



Terms and Conditions of Business Solutions Service

Please read these Terms and Conditions carefully as they apply to, and regulate the linking of your Maybank Business Account for the purposes of information and data transmission of your payments, transactions, and other related data and information to a Partner Platform in order to use the Business Solutions Service. These Terms and Conditions highlight your responsibilities, the operations and possible risks in using the Business Solutions Service.

By subscribing to or utilising any Business Solutions Service, you agree to be bound by these Terms and Conditions.

These Terms and Conditions shall be read in conjunction with the Terms and Conditions of Access, Internet Banking Services, Funds Transfer and Remittance Services (if applicable), and any other applicable terms and conditions relating to any business solutions service of Maybank Group without limitation or qualification.

From time to time, we may revise these Terms and Conditions, in which case we will, by giving thirty (30) days prior notice, communicate the revision via a notice on Maybank website (https://www.maybank2u.com.sg/en/personal/about_us/others/terms-and-conditions.page?) or such other mode that Maybank deems appropriate, if any, at the absolute discretion of Maybank.

Your continued use of the Business Solutions Service subsequent to any such revision means you have accepted the changes. If you choose not to accept these Terms and Conditions and/or any of its revisions, please do not proceed and discontinue using the Business Solutions Service.

1. Business Solutions Service

- (a) The Business Solutions Service merely acts as a tool which enables the linking of your Maybank Business Account to the Partner Platform, for the purpose of:
 - (i) the provision and transmission (whether automatic, ad-hoc or otherwise) of all information and data of your Maybank Business Account to the Partner Platform relating to the relevant Business Solutions Service, which may include but not limited to your identity, bank account information, transaction data, payment limit, transaction type, account number, account name, transaction timestamp, transaction description and such other information and/or documents pertaining to or required for your use of the relevant Business Solutions Service ("**Transaction Data**");
 - (ii) the reconciliation (whether automatic, ad-hoc or otherwise) of your Maybank Business Account on the Partner Platform;
 - (iii) (if applicable) making any payment as required under or in connection with the relevant Business Solutions Service, such as payroll services; and
 - (iv) such other purposes as may be required to be performed by the Partner on the Partner Platform in connection with or as part of the relevant Business Solutions Service.

- (b) By subscribing to and/or utilising any Business Solutions Service, you authorise, consent, permit and instruct the Bank to:
- (i) link your selected Maybank Business Account to the relevant Partner Platform account for the purpose of digital reconciliation and/or such other purposes as mentioned in Clause 1(a);
 - (ii) collect, process, use and/or disclose your Transaction Data to the Partner and its Affiliates through the Partner Platform automatically and at any time without any reference to you, for any of the following purposes:
 - (A) the provision by us and/or the Partner to you of the Business Solutions Service;
 - (B) the operation of the Partner Platform;
 - (C) performing our obligations or to exercise our rights under or in connection with any agreements relating to the Business Solutions Service which we are bound by;
 - (D) preparing and managing reports on any matter relating to the use or operation of the Partner Platform and any related systems or connections;
 - (E) to comply with any applicable law, rules, guidelines orders or directions issued by any governmental and/or regulatory authority in Singapore or any relevant jurisdiction or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
 - (F) investigating a claim or dispute arising out of or in connection with the Business Solutions Service or these Terms and Conditions; and
 - (G) such purposes as set out in our Data Protection Policy accessible at www.maybank2u.com.sg; and
 - (iii) act upon and give effect to any instruction in relation to or as required for the Business Solutions Service, from the Partner Platform and/or Partner without further confirmation, validation or verification whether from you, the Partner any third party.
- (c) You acknowledge and agree that the Transactional Data may contain information considered personal data under data protection laws, including information about you, individual payees, individuals employed or engaged by, or otherwise connected with, your business or other individuals ("**Relevant Individuals**"). By subscribing to or utilising the Business Solutions Service, you warrant, represent and undertake that every Relevant Individual whose personal data is or may be comprised in the Transactional Data from time to time has been notified of, and has agreed, to their personal data being provided by us to the Partner and/or its Affiliates in accordance with these Terms and Conditions. You will advise any such Relevant Individuals that they have rights of access to, and correction of, their personal data.
- (d) You agree that the linkage of your Maybank Business Account to the Partner Platform ("**Linkage**") and your Transaction Data Sharing Consent shall remain in effect and valid at all times until or unless you unlink your Maybank Business Account from the Partner Platform, the Linkage expires, or the Linkage is suspended or terminated by the Partner or us.
- (e) The Business Solutions Service is available to our customers who are sole-proprietors, partnerships, private limited companies and clubs, societies and associations, who are registered users of Maybank Business Internet Banking with at least one active Maybank Business Account.

