

## TERMS AND CONDITIONS GOVERNING EDP/EDP+ SERVICES

### 1. Introduction

- 1.1 In these terms and conditions ("**Customer Agreement**"), the terms "we", "us" or "our" refer to Maybank Singapore Limited and its successors and assigns ("**Bank**"), and the terms "you" or "your", or where relevant, "Customer Payer" or "Customer Payee", refer to the Bank's customer who is using the EDP Scheme (defined below), and the term "**Parties**" refers to you and us.
- 1.2 The EDP Scheme (defined below) is for the making of a payment, through the creation of an EDP for a payee, which is deferred to such time when the EDP Payee presents the EDP for payment in accordance with the relevant terms between such EDP Payee and a Participating Bank. In the case of an EDP+, upon its creation, the EDP+ is an indication to a payee that the Bank has debited the EDP+ Amount and should not be construed as the digital equivalent of a cashier's order, cheque or any bill of exchange.
- 1.3 The EDP Scheme is accessed via our internet banking service and accordingly you will also be bound by our standard terms and conditions relating to internet banking services. In the event of any inconsistency, the terms and conditions stated herein shall prevail to the extent of such inconsistency.

### 2. Definitions

- 2.1 "**Account Name Enquiry**" is defined in Clause 3.1.1(i)(b).
- 2.2 "**Additional Terms and Conditions**" is defined in Clause 6.5.
- 2.3 "**Bank**" is defined in Clause 1.1.
- 2.4 "**PayNow**" means the Central Addressing Scheme governed by the applicable Operating Rules for the Central Addressing Scheme, as amended, added or revoked from time to time.
- 2.5 "**Customer**" means the customer of the Bank.
- 2.6 "**Customer Agreement**" is defined in Clause 1.1.
- 2.7 "**Customer Payee**" means a Customer who is the recipient and payee of an EDP and "**EDP Payer**" means a customer of any Participating Bank who is the creator and payer of such EDP.
- 2.8 "**Customer Payer**" means a Customer who is the creator and payer of an EDP and "**EDP Payee**" means a customer of any Participating Bank who is the recipient and payee of an EDP created by a Customer Payer.
- 2.9 "**Deemed Intended Recipient**" is defined in Clause 3.1.1(iii).
- 2.10 "**EDP**" and "**EDP+**" means an electronic deferred payment transaction created by a payer via a Participating Bank for payment of such electronic deferred payment transaction to be made to a payee of a Participating Bank after successful presentment in the manner prescribed under the EDP Scheme.
- A reference to "**EDP**" shall in this Customer Agreement unless the context does not permit, include a reference to "**EDP+**". For the avoidance of doubt, where "**EDP**" and the Electronic Deferred Payment Scheme are renamed to such other name as may be designated by the Scheme Owner from time to time, all references to "**EDP**" in this Customer Agreement shall be construed to refer to such new name.
- 2.11 "**EDP Amount**" is defined in Clause 3.1.3(i).
- 2.12 "**EDP+ Amount**" is defined in Clause 3.1.3(ii).

