Effective as at 1 September 2025

Maybank Debit ATM Card Agreement

This Agreement contains the terms and conditions applicable to your Card and your Card Account(s). Please read them carefully before you use the Card. By using the Card, you agree to and will be bound by the terms and conditions of this Agreement.

When you read this Agreement, bear in mind that "you", "your" and "Cardmember" mean the person named on the Card. The words "we", "our and "us" refer to Maybank Singapore Limited and its successors and assigns.

1. CARD/PIN

1.1 RECEIPT OF CARD/PIN

Once your application for a Card is approved, we shall send you the Card and a PIN to be used in conjunction with your Card to your address registered in our records. We are not liable for any loss or damage which you may suffer if you fail to receive the Card and/or the PIN.

1.2 CARD TRANSACTIONS

You may use your Card and/or PIN for effecting Card Transactions, including transactions through the ATM and/or Card Not Present Transactions and/or Debit Transactions and/or any other transaction effected or carried out through any Electronic Service. No other person is allowed to use the Card and/or PIN to carry out any Card Transactions. We may determine the facilities that you may utilise using your PIN. Should we decide to, we may also modify any such facilities.

1.3 POINT OF SALE TRANSACTIONS

You may effect Point of Sale Transactions by signature and/or by PIN at Merchants' point of sale terminals.

1.4 SAFEGUARD CARD AND PIN

You are to take all precautions to safeguard your Card and PIN. You will remain liable for all unauthorised Card Transactions on your Card unless the conditions in Clause 5.3 below are fulfilled, in which case you shall be responsible for unauthorised Card Transactions made, up to S$100. Additionally, as Card Transactions may be effected by signature, the safekeeping of your Card is important to prevent unauthorised Card Transactions.

2. SPENDING LIMIT AND AVAILABLE BALANCE

2.1 SPENDING LIMIT

We may set a Spending Limit in relation to your Card Account, which we may vary without notice. We may set different Spending Limits for different types of Card Transactions (including an ATM Limit), which we may also vary without notice. The duration to which the Spending Limit is applicable shall be as prescribed by us and may vary for different types of Card Transactions.

2.2 ATM LIMIT

We may set an ATM Limit in relation to your Card Account, which we may vary without notice. You must not use or attempt to use your Card to effect any cash withdrawal or any other Card Transactions if the ATM Limit or Available Balance would be exceeded.

2.3 EARMARKED ON CARD ACCOUNT

Whenever we are informed or notified that any Card Transaction has been effected or completed or is proposed to be effected or completed on a Card Account, we may earmark or set aside out of the Available Balance on a Card Account an amount estimated by us or the Merchant to meet the amount for which that Card Transaction has been effected or completed or is likely to be effected or completed. Should we earmark or set aside any amount, the balance in your Card Account shall be reduced by such amounts that we earmarked or set aside. You may not stop payment on such Card Transaction nor use any amount earmarked or set aside by us.

2.4 CHARGES NOT TO EXCEED AVAILABLE BALANCE OR SPENDING LIMIT

You may effect a Card Transaction only if there are sufficient funds in your Card Account to cover such Card Transaction and the total charges incurred under your Card Account shall not exceed the Spending Limit that we have set for your Card Account. You shall not effect or attempt to effect any Card Transaction that would result in your Available Balance or Spending Limit being exceeded. We may also refuse to authorise any Card Transaction that you wish to effect even if such Card Transaction would not cause your Available Balance or Spending Limit to be exceeded.

2.5 EXCEEDING SPENDING LIMIT

Notwithstanding any other provisions of this Agreement, we may in our discretion and without giving prior notice approve, authorise or allow any Card Transaction to be effected during any period even though such Card Transaction would result in your Card Account being overdrawn and/or your Spending Limit being exceeded as a consequence. Our determination on whether your Spending Limit has been exceeded shall be conclusive and binding on you.