- (f) You must also be a registered participant of the Partner Platform in the capacity of a subscriber and user, in order to use the relevant Business Solutions Service.
- (g) For the avoidance of doubts, you agree that disclosure of any Transaction Data to the Partner by us via the Partner Platform under the Business Solutions Service may include disclosure to the Partner's Affiliates or such other third party that the Partner or its Affiliate may at their sole discretion decide. It is your sole responsibility to refer to the Partner's terms of use or check directly with the Partner for the details before you subscribe to or start using the relevant Business Solutions Service.

2. Linking and Unlinking

- (a) You may link your Maybank Business Account for the Business Service Solution via the Partner Platform (or such other means allowed or approved by us) from time to time.
- (b) You may unlink your Maybank Business Account from the Business Service Solution via the Partner Platform (or such other means allowed or approved by us) from time to time.
- (c) You acknowledge and understand that when you link your Maybank Business Account, we will automatically forward any Transaction Data we collect from you to the Partner Platform. In the event, your unique enterprise number or business registration number sent by the Partner to us cannot be matched, your account linkage request will be unsuccessful.
- (d) We will contact you via email and SMS, or such other appropriate means when your account linking is successful. In order to ensure that we can contact you we may register you with our SMS and/or email notification service. We are under no obligation to contact you in the event your linking/unlinking is unsuccessful or is rejected for whatever reasons.
- (e) All notifications sent by us to you in connection with the Business Solutions Service will be sent to the person(s) who you have duly authorised to receive such notifications on your behalf for our products and services, in accordance with our records. By utilising the Business Solutions Service you confirm that the recipient of all notifications sent in relation to linking/unlinking is duly authorised to receive such notifications and the information contained therein.
- (f) Once an account is unlinked from a Business Solutions Service, all your other accounts (if any) may be unlinked and we will not automatically link you for the relevant Business Solutions Service in relation to any other account you hold with us, for such cases you will be required to go through the linking process.
- (g) We have the right to reject your linkage requests without providing you a reason or prior notification to you.
- (h) We have the right to suspend or terminate the Linkage and/or the Business Solutions Service (or any part thereof) at any time (including where your account(s) with us are suspended or closed for any reason whatsoever) without any prior notice to you and we shall not be liable in contract, restitution, tort (including negligence) or otherwise for any loss, damage, expense or costs (including legal costs on an indemnity basis) to you or any other person caused by or arising out of such suspension or termination.

3. Confidentiality and Personal Data

- (a) Without prejudice and in addition to the provisions in Clause 1(b) above, you consent to, and (where relevant) shall procure that all Relevant Individuals (which definition shall, for the purpose of this Clause, include all such persons whose personal data has been disclosed by you to us) consent to us, our officers, employees, agents and advisers collecting, using and disclosing such information relating to you (and the Relevant Individuals) including details of its accounts to the following persons wherever situated (whether in Singapore or elsewhere) to the extent that the information is personal data, in connection with the purposes set out in Maybank Data Protection Policy, or as is otherwise required or permitted in accordance with applicable law:-
- (i) the Partner in connection with the Business Solutions Service;
 - (ii) any third party we may consider necessary in order for us to provide you with the Business Solutions Service or to give effect to any instruction given using the Business Solutions Service;
 - (iii) any financial institution (whether acting as our correspondent banks, agent banks or in relation to the provision of our products or services or otherwise);
 - (iv) our holding companies and any of our branches, representative offices, subsidiaries, related corporations and affiliates;
 - (v) to our stationery printer or agent for the purpose of printing and/or mailing personalised cheques and other documents;
 - (vi) any court, government and regulatory agency or authority;
 - (vii) any actual or potential assignee or transferee of, or participant or sub-participant in, any of our rights or obligations herein (or any of their agents or professional advisers);
 - (viii) our auditor;
 - (ix) any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau or agency;
 - (x) any service provider or any other related person(s) including third party service providers, sales and telemarketing agencies, business partners or otherwise under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on our behalf to you or in connection with such outsourcing arrangements that we may have with any third party where we have outsourced certain functions to the third party;
 - (xi) any debt collection agency or person engaged by us to collect any sums of money owing to us from you;
 - (xii) your agent, executor or administrator, receiver, receiver and manager, judicial manager and any person in connection with any compromise or arrangement or any insolvency proceeding relating to us;
 - (xiii) any joint account holder;
 - (xiv) to the extent the information is personal data, to the persons identified in the Maybank Data Protection Policy; and
 - (xv) any other person to whom disclosure is permitted or required by law.
- (b) This Clause 3 is not and shall not be deemed to constitute an express or implied agreement by you with us for a higher degree of confidentiality than that prescribed under any applicable laws, including without limitation, the Banking Act 1970 of Singapore. The consent and our rights under this Clause 3 are in addition to and are not affected by any other agreement with you and shall survive the termination of these Terms and Conditions, and the termination of any relationship between us and you.