- 2.13** “**EDP Instruction**” means any instructions, directions, communications or requests in relation to EDP sent, through such channels as may be made available by the Bank, by you or any person purporting to be you or by any person acting on your behalf or purporting to be acting on your behalf.
- 2.14** “**EDP Scheme**” means the electronic deferred payment scheme designated or known as designated or known as “Electronic Deferred Payment Scheme” (or such other successor or replacement name as may be designated by the Scheme Owner from time to time), including the services, content and functions made available by the Bank to Customer in relation to such scheme.
- 2.15** “**Look-up Request**” is defined in Clause 3.1.1(i)(c).
- 2.16** “**Look-up Response**” is defined in Clause 3.1.1(i)(c).
- 2.17** “**Name**” means the name of the Registered PayNow User, such as the applicable registered entity name.
- 2.18** “**Nickname**” means the nickname or alias of the Registered PayNow User as designated under PayNow.
- 2.19** “**Operator**” means the operator of the EDP Scheme appointed by the Scheme Owner.
- 2.20** “**Participating Applicant**” means a person or entity who uses or desires to use the EDP Scheme.
- 2.21** “**Participating Applicant Bank**” means the Participating Bank with whom the Participating Applicant opens and maintains a bank account to use the EDP Scheme.
- 2.22** “**Participating Bank**” means an entity which is for the time being entitled to participate in the EDP Scheme.
- 2.23** “**Parties**” is defined in Clause 1.1.
- 2.24** “**Payee Bank**” means (1) in the case of a Customer Payee, the Bank; or (2) in the case of a EDP Payee who is a customer of a Participating Bank other than the Bank, such Participating Bank of the bank account which the EDP will be credited into.
- 2.25** “**Payer Bank**” means (1) in the case of a Customer Payer, the Bank; or (2) in the case of a EDP Payer who is a customer of a Participating Bank other than the Bank, such Participating Bank of the bank account which the EDP will be issued from.
- 2.26** “**Proxy**” means a unique identifier of the EDP Payee (such as the UEN or UEN plus suffix combination of the EDP Payee or the EDP Payee’s mobile number or NRIC / FIN, as the case may be) designated as such by Payee Bank where applicable and registered as such under PayNow.
- 2.27** “**Purpose**” means: (i) to give effect to any EDP Instruction; and (ii) for compliance with any order of any court or government or regulatory authority in any jurisdiction.
- 2.28** “**Registered PayNow User**” means a registered user under PayNow, with a participating bank under PayNow.
- 2.29** “**Scheme Owner**” means the owner of the EDP Scheme for the time being.
- 2.30** “**UEN**” refers to the Unique Entity Number which serves as a standard identification number for an entity and which is issued by the applicable Unique Entity Number issuance agencies.
- 2.31** “**Validity Period**” is defined in Clause 3.1.2(i).

### 3. Transactions via EDP Scheme

#### 3.1 Terms applicable to Customer Payers

##### 3.1.1 Creation of EDP

- (i) Payments may be made to:
  - (a) an intended recipient's account number with the Payee Bank;
  - (b) an intended recipient's account number by an account name enquiry directly to the Payee Bank ("**Account Name Enquiry**"). Customer Payer hereby acknowledges that such Account Name Enquiry shall be submitted, received, and utilised in accordance with, and governed by applicable procedures or guidelines on use which the Bank may prescribe from time to time (including name masking requirements), as amended from time to time; or
  - (c) an intended recipient's details which correspond to such intended recipient's Proxy by submitting "Look-Up Requests" ("**Look-up Request**") and receiving "Look-up Responses" ("**Look-up Response**"). Customer Payer hereby acknowledges that all Look-Up Requests and Look-Up Responses shall be submitted, received, and utilised in accordance with, and governed by applicable procedures or guidelines on use which the Bank may prescribe from time to time.
- (ii) An EDP Instruction to the Bank to create an EDP for payment to an intended recipient shall be subject to Clause 3.1.5(iv) and must include such information as may be requested by the Bank, through such channels as may be made available by the Bank. Before submitting such an EDP Instruction, Customer Payer is responsible for checking:
  - (a) that the account number submitted corresponds to the intended recipient;
  - (b) that the masked name that is obtained as a result of the Account Name Enquiry is the intended recipient;
  - (c) that the Name or Nickname that is obtained from a Look-Up Request (as the case may be) is the intended recipient; and
  - (d) the accuracy of all submitted information (including the EDP Amount and EDP+ Amount (as the case may be) and the intended recipient's details), and

the Bank shall not be liable to Customer Payer for any losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever in connection with Customer Payer's failure to take all steps to ensure that payment is made to the intended recipient or any errors in the EDP Instruction attributable to the Customer Payer.
- (iii) Customer Payer acknowledges and agrees that:
  - (a) the account number submitted;
  - (b) the masked name that is obtained as a result of the Account Name Enquiry; and
  - (c) the Name or Nickname that is obtained from a Look-Up Request (as the case may be),

shall be deemed to be the intended recipient (the “**Deemed Intended Recipient**”) to which payment of the EDP Amount or the EDP+ Amount(s) (as the case may be) may be made. The Bank’s obligation is limited to processing the EDP Instruction to the Deemed Intended Recipient. The Customer Payer shall be solely responsible for verifying the actual receipt of funds by the intended recipient of the EDP Amount or the EDP+ Amount(s) (as the case may be).

