

# Terms and Conditions Governing the PayNow Service

In these Terms and Conditions, unless the context requires otherwise, references to "you", "your" and "yours" refers to the Maybank customer who is utilising the PayNow Service and references to "we", "our", "ours" and "us" refers to Maybank Singapore Limited and its successors and assigns. Further definitions can be found in the definitions section of these Terms and Conditions.

### A. PAYNOW

#### 1. PayNow Service

- a) The PayNow Service allows you to link an Account you have with us to your PayNow ID so that you have the option to receive incoming funds to the Linked Account using your Personal Identity Number or your Mobile Number as a reference, together with a Nickname that you create.
- b) You may link both your Personal Identity Number and Mobile Number as your PayNow ID to the same Account, or you may link one of the numbers to a different Account, however you cannot link more than one Personal Identity Number or Mobile Number as a PayNow ID to the same Account.
- c) Once you have linked your PayNow ID to an Account with us, you cannot link the same PayNow ID to an account you have with another PayNow Member.
- d) By registering for the PayNow Service you confirm that you have read, understood and agree to be bound by these Terms and Conditions. In the event you disagree with, or are unable to satisfy any of these Terms and Conditions you must terminate or cease the use of the PayNow Service via our Internet Banking Service or by submitting the necessary Maybank form to us.
- e) If you register for the PayNow Service via our Internet Banking Service, these Terms and Conditions are to be read in conjunction with our Terms and Conditions of Internet Banking. In the event of any inconsistency in these Terms and Conditions and our Terms and Conditions of Internet Banking in relation to the Service, these Terms and Conditions shall apply.
- f) We may adapt the PayNow Service in the future, due to system enhancements or changes to the specifications of the PayNow Service. As such, we may change or expand the Proxies which you may use to utilise the PayNow Service, from time to time without prior notice to you. Reference to the Proxies stated herein, will also include references to new Proxies.
- g) You acknowledge and agree that you shall not be allowed to, and hereby undertake not to, impose any surcharge or finance charge on any PayNow User for using PayNow or in connection with any PayNow transaction.

# 2. Registration and de-registration

- a) You will be required to register for the PayNow Service via our Internet Banking Service, or via such other means as we may notify you from time to time.
- b) When you register for the PayNow Service you must ensure that:
  - i. your PayNow ID is the same as the latest number which is on record with us. If you have multiple mobile numbers registered with us, you will only be able to use your primary number as the PayNow ID for the PayNow Service, and your primary number will be determined by us at our discretion:
  - ii. you have not previously used the same PayNow ID to register for the PayNow Service with any other bank or financial institution. If you have, it is your obligation to de-register from the PayNow Service with the other PayNow Member first, before applying with us;
  - iii. the Nickname you use for the PayNow Service is a name which the sender of funds will identify with you. If you do not enter a Nickname upon registration we will automatically use your full name as the Nickname; and
  - iv. you inform any joint account holder of a Linked Account that you have registered for the PayNow



Service and that funds may be debited and credited to and from the Linked Account in accordance with these Terms and Conditions.

- c) You acknowledge and understand that when you register for the PayNow Service we will immediately forward the information we collect from you to the PayNow Operator who will conduct a search of your information with the PayNow Register. In the event your PayNow ID is already contained in the PayNow Register your application for registration with us will be rejected.
- d) We will contact you via our Internet Banking Service (where applicable), Mobile Banking Service (where applicable), letter, email, SMS, or such other appropriate means when your registration has been successfully created or if your registration has been rejected. In order to ensure that we can contact you we may register you with our SMS notification service. If you do not want to receive SMS notifications you may de-register at any time by informing us via the channels made available to you.
- e) In the event you need to change or update any information which you have provided to us upon registration or if you wish to terminate your registration you must do so immediately via the channels made available to you. We will require a reasonable notice period to effect such changes.
- f) You agree that you will automatically be de-registered from the PayNow Service and the PayNow Register in the event:
  - i. your Linked Account is closed by you or us;
  - ii. you update us with a new Mobile Number and/or Personal Identity Number;
  - iii. the Mobile Number you used to register for the PayNow Service with us has since been terminated or recycled and is in use by another person;
  - iv. you are in breach of these Terms and Conditions;
  - v. we believe or we have been notified by the PayNow Operator or such other third party that the PayNow Service linked to your Account has been misused in any manner whatsoever;
  - vi. we are required by the law, regulation or court order to terminate your use of the PayNow Service:
  - vii. our relationship with the PayNow Operator is suspended or terminated for any reason; or
  - viii. for any reason, we are no longer providing PayNow Service.
- g) Once you are de-registered from the PayNow Service we will not automatically re-register you for the PayNow Service in relation to any other Account you hold with us, for such cases you will be required go through the registration process again.