- (c) If any Relevant Individuals should withdraw their consent to any or all use of their personal data, depending on the nature of the withdrawal request, we may not be in a position to grant the Business Solutions Service to you. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under these Terms and Conditions, and we may terminate the Business Solutions Service without prejudice to our other rights and remedies at law against us.
- (d) To the extent that the Relevant Individuals are providing their personal data to us through you in connection with the Business Solutions Service, you acknowledge and agree that you are responsible for ensuring that each Relevant Individual consents to the collection, use, disclosure and/or processing of their personal data by us and our authorized service providers for purposes set out in the Maybank Data Protection Policy, which we may update from time to time. You shall furnish each Relevant Individual with a copy of the terms that apply to the Business Solutions Service and the aforesaid Data Protection Policy

4. Liability and Indemnity

- (a) Any matter or dispute between you and the Partner or anything in relation to the Partner Platform shall be resolved between you and Partner.
- (b) You acknowledge and agree that we have no control over the Transaction Data or any part thereof immediately after the Transaction Data or any part thereof has left our servers to be disclosed by us to the Partner for the purpose of the Business Solutions Service. The use, access, control, disclosure, retention, destruction, protection, safekeeping, maintaining confidentiality and any other form of processing of such Transaction Data that has been released or transferred to the Partner for the purpose or as a result of the Business Solutions Service shall no longer be subject to our terms of service, but shall be subject to the Partner's terms of service, and we shall not be responsible or liable for the Partner's handling or use of such Transaction Data or for any losses, damages, claims, liabilities, costs or expenses arising from (whether directly or indirectly) any act or omission by the Partner in relation to such Transaction Data.
- (c) You acknowledge and agree, of your own volition, to be bound by all the Partner's terms of service in respect of the Business Solutions Service which may include, but not limited to the Partner's use, processing and storage of your Transaction Data arising from the Business Solutions Service or reconciliation as performed on the Partner Platform, such that we will not be held responsible or liable for any losses or damages that you may claim in future in respect thereof.
- (d) You shall be solely responsible for checking and ensuring the Transaction Data shared to the Partner via the Business Solutions Service is correct and accurate at all times. You acknowledge and agree that we may not be able to require the Partner to update, correct or change the Transaction Data once the Transaction Data has been forwarded to the Partner and it shall be your sole responsibility to contact the Partner if you need to update, correct or change any of such Transaction Data.
- (e) Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), we give no representation or warranty of any kind whatsoever and expressly

disclaim liability with respect to the Partner, the Partner Platform, and your use of the Business Solutions Service and the Partner Platform, including without limitation the following:

- (i) Any accuracy, adequacy, completeness, correctness, currency, timeliness, reliability, availability, performance, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose or continued availability of or in respect of the Business Solutions Service, the Partner Platform or Transaction Data;
 - (ii) that the Business Solutions Service or the Partner Platform, or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that their relevant servers are and will be free of virus or other malicious, destructive or corrupting code, programmes or macros;
 - (iii) Any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by the you due to your use of the Business Solutions Service or the Partner Platform; and/or
 - (iv) Any loss of or damage to your data, software, equipment, network access or other equipment used to access the Business Solutions Service or the Partner Platform.
- (f) You agree to release us (and our officers, directors, agents, subsidiaries, and employees) from any and against all claims, actions, losses, demands, costs, expenses and damages (actual and consequential) including legal costs on full indemnity basis of every kind and nature that you may incur or suffer arising out of or in any way connected with any dispute between you and the Partner or between you and us.
- (g) You shall indemnify, protect, defend and hold harmless us (and our officers, directors, agents, subsidiaries, and employees) from and against any and all losses, damages, claims, liabilities, costs or expenses arising out of, involving or in connection with the Business Solutions Service unless they are due to our fraud, gross negligence or misconduct.