- (iv) Entirely without prejudice to the Bank’s right not to proceed to act on or to reject the EDP as set out in Clauses 3.1.4, 3.1.4(ii) and 3.1.5(iv) below or as otherwise prescribed by the Bank and unless the EDP is cancelled in accordance with Clause 3.1.5(ii), once an EDP Instruction has been submitted, it will be deemed irrevocable and Customer Payer will not be able to withdraw, cancel or make any changes to such EDP Instruction.
- (v) Each EDP created by Customer Payer may be communicated to EDP Payee in the Bank’s discretion in the manner compliant with the EDP Scheme.

### **3.1.2 Validity Period:**

- (i) Customer Payer acknowledges and agrees that each EDP (including any EDP+) will have a validity period of six (6) months from the stipulated effective date specified in the EDP at the time of creation, subject to: (a) any cancellation by Customer Payer; (b) rejection by EDP Payee; and/or (c) rejection of any EDP Instruction by the Bank pursuant to Clause 3.1.5(iv) (“**Validity Period**”).
- (ii) **Lapse of Validity Period for EDP+:** Any refund after the Validity Period in respect of an EDP+ has lapsed (whether due to a lapse of time, non-presentment by the EDP Payee or otherwise) shall be at the Bank’s discretion in accordance with Clause 3.1.3(iii).

### **3.1.3 Debiting and payment**

- (i) **EDP – debiting and payment after presentment:** Without prejudice to the generality of Clause 3.1.5(i) below, in the case of an EDP (and not an EDP+), Customer Payer hereby authorises the Bank to, after successful presentment of an EDP (and not an EDP+) by EDP Payee during the Validity Period, debit the value of the EDP (“**EDP Amount**”) from the Customer Payer’s bank account and process a transfer of such amount to the Payee Bank or, where the Payee Bank is also the Bank, the Bank can process the transfer of such amount to the EDP Payee’s bank account; and
- (ii) **EDP+ – debiting upon creation and payment after presentment:** Without prejudice to the generality of Clause 3.1.5(i) below, in the case of an EDP+, Customer Payer hereby irrevocably authorises the Bank to, (a) debit the full value of the EDP+ (“**EDP+ Amount**”) from the Customer Payer’s bank account upon or after creation of the EDP+ and (b) after successful presentment in the manner prescribed under the EDP Scheme by EDP Payee, process a transfer of such amount to the Payee Bank or, where the Payee Bank is also the Bank, the Bank can process the transfer of such amount to the EDP Payee’s bank account.
- (iii) **EDP+ – effect of debiting of EDP+ Amount:** Upon the debiting of the EDP+ Amount from the Customer Payer’s bank account in accordance with Clause 3.1.3(ii), the Customer Payer shall have no right or entitlement whatsoever to, and shall have no right and entitlement whatsoever to require or demand from the Bank the refund of, the EDP+ Amount (or an equivalent sum). Any refund of the EDP+ Amount is a separate and independent obligation and shall be subject to the Bank’s discretion, and the Customer Payer shall only have the right to request such a refund after the EDP+ is rejected, cancelled and/or the Validity Period in respect of the EDP+ has lapsed for any

reason. Any such refund (if made at the Bank's discretion) shall be made by a credit of the EDP+ Amount (less all charges, costs and expenses) to the Customer Payer's bank account with the Bank.