## 3. Receiving Payment via PayNow

- a) The PayNow Service allows you to receive electronic funds transfers into your Linked Account from customers of PayNow Members using PayNow.
- b) You shall be solely responsible for checking and ensuring that the details, including your applicable registered PayNow ID, that you give to any person from whom you wish to receive funds are correct and accurate. We will not be verifying such details for you and shall not be liable to you or any other person for any error, loss or damage suffered by you or any other person in connection with any use of the PayNow Service arising out of or due to your details being incorrect or inaccurate, whether such mistake or error is caused by you or any other person.

### 4. Making Payment via PayNow

- a) If you are making an electronic funds transfer via the PayNow Service, you acknowledge and agree that all instructions (whether authorised by you or not) are irrevocable and binding on you upon transmission through the PayNow Service and we shall be entitled to effect, perform or process such instructions without your further consent and without any further reference or notice to you. As a sender of a funds transfer it is your obligation to check the intended recipient's Nickname before submitting an instruction for payment. We will not be liable for any transaction which is mistakenly sent via the PayNowService.
- b) You acknowledge and agree that we have no control over the information other PayNow Members include



in their notification(s) to their respective customers who are recipients of funds via the PayNow Service and that such information may include details of your Account with us.

c) You agree not to use the PayNow Service or permit or suffer the same to be used contrary to any written law and rule or regulations or laws made thereunder or for any unlawful purpose.

#### d) QR Code:

- i. If you elect to scan any QR Code in connection with the PayNow Service, you agree to comply with our terms and conditions, guidelines, policies and procedures from time to time pertaining to the use of such QR Code(s).
- ii. Your use of any QR Code to send funds via the PayNow Service is at your own risk, and you shall be solely responsible for (A) obtaining and maintaining, at your own cost, any hardware, software, equipment and communications network access necessary for the use or generation of any QR Code; (B) checking and ensuring the correctness and validity of the QR Code and the completeness and accuracy of all information in your payment instruction to us; and (C) verifying the actual receipt of funds by your payee.
- iii. You agree to release us from any liability whatsoever including for third party claims, for any generation, non-generation, scanning function, non-functioning or malfunctioning QR Code, expiry of a QR Code, use or misuse of a QR Code by you or persons accessing such QR Code with or without your permission or knowledge.
- iv. We expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from any use of or inability to use the QR Code to receive and/or send funds, and are not responsible for any incorrect, outdated, obsolete or superseded QR Code provided by any person to or obtained by you.
- v. If a QR Code does not work, it is your responsibility to make enquiries with us and/or to re-generate the QR Code if necessary.

## B. OVERSEAS SERVICES

### 5. Overseas Services

- a) We may at our discretion from time to time provide an Overseas Service to you as part of the PayNow Service, whereby your Linked Account will be enabled to receive electronic funds transfers from customers of Overseas Service Members using such Overseas Service.
- b) In addition to this Part B, the provisions in Part A above shall, where applicable and to the extent relating to any subject matter not referred to in this Part B, apply *mutatis mutandis* to the Overseas Service.
- c) We may at our discretion provide you an opt-out feature in respect of the Overseas Service. Where such option is made available to you, you may at any time opt out of the Overseas Service by submitting an opt-out request through such channels and on such terms as we may prescribe. You agree that in the event your opt-out request is successful, you will not be able to receive payments from any customer of any Overseas Service Member via any Overseas Service.
- d) You acknowledge and agree that if you are registered for PayNow Service and you have not (where such option is made available to you pursuant to paragraph (c) of this Clause) opted out of being a user of the Overseas Service or have not otherwise notified us that you do not wish to be a user of the Overseas Service, you will be automatically opted in as a user of the Overseas Service and all provisions herein that relate to the use of Overseas Service shall apply to you.
- e) Once you have been opted in as a user of the Overseas Service, you acknowledge and agree that any information you have provided in registering to be a PayNow User and/or otherwise in the course of opting in or being opted in for the Overseas Service, and your name based on the Bank's records (or a partially masked thereof) may be retrieved by any third party who uses the Overseas Service or who uses the payment services of any Overseas Service Members.



