may use and process the said Information and data disclosed by the Bank to them, in the manner as deemed fit by CIBIL and/or such agency. Further, the Applicant/ Borrower also confirms and permits CIBIL and/or any other agency so authorized to furnish for consideration the processed Information and data or product thereof prepared by them to the banks/financial institutions and/or any other credit grantors or registered users as may be specified by the RBI in this behalf

The Applicant/ Borrower hereby consents, agrees and authorizes the Bank to at any time, to disclose to or share with or in any other manner make available, any Information concerning the Applicant/ Borrower to a) Any office or branch of any company associated with the Bank; b) Any bank or financial institution, credit bureau, merchant establishment or common service provider who manages a credit bureau or database of defaulting customers; c) any actual or proposed assignee of the Bank or participant or sub participant in or transferee of any of the Bank's rights in relation to the Card Account; d) any agent, contractor or service provider under a duty of confidentiality to the Bank or to any related company; (e) any statutory or regulatory authority; f) anyone when ordered to do so in accordance with the laws of India.

29. The Borrower consents, agrees and authorises the Bank to at any time, to disclose to or share with or in any other manner make available to, its Head Office and any branch, related company, associate agent or representative of the Bank, any information concerning the Borrower including the financial position of the Borrower as also the details of the Borrower's account relationship with the Bank including the credit balance in the accounts with the Bank and any security given for the above facility ("the information"), for the Bank's and their use and purposes in connection with providing services or any facility to the Borrower.
30. The Borrower agrees that the Bank shall be entitled to, and the Borrower hereby authorizes the Bank to (either by itself or through persons authorized or appointed by the Bank), at the Borrowers' risk and cost: (i) Verify any fact/information furnished by or pertaining to the Borrower; (ii) disclose at any time and share with or in any manner make available to any agencies, bureaus, companies, firms, associations, corporate or unincorporated bodies and any other person including any outside agencies and credit bureaus (whether for their own use or for onward communication or disclosure by them to others) any and all information relating to the Borrower accounts, the Borrower financial relationship and history with the Bank, the debit and credit balance in any and all accounts of the Borrower with the Bank, any defaults by the Borrower for this or any other financial relationship or facilities granted or to be granted to the Borrowers, and/or the identities, age, addresses, telephone and fax numbers, and other information including personal information of or relating to the Borrower ("The Information"). The Borrower shall not hold the Bank responsible for sharing and/or disclosing the information now or in the future and also for any consequences suffered by the Borrower and/or others by reason thereof. The provisions of this clause shall survive the term/termination of these Terms and Conditions and the repayment of the Borrower's (iii) Engage one or more person(s) to collect the Borrowers' outstanding and/or to enforce any security and to furnish to such person(s) such information, facts and figures as the Bank may in its absolute discretion think fit and to delegate to such person(s) the right and authority to perform and execute all acts, deeds matters and things connected therewith or incidental thereto as the Bank may (i) its absolute discretion think fit; (iv) Approach the Borrower at the address given by the Borrower at the address given by the Borrower at the address given by the Borrower to the Bank or at any other address in the event of any default or in any other circumstances as the Bank may in its absolute discretion thin fit (v) Discuss the Borrower's outstanding and other dues (whether to the Bank or to any other person or organization) with any person (s) as the Bank may in its absolute discretion think fit including the / any Borrower's lawyers, accountants, family members, employer, secretary, and friends; and (vi) Approach the Borrower's employer/s and/or other persons and inform it/him/her of the Terms and Conditions and/or the default or in any other circumstances as the Bank may in its absolute discretion think fit and the Bank shall be entitled to receive from it/him/her any amount payable by it/him/her to any of the Borrower.
31. Favour of the other persons, companies, firms, banks and/or financial institutions which may be the transferees or which may be risk / financially participating in the Smart Credit Facility. The Borrower shall not be entitled to sell, assign or transfer all or any of their rights, benefits and/or obligations under the terms and conditions set out in the Transaction Documents to anyone else.