### 3.1.4 Rejection of EDP by the Bank

(i) **EDP may be rejected after presentment by EDP Payee:** (in the case of an EDP other than an EDP+) Customer Payer acknowledges and agrees that the EDP may be rejected by the Bank and payment will not be made to EDP Payee if, at any point from presentment until settlement:

- (a) the Customer Payer's bank account with the Bank is closed, inactive, dormant, suspended, frozen or terminated by the Bank for any reason whatsoever, or where the Bank is otherwise restricted by law or contract to make such payment;
- (b) the Customer Payer's bank account with the Bank has insufficient balance for the Bank to debit the full EDP Amount;
- (c) in the Bank's opinion, the Bank has reason to believe that the Customer Payer is in breach of, or has failed to observe or comply with, any of the terms of this Customer Agreement;
- (d) the EDP cannot be verified in the Bank's records; or
- (e) any technical or operational reason, or any other reason in the reasonable opinion of the Bank, prevents the processing or completion of any requisite steps relating to the verification or acceptance of the EDP in the manner prescribed under the EDP Scheme.

The above grounds may not be exhaustive, and neither the Bank nor the Payee Bank shall have an obligation to notify you on the grounds of rejection of any EDP.

(ii) **EDP+ may be rejected in certain scenarios:** Without prejudice to Clause 3.1.5(iv), (in the case of an EDP+) Customer Payer acknowledges and agrees that the EDP+ may be rejected by the Bank and payment will not be made to EDP Payee if:

- (a) the Customer Payer's bank account with the Bank is closed, inactive, dormant, suspended, frozen or terminated by the Bank for any reason whatsoever;
- (b) the Bank is restricted by law or regulation, business practice, policy, procedure, direction by any regulatory authority or contract to make such payment or if the Bank is required to comply with any court order (including any injunction, winding-up or bankruptcy order) or has actual knowledge of bankruptcy, winding-up or other insolvency proceedings or procedures having been commenced in respect of the Customer Payer;
- (c) in the Bank's opinion, the Bank has reason to believe that the Customer Payer is in breach of, or has failed to observe or comply with, any of the terms of this Customer Agreement;
- (d) the EDP+ cannot be verified in the Bank's records; or
- (e) any technical or operational reason, or any other reason in the reasonable opinion of the Bank, prevents the processing or completion of any requisite steps relating to the verification or acceptance of the EDP in the manner prescribed under the EDP Scheme.

The above grounds may not be exhaustive, and neither the Bank nor the Payee Bank shall have an obligation to notify you on the grounds of rejection of any EDP+.

### 3.1.5 General terms relating to EDP Instructions of Customer Payer and EDP Scheme

#### (i) Authority to act upon EDP Instructions

- (a) **EDP:** In consideration of the Bank agreeing to process and act on any EDP Instructions submitted by Customer Payer in respect of an EDP (and not an EDP+), the Customer Payer appoints the Bank to be the agent to effect payment and confers on the Bank a power of attorney for the Customer Payer and in the name or otherwise on its behalf and as its act and deed, without any reference to or consent from the Customer Payer, to (I) debit the EDP Amount(s) from the Customer Payer's bank account; (II) make payment of the EDP Amount(s) to the Payee Bank; and (III) do all deeds, acts and things which may be required in respect of (I) and (II).
- (b) **EDP+:** In consideration of the Bank agreeing to process and act upon any EDP Instructions submitted by Customer Payer in respect of an EDP+, the Customer Payer irrevocably and unconditionally appoints the Bank to be the agent to effect payment and confers on the Bank a power of attorney for the Customer Payer and in the name or otherwise on its behalf and as its act and deed, without any reference to or consent from the Customer Payer, to (I) debit the EDP+ Amount(s) from the Customer Payer's bank account; (II) make payment of the EDP+ Amount(s) to the Payee Bank; and (III) do all deeds, acts and things which may be required in respect of (I) and (II).

