

## Terms for the Use of the eGIRO Scheme

### 1. Introduction

- 1.1 In these terms and conditions ("**Applicant User Agreement**"), the terms "we" "us" or "our" refer to **Maybank Singapore Limited**, and the terms "you" or "your" refer to the customer in whose name(s) one or more account is opened and maintained with us as may be accessed through the e-Banking Services and Platforms (defined below), and the term "Parties" refers to you and us.
- 1.2 The eGIRO Scheme (defined below) enables you to perform and complete the following activities:
- 1.2.1 creating direct debit authorisations electronically via a Participating BO Landing Page (defined below) for the relevant Participating BO (defined below) to initiate direct debit collections via GIRO or FAST (defined below) directly from your designated bank account opened and maintained with us ("**eGIRO Creation Request**"); and
- 1.2.2 where enabled by the relevant Participating BO, cancelling any eGIRO Creation Request with respect to such Participating BO electronically via a Participating BO Landing Page ("**eGIRO Cancellation Request**"). Where such cancellation functionality is not enabled by the relevant Participating BO via a Participating BO Landing Page, you acknowledge that the cancellation of any eGIRO Creation Request with respect to such Participating BO will need to be submitted to us using the means permitted by us and in the form and manner prescribed by us.

### 2. Definitions

- 2.1 "**ABS**" means the Association of Banks in Singapore (UEN No.: S73SS0047K), a society registered in Singapore and having its registered address at #12-08, MAS Building, 10 Shenton Way, Singapore 079117.
- 2.2 "**Applicant User Agreement**" is defined in Clause 1.1.
- 2.3 "**Authorised Users**" means, in the case where you are a corporate banking customer, any of your officers, directors, servants, agents, personnel or employees that have been issued any Security Credentials.
- 2.4 "**e-Banking Services and Platforms**" means the electronic banking service and platform known as Maybank Online Banking/Maybank Business Internet Banking (or such other successor or replacement name) which is designated or marketed to facilitate the electronic direct debit authorisation process under the eGIRO Scheme.
- 2.5 "**eGIRO Cancellation Request**" is defined in Clause 1.2.2.
- 2.6 "**eGIRO Creation Request**" is defined in Clause 1.2.1.
- 2.7 "**eGIRO Scheme**" means the electronic direct debit authorisation scheme designated or known as "eGIRO" (or such other successor or replacement name as may be designated by ABS from time to time), including the services, content and functions made available in relation to such scheme.
- 2.8 "**Electronic Instructions**" means any instructions, directions, communications or requests sent electronically through the e-Banking Services and Platforms 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, including eGIRO Creation Request(s) and eGIRO Cancellation Request(s).
- 2.9 "**FAST**" means "Fast and Secure Transfers", a payment rail managed by the Singapore Clearing House Association.

- 2.10** “GIRO” means “General Interbank Recurring Order”, a payment rail managed by the Singapore Clearing House Association.
- 2.11** “Operator” means a third party operator designated by ABS from time to time to operate the system underlying the eGIRO Scheme, for the purposes of facilitating the submission, transmission and validation of electronic direct debit authorisations under the eGIRO Scheme.
- 2.12** “Participating Bank” means an entity which is for the time being entitled to participate in the eGIRO Scheme as an applicant bank and/or a billing organisation bank. A current list of such entities is available at: <https://abs.org.sg/consumer-banking/eGIRO>
- 2.13** “Participating BO” means an entity which is for the time being entitled to participate in the eGIRO Scheme as a billing organisation.
- 2.14** “Participating BO Landing Page” means, in respect of a Participating BO, the webpage(s) or landing page(s) on such part of the website or mobile application operated and/or owned by such Participating BO for use in connection with the eGIRO Scheme.
- 2.15** “Purpose” means: (i) to give effect to any Electronic Instruction; and (ii) for compliance with any order of any court or government or regulatory authority in any jurisdiction.
- 2.16** “Security Credentials” means the username, password, and any other unique login identification credentials issued or prescribed by us to allow you (and where applicable, the Authorised Users) to access and/or use the e-Banking Services and Platforms in connection with this Applicant User Agreement.