5. General

- (a) You agree that we shall be entitled to impose fees and charges for providing the Business Solutions Service to you and revise such fees and charges from time to time by giving you 30 days' prior notice. Your utilisation of the Business Solutions Service will act as an acceptance of any fees and charges imposed or any such revision to the fees and charges.
- (b) We may assign any or all of our rights and obligations hereunder by notifying you. You may not assign any of your rights and obligations hereunder without our prior written consent which shall not be unreasonably withheld.
- (c) The Partner's status shall be that of an independent contractor and it is expressly understood that neither the Partner nor the Partner's personnel or Affiliates shall be deemed to be or have become an employee or agent of Maybank, its Affiliates or customers. Nothing in these Terms and Conditions is intended or shall be construed to create a relationship of principal and agency, partnership, or joint venture or relationship of employer and employee between the parties.
- (d) Any delay or failure by us to exercise our rights and/or remedies under these Terms and Conditions does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

- (e) If any term of these Terms and Conditions is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Terms and Conditions and rendered ineffective where possible without modifying the other terms of these Terms and Conditions.
- (f) You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms and Conditions by providing you with 30 days' written notice in such manner as we deem fit. We may also withdraw the Business Solutions Service at any time at our discretion without notice to you.
- (g) These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and you irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.
- (h) You are solely responsible in undertaking to understand, and agree to be bound by, all the Terms and Conditions as set out by the Partner and the Partner Platform, so that we will never have held nor ever hold any duty or responsibility to you to explain any rights and obligations as contained within those Terms and Conditions as set by the Partner and Partner Platform.

6. Definitions

In these Terms and Conditions, the following expressions, except to the extent that the context otherwise requires, shall have the following meanings:

"Affiliates" means, in relation to any party, any entity:

- (a) that Controls such party;
- (b) that is Controlled by such party; or
- (c) that is Controlled by an entity that also Controls such party.

"Business Solutions Service" means any business solutions service offered by us in collaboration with a Partner.

"Charges" means such as subscription and other fees, transaction charges, other charges that we may determine from time to time.

"Control" means, in relation to any party, direct or indirect control through the ownership of, or the power to vote, more than 50% of the voting shares or interest, including any subsidiary, holding company or operating division of that party from time to time.

"Linkage" has the meaning ascribed to it in Clause 1(d).

"Maybank" means Maybank Singapore Limited.

"Maybank Business Account" means a local and foreign currency conventional/Islamic deposit account opened and maintained by you with us and selected by you for the purposes of the Business Solutions Service.

"Maybank Group" refers to Maybank and its Affiliates.

“Partner”, in relation to a Business Solutions Service, refers to a software supplier that collaborates with us for the provision of that Business Solutions Service.

“Partner Platform”, in relation to a Partner, refers to the web or app interface of the Partner who is officially integrated with Maybank in offering the Business Solutions Service.

“person” includes any (i) individual, corporation, firm, partnership, limited partnership, limited liability partnership, society, association, trade union, institution, business concern, organisation; (ii) statutory body, agency or governmental authority (iii) quasi-governmental, intergovernmental or supranational body; (iv) regulatory, fiscal, taxing or other authority or organisation, in each case whether local or foreign

“SMS” means a Short Message Service that enables messages to be transmitted between mobile phones or such other telecommunication or electronic devices as the relevant service providers may make available.

“Transaction Data” has the meaning ascribed to it in Clause 1(a).

“Transaction Data Sharing Consent” means each of your authorisations, consents, permissions and instructions as specified in Clause 1(b).

“UEN” means a valid Unique Entity Number issued by the relevant UEN issuance agency listed in www.uen.gov.sg to companies, corporations, businesses, societies and other organisations and entities.

“we”, “us” and “ours” refer to Maybank.

“you”, “your” and “yourself” refer to any Maybank’s customer that registers for and/or uses the Business Solutions Service.

Words importing the singular number include the plural number, and vice versa.