#### (ii) EDP Cancellation

- (a) **Cancellation of EDP:** In relation to an EDP Instruction for the Customer Payer's cancellation of an EDP (and not an EDP+), Customer Payer acknowledges and agrees that Customer Payer can only do so through such channels as may be made available by the Bank and subject to such processes, conditions and/or requirements as may be imposed by the Bank.
- (b) **Cancellation of EDP+:** Customer Payer acknowledges and agrees that Customer Payer cannot cancel an EDP+ unless it has complied with and fulfilled such processes, conditions and/or requirements as may be imposed by the Bank, including but not limited to, the Customer Payer's execution of any indemnity in favour of the Bank and the Customer Payer's provision of any police report. Such request to cancel can only be effected through such channels as may be made available by the Bank.
- (iii) Customer Payer acknowledges and agrees that an EDP and EDP Payee's notification or receipt of the EDP does not impose, nor should be construed as imposing, an obligation on the Bank enforceable by the EDP Payee to pay or guarantee the payment of the EDP Amount or the EDP+ Amount(s) (as the case may be) to the EDP Payee.
- (iv) The Bank shall be entitled, at its discretion, to reject or refuse to accept or process or to cancel any EDP Instruction without any prior notice and shall not be required to give any reason for the same.
- (v) **Charges:** The Bank reserves the right to impose charges or to revise at any time such charges for the use of the EDP Scheme or otherwise upon written notice to Customer Payer. Such charges or revisions shall take effect from the date stated in the notice and shall be non-refundable unless otherwise agreed between Customer Payer and the

Bank. Where Customer Payer continues to access or use the EDP Scheme after such date, Customer Payer shall be deemed to have agreed to and accepted such charges or revisions to such charges.

### 3.2 Terms applicable to Customer Payees

**3.2.1 Presentment of EDP:** Subject to Clauses 3.2.4 and 3.2.5(i) or as otherwise prescribed by the Bank, Customer Payee can give an EDP Instruction to the Bank to present an EDP for payment, and once such EDP Instruction has been submitted to the Bank, it will be deemed irrevocable and Customer Payee will not be able to withdraw, cancel or make any changes to such EDP Instruction save as otherwise prescribed by the Bank.

**3.2.2 Auto-presentment of EDP:** Customer Payee may elect, through such channels as may be made available by the Bank for such Customer Payee, for EDPs received by such Customer Payee to be automatically presented by the Payee Bank for payment to the Customer Payee in accordance with Clauses 3.2.3 to 3.2.6.

#### 3.2.3 Rejection of EDP by Payer Bank

(i) **EDP may be rejected after presentment by Customer Payee:** (in the case of an EDP other than an EDP+) After the submission of an EDP Instruction to the Bank to present an EDP for payment, Customer Payee acknowledges and agrees that the EDP may be rejected by the Payer Bank and payment will not be made to Customer Payee if, at any point from presentment until settlement:

- (a) the EDP Payer's bank account with the Payer Bank is closed, inactive, dormant, suspended, frozen or terminated by the Bank for any reason whatsoever, or where the Bank is otherwise restricted by law or contract to make such payment;
- (b) the EDP Payer's bank account with the Payer Bank has insufficient balance for the Bank to debit the full EDP Amount;
- (c) in the Payer Bank's opinion, the Payer Bank has reason to believe that the EDP Payer is in breach of, or has failed to observe or comply, with any applicable terms of agreement governing the use of EDP between Payer Bank and EDP Payer;
- (d) the EDP cannot be verified in the Payer Bank's records; or
- (e) any technical or operational reason, or any other reason in the reasonable opinion of the Payer Bank, prevents the processing or completion of the EDP presentment, verification or acceptance in the manner prescribed under the EDP Scheme.

The above grounds may not be exhaustive, and neither the Payer Bank nor the Bank shall have an obligation to notify you on the grounds of rejection of any EDP.