3. OPERATING YOUR CARD ACCOUNT

3.1 LIABILITY FOR CARD TRANSACTIONS

Except as otherwise provided herein, you are liable for all Card Transactions and cash advances. In addition, you shall be responsible for unauthorised Card Transactions made, up to S$100, provided that the conditions in Clause 5.3 below are fulfilled.

3.2 OVERDRAWN CARD ACCOUNTS

We may at our discretion allow your Card Account(s) to be overdrawn. We may charge interest and fees, calculated at such rate or amount as we may determine on such overdrawn amount. We may debit the interest and fees to your Card Account(s) monthly or at such other intervals as we may determine. The overdrawn amount, the interest and fees shall be payable by you on demand.

3.3 JOINT CARD ACCOUNT

Where the Card Account is in joint names and may be operated by any account holder singly, we may, at the request of any holder of the Card Account, issue a Card to such holder. All the joint Card Account holders are jointly and severally liable for the use of a Card under this Agreement.

3.4 DEBIT ACCOUNT

Notwithstanding Clause 3.3 above, in the case where the Card Account includes a Debit Account, we may request each holder of the Card to maintain a separate Debit Account with us, from which Debit Transactions are effected.

3.5 USE OF ELECTRONIC SERVICES

(a) We and/or the Participants may at any time without notice to you:

(i) determine and vary the frequency and manner of use of Electronic Services, transaction limits, operating hours, type of facilities and services available through Electronic Services; or

(ii) add or delete any Participant.

(b) Except as provided in Clause 5.3 below, you will be responsible for all Card Transactions made by the use or purported use of the Electronic Services by any person, with or without your authority, knowledge or consent, and may not claim against us in respect of any such use or purported use.

(c) We and/or the Participants may at any time, without notice to you and without assigning any reason therefor, and without liability for any inconvenience, loss, damage or injury suffered by you or any third party:

(i) limit, suspend or terminate any or all of the Electronic Services;
(ii) disallow any Card Transaction or allow a Card Transaction subject to such conditions as we see fit;
(iii) revoke or suspend your right and authority to use Electronic Services; or
(iv) retain or reject any Card and/or PIN.

(d) Any claims against or disputes with a Participant are to be settled between you and the Participant. You will not claim against us in this respect.

(e) Cash and proceeds of cheques (including house cheques) deposited through the Electronic Services cannot be withdrawn until collected and verified by us. Our determination of the amount deposited shall be conclusive against and binding on you.

3.6 SETTLEMENT

You hereby authorise us to debit your Card Account(s) for the settlement of all Card Transactions.

3.7 NETS CONTACTLESS CARD

(a) Where we have issued you with a NETS Contactless Card, you may use the Card to make Contactless Card Transactions at NETS Contactless Readers provided that you enter a PIN at the point of the transaction.

(b) By using the NETS Contactless Card you acknowledge the ease by which unauthorised Contactless Card Transactions can be made. As such, you undertake to be liable for all Contactless Card Transactions incurred using the NETS Contactless Card regardless of whether or not the Contactless Card Transaction was authorised by you.

4. CHARGES AND FEES

4.1 CASH WITHDRAWAL FEE

We may debit your Card Account(s) with a fee for each cash withdrawal. We may at our discretion waive such fee or charge for any cash withdrawal. However, such a waiver shall not oblige us to waive the fee for any other or future cash withdrawal.

4.2 OTHER CHARGES

In addition to the above, we may also debit your Card Account(s) and/or any other account you maintain with us where applicable for the following charges including but not limited to:

(a) cheque processing fee of such amount(s) as we may prescribe in the event that any cheque tendered in purported payment of any charges recorded in the Card Account(s) is dishonoured for any reason whatsoever;

(b) administrative fee of such amount(s) as we may prescribe for any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card and copies thereof which are made available at your request;

(c) where by any arrangement between you and any financial institution, any payment is to be made to us for credit to the Card Account(s), whether at regular intervals or otherwise, a fee of such amount(s) as we may prescribe from time to time for each occasion when any payment to us is not effected at the

time when such payment should have been effected in accordance with such arrangement; and

(d) any other fees and charges not specified above which we may impose at our discretion upon giving you 30 days' prior written notice.