## 6. Receiving Overseas Payment

- a) Where an Overseas Service is made available to you as part of the PayNow Service, your Linked Account will be enabled to receive electronic funds transfers from customers of Overseas Service Members using such Overseas Service.
- b) Customers of Overseas Service Members will be able to carry out "look-up requests" (being electronic requests by such customers to identify you by a partially masked version of your name based on our records), if they are in possession of your PayNow ID (for the avoidance of doubt, in respect of a successful Overseas Service transaction, the full version of your name will be reflected in the relevant record of such Overseas Service transaction in the relevant overseas payer's statement of account).
- c) You shall be solely responsible for ensuring that the details, including your applicable registered PayNow ID, that you give to any person from whom you wish to receive funds are correct and accurate. We will not be verifying such details for you and shall not be liable to you or any other person for any error, loss or damage suffered by you or any other person in connection with any use of the Overseas Service arising out of or due to your details being incorrect or inaccurate, whether such mistake or error is caused by you or any other person.

### 7. Making Overseas Payment

- a) If you wish to use the Overseas Service to make electronic funds transfers, you must first submit a "look-up request" through such channels as prescribed by us from time to time to initiate the first step in making a transaction request, by providing such information as may be requested by us (such as the overseas recipient's mobile number) which corresponds to the overseas recipient's Overseas ID.
- b) If the information you submit via a look-up request corresponds to the overseas recipient's Overseas ID, you will be shown (via a display on the relevant screen) a partially masked version of the name of such person based on the records of the relevant Overseas Service Member (for the avoidance of doubt, in respect of a successful Overseas Service transaction, the full version of such name will be reflected in the relevant record of such Overseas Service transaction in your statement of account).
- c) You acknowledge and agree that all instructions or information provided or keyed in by you for the purposes of making any funds transfer under the Overseas Service are irrevocable and binding on you upon transmission through the Overseas Service and we shall be entitled to effect, perform or process such instructions or information without your further consent and without any further reference or notice to you. As a sender of a funds transfer via the Overseas Service, it is your obligation to check the intended recipient's details before submitting an instruction for payment. We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and we shall not be liable for any transaction which is mistakenly sent via the Overseas Service.
- d) We reserve the right to impose limits on the number of look-up requests you may submit.
- e) You acknowledge and agree that we have no control over the information other Overseas Service Members include in their notification(s) to their respective customers who are recipients of funds via the Overseas Service and that such information may include details of your Account with us.
- f) You agree not to use the Overseas Service or permit or suffer the same to be used contrary to any written law and rule or regulations or laws made thereunder or for any unlawful purpose.
- g) The provisions of Clause 4(d) shall apply *mutatis mutandis* to any QR Code in connection with an Overseas Service (if applicable).

### C. GENERAL

#### 8. 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 the 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 accounts and your Service Data 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 our Data Protection Policy (accessible at: www.maybank2u.com.sg), 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 Services, including but not limited to the PayNow Operator, the Associated Banks Of Singapore ("ABS"), Monetary Authority of Singapore ("MAS"), any PayNow Member and PayNow User (and in respect of an Overseas Service, the Overseas Operator, the equivalent of ABS and MAS in the relevant jurisdiction, any Overseas Service Member, Overseas Service User, settlement institution, and/or persons engaged in any aspect of the relevant Overseas Service including but not limited to any joint oversight panel established between the parties to any agreement relating to the relevant Overseas Service);
  - ii. the receiver of any funds under the Services;
  - ii. 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;
  - 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;
  - vi. any actual or potential assignee or transferee of, or participant or sub-participant in, any of the our rights or obligations herein (or any of their agents or professional advisers);
  - viii. our auditor;
  - k 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 the we may have with any third party where we have has 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;
  - xi. 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;
  - xi. to the extent the information is personal data, to the persons identified in the Maybank Data Protection Policy; and
  - xx. any other person to whom disclosure is permitted or required by law.
- b) This Clause 8 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 law, including the Banking Act 1970. The consent and our rights under this Clause 8 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 any Service to you. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under these Terms and Conditions, and we may upon notice to you terminate any 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 any 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 any Service and the aforesaid Data Protection Policy.

