



Terms and Conditions of Maybank VISA Personal Payment and MasterCard MoneySend

These Terms and Conditions govern the use of Maybank Visa Personal Payments and MasterCard MoneySend transfers.

1. Definitions

In these Terms and Conditions, unless the context requires otherwise, references to "we", "us" and "our" are to the Customer and references to "Bank" are to Maybank.

"Beneficiary Card" means a VISA Card or MasterCard which is credited through the use of the Facility by a Customer.

"Customer" means the customer of the Bank using the Facility who is an individual.

"Current Account" means any current accounts denominated in Singapore Dollars maintained by the Customer, from time to time, with the Bank.

"Facility" means the Maybank Visa Personal Payment and/or the MasterCard MoneySend facility granted or agreed to be granted or made available by the Bank to the Customer in accordance to the terms and conditions of this Agreement.

"Maybank Credit Card" means a Visa and/or MasterCard credit card issued in Singapore by the Bank, as a principal card or a supplementary card, to a Customer and includes any card issued in replacement or renewal thereof.

"Savings Account" means any savings accounts denominated in Singapore Dollars maintained by the Customer, from time to time, with the Bank.

"VISA Card" means all personal credit, debit or prepaid cards bearing the name VISA and/or service mark of VISA (whether or not it also bears the name and/or mark of any person or entities).

"MasterCard" means all personal credit, debit or prepaid cards bearing the name MasterCard and/or service mark of MasterCard (whether or not it also bears the name and/or mark of any person or entities).

Words importing only the singular number shall include the plural number and vice versa.
Words importing the masculine gender shall include the feminine gender and vice versa.
Words importing a person shall include a firm, company, corporation or other entity.

2. We may from time to time, use the Facility to debit such sum from our Savings Account or Current Account and transfer the said sum to any VISA Card or MasterCard issued in Singapore by any financial institution.
3. We acknowledge that each transfer is up to a maximum of S\$20,000.00 (or such amount as the Bank may determine) and the maximum transfer per day is S\$20,000.00 (or such amount as the Bank may determine upon approval by the Bank)



4. We acknowledge that the Bank shall be entitled to charge us such fees as may be determined by the Bank for the use of the Facility, which we agree to bear, and such amounts, charges or fees (including any remittance fees) chargeable by the Beneficiary Card's issuing bank at their prevailing rates. The Bank shall have the right to debit the Savings Account or, Current Account, (as the case may be) for the amount to be transferred together with any charges incurred or payable by us for use of the Facility. For the avoidance of doubt, we are aware that any fees charged by the Beneficiary Card's issuing bank may cause a reduction in the transferred amount.
5. We acknowledge and agree that the Bank, Visa International Service Association and/or MasterCard International Incorporated (or such other relevant party) ("Relevant Party") shall effect the transfer of such sum in accordance to the information and/or instructions provided by us, to the Beneficiary Card
6. We acknowledge that it is our sole responsibility to ensure that, when we provide the Bank with information and/or instructions as required by the Bank to effect the transfer, including but not limited to the number of the Beneficiary Card and the amount to be credited to the Beneficiary Card, such information and/or instructions is complete, accurate, true and correct. We further agree to provide such further information that the Bank may require on the Beneficiary Card or for the purpose of effecting the transfer.
7. We acknowledge that the Bank may accept and act upon our information and/or instructions transmitted to the Bank (whether actually provided by us or not) and that the Bank shall not be under any obligation to investigate the authenticity or authority of persons effecting the instructions or verify the accuracy and completeness of the information. We agree that the Bank may treat the information as valid notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such information and/or instructions.
8. Whilst the Bank shall undertake all endeavours to effect the transfer on receipt of our instructions, the Bank shall not be held responsible for performance hereunder and the Bank reserves the right to reject any instructions for a funds transfer and/or approve only part of the amount requested for transfer without assigning any reason whatsoever to us.
9. We agree that the Bank shall not be liable to us in any way for any loss or damage incurred by us whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission, delay or failure of transmission of instructions by Visa International Service Association, MasterCard International Incorporated or any other entity involved in the process of the funds transfer or due to any government order, law levy, tax or exchange restrictions or any other cause of any kind which is beyond the Bank's control.
10. We acknowledge and agree that the Bank does not warrant the security of any information sent or transmitted to it whether electronically or otherwise and we accept the risk that any information sent or transmitted to the Bank may be accessed by unauthorised third parties.
11. We acknowledge that the Bank shall not be liable for any unauthorized transactions and we agree to fully indemnify and hold the Bank harmless against any action, suit or proceedings initiated against it and for any loss, cost or damage incurred by it as a result thereof or arising from the Bank acting on our instructions to effect the transfer.
12. We understand that the Bank reserves the right to offer the Facility through any of its channels at its sole discretion and shall be entitled to withdraw the Facility entirely or through any of its channels without giving any notice or reason to us, without incurring any liability or responsibility whatsoever by reason of such withdrawal.

13. We understand that the Bank reserves the right at its absolute discretion to amend any of these Terms and Conditions or vary any fees charges in relation to the Facility by giving us 30 days prior notice and we agree that by using the Facility, we will be unconditionally bound by these Terms and Conditions and all amendments, revisions and additions which the Bank may at its discretion effect from time to time.

14. We consent to the Bank, its officers, employees, agents and advisers, collecting, using or disclosing information relating to us, our credit card(s), account(s), 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 the Bank's Data Protection Policy (accessible at: www.maybank2u.com.sg), or as is otherwise required or permitted in accordance with applicable law:
 - a. any member of Visa International Service Association and/or MasterCard International Incorporated;
 - b. any merchant, bank or financial institution;
 - c. the Bank's head office, and any of the Bank's branches, representative offices, subsidiaries, related corporations and affiliates;
 - d. to the Bank's stationery printer or agent for the purpose of printing and/ or mailing personalised Cards and other documents;
 - e. any court, government and regulatory agency or authority;
 - f. any supplementary cardmember;
 - g. any actual or potential assignee or transferee of, or participant or sub participant in, any of the Bank's rights or obligations herein (or any of their agents or professional advisers), or any person who has or may enter into contracts with the Bank in relation to the Bank's interests herein;
 - h. any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau or agency ;
 - i. 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 the Bank's behalf to us or in connection with such outsourcing arrangements the Bank may have with any third party where the Bank has outsourced certain functions to the third party;
 - j. any debt collection agency or person engaged by the Bank to collect any sums of money owing to the Bank from us;
 - k. our 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;
 - l. to the extent the information is personal data, to the persons identified in the Bank's Data Protection Policy; and
 - m. any other person to whom disclosure is permitted or required by law.



This clause 14.1 is not and shall not be deemed to constitute, an express or implied agreement by the Bank with us for a higher degree of confidentiality than that prescribed under any applicable law, including the Banking Act (Chapter 19). The consent and the Bank's right under this clause 14 are in addition and are not affected by any other agreement with us and shall survive the termination of any or all of our credit cards and/or other accounts and the termination of any relationship between the Bank and us.

15. These Terms and Conditions governing the use of the Facility are additional to those terms and conditions governing Savings Accounts, Current Accounts and Maybank Credit Cards.
16. A person who is not a party to these Terms and Conditions may not enforce its terms under the Contracts (Rights of Third Parties) Act of Singapore.
17. These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of Singapore and we irrevocably hereby submit to the nonexclusive jurisdiction of the Courts of Singapore. Nothing in this clause shall limit the right of the Bank to bring or commence any proceedings against us in any other court of competent jurisdiction elsewhere.