4.3 RIGHT TO VARY CHARGES

We may at our discretion vary the rate or amount of any charge, fee or interest payable under this Agreement.

4.4 GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account(s) or debit the amount from any other account(s) you maintain with us.

4.5 CHARGES RESULTING IN OVERDRAWN CARD ACCOUNT

We shall be entitled to debit your Card Account(s) or any other account(s) you maintain with us in respect of any sum owed by you to us (whether incurred as Card Transactions, fees, charges, interests or otherwise) even if your Card Account(s) would be overdrawn as a consequence.

4.6 REVERSAL OF ENTRIES

If any payment has been made by us as a result of any Card Transaction:

(a) and the Card Account was consequently debited, but the debit was reversed in error or the Card Account was not debited at all; or

(b) after any payment instruction was given on the Card Account but before such payment instruction has been honoured,

then we shall be entitled to correct the Card Account by (i) debiting the Card Account with the amount paid by us; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Card Account, as the case may be.

4.7 CARD TRANSACTIONS IN FOREIGN CURRENCIES AND TRANSACTIONS PROCESSED OVERSEAS

(a) Card Transactions in foreign currencies other than US Dollars will be converted into US Dollars before being converted into Singapore Dollars. Card Transactions in US Dollars will be converted to Singapore Dollars. All conversions are subject to such exchange rate at such time as may be determined by the respective card association(s), namely Visa International Service Association and/or Mastercard International Incorporated at its absolute discretion. The exchange rate used for conversion may differ from the exchange rate at the time of the Card Transaction due to market fluctuations.

(b) Pursuant to Clause 4.7(a), the Bank shall charge the Cardmember the converted amount and the administrative fee of 2.25% for all of the said amount (or such fee as the Bank may determine from time to time) for all Consumer Cards (excludes Catholic High Alumni Platinum and Business Platinum Cards).

In addition, all Card Transactions in foreign currency will be subject to a charge of up to 1% on the converted Singapore dollar amount by the respective card associations.

(c) If the Cardmember has chosen to convert the overseas Card Transaction (including online Card Transactions) into Singapore dollars at the point of payment via dynamic currency conversion (a service offered at certain overseas ATMs and merchants), or the transaction is in Singapore dollar but processed by an overseas merchant (including online Card Transactions), the Cardmember acknowledges that the process of conversion and exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be.

All card transactions in Singapore dollars but processed overseas will be subject to an administrative fee of 1%.

The Bank may charge, credit and debit, as may be appropriate, all sums payable to the Bank under this Agreement to the Card Account.

5. LOSS, THEFT OF CARD OR DISCLOSURE OF CARD DETAILS/PIN

5.1 DUTY TO PREVENT LOSS, THEFT OR FRAUD

Your Card remains our property at all times and must be returned to us on request or on cancellation or termination of the Card and/or this Agreement. You must keep your Card securely and ensure that your Card Account number, PIN and other details of your Card are not disclosed to any other person. The Card is to be used solely by you and must not be transferred or pledged as security in any way.

5.2 DUTY TO NOTIFY US

You must notify us immediately if (a) the details of your Card are disclosed or known to any other person or (b) the PIN is disclosed or known to any other person or (c) the Card is lost or damaged or used by any other person or (d) any other event occurs which would, under the terms of this Agreement, allow us to suspend or cancel the use of the Card or any Electronic Services. In certain circumstances, we may also require you to make a statutory declaration and/or a police report accompanied by written confirmation of the loss, theft or disclosure and any other information that we may require. After receipt of any such notice from you, we may suspend or cancel your use of the Card and/or any Electronic Services at any time.