32. The Bank shall be entitled to at any time, without any consent of or further reference to the Borrower, sell, securitize, assign and/ or obligations under the terms and conditions set out in the Transaction Documents to any other persons, companies, firms, banks and/ or financial institutions of the Bank's choice and/or financial institutions of the Bank's choice and/or obtain risk/financial participation in the facility from any other persons, companies, firms, banks or financial institutions, and the same shall be binding on the Borrower in whole or in part and in such manner and on such terms as the bank may decide. In the event of the Bank selling, assigning and/or transferring its rights, benefits and/or obligations risk/financial participation, all the terms, conditions, representations, warranties and covenants contained herein on the part of the Borrower shall stand valid, binding and in effect in favour of the other persons, companies, firms, banks and/or financial institutions which may be the transferees or which may be risk / financially participating in the Smart Credit Facility. The Borrower shall not be entitled to sell, assign or transfer all or any of their rights, benefits and/ or obligations under the terms and conditions set out in the Transaction Documents to anyone else.
33. Any delay in exercising or omission to exercise any right, power or remedy accruing to the Bank under the terms and conditions set out in the Transaction Documents shall not impair any such right, power or remedy and shall not be construed to be a waiver thereof or any acquiescence in any default; nor shall the action or inaction of the Bank in respect of any default, affect or impair any right, power or remedy of the Bank in respect of any other default.
34. If there are two or more Borrower, the Borrowers' liabilities under the terms and conditions set out in the Transaction Documents shall be joint and several.
35. The Borrower may terminate the Smart Credit Account by informing the Bank's concerned Branch in writing. Such notice will not take effect until the unutilized cheque leaves are surrendered to the Bank and the Debit card is destroyed and the outstanding monies under the Smart Credit Facility fully repaid to the satisfaction of the Bank. The Bank may at any time with or without notice as the circumstances in the Bank's absolute discretion may require cancel/terminate the Smart Credit facility and shall be entitled to demand full repayment of the outstanding monies under the Smart Credit Facility to the satisfaction of the Bank and return unutilized cheque leaves to the Bank and to destroy the Debit card.
36. The Transaction Documents shall be governed by and construed in all respects with the Indian Laws and the parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall, at the option/discretion of the Bank, be subject to the non-exclusive jurisdiction of the Courts of the City of Bangalore in India.
37. I agree to provide to the Bank such further documents as may be required by the Bank from time to time to comply with the Know Your Customer (KYC) requirements of the Reserve Bank of India and the Bank. The Bank reserves the right to recall the facility, enforce security and guarantees,if any and appropiate proceeds thereof towards the outstanding and recover the balance from you,if any or close the account in case the so required documents are not provided by you to the Bank.
38. Nomination can be made in favor of one individual only. Nomination so made can be cancelled or changed by the account holder any time. While making nomination, cancellation or change thereof it is required to be witnessed by a third party. Nomination can be modified by the consent of account holder. Nomination can be made in favor of a minor also.
39. The account will become inactive if there are no debit transactions in your account for a period of one year. Bank generated charges e.g service charges, Interest application etc. are not classified as transactions originated by customer. These are not taken into account while establishing the Dormant status of an account. Procedure to re open the account will be advised when you visit the branch or call our phone banking unit.
40. The Customer expressly accepts that if the Customer fails to pay any monies when due or which may be declared due prior to the date when they would otherwise have become due or commits any other default under Agreement / applicable Rules and Regulations with the Bank under which the Customer is enjoying any financial / credit / other facility, then in such event, the Bank shall without prejudice to any of its specific rights under each Agreement or Rules and Regulations, be absolutely entitled to exercise all or any of its right as set out in this Rules and Regulations at the sole discretion of the Bank including (without limitation) cancellation of card limit / recalling of loan and declaration of amounts outstanding as immediately due and payable to the Bank.

    If the customer is at default in relation to any other unsecured facility availed from the Bank, then the Card Limit is liable to be cancelled forthwith / loan facilities recalled and outstanding liable to be treated as due and payable immediately.

Standard Chartered

Account Rules

Effective 1st May 2008

SMART CREDIT

Ver_SC_June_08

The terms and conditions pertaining to Smart Credit will be read alongwith extant savings account rules prescribed by the Bank from time to time.

