its Representatives may send notices and/or communications to you in connection with SC Inner Circle, including sending you links to online surveys, questionnaires, video interviews or invitations to focus group discussions, using various communication channels (including, without limitation, email).
- 5.2. You agree to use best efforts and shall promptly provide Submissions to the Bank and/or its Representatives in accordance with the Bank's instructions for the Evaluation Purpose. This includes providing as part of your Submissions any positive or negative comments, flaws, errors or imperfections which you may find exist in the Bank's *products* and/or services.
- 5.3. Pursuant to your participation in SC Inner Circle, you agree:
  - (a) to the Bank's collection, use and disclosure of your Submissions in existing, aggregated, or modified form, without acknowledging or compensating you;
  - (b) the Bank will not return any Submissions to you during the Period or after the expiration or termination of these Terms;
  - (c) that the Bank may use the Submissions without any limitation, including sharing the Submissions with its Representatives and/or any member of the SCB Group; and
  - (d) to hereby assign to the Bank all right, title and interest in and to such Submissions, including all intellectual property rights therein (including moral rights; provided that any non-assignable moral rights are waived to the extent permitted by law) and will provide commercially reasonable assistance at the request of the Bank to perfect such assignment.
- 5.4. You represent and warrant that:
  - (a) your Submissions do not violate, misappropriate or infringe any rights of the Bank or any third party;
  - (b) your Submissions do not constitute defamation; and



- (c) where applicable, in respect of any person's *personal information* that you may disclose in the Submissions, you have, prior to such disclosure, obtained the appropriate consent from such person for its collection, use and disclosure in accordance with the provisions of all applicable data protection laws.

## 6. Data Privacy

- 6.1. All Data provided to the Bank in connection with your participation in SC Inner Circle and under these Terms is subject to the Customer Terms, Privacy Notice for banking and any other documents forming part of our banking agreement.
- 6.2. Without limiting the terms of the Customer Terms, Privacy Statement and any other documents forming part of our banking agreement, by accepting these Terms and participating in SC Inner Circle, you agree to the collection, use and disclosure of your Data by the Bank, including information you may provide to the Bank about your *account(s)*, transactions, *products and services*, as part of your participation in SC Inner Circle.

## 7. General

- 7.1. Only you may participate in SC Inner Circle. You must not assign or transfer your rights and obligations under these Terms to anyone. The Bank may assign or otherwise deal with our rights under our banking agreement (including any particular product or account) in any way the Bank considers appropriate under these Terms.
- 7.2. You agree to comply with all laws, rules and regulations applicable to you, as well as our reasonable instructions and rules as part of your participation in SC Inner Circle.
- 7.3. You are responsible for any costs and expenses you may incur in connection with your participation in SC Inner Circle.
- 7.4. Each *product* and/or service the Bank provides to you as part of SC Inner Circle are provided "as is" and solely in the absolute discretion of the Bank. Certain features or functions might not be available, might be suspended, or might not always work.
- 7.5. No waiver by the Bank shall be effective unless it is in writing. No waiver of a breach by the Bank shall be construed as a waiver of any subsequent breach. No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy shall operate as a waiver of such right or remedy.
- 7.6. The Bank reserves the right to vary or amend these Terms (as the Bank may inform you from time to time). You agree that your continued participation in SC Inner Circle constitutes your agreement to any variation or amendment to these Terms.
- 7.7. These Terms do not create or confer any rights or benefits enforceable by any person not a party hereto; except:
- (a) that a member of SCB Group may enforce any rights or benefits in these Terms;
  - (b) a member of the SCB Group may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in these Terms; and
  - (c) a person who is a permitted successor or assignee of a member of the SCB Group of the rights or benefits of these Terms may enforce such rights or benefits.
- 7.8. If and to the extent that an applicable law is inconsistent with these Terms in a way that would otherwise have the effect of making:
- (a) a provision of these Terms illegal, void or unenforceable; or
  - (b) a provision of these Terms contravene a requirement of that law or impose an obligation or liability which is prohibited by that law,



then the law overrides these Terms to the extent of the inconsistency, and these Terms will be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omitted) and without affecting the validity of any remaining provisions.

7.9. To the extent permitted by law, in no event shall we be liable for any costs, damages or losses (including data loss) whatsoever arising out of or in connection with your participation in SC Inner Circle, and we disclaim all liability to the extent legally permissible.

7.10. These Terms are governed by the laws of the Republic of Singapore. The parties submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.