## Maybank Privilege Terms and Conditions

In these Terms and Conditions, unless the context requires otherwise, references to "you", "your" and "yours" refers to a Maybank Privilege Client and references to "we", "our", "ours" and "us" refers to Malayan Banking Berhad, Singapore Branch and its successors and assigns. Further definitions can be found in these Terms and Conditions.

- 1. Membership to our Maybank Privilege programme is by way of invitation only, based on the minimum Assets Under Management (as hereinafter defined) you have with us or by any other eligibility criteria determined at our discretion.
- 2. As a Maybank Privilege Client, you agree to abide and be bound by these Terms and Conditions governing the Maybank Privilege status in force from time to time.

## Maybank Privilege Status

- 3. To maintain your Maybank Privilege status, you must have and maintain at all times an aggregate monthly credit balance in deposits or in any relevant account or combination of relevant accounts with us ("Assets Under Management") such minimum sum as prescribed by us from time to time and/or satisfy such other criteria as we may from time to time impose; failing which we reserve the right to impose any fee(s) as shall from time to time be prescribed by us, or your Maybank Privilege status may be terminated.
- 4. We reserve the right to withdraw or terminate your Maybank Privilege status and privileges by giving you at least 30 days' prior notice, unless it is not practicable or reasonable to give such advance notice.
- 5. Your Maybank Privilege status and privileges shall be terminated forthwith upon your death, insanity or bankruptcy.
- 6. You authorise us, without notice to you, to charge and debit any of your account, outof-pocket costs, expenses and fees (inclusive of goods and services tax) of such amounts as may from time to time be notified to you in respect of the Maybank Privilege services offered by us. Such fees and expenses are not refundable upon termination of the Maybank Privilege status.
- 7. You agree and consent to us collecting, using, disclosing, processing or releasing, any information relating to you as we shall consider appropriate, and to the extent that the information is personal data, in connection with the purposes set out in our Data Protection Policy (accessible at: www.maybank2u.com.sg or which may be provided to you upon request), or as is otherwise required or permitted in accordance with applicable law to the following parties:
  - a. any credit bureau or any other organisation set up for the purpose of collecting and providing information relating to the credit standing of persons;
  - b. any other person(s) for the purpose of processing your Maybank Privilege status;
  - c. to the extent that the information is personal data, to the persons identified in the Bank's Data Protection Policy; and
  - d. to such persons as set out in the prevailing rules and regulations governing the account(s), the respective service(s) and/or the card(s) linked to your account(s)

with the Bank.

- 8. You agree and consent to us and our related corporations, collecting, using, disclosing and sharing amongst ourselves your personal data, and disclosing such personal data to our authorised service providers and relevant third parties for purposes reasonably required by us to process your Maybank Privilege status, provide you with the products or services which you are applying for, as well as the purposes set out in our Data Protection Policy. If you should withdraw your consent to the processing or handling of your personal data in respect of any purpose which we may reasonably consider to be essential in order for us to provide you with the products and/or services applied for, we shall be entitled to treat any of your account(s), service(s) and/or card(s) as having been terminated by you without prejudice to any rights and remedies which we may have at law against you.
- 9. You agree to abide by and be bound by the prevailing rules and regulations governing your account(s), the respective service(s) and the card(s) linked to your account(s) which have been furnished to you, and any amendments, alterations or variations as may be made by us from time to time.
- 10. We may from time to time at our discretion amend, add or delete these Terms and Conditions by giving to you at least 30 days' prior notice, unless it is not practicable or reasonable to give such advance notice. If you do not agree to be bound by the changes, you shall cease your use of the Maybank Privilege privileges and shall give us written notice to terminate your Maybank Privilege status.
- 11. We may notify you of any changes to the Terms and Conditions by post or by leaving the notice at your last known address in our records or by displaying such changes at our website or branches. You shall be deemed to have notice thereof on the date of publication or communication.
- 12. We may use any agents or third parties as we may reasonably select. We are not liable for any loss, damage, costs or expenses incurred by you as a result of the acts or omissions of any such agents or third parties provided that we have exercised reasonable care in the selection of such agents or third parties.
- 13. A person who is not a party to these Terms and Conditions may not enforce its terms under the Contract (Rights of Third Parties) Act.
- 14. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and you irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.