1. Definitions:

(i) "**The Borrower**" means the person who has applied for a Smart Credit Facility in the prescribed application form and shall be deemed to mean and include his / her heirs, executors, administrators and successors as the case may be;

(ii) "**The Bank**" means Standard Chartered Bank, a body corporate having its principal office at 1, Aldermanbury Square, London EC2V 7SB and branch offices at several cities in India interalia at the Concerned Branch office and shall be deemed to mean and include its successors and assigns;

(iii) "**The Concerned Branch**" means a branch of the Bank in India at which the Smart Credit account is booked and shall be deemed to mean and include its successors and assigns;

(iv) "**Event of Default**" means default has occurred in the payment of monies in respect of the Smart Credit Facility on the Due Dates (whether at stated maturity, by acceleration or otherwise) for payment thereof or otherwise and/or in the performance of any covenant, condition or agreement on the part of the Borrower and/or any other relevant person under the transaction documents;

(v) "**Minimum amount due**" means the minimum amount that the Borrower has to pay to the Bank on a monthly basis before the due date as prescribed by the Bank at its sole discretion;

(vi) "**Schedule of Charges**" means the list of various charges payable by the Borrower to the Bank for the Smart Credit Facility availed by the Borrower and given to the Borrower at the time of setting up the Smart Credit Facility and as amended by the Bank from time to time at its sole discretion;

(vii) "**Smart Credit Facility**" or "**Limit**" means the credit limit granted or extended by the Bank to the Borrower on the terms as set out herein and on the application form;

(viii) "**Statement**" means a monthly statement of account sent by the Bank to the Borrower listing out the transactions and financial liabilities incurred by the accountholders as on that date in respect of the Smart Credit Account;

(ix) "**Smart Credit Account**" means the account opened and maintained with by the Bank in the name of the Borrower as specified in the Application and as per the terms and conditions contained herein;

(x) "**Transaction Documents**" means the application for the Smart Credit Facility, the terms and conditions setout herein, the Most Important Document, User Guide, Welcome Letter, Schedule of Charges and all other writings and documents in relation, or pertaining, to the Smart Credit Facility.

2. The Borrower shall apply to the Bank in the prescribed form of application letter for the Smart Credit Facility. The Bank shall be entitled, at its sole discretion, to accept or reject such Application as may be submitted by the Borrower.

3. The Borrower shall be deemed to have unconditionally agreed to and accepted the terms and conditions as set out herein and made representations by signing the Application. The terms and conditions as set out herein will be in addition to and not in derogation of the terms and conditions specified in the Application and the other Transaction Documents.

4. As a pre-condition to the Borrower's application for the Smart Credit Facility, the Borrower/s agrees that he/she shall be liable to pay annual fees and the one time processing fee as set out in the Schedule of Charges which shall be deducted by the Bank upfront at the time of setting up the Smart Credit Account and at the time of renewal of the Smart Credit Account in terms of the Transaction Document. The Borrower hereby authorises the Bank to debit the Smart Credit Account with the amount of the annual fees and the one time processing fee. The Borrower/s also agrees that the Bank shall be entitled to revise the annual fees under intimation to the Borrower. The Borrower/s also understands and agrees that the annual fees and the processing fees are non-refundable.

5. The credit limit set up will be at the sole discretion of the Bank and the bank reserves the right to withdraw Smart Credit Facility without prior notice and without assigning any reasons.

6. The Borrower shall, unless otherwise agreed in writing by the Bank, repay / pay the Smart Credit Facility, all interest, costs, charges, expenses and monies whatsoever stipulated in, or payable in respect of the Smart Credit Facility in accordance with the terms specified in the Application and other Transaction Documents.

7. The Smart Credit Facility shall not, at any one time, exceed the Limit specified in the Transaction Documents.

8. The Bank may at the specific written request of the Borrower and at its own discretion, allow drawals beyond the Limit for such period as may be permitted by the Bank. Provided, further, the grant of such excess drawings to the Borrower shall be liable to be suspended / discontinued / revoked by the Bank without any notice to the Borrower. The Borrower shall repay all such excess drawings on demand unless otherwise specified by the Bank. Till repayment of such excess drawings, the excess drawn amounts shall carry additional interest the rate of 2% per annum (or at such higher rate as the Bank may specify from time to time) over and above the applicable rate of interest for the Smart Credit Facility. All the provisions of the Transaction Documents will extend to cover such excess drawings.