### **3. Use of the eGIRO Scheme**

#### **3.1 General**

- 3.1.1** You represent, warrant and undertake that all information provided in connection with an eGIRO Creation Request / a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) are complete, true and accurate in all respects and that we shall not be under any obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information.
- 3.1.2** For the purpose of authorising the eGIRO Creation Request or submitting an eGIRO Cancellation Request, you will be redirected from the Participating BO Landing Page to the e-Banking Services and Platforms and accordingly these terms and conditions are in addition to and shall be read in conjunction with such other terms and conditions applicable to the access to and/or use of the e-Banking Services and Platforms.
- 3.1.3** Upon authorising the eGIRO Creation Request on the e-Banking Services and Platforms / submitting a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through other permitted means) you agree that such direct debit authorisation / cancellation of such direct debit authorisation will take effect only after such request has been successfully processed and you shall ensure that: (i) in the case of an eGIRO Creation Request, you continue making the relevant payments directly to the relevant Participating BO using alternative payment methods until the direct debit authorisation becomes effective; or (ii) in the case of a cancellation request in respect of an eGIRO Creation Request, you continue ensuring that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s).
- 3.1.4** Notwithstanding the submission of the eGIRO Creation Request(s) and without prejudice to any other terms and conditions herein, you agree that you remain solely responsible for the full and

timely payment of any amounts payable to the relevant Participating BO(s), and neither we nor ABS shall be liable for any failure thereof or any delay thereto.

**3.2 eGIRO Creation Request:** By submitting an eGIRO Creation Request:

**3.2.1** you agree that the relevant Participating BO shall be entitled to initiate direct debit collections via GIRO or FAST directly from the designated bank account opened and maintained with us, and you hereby instruct us to process and act upon such Participating BO's request to debit such designated bank account, such amounts as may be specified by such Participating BO from time to time (subject to any payment limit as may be specified in such eGIRO Creation Request and/or as may be prescribed by us from time to time), each without further reference to you and without any further consent or confirmation from you or any further notice to you. We shall also be entitled to treat such instructions, and such designations, as being irrevocable and unconditional, conclusive and binding on you, and you agree that we shall further be entitled to ignore any conflicting instructions. Notwithstanding the foregoing, you acknowledge that: (i) we are not obliged to effect payment if the relevant Participating BO does not initiate direct debit collections via GIRO or FAST in the manner required by us; and (ii) we do not have control over the date on, or the amount for, which the relevant Participating BO initiates direct debit collections via GIRO or FAST and we are under no obligation to verify any payment due date or payment amount;

**3.2.2** you agree that the authorisation shall remain effective and in force until the earliest of the following:

- (i) the expiry date as may be specified in the eGIRO Creation Request;
- (ii) the effective date of the relevant cancellation request submitted to us in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means), following our receipt and successful processing thereof; or
- (iii) such date as we may notify you from time to time; and

**3.2.3** you undertake to ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s), and we are entitled to reject any Participating BO's debit request(s) if the relevant designated bank account does not have sufficient funds and charge you a fee for such unsuccessful debiting. We may also at our discretion allow the debit even if this results in an overdraft on the account and impose charges accordingly.

**3.3 Cancellation request:** Notwithstanding the submission of a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) and Clause 3.1.3:

**3.3.1** you acknowledge that we may have received, processed and/or acted upon the relevant Participating BO's debit request submitted on or before the effective date of such cancellation request, and we shall not be obliged to reverse or cancel any such debiting; and

**3.3.2** you shall ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s) referred to in Clause 3.3.1, and we are entitled to charge you a fee for any unsuccessful debiting and/or impose charges on you if we at our discretion allow the debit even if this results in an overdraft on the account.

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

**4.1 Information submitted by you:** You hereby give your consent to us (whether by ourselves or through our service providers) to collect, use, disclose and/or process personal data such as your name, NRIC, passport number or other identification number on file with us and any other information in our records that relate to you or that you have provided in connection with the eGIRO Creation Requests, cancellation requests in respect of eGIRO Creation Requests (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) or otherwise submitted to us in connection with the use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme, including to disclose to:

**4.1.1** any person purporting to be you (and/or where applicable, the Authorised Users) upon our verification of his/her identity to our satisfaction in accordance with our prevailing procedure, for the Purpose;

**4.1.2** ABS and the Operator for the Purpose; and

**4.1.3** the relevant Participating BOs and the relevant Participating Banks which is the billing organisation bank for the relevant Participating BOs for the Purpose.