(ii) **EDP+ may be rejected in certain scenarios:** Without prejudice to Clause 3.1.5(iv), (in the case of an EDP+) Customer Payee acknowledges and agrees that the EDP+ may be rejected by the Payer Bank and payment will not be made to Customer Payee if:

- (a) the EDP Payer's bank account with the Payer Bank is closed, inactive, dormant, suspended, frozen or terminated by the Bank for any reason whatsoever;
- (b) the Payer Bank is restricted by law or regulation, business practice, policy, procedure, direction by any regulatory authority or contract to make such payment or if the Payer Bank is required to comply with any court order (including any



injunction, winding-up or bankruptcy order) or has actual knowledge of bankruptcy, winding-up or other insolvency proceedings or procedures having been commenced in respect of the EDP Payer;

- (c) in the Payer Bank's opinion, the Payer Bank has reason to believe that the EDP Payer is in breach of, or has failed to observe or comply, with any applicable terms of agreement governing the use of EDP between Payer Bank and EDP Payer;
- (d) the EDP+ cannot be verified in the Payer Bank's records; or
- (e) any technical or operational reason, or any other reason in the reasonable opinion of the Payer Bank, prevents the processing or completion of any requisite steps relating to the verification or acceptance of the EDP in the manner prescribed under the EDP Scheme.

The above grounds may not be exhaustive, and neither the Payer Bank nor the Bank shall have an obligation to notify you on the grounds of rejection of any EDP+.

**3.2.4 Validity Period:** Customer Payee acknowledges and agrees that for each EDP (including any EDP+):

- (i) an EDP may only be presented for payment by the Customer Payee through the Bank during the Validity Period of the EDP, subject to: (a) any cancellation by EDP Payer; (b) rejection by Customer Payee; and/or (c) rejection of any EDP Instruction by Payer Bank pursuant to Clause 3.1.5(iv), through such channels as may be made available by the Bank for such Customer Payee; and
- (ii) if the EDP (including any EDP+) is not presented for payment within the Validity Period, that EDP will automatically expire and cease to have effect and can no longer be presented for payment by the Customer Payee.

**3.2.5 General terms relating to EDP Instructions of Customer Payee and EDP Scheme**

- (i) If an EDP Instruction and Customer Payee's presentment of an EDP cannot be or is not successful for any reason, neither the Bank nor the Payer Bank shall be liable to Customer Payee or EDP Payer in respect of the unsuccessful EDP.
- (ii) Customer Payee acknowledges and agrees that:
  - (a) an EDP and Customer Payee's notification or receipt of the EDP does not impose, nor should be construed as imposing an obligation, on the Payer Bank enforceable by the Customer Payee to pay or guarantee the payment of the EDP Amount or the EDP+ Amount(s) (as the case may be) to the Customer Payee; and
  - (b) each EDP is non-transferable and shall not be sold, conveyed, assigned, delegated, charged, pledged or otherwise transferred or given as security.
- (iii) **Terms relating to transfer of EDP Amount or EDP+ Amount / moneys through EDP Scheme**
  - (a) For any EDP, Customer Payee agrees to inform the Bank immediately of any notification that Customer Payee is a recipient and payee of any EDPs in respect of which Customer Payee believes or has reason to suspect: (I) Customer Payee is not the intended recipient; or (II) that the EDP Amount(s) or the EDP+ Amount(s) (as the case may be) constitute, in whole or in part, directly or indirectly, benefits



of criminal or illegal conduct. Customer Payee understands that failure to do so may result in the commission of a criminal offence. Where Customer Payee has not so notified the Bank, Customer Payee shall be deemed to warrant that Customer Payee is the intended recipient and beneficiary of the EDP Amount or the EDP+ Amount(s) (as the case may be).

- (b) For any receipt of moneys through the EDP Scheme, Customer Payee agrees to inform the Bank immediately of any transfers in respect of which Customer Payee believes or has reason to suspect: (I) Customer Payee is not the intended recipient; or (II) constitute, in whole or in part, directly or indirectly, benefits of criminal or illegal conduct. Customer Payee understands that failure to do so may result in the commission of a criminal offence. Where Customer Payee has not so notified the Bank, Customer Payee shall be deemed to warrant that Customer Payee is the intended recipient and beneficiary of the EDP Amount or the EDP+ Amount(s) (as the case may be).
- (c) The EDP shall be considered unsuccessful if the EDP Amount or the EDP+ Amount(s) (as the case may be) fails to be credited to the Customer Payee's bank account for any reason (whether by reason of a failure in such fund transfer system as may be agreed by the Participating Banks, the Scheme Owner and the Operator from time to time, or otherwise).