# 9. 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 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 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 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) We are not the owners of the PayNow Register, PayNow System or Overseas Service System, we do not operate or maintain the PayNow Register, PayNow System and Overseas Service System and because of this we cannot guarantee the security or the accuracy of the personal information or other information which is stored in the PayNow Register, PayNow System and Overseas Service System. As such, we shall not be liable for any unintended disclosure or leakage of information from the PayNow Register, PayNow System or Overseas Service System, or any payment made to a wrong party based on the information contained in the PayNow Register, PayNow System or Overseas Service System.
- e) The Services are available on an 'as is' basis, you acknowledge that at certain times some or all of the functions under the Services may not be accessible due to system maintenance or for reasons beyond our control. You also acknowledge that the operation of the Services may be affected by weak network signal or restricted device functionality. As such, we do not warrant that the Services will be available at all times.
- 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 any Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that we deem fit, or terminate any Service 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 Services, including your breach of any of these Terms and Conditions.
- h) To the extent permitted by law, 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 Services including but not limited to any improper or unauthorised use of any Service 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 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.



i) In addition to and without limiting any of our rights to convert any monies in your Account(s) from one currency into another at our then prevailing rate of exchange, you agree that we shall have the right to, effect any conversion of any amount, including any amount in any Account, from one currency into another for the purpose of any electronic funds transfer made or received by you in connection with an Overseas Service. You must indemnify us for any shortfall and be responsible for the losses, costs and risks arising from the conversion.

#### 10. General

- a) These Terms and Conditions govern the use of the Services and are additional to those governing your Account(s), ATM, Internet Banking Services, CreditAble Accounts, funds transfer services and any other services through which the Services are or will be provided, each of which may be amended or supplemented from time to time. In the event of any inconsistency, the terms and conditions stated herein shall prevail.
- b) You agree that we shall be entitled to impose fees and charges for providing the Services to you and revise such fees and charges from time to time by giving you 30 days' prior notice. Your utilisation of the Services will act as an acceptance of any fees and charges imposed or any such revision to the fees and charges.
- You shall be solely responsible for any information, text, photos, videos and other content ("Content") c) that you upload, post, email or otherwise transmit via the Service platform, including the form, content and accuracy thereof. By posting or distributing any Content on or through the Service platform, you represent and warrant to us that (i) you have all the necessary rights to post or distribute such Content, and (ii) your posting or distribution of such Content does not infringe or violate the rights of any third party. You hereby grant to us a worldwide royalty-free perpetual license of the copyright and intellectual property rights in such Content for any purpose it deems necessary, desirable or expedient, including the copying, transmission, distribution and publication thereof, unless restricted by applicable law. You agree that we shall not be under any obligation of confidentiality to you regarding any such Content transmitted to us using the Service platform unless otherwise agreed in a separate direct contract between you and us or required by law. We reserve the right, but shall not be obliged to: (i) monitor, screen, remove or otherwise control any Content uploaded by you; (ii) investigate any violation of the terms and conditions contained herein and take any action we deem appropriate; (iii) prevent or restrict access to the Service platform; and/or (iv) report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.
- d) 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.
- e) 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.
- f) 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.
- g) 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 Services at any time at our discretion without notice to you.
- h) 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.
- 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.