#### 4.2 Data Protection

(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 its accounts or the e-Banking Services and Platforms and/or eGIRO Scheme 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](http://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 e-Banking Services and Platforms and/or eGIRO Scheme;
- ii. the receiver of any funds under the e-Banking Services and Platforms and/or eGIRO Scheme;
- 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. 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 the our rights or obligations herein (or any of their agents or professional advisers);
- viii. our auditor;
- 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 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;



- 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 4.2 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 (Chapter 19). The consent and our rights under this Clause 4.2 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 provide or make available the e-Banking Services and Platforms and/or eGIRO Scheme 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 your access or use of the e-Banking Services and Platforms and/or eGIRO Scheme 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 e-Banking Services and Platforms and/or eGIRO Scheme, 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 e-Banking Services and Platforms and/or eGIRO Scheme and the aforesaid Data Protection Policy.

## **5. Compliance with guidelines and law**

- 5.1** You agree to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the use and/or access of the e-Banking Services and Platforms and/or eGIRO Scheme (including any amendments to the aforementioned published from time to time), as well as any applicable laws or regulations. You hereby represent, undertake and warrant that you shall not use the eGIRO Scheme in connection with any transaction, operation or activity prohibited by applicable laws or regulations.

## **6. Use of Security Credentials**

- 6.1** You acknowledge and agree that participation in the eGIRO Scheme requires you to access and use the e-Banking Services and Platforms and that such e-Banking Services and Platforms may only be accessed and/or used with the relevant Security Credentials under the terms of access/services of ours for such services and platforms. You further acknowledge that we may at any time in our sole and absolute discretion forthwith change or invalidate any Security Credentials.
- 6.2** You agree that you (and where applicable, Authorised Users) shall at all times keep the Security Credentials confidential. You are to notify us immediately if you have knowledge or have reason to suspect that the confidentiality of such Security Credentials has been compromised or if there has been any unauthorised use of such Security Credentials.

## **7. Authorised Users (where applicable)**

- 7.1** This Clause 7 applies only where you are a corporate banking customer.

**7.2** You acknowledge and confirm that the Authorised Users are severally empowered and authorised to give Electronic Instructions through the e-Banking Services and Platforms on your behalf and act as your agent when accessing and/or using the e-Banking Services and Platforms. We are entitled to rely on any use of any Security Credentials as conclusive evidence as against you and the Authorised Users that such use is by or with the authority of you and/or the Authorised User to whom the Security Credentials are assigned.

**7.3** Whether actually authorised by, used and/or accessed by you or not, all use and/or access of the e-Banking Services and Platforms, and the issuance of any Electronic Instruction by the Authorised Users, shall be deemed your use and/or access and/or Electronic Instruction. All references to your use and/or access of the e-Banking Services and Platforms in this Applicant User Agreement shall be deemed to include the Authorised User's use and/or access and shall apply to the Authorised Users as well where applicable.

## **8. Actual or Purported Use or Access, Instructions or Communications**

**8.1** You agree and acknowledge that any: (i) use of or access to, or purported use of or access to, the e-Banking Services and Platforms; and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to the Security Credentials shall, as the case may be, be deemed to be: (a) use of or access to the e-Banking Services and Platforms by you; and/or (b) information, data, instructions or communications transmitted and validly issued by you. Without prejudice to Clause 3.2.1, you agree that we shall be entitled to act upon, rely on and/or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you, and we shall be under no obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information, data, instructions or communications.

**8.2** Without prejudice to Clause 3.2.1, you acknowledge that all Electronic Instructions (whether authorised by you or not) are irrevocable and unconditional, conclusive and binding on you, upon transmission through the e-Banking Services and Platforms unless we in our sole and absolute discretion determine otherwise, and we shall be entitled to effect, perform and/or process such Electronic Instructions without further reference to you and without any further consent or confirmation from you or any further notice to you. You agree that we shall further be entitled to ignore any conflicting instructions.

## **9. Evidence/Records**

**9.1** You acknowledge and agree that the records of or maintained by us of: (i) the Electronic Instructions (whether authorised by you or not); (ii) the authorisations or operations made or performed, processed or effected through the e-Banking Services and Platforms by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent; and (iii) any communications, authorisations, instructions or operations relating to the operation of the e-Banking Services and Platforms and/or eGIRO Scheme, shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

## **10. General**

**10.1** You acknowledge that:

**10.1.1** this Applicant User Agreement is solely between you and us (and no other party). Accordingly, you shall have no right or claim against ABS in respect of this Applicant User Agreement;