5.3 LIABILITY FOR LOST/STOLEN CARDS OR DISCLOSURE OF CARD DETAILS/PIN

If your Card is lost or stolen or if the PIN or other detail of your Card is disclosed or known to any other person, your liability for unauthorised Card Transactions effected after such loss, theft or unauthorised disclosure or knowledge but before we are notified thereof shall be limited to S$100 only if:

(a) you have immediately notified us of the loss, theft or unauthorised disclosure;

(b) you assist us in the recovery of the unauthorised charges incurred;

(c) at our request you furnish us with a statutory declaration and/or police report accompanied by written confirmation of the loss, theft or unauthorised disclosure and any other information that we may require; and

(d) we are satisfied that such loss, theft or unauthorised disclosure is not due to your negligence or default.

You shall not be liable for any Card Transactions carried out after we have been notified of the loss, theft or disclosure.

5.4 USE OF CARD

If the PIN is disclosed or known to any other person or the Card is used by any other person, you must not use the PIN and/or the Card until we issue a replacement PIN and/or Card to you. If you recover the lost or stolen Card, you must not use it and must immediately return the said Card to us cut in half.

5.5 REPLACEMENT OF CARD OR PIN

Following the occurrence of any event referred to in Clause 5.2 above, we may at our discretion issue a replacement PIN and/or Card and charge a replacement fee.

6. TERMINATION OF USE OF CARD AND CARD ACCOUNT

6.1 OUR RIGHT TO TERMINATE

We may suspend or terminate your Card Account(s), the use of the Card or your usage of Electronic Services at any time without having to give any reasons or notice.

6.2 YOUR RIGHT TO TERMINATE

You may terminate your Card Account(s) or the use of the Card at any time by giving us written notice.

6.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account(s) or the use of your Card for whatever reason, you shall not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent. You must return to us the Card cut in half. There will be no refund of any fees paid upon the termination of the Card for any reason whatsoever. Your obligations under this Agreement will continue and we shall remain entitled to debit your Card Account(s) or any other account(s) you maintain with us for all charges as well as Card Transactions that are carried out before or after the termination of your Card Account(s). Until such Card Transactions and any charges that may be imposed in this Agreement are paid in full, you (and any other person, if any, in whose name the Card Account(s) is maintained) shall remain liable to us.

7. LIABILITY OF CARDMEMBERS

You shall be liable for, and shall pay, us, on demand, the balance due to us on your Card Account(s), including all charges debited to your Card Account(s) in accordance with this Agreement or any other agreement between you (whether alone or jointly with any other person or persons) and us.

8. EXCLUSIONS AND EXCEPTIONS

8.1 NON-ACCEPTANCE OF CARD

To the extent permitted by law, we are not liable in any way:

(a) should your Card or PIN be rejected by a Merchant or Participant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction;

(b) for any malfunction, defect or error in any terminal used to process Card Transactions, or other machines or system of authorisation whether belonging to or operated by us or other persons;

(c) for any delay or inability on our part to perform any of our obligations under this Agreement or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to, any machines, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lockouts, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery;

(d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card;

(e) for our compliance with any instruction given or purported to be given by you relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;

(f) for the interception by or disclosure to any person (whether lawful or otherwise) of any data or information relating to you or any Card Transaction or Card Account transmitted through or stored in any electronic system or medium, howsoever caused;

(g) if you are deprived of the use of any Electronic Services as a consequence of any action by us and/or any Participant;

(h) any Electronic Service not being available due to system maintenance or breakdown or non- availability of any network; or

(i) for any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), any Participant, or any agent or subcontractor of any of the foregoing.

In any event, we are not and shall not be liable for anything done or omitted to be done except in the case of our gross negligence or willful default.

8.2 ISSUES WITH GOODS AND SERVICES

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card or Electronic Services nor are we responsible for any benefits, discounts or programmes of any Merchant or Participant that is made available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your Card Account(s) the full amount pursuant to that Card Transaction. You will settle any dispute directly with the provider of the goods and services or the Merchant or Participant. Your liability to us shall not in any way be affected by such dispute or any counterclaim, right of set-off or contractual right which you may have against any Merchant or Participant or person.