9. The Borrower shall be entitled to avail of / seek drawals under the Facilities provided the Borrower complies with the Terms and the other Transaction Documents and there being no subsisting Event of Default

10. The Bank, may at its sole discretion and upon the Borrower paying the applicable charges, provide to the Borrower with any one or more of the following facilities: cheque book facility, Automated Teller Machine (Debit) Card, Phone Banking, National Electronic Fund Transfer Facility and any other facility as the Bank may extend from time to time, in relation to the operation of the Smart Credit Account. The Borrower agrees to utilise / avail these facilities in accordance with the terms and conditions laid down by the Bank from time to time applicable to these facilities and the Borrower agrees to be bound by the same. The Borrower agrees that in the event the Smart Credit Facility is cancelled, the Borrower shall forthwith return the chequebooks unused and the Automated Teller Machine (Debit) Card without using them.

11. The Smart Credit Facility may be drawn out of the Smart Credit Account from time to time / disbursed in installments. The Bank may, at the request of the Borrower, make / allow disbursements / drawals under the Smart Credit Facility by cheques / pay orders / authorisations.

12. The Smart Credit Facility shall not be utilised by the Borrower for any antisocial or speculative purposes.

13. In the event any monies are remaining due and payable by the Borrower to the Bank, whether under the Transaction Documents or otherwise, the Bank may, at its sole discretion, reduce the availability of the amounts of the Limit and / or adjust such monies against the respective available Limits and all such adjustments shall be treated as drawals by the Borrower.

14. The Borrower shall pay to the Bank interest and all other charges on the amounts outstanding from time to time under the Facilities, at the rate(s), on the date(s) and in the manner specified in the Application or communicated in any other manner whatsoever or at such other rate(s) as may be decided by the Bank from time to time, at its sole discretion. The Borrower acknowledges and confirms that at least 30 days notice, provided by the bank, as set out herein or in any other manner whatsoever, of any changes in rate(s) mentioned above or any notice from the Bank for payment of amounts at the changed rate(s), shall be treated by the Borrower as sufficient and reasonable notice to the Borrower and the Bank is not bound to issue any further notice of such changes to the Borrower.

15. Interest on the outstanding amounts under the Facilities / other charges when debited to the Account by the Bank, shall be calculated on the daily debit balance of such Account.

16. The interest payable by the Borrower shall be subject to the changes based on guidelines / directive issued by Reserve Bank of India ("RBI") to banks from time to time. The Bank is obliged to give effect to any revision of interest rates, whether upwards or downwards, on all existing advances / financial assistances as per the RBI guidelines / directive.

17. Interest and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed.

18. The Bank will send a monthly statement of the Smart Credit Account to the Borrower, listing out the transactions and financial liabilities incurred by the Borrower during that period in respect of the Smart Credit Account. The Borrower shall pay to the Bank upon receipt of the statement the 'minimum amount due' amount described in the Statement by the 'payment due date' stipulated thereon. The minimum amount due shall be such percentage of the total monies outstanding and due as decided by the Bank from time to time. In the event of payment by the Borrower of amounts less than the minimum amount due as provided in each monthly statement sent by the Bank, such payments shall be appropriated by the Bank in such order of priority as the Bank may deem fit and proper

19. Any statement of account furnished by the Bank shall be accepted by and be binding on the Borrower/s and shall be conclusive proof of the correctness of the amounts mentioned therein. Without prejudice to what is stated above, if the Borrower/s desire to question any statement or any part thereof the Borrower/s shall inform the Bank full details of the same in writing within 15 days of the receipt of the statement by the Borrower/s and the Borrower/s shall not be entitled to do so thereafter on any ground whatsoever.

