

Terms and Conditions of Regional View Services

1. Specific Terms and Conditions

- (a) You consent and agree that Maybank Singapore Limited ("Maybank Singapore") and Malayan Banking Berhad ("Maybank Malaysia") are allowed to share with each other any or all your present and future personal data (i.e. name, date of birth and ID, etc.) and financial data (i.e. account name, number and balance, etc.) held with Maybank Singapore and/or Maybank Malaysia (including but not limited to details of any or all present and future account(s) (whether savings or current accounts, or those relating to deposits, debit and credit cards, loans, wealth/investment products or others) held by you (whether solely or jointly) with Maybank Singapore and/or Maybank Malaysia ("Account(s)")) at all times for the purpose of your application or registration for, access to and/or use of the Regional View services which include without limitation the following:
 - (i) linking/delinking your Accounts for Regional View services;
 - Accounts viewing (whether on Maybank2u Malaysia, Maybank2u Singapore, or any other website, mobile app or electronic platform as may be owned or provided by us for Regional View services); and
 - (iii) making transfer and bill payment via the linked Accounts,

without any reference to you, until such time you have successfully de-linked or de-registered from the Regional View services.

- (b) The Terms and Conditions of Internet Banking Services and Terms and Conditions of Access of Maybank Singapore Limited and Maybank Singapore's Privacy Notice will apply to your access to Maybank2u Singapore and the use of Maybank Singapore's website and the Regional View services provided by Maybank Singapore, and by accessing any page of the Maybank's Singapore website and/or using the Regional View services provided by Maybank Singapore, you agree to be bound by the said Terms and Conditions and Privacy Notice.
- (c) The Terms and Conditions of Maybank2u Online Banking Services and Maybank Group Personal Data Privacy Statement, will apply to your access to Maybank2u Malaysia and the use of Maybank Malaysia's website and the services provided by Maybank Malaysia, and by accessing any page of the Maybank Malaysia's website and/or using the Regional View services provided by Maybank Malaysia, you agree to be bound by the said Terms and Conditions and Privacy Statement.
- (d) Maybank Singapore and/or Maybank Malaysia has the rights to revoke your access to Regional View services immediately without prior notice if your personal or financial data are found to be incorrect or inconsistent with the data submitted at the point of your application for the services.
- (e) Your shared data will be retained by the respective entities for as long as necessary to comply with legal, regulatory and internal requirements.
- (f) The Personal Data Protection Act 2010 ("**PDPA MY**") and the Personal Data Protection Act 2012 ("**PDPA SG**") apply.

2. Linking and De-linking

- (a) You understand and agree that once you have successfully registered for, or any of your Accounts is successfully linked to the Regional View services, all your Accounts (whether present or future) will be automatically linked to the Regional View services.
- (b) You understand and agree that you will automatically be de-registered from, and/or your Accounts will be automatically de-linked from, the Regional View services in the event;
 - (i) any of your linked Accounts is closed by you or us; or
 - (ii) you are in breach of any of the terms and conditions referred to herein; or
 - (iii) we believe or we have been notified that the Regional View services linked to any of your Accounts has been misused in any manner whatsoever.
- (c) Once you are de-registered from the Regional View services or any of your Accounts has been de-linked from the service, all your other Accounts (if any) will be automatically de-linked from the service and we will not automatically re-register you for the Regional View services in relation to any other Account(s) you hold with us. For such cases, you will be required to go through the registration process again.

3. Suspension or Termination

We further reserve the right to suspend, terminate or deactivate or revoke any use of the Regional View services without any reasons at any time by giving notice in writing.

4. Confidentiality and Personal Data

- (a) You consent to, and (where relevant) shall procure that all relevant individuals whose personal data has been disclosed by you to us (collectively "Relevant Individuals") 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 Malaysia, 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. any third party we may consider necessary in order to give effect to any instruction given using the Regional View services;
 - ii. the receiver of any funds under the Regional View services;
 - 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;

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- 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 4 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 and the Financial Services Act 2013 of Malaysia. The consent and our rights under this Clause 4 are in addition to and are not affected by any other agreement with you and shall survive the termination of this Agreement 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 Regional View services to you. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under these Terms and Conditions, and we may terminate the Regional View services 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 Regional View services, 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 Regional View services and the aforesaid Data Protection Policy.