8.3 NO LIABILITY FOR CONSEQUENTIAL LOSS

Neither we nor any Participant shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services or your usage of the Card.

8.4 NO LIABILITY FOR CARD-NOT-PRESENT TRANSACTIONS

We may, in our discretion and without giving prior notice approve or authorise Card Not Present Transactions in which event you shall be liable for all Card Not Present Transactions effected through the use of your Card for any reason. We will not be liable to you in any way for any authorisation done in connection with Card Not Present Transactions.

8.5 RISKS OF USE

You agree that the use of the Card is at your own risk and you shall assume all risks incidental to or arising out of the use of the Card.

9. LAWFUL USE OF CARD AND CARD ACCOUNT

9.1 The Cardmember represents and warrants that the Cardmember is not a target or the subject of Sanctions, and the Card and Card Account (or proceeds of the same) involving the Bank and the Bank's related corporations have not or will not be utilised for the benefit of any person that is a target or subject of Sanctions or in any manner that would result in the Cardmember or the Bank and the Bank's related corporations being in breach of any applicable Sanctions or becoming a target or subject of Sanctions.

9.2 The Cardmember undertakes to inform the Bank in writing immediately if at any time the Cardmember becomes a target or the subject of Sanctions or if the Card or the Card Account (or proceeds of the same) are utilised in a manner contrary to this Clause.

9.3 The Bank reserves the right to not provide any product or service or process any transaction and/or may

suspend a transaction or service or terminate a transaction, service or our relationship with the Cardmember if (i) the Cardmember breaches any applicable law or Sanctions or (ii) by executing the transaction, providing the product or service or continuing the Bank's relationship with the Cardmember, it will cause the Bank to breach any applicable law or Sanctions.

10. COLLECTION, USE OR DISCLOSURE OF INFORMATION

10.1 COLLECTION, USE AND PARTIES TO WHOM DISCLOSURE MAY BE MADE

You consent to and (where relevant) shall procure that all persons whose data or information (including any personal data) has been disclosed to us by or through you (including the beneficial owners, authorised signatories and authorised persons) (collectively "Relevant Persons") consent to us, our officers, employees, agents and advisers collecting and using such information relating to you (and the Relevant Persons) including details of your Card Account(s), Card transactions, or tax or tax-related information (as the case may be) and disclosing the same to the following persons wherever situated, whether in Singapore or elsewhere, 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 Participant, Merchant, bank or financial institution;

(c) our holding companies and any of our branches, representative offices, subsidiaries, related corporations and affiliates;

(d) our 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 joint Card Account holders;

(g) 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), or any person who has or may enter into contracts with us in relation to our interests herein;

(h) any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau or agency;

(i) the Alumni/Association (if applicable);

(j) 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 behalf of us to you or in connection with such outsourcing arrangements we may have with any third party where we have outsourced certain functions to the third party;

(k) any debt collection agency or person engaged by us to collect any sums of money owing to us from you;

(l) 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 you;

(m) to the extent the information is personal data, to the persons identified in our Data Protection Policy; and

(n) any other person to whom disclosure is permitted or required by law and, to the extent that such data or

information is personal data, collecting and using such data for or in connection with the purposes set out in our Data Protection Policy accessible at: https://www.maybank2u.com.sg, as well as the purposes set out above, and disclosing such data to the above-mentioned parties as well as to the persons identified in our Data Protection Policy.

This Clause 10.1 is not and shall not be deemed to constitute, an express or implied agreement by us with you for a higher degree of confidentiality than that prescribed under any applicable law, including the Banking Act 1970 of Singapore. The consent and our right under this Clause 10.1 are in addition and are not affected by any other agreement with you and shall survive the termination of any or all of your Cards and/or other accounts and the termination of any relationship between us and you.