(iv) **Rejection of EDP by Customer Payee**

- (a) **Rejection of EDP:** In relation to an EDP Instruction for the Customer Payee's rejection of an EDP (*and not an EDP+*), Customer Payee acknowledges and agrees that Customer Payee can only do so through such channels as may be made available by the Bank and subject to such conditions and/or requirements as may be imposed on the EDP Payer by the Payer Bank.
- (b) **Rejection of EDP+:** In relation to an EDP Instruction for the Customer Payee's rejection of an EDP+, Customer Payee acknowledges and agrees that Customer Payee can only do so through such channels as may be made available by the Bank and subject to such conditions and/or requirements as may be imposed on the EDP Payer by the Payer Bank.

**3.2.6 Notifications:** The Bank shall be entitled to send to Customer Payee such notifications relating to any EDP as may be determined by the Bank from time to time, through such channels as may be made available by the Bank.

**4. Collection, use, disclosure and processing of information**

**4.1 Information from Participating Applicants and Participating Applicant Banks:** You may only process, use and/or disclose information (including personal data) relating to a Participating Applicant or a Participating Applicant Bank, only for the Purpose.

**4.2 Information submitted by you**

**4.2.1** You hereby give your consent, and (where relevant) shall procure that all persons whose information (including personal data) has been disclosed by you to us (collectively "**Relevant Persons**") consent to us (whether by ourselves or through our service providers or their subcontractors) collecting, using, disclosing and/or processing any information (including personal data) that you have provided or otherwise submitted to us in connection with the use of and/or access to the EDP Scheme, including to disclose to:

- (i) any person purporting to be you upon our verification of his/her identity to our satisfaction in accordance with our prevailing procedure, for the Purpose;
- (ii) the Scheme Owner and the Operator, for the Purpose;
- (iii) the relevant Participating Applicant Banks for the Purpose;
- (iv) any Customer Payer, EDP Payer and Payer Bank for the purposes of any Account Name Enquiry or Look-up Request performed by or through such party;
- (v) our holding companies and any of our branches, representative offices, subsidiaries, related corporations and affiliates;
- (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) any auditor of ours;
- (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 and the third party's service providers;
- (xi) our stationery printer or agent for the purpose of printing and/or mailing any documents in relation to the EDP Scheme;
- (xii) any debt collection agency or person engaged by us to collect any sums of money owing to us from you;
- (xiii) 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;
- (xiv) any of your directors (in the case of a corporation) or partners (in the case of a partnership, limited partnership or limited liability partnership) and authorised signatories;
- (xv) any joint account holder;
- (xvi) to the extent the information is personal data, to the persons identified in our Data Protection Policy (accessible at: [www.maybank2u.com.sg](http://www.maybank2u.com.sg)); and
- (xvii) any other person to whom disclosure is permitted or required by law.

**4.2.2** Clause 4.2.1 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. The consent and our rights under Clause 4.2.1 are in addition to and are not affected by any other agreement with you and shall survive the termination of this Customer Agreement and the termination of any relationship between us and you.

**4.2.3** If any Relevant Persons 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 to grant you the use of and/or access to the EDP Scheme. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under this Customer Agreement, and we may without notice to you terminate your use of and/or access to the EDP Scheme without prejudice to our other rights and remedies at law against you.

**4.2.4** In the course of your use of and/or access to the EDP Scheme, you shall, prior to disclosing or making available to us any information (including personal data) relating to the relevant Participating Applicants or other persons or entities:

- (i) notify these persons or entities: (a) that you will be providing their information to us; and (b) of the Purpose for which we will be collecting, using, disclosing and/or processing their information; and
- (ii) obtain the consent from such persons or entities whose information are being disclosed, permitting: (a) you to disclose the information to us; and (b) us to collect, use, disclose and/or process their personal data, for the Purpose.