#### 11. Definitions



- 11.1 In these Terms and Conditions, unless the context requires otherwise, the following expressions shall have the meaning respectively ascribed to them:
  - "Account" means a Singapore Dollar deposit account or CreditAble Account held with us individually or jointly with any other person(s).
  - "Charges" means such subscription and other fees, transaction charges, other charges and interest rates that we may from time to time determine.
  - "Customer" means any person in whose name is maintained one or more Accounts with Maybank who uses the PayNow Service and/or Overseas Service to remit or receive funds. In the case of joint accounts, Customer refers to any and/or all joint holders of the Account.
  - "Linked Account" means an Account that has been successfully linked to a PayNow ID for the purpose of utilising the PayNow Service.
  - "Mobile Number" means a mobile phone number registered in your name which is on record with us
  - "Nickname" means a nickname or alias which you provide to us upon registration of the PayNow Service in ordered to be identified to receive funds.
  - "Operators" means PayNow Operator and/or Overseas Operator.
  - "Overseas ID" means any Unique Identifier(s) or other identifier(s) which taken alone or together is or are registered for an Overseas Service.
  - "Overseas Operator" means the operator of an Overseas Service System.
  - "Overseas Service" means a service which enables Linked Accounts to receive payments from Overseas Service Linked Accounts using PayNow IDs or Overseas IDs (as the case may be) as reference and vice versa.
  - "Overseas Service Member" means (in relation to a foreign jurisdiction) an entity which is designated by a body that is the equivalent of ABS and/or MAS (as the case may be) in that jurisdiction as a participant of the Overseas Service in that jurisdiction and which has signed an agreement with relevant parties including us to provide the Overseas Service.
  - "Overseas Service Linked Accounts" means the account/e-wallet of a customer of an Overseas Service Member which is linked to an Overseas ID for the purpose of utilising an Overseas Service.
  - "Overseas Service System" means the system maintained and operated by an Overseas Operator for access and use by the Overseas Service Members in its jurisdiction in connection with the Overseas Service in its jurisdiction.
  - "Overseas Service User" means a person who is a customer of an Overseas Service Member and a registered user of its Overseas Service.
  - "PayNow ID" means a Unique Identifier which is registered for PayNow Service, which may consist of your Mobile Number or Personal Identity Number; or such other Unique Identifiers which can be used as a PayNow ID from time to time such as a virtual payment address to register an account with a PayNow Member that is a major payment institution under the PSA, and includes any QR Code(s) or other means of identifying your PayNow ID to PayNow Users.
  - "PayNow Member" means a bank or financial institution that is offering the PayNow Service to its customers.
  - "PayNow Operator" means the operator of the PayNow System appointed by the Associated Banks of Singapore or such other entity, which may change from time to time.
  - "PayNow Register" means the register of customer information maintained by the PayNow Operator in order



to provide the PayNow Service via us to you.

**"PayNow Service"** means a service which enables Linked Accounts to receive payments from PayNow Users using PayNow IDs as reference and vice versa, and includes Overseas Services (where applicable).

"PayNow System" means the system maintained and operated by the PayNow Operator for access and use by PayNow Members in connection with PayNow Service.

"PayNow User" means a person who is a customer of a PayNow Member and a registered user of PayNow.

"Personal Identity Number" means your National Registration Identity Card number if you are a Singapore Citizen or Permanent Resident of Singapore.

"PSA" means the Payment Services Act 2019 and all subsidiary legislation and guidelines issued pursuant thereto, as amended, varied or revoked from time to time.

"QR Code" means a quick response code in the form of a two-dimensional barcode generated for the purposes of PayNow.

"Services" means PayNow Service and Overseas Service, and "Service" means any one of them.

"Service Data" means all information and any personal data required from you from time to time for purposes of us providing any Service including but not limited to account information, details of your Service registration, QR Code(s) and data generated in connection with your use of the Service and payments into your Linked Account.

**"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.

"Unique Identifier" means a mobile number or NRIC/FIN and/or other type of unique identifier, which can be registered in the case of PayNow, as a PayNow ID or in the case of an Overseas Service, an Overseas ID in the jurisdiction of the relevant Overseas Service.

- 11.2 The headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing these Terms and Conditions. Unless the context or the provisions of these Terms or Conditions otherwise require:
  - i. words importing the singular number include the plural number, and vice versa;
  - ii. references to the neuter gender include the masculine and feminine genders
  - references to statutes and other legislation include re-enactments and amendments thereof and include any subordinate legislation made under any such statute;
  - iv. references to a party include its permitted assigns and transferees and its successors-in-title; and
  - v. references to any document include all confirmations, amendments, variations, modifications, replacements and supplements thereto.