If any Relevant Person 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 continue providing our products or services to you or administer your Card and Card Account. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under this Agreement, and we may upon notice to you terminate your Card and Card Account without prejudice to our other rights and remedies at law against you.

To the extent that the Relevant Persons are providing their personal data to us through you in connection with the Card and the Card Account, you acknowledge and agree that you are responsible for ensuring that each Relevant Person consents to the collection, use, disclosure and/or processing of their personal data by us and our authorised service providers for purposes set out in our Data Protection Policy, which we may update from time to time. You shall furnish each Relevant Person with a copy of the terms that apply to the Card and the Card Account and the aforesaid Data Protection Policy.

10.2 DISCLOSURE BY OVERSEAS SERVICE PROVIDERS

You acknowledge and agree that overseas service providers may be required by law to disclose information received from us to third parties, such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.

10.3 NO WARRANTY OF SECURITY OF INFORMATION TRANSMITTED

You acknowledge and agree that we do not warrant the security of any information sent or transmitted to you whether electronically or otherwise and you hereby accept the risk that any information sent or transmitted to you may be accessed by unauthorised third parties. You shall not hold us or any of our officers, employees or agents responsible or liable in contract, tort (including breach of statutory duty), equity or otherwise for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access or disclosure.

10.4 PROVISION OF INFORMATION

You will provide us with any information or documentation that we may reasonably request relating to your use of the Card or the Electronic Services and shall cooperate with us in any related investigation or litigation.

11. SET OFF, CONSOLIDATION AND APPROPRIATION

11.1 EXTENT OF OUR RIGHTS

We and each of our related corporations shall be entitled at any time and without notice to you to combine or consolidate your accounts maintained with us and/or any of our related corporations (whether matured or not) and/or set off or transfer any sums that your account(s) is in credit of, towards the repayment of sums owed by you to us regardless of whether we or you have terminated the use of your Card or Card Account(s) or your use of Electronic Services and/or whether the balance owed to us has become due or payable.

11.2 SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES

Where any set off or consolidation undertaken by us and/or our related corporations involves the conversion of one currency to another, we and/or our related corporations shall make the necessary conversion at our prevailing currency exchange rate. Any losses that may arise from such conversion shall not be recoverable from us and/or our related corporations.

11.3 APPROPRIATION OF PAYMENTS

We may apply and appropriate any and all payments made or sent by you on your behalf in such manner and order and to such Card Transaction(s) as we may determine regardless of any specific appropriation made by you or the person making the payment. In the absence of any specific appropriation on our part, all payments shall be applied towards the balance on the Card Account(s).

12. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

Any of our records relating to your Card Account(s) and Card Transactions with your signature or authorised by your PIN are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. You shall also notify us in writing if you discover any errors or inaccuracies in any statement listing your Card Transactions. If you fail to inform us in writing of any error or inaccuracy in such statement within seven (7) days from your receiving it, the contents of such statement shall be conclusive and binding on you.

13. AMENDMENTS

13.1 CHANGES TO AGREEMENT

We may change and/or amend the provisions of this Agreement and/or create new terms and conditions at any time by giving you 30 days' notice of the changes provided that the obligation to give you advance notice does not apply if the changes are required in an emergency or where it is not practicable or reasonable to give such advance notice. The notification shall be made in accordance with Clause 13.2 below. Should you continue to keep or use the Card and/or the Electronic Services after the specified date, you shall be considered to have accepted the changes without reservation. If you do not accept the changes, you must stop using the Card and/or Electronic Services and terminate this Agreement.

13.2 PUBLICATION OF CHANGES

We may notify you of any changes to this Agreement by publishing such changes on our internet website, by displaying them at our branches or notifying you in accordance with Clause 15 below. We may however choose to inform you by other means of communication.

14. INDEMNITY

You will to the extent permitted by law indemnify us against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our having made available the Card or the Electronic Services or having entered into this Agreement with you or enforcement of our rights under this Agreement or in acting upon any instructions which you may give in relation to the Card or the Electronic Services or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours or your breach of this Agreement.

