



## **MAYBANK'S TERMS AND CONDITIONS FOR DIGITAL WALLET ("TERMS AND CONDITIONS")**

The following terms and conditions apply when you add your Maybank credit or debit card ("Card") to a Digital Wallet ("Digital Wallet"). A Digital Wallet refers to any service which allows you to use your Card for electronic transactions without presenting the physical Card for payment ("Digital Card"). These terms and conditions are in addition to, and supplement any existing terms and conditions in relation