**4.2.5** You represent and warrant that information (whether relating to you or otherwise) that you will be providing us or have provided to us is complete, accurate and true in all respects.

## **5. Liability**

**5.1** You acknowledge that the EDP Scheme and services provided by us in connection with this Customer Agreement are provided on an “as is” and “as available” basis without warranty of any kind. The accessibility and operation of the EDP Scheme, FAST, MEPS+ and/or GIRO may rely on technologies outside our control.

**5.2** You shall be solely responsible for the accuracy, completeness, and authenticity of any EDP Instruction submitted to us. We shall not be liable for acting on any EDP Instruction which appears to have been duly authorised, regardless of whether such instruction was in fact authorised.

**5.3** You shall be solely responsible for ensuring the security and proper use of all login credentials, authentication devices, and communication channels used to access or initiate EDP Instructions. We shall not be liable for any loss arising from any unauthorised access, or use, whether through negligence, compromise, or otherwise.

**5.4** 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 your access to or use of the EDP Scheme, including your breach of any of the terms of this Customer Agreement and/or the Additional Terms and Conditions, any unauthorised, incorrect or fraudulent instruction given through your access credentials, or us acting upon any EDP Instruction believed in good faith to be authorised.

## **6. General**

**6.1** You acknowledge that:

**6.1.1** this Customer Agreement is solely between you and us (and no other party); and

**6.1.2** we are not involved in, and are not responsible for, any instructions, transactions or communications made between you and any of your payees or, as the case may be, payers (including customers and/or corporate clients) involving the access to and/or use of the EDP Scheme, FAST, MEPS+ and/or GIRO.

- 6.2 Right to disable use and/or access:** You acknowledge that if your access to or use of the EDP Scheme is in breach of any applicable terms and conditions, we may immediately disable your access to and/or use of the EDP Scheme without notice to you and to take all such action as we consider appropriate, desirable or necessary.
- 6.3 Suspension / variation / termination of EDP Scheme:** You acknowledge and agree that we (through the Operator or otherwise) may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the EDP Scheme (including in connection with unplanned downtime or scheduled maintenance) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the EDP Scheme prevents you from using or accessing the EDP Scheme and/or any part or feature thereof, or causes any delay or unsuccessful transfer of funds to you pursuant to the EDP Scheme or to any intended recipient of an EDP Amount under an EDP Instruction.
- 6.4** All fund transfers using the EDP Scheme will be processed, cleared and settled via such fund transfer system as may be agreed by the Participating Banks, the Scheme Owner and the Operator from time to time.
- 6.5** This Customer Agreement governs the use of the EDP Scheme and is additional to all of the Bank's standard terms and conditions relating to banking facilities, accounts and services, internet banking services, funds transfer services and any other services through which access and/or use of the EDP Scheme are or will be provided ("**Additional Terms and Conditions**"), 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 to the extent of such inconsistency.
- 6.6** You acknowledge that we have the right to change, restrict, vary, suspend or modify the terms of this Customer Agreement by providing you with 30 days' written notice in such manner as we deem fit.
- 6.7 Third party rights:** A person or entity who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore or any other analogous laws now existing or in future enacted in any part of the world to enforce any term of this Customer Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.
- 6.8 No assignment, etc.:** This Customer Agreement and all your rights, interests and obligations under this Customer Agreement are personal to you and you shall not delegate, assign, sub-license or sub-contract any of those rights and/or obligations to any third party nor permit any third party to access or use the EDP Scheme on your behalf or as your intermediary, unless otherwise expressly permitted in writing by us.
- 6.9 Waiver:** Any delay or failure by us to exercise our rights and/or remedies under this Customer 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.
- 6.10 Severability:** If any term of this Customer Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Customer Agreement and rendered ineffective where possible without modifying the other terms of this Customer Agreement.
- 6.11 Governing law and jurisdiction:** This Customer Agreement is subject to the laws of the Republic of Singapore. By accessing and/or using the EDP Scheme, you submit to the non-exclusive jurisdiction of the Courts of Singapore.