**10.1.2** we and ABS are not involved in, and are not responsible for, any instructions, transactions or communications made between you and any Participating BO involving the access to and/or use of the e-Banking Services and Platforms, eGIRO Scheme, FAST and/or GIRO. Under no circumstances shall it be construed that we or ABS endorse or sponsor or are responsible or involved in the provision of any products obtained and/or purchased from or services rendered by any Participating BO or any relevant third party which shall be your responsibility or that of



such Participating BO or relevant third party, and you acknowledge that such products / services are procured / used at your own risk and we shall not be liable where there is any dispute or claim relating to such products / services (including Participating BO's fulfilment thereof);

- 10.1.3** we and ABS neither endorse nor assume any responsibility in respect of the Participating BO Landing Pages, and the Participating BO Landing Pages should only be accessed at your own risk. You acknowledge and agree that you shall be solely responsible for any access to or use of the Participating BO Landing Pages, including complying with the relevant terms and conditions for the access to or use of such Participating BO Landing Pages, and you acknowledge that such Participating BO Landing Pages are accessed / used at your own risk; and
- 10.1.4** the e-Banking Services and Platforms and eGIRO Scheme are provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of the e-Banking Services and Platforms, eGIRO Scheme, FAST and/or GIRO may rely on technologies outside our or ABS' control.
- 10.1.5** we do not operate the e-Banking Services and Platforms and eGIRO Scheme or such networks and does not control their operations. We will not be liable to you for any circumstances which interrupt, prevent or otherwise affect the functioning of any e-Banking Services and Platforms and eGIRO Scheme, such as unavailability of the e-Banking Services and Platforms and eGIRO Scheme or your wireless service, communications, network delays, limitations on wireless coverage, system outages or interruption of a wireless connection. We disclaim any responsibility for the e-Banking Services and Platforms and eGIRO Scheme provider or any wireless service used to access, use or maintain a e-Banking Services and Platforms and eGIRO Scheme.
- 10.1.6** we will not be liable for any loss (direct or indirect), whatsoever incurred by you, or any other person in relation to your access to or use of the e-Banking Services and Platforms and eGIRO Scheme including but not limited to any improper or unauthorised access to or use of the e-Banking Services and Platforms and eGIRO Scheme by you or any other person, any non performance of the e-Banking Services and Platforms and eGIRO Scheme, the use of any personal data stored in the e-Banking Services and Platforms and eGIRO Scheme, 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.

## **10.2 Suspension / variation / termination of e-Banking Services and Platforms and eGIRO Scheme**

- 10.2.1** You acknowledge and agree that ABS 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 eGIRO Scheme (including in connection with unplanned downtime or scheduled maintenance of the relevant systems) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the eGIRO Scheme prevents you from using or accessing the eGIRO Scheme and/or any part or feature thereof.
- 10.2.2** You acknowledge and agree that we 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 e-Banking Services and Platforms (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 e-Banking Services and Platforms prevents

you from using or accessing the e-Banking Services and Platforms and/or eGIRO Scheme and/or any part or feature thereof.

- 10.3 eGIRO mark and name:** The mark and name “eGIRO” is exclusively owned by ABS and such mark or name cannot be used save as expressly authorised by ABS and in accordance with any directions given by ABS from time to time. Nothing in the eGIRO Scheme, e-Banking Services and Platforms and/or this Applicant User Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) the “eGIRO” mark and name, without the written permission of ABS. Without limiting the foregoing, you will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with “eGIRO”, without ABS’ prior written consent.
- 10.4 Third party rights:** The provisions of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) shall apply in respect of ABS which the Parties agree, has been conferred rights and benefits under the applicable terms and conditions of this Applicant User Agreement.
- 10.5 Amendments:** You acknowledge and agree that we may impose such further terms and conditions and make such changes to these Terms and Conditions in its discretion from time to time. Prior to any change in these terms and conditions, we will notify you by such method of notification as may be designated by us, which may include notification by way of email or by posting the changes on-line. If you do not agree to be bound by the changes, you shall cease, all use of the e-Banking Services and Platforms and eGIRO Scheme. You further agree that if you continue to use the e-Banking Services and Platforms and eGIRO Scheme after being notified of such change to these Terms and Conditions, such use and/or access shall constitute an affirmative: (a) acknowledgement by you of these Terms and Conditions and its changes; and (b) agreement by you to abide and be bound by these Terms and Conditions and its changes.
- 10.6 Governing law and jurisdiction:** This Applicant User Agreement is subject to the laws of the Republic of Singapore. By accessing and/or using the e-Banking Services and Platforms and/or eGIRO Scheme, you submit to the exclusive jurisdiction of the Courts of Singapore.