20. If no Statement or notice, reminder or intimation is received by the Borrower regarding its obligation to pay the amounts payable hereunder and it shall be entirely the Borrower responsibility to contact the Bank and obtain duplicate Statement and ensure prompt and regular payment of the amounts payable by the Borrower to the Bank when due.

21. All sums payable by the Borrower as set out in the Transaction Documents shall be payable at the Concerned Branch or at such other place as that Bank shall designate and inform the Borrower accordingly and be paid free of any restriction or condition and free and clear of and without any deduction or withholding, whether on account of tax or otherwise. If the Borrower is obliged by law to make any deduction or withholding from any such sum, then the sum payable by the Borrower shall be increased to the extent necessary to ensure that, after making the deduction or withholding, the Bank receives and retains (free from any liability except for tax on overall net income) a net sum equal to what the Bank would have received and so retained if no such deduction or withholding had been required or made.

22. The Borrower emigrating and / or proceeding abroad on permanent employment or intending to become a Non Resident (NRI) as per Foreign Exchange Management Act must settle all outstanding and surrender the cheque book and ATM Debit card after checking the same with the Bank.

23. The Bank may, in its own discretion without assigning reasons and upon written notice mailed or delivered to the Borrower cancel/terminate the Smart Credit Facility herein granted and demand repayment thereof. Delivery of such notification by the Bank shall constitute sufficient notice of such cancellation/termination, and thereupon all debts, liabilities and other obligations of the Borrower under the Smart Credit Facility to the Bank including interest and commission thereon and all legal and other costs, charges, payments, re-imbursements and expenses relating thereto and payable hereunder and incidental to the Smart Credit Facility shall become due and payable forthwith.

24. In the event of the Smart Credit Account being overdrawn due to a debit transaction or the Borrower/s failing to pay the outstanding amount of the Smart Credit Facility, the Bank shall, without prejudice to its other rights, is hereby authorised by the Borrower to set off and appropriate any credit in any account of the Borrower against such overdrawn amounts without giving any prior notice.

25. The Borrower agrees that the Smart Credit facility shall be valid for a period of 1 (one) year from the date the account is set up. The Borrower also agree and authorise the Bank to, at its sole discretion and option to automatically renew/roll over/ revolve the Smart Credit Facility for such Limit, for such further periods and subject to such modification in the terms and conditions as the Bank may deem fit having regard to the applicable RBI guidelines in that behalf. In case the Smart Credit Facility is renewed / rolled over by the Bank at its sole discretion as aforesaid, the Borrower shall, if required and deemed necessary by the Bank execute all such supplemental agreements and/or other deeds, documents or other writings for the same, in favour of the Bank as the Bank may require.

26. The Borrower hereby agree and authorise the Bank to, at its sole discretion and under intimation to the Borrower, amend or modify the terms and conditions applicable to the said Facility and as set out in the Transaction Documents. The Borrower understands and expressly waives his/her right to consent prior to such amendment or modification. All such amendment or modification, shall be deemed to be effective and binding on the Borrower.

27. The Bank may give notice or communication under these terms and conditions in writing by delivering them by hand or by sending them by ordinary post or by printing the same on the Statement to the last address given by the Borrower.

28. Disclosure of information: Subject as hereinafter provided in the clause, the Bank shall preserve the secrecy of all details of transactions or dealing between the Applicant/Borrower and the Bank to the extent required by the general law. Notwithstanding the foregoing, the Applicant/ Borrower hereby consents, agrees and authorize the Bank to disclose information and data relating to the Applicant/ Borrower, information and data of any credit facilities availed of/to be availed of by the Applicant/ Borrower, and/or information and data relating to any default, if any, committed by the Applicant/ Borrower in discharge of the Applicant/ Borrower obligations (hereinafter collectively referred to as "the Information"). The Information pertaining to the Applicant/ Borrower may be disclosed by the Bank as and when the Bank deems it appropriate and necessary and disclose and furnish the same to the Credit Information Bureau (India) Limited (CIBIL) and/ or any other agency as deemed necessary at the sole discretion of the Bank. The Applicant/ Borrower r hereby affirms that the CIBIL and/or any other agency so authorized.