15. COMMUNICATION AND SERVICE OF DOCUMENTS

15.1 COMMUNICATION

We may send any notices, statements or any other communication to you by facsimile transmission, electronic mail, ordinary prepaid post or personal delivery to your last known address. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on the day immediately after the date of posting if sent by post in Singapore, and considered delivered five (5) days after the date of posting if sent outside of Singapore.

15.2 JOINT ACCOUNT

In the case where the Card Account is in joint names and more than one Card is issued in relation to that Card Account in accordance with Clause 3.3, any notices, statements or any other communication may be sent only to the Principal Cardmember.

16. DELEGATION TO AGENTS OR THIRD PARTIES

You agree that we may use any agents or third parties as we may reasonably select. We shall not be 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.

17. MISCELLANEOUS

17.1 RECOVERY OF COSTS

Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Agreement or arising out of our enforcement of any of our rights shall be recoverable by us from you on a full indemnity basis.

17.2 YOUR INSTRUCTIONS

All requests or instructions from you must be in writing and signed by you. We may choose to accept any instruction from you made through electronic mail, facsimile transmission and in the case of the telephone, such instruction that we believe is given by you even if you had not actually given such instructions. Instructions provided to us over the telephone may be recorded for the purposes of processing your instructions, attending to your enquiries, quality coaching, and record- keeping purposes. For more information, please refer to our Data Protection Policy. Any non-written instructions shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer. In the case where the Card Account is joint names and more than one card is issued in relation to that Card Account in accordance with Clause 3.3 above, any request or instruction from any joint Cardmember shall be binding on all other Cardmembers.

17.3 PROVISIONS OF CARD ACCOUNT TO PREVAIL

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have with us with respect to any Card Account or the Electronic Services, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). Should the provisions of this Agreement and the provisions of any such other agreement conflict, the provisions of this Agreement shall prevail.

17.4 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide additional services, benefits or programmes in connection with the use of your Card. Such additional services where provided may be withdrawn or changed at any time without notice to you. Those additional services, benefit or programmes may be subject to their own terms and conditions, including those imposed by third parties.

17.5 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us to exercise our rights and/or remedies under this Agreement 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.

17.6 TERMS AND CONDITIONS

In addition to this Agreement, the use of the Card and/or Electronic Services is also subject to our prevailing terms and conditions governing accounts, terms and conditions governing internet banking services, terms and conditions governing SMS Transaction Alerts and all other terms and conditions which may be applicable to the use of the Card or any Card Transaction or which may be imposed by us from time to time. If there is any conflict or inconsistency between this Agreement and such other terms and conditions, this Agreement shall prevail.

17.7 OTHER TERMS

All provisions and features of the Card set out in the application form for the Card, any fact sheet and any other document relating to or connected with the application for the Card or usage or features of the Card shall be incorporated and form part of this Agreement. If there is a conflict or inconsistency between this Agreement and those provisions, this Agreement shall prevail.

17.8 MAYBANK SINGAPORE E-PAYMENTS POLICY

The Monetary Authority of Singapore has issued the E-Payments User Protection Guidelines ("Guidelines") which sets out your rights and obligations with regards to carrying out electronic payment transactions with us. In response to the Guidelines and as part of our obligation to play a proactive role in educating our customers we have issued the Maybank Singapore E-Payments Policy ("E-Payments Policy"). The E-Payments Policy forms part of this Agreement and is legally binding on you. By applying for and utilising the products or services governed by this Agreement you confirm that you have read and understood the E-Payments Policy which can be found at https://www.maybank2u.com.sg

17.9 TERMS AND CONDITIONS OF PARTICIPANTS

In the event any Participant imposes any terms and conditions on the use of any Electronic Services, such terms and conditions whether imposed directly on you or on us or any other party shall be incorporated into and form part of this Agreement. Should such terms and conditions and the provisions of this Agreement conflict, the provisions of this Agreement shall prevail.