5. Liability and Indemnity

- (a) You acknowledge and agree that you are directly responsible for updating the information you have provided to us in relation to the Regional View services and that you have an obligation to keep your information secure. We shall not be held liable for any loss or damages suffered by you or any other party due to the unauthorised use of your information.
- (b) You understand that keeping funds or utilising funds that do not belong to you is a crime; if you receive monies via the linked Account under Regional View services from an unknown party you acknowledge and agree to inform us immediately. If we receive notification from you or another party that the funds have been transferred to your Account by mistake, we shall have the authority to debit your Account for the amount of the said funds without your consent. We will not be liable for any loss suffered by you for debiting your Account for the said purpose.

- (c) We cannot guarantee that any information you provide to us for the registration and use of the Regional View services will not be intercepted or accessed by third parties. We shall not be liable for any information which is intercepted or accessed by third parties.
- (d) The Regional View services are available on an 'as is' basis, you acknowledge that at certain times some or all of the functions under the Regional View services may not be accessible due to system maintenance or for reasons beyond our control. You also acknowledge that the operation of the Regional View services may be affected by weak network signal or restricted device functionality. As such, we do not warrant that the Regional View services will be available at all times.
- (e) All contents provided through the Regional View services are provided on an "as is" or "as available" basis, are for general information only and do not constitute any financial advice. We do not warrant the contents that may be obtained from the use of the Regional View services or the accuracy, adequacy or reliability of any content obtained through the Regional View services, whether or not the content is from us or any other third party, and we expressly disclaim liability for errors or omissions in the content or for any loss or damage which may result from accessing or relying on the content thereof.
- (f) You further agree that we shall be entitled at any time, at our discretion and without prior notice, to temporarily suspend the operations of the Regional View services for updating, maintenance and upgrading purposes, or any other purpose whatsoever that we deem fit, or terminate the Regional View services entirely at our discretion, and in such event, we shall not be liable for any loss, liability or damage which may be incurred as a result.
- (g) You undertake to indemnify us and hold us fully indemnified from and against all claims, proceedings, penalties, demands, losses, damages, liabilities, costs and expenses including legal costs on an indemnity basis which we or a third party may be subject to in connection with the provision of the Regional View services, including your breach of any of these Terms and Conditions.
- (h) We and our agents shall not be liable for any loss (direct or indirect), whatsoever incurred by you, or any other person in relation to the provision of the Regional View services including but not limited to any improper or unauthorised use of the Regional View services by you or any other person, any negligent act or willful misconduct, any governmental powers, force majeure, war, strikes, sabotage, computer breakdown or any other causes beyond our control or any event which makes it impossible or impracticable for us to perform our obligations in respect of any instruction submitted by you to us or where we are required to act in accordance with the laws and regulations in Singapore and Malaysia or any jurisdiction which relate to the prevention of money laundering, terrorist financing or the provision of any services to any persons which may be subject to sanctions.

6. **Right to alter the Service**

You agree that we may, at any time and from time to time, add to, vary, alter, suspend or remove any part of the Regional View services, and that upon being given 30 days prior written notice, we shall be bound by the terms and conditions in force governing any additions, variations or alterations to the Regional View services.

7. General Terms and Conditions

(a) We may assign any or all of our rights and obligations hereunder by notifying you. You shall not assign any of your rights and obligations hereunder without our prior written consent which shall not be unreasonably withheld.

- (b) 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.
- (c) 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.
- (d) 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 Regional View services at any time at our discretion without notice to you.
- (e) A person who is not a party to these Terms and Conditions shall not be entitled to enforce any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Act of Singapore.
- (f) 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.

8. Definitions

In these Terms and Conditions, unless the context requires otherwise, the following expressions shall have the meaning respectively ascribed to them

"We, our, ours or us" means any of Maybank Singapore and Maybank Malaysia or both, and their respective successors or assigns.

"You, your or yours" means any person in whose name is maintained one or more Accounts with us who uses the Regional View services, including any and/or all joint holders of the Account(s) (if applicable).

"Maybank Data Protection Policy" means Maybank Singapore's Privacy Notice and Maybank Group Personal Data Privacy Statement.

"Maybank Group Personal Data Privacy Statement" is accessible at Maybank Malaysia website

"Maybank Singapore's Privacy Notice" is accessible at Maybank Singapore website.