17.10 SEVERABILITY

If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

17.11 NO WAIVER

No failure to exercise, nor any delay in exercising, on our part any right or remedy under this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

17.12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Unless expressly provided herein, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Agreement.

17.13 GOVERNING LAW

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

18. DEFINITIONS

In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine or neuter gender and vice versa; references to persons are to be construed as references to an individual, company or trust as the context requires. Clause and other similar headings are for ease of reference and shall not affect the interpretation of any provision herein. In this Agreement, unless otherwise required:

(a) this "Agreement" means these terms and conditions as amended, modified or supplemented from time to time;

(b) "Alumni/Association" means the alumni or association pursuant to which membership you qualify for

the Card;

(c) "ATM" means an automated teller machine or card operated machine or device whether belonging to us or to Mastercard Global ATM Network, Cirrus ATM Network, VISA or PLUS ATM Network, the atm5 network or any other similar international network in which we may participate;

(d) "atm5" means the shared ATM Network operated by us, HSBC, Bank of China, Citibank, State Bank of India and Standard Chartered Bank;

(e) "Available Balance" in relation to any Card Account means the amount by which the balance in your favour in your Card Account exceeds the aggregate of all amounts which we have set aside or earmarked in respect of all Card Transactions effected or proposed to be effected on or in respect of that Card Account;

(f) "Card" means any contact or contactless card (including any credit or charge card), or any other electronic or computerized token, device or gadget, whether issued by us singly or jointly with any Participant, used to effect Card Transactions, including any replacement or renewed Card;

(g) "Card Account" means any account (whether savings or current or any other account, including Debit Account (if any)) of yours maintained with us which we have designated for the settlement of Card Transactions and/or accessed by you through the Electronic Services in addition to or in substitution for the Card Account originally accessed by you through the Electronic Services;

(h) "Card Not Present Transaction" means a Card Transaction effected in a merchant environment where the cardmember and the card are not physically present at the time of usage. Typical Card Not Present Transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments;

(i) "Card Transaction" means any transaction effected at or through an ATM, a Card Not Present Transaction, a Debit Transaction and any other transaction effected or carried out through any Electronic Service;

(j) "Debit Transaction" means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card in signature or by use of the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought from us;

(k) "Debit Account" means an account which we may request you to maintain with us, designated for the purpose of Debit Transactions, and which is not linked to any savings or current account;

(l) "Electronic Services" means any banking and other services or facilities which we and/or any Participant may make available to you from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside Singapore including any ATM services and any electronic funds transfer at the point of sale services, and where the context requires, also means any PIN and/or Card used to access Electronic Services;

(m) "Merchant" means any person, firm or corporation which enters into an agreement with the bank, or any member or licensee of the relevant card association (for example Mastercard International Incorporated or Visa International Service Association), or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred;

(n) "Participant" means any person, firm, company or organisation in Singapore or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing Electronic Services or any goods

and services in relation to the Card;

(o) "PIN" means any personal identification number, password, alphanumeric symbols or characters and/or any other form of electronic identification or signature, whether issued by us or any other Participant to you or selected by you in relation to the use of the Card and/or access of Electronic Services;

(p) "Point of Sale Transactions" means transactions initiated at Merchants' point of sale terminals;

(q) "Principal Cardmember" means where the Card Account is in joint names and more than one Card is issued in relation to that Card Account, the first named account holder of that Card Account;

(r) "Related corporation" has the meaning given to it in the Companies Act 1967 of Singapore;

(s) "Sanctions" means the economic, trade, financial or other sanctions laws, regulations, executive orders, embargoes or other restrictive measures enacted, imposed, administered or enforced from time to time by the United Nations, the United Kingdom, the United States of America, the European Union or its member states, Singapore or the governmental institutions or agencies of any of the foregoing; and

(t) "Spending Limit" means the maximum permissible limit prescribed by us for such duration as we may determine in respect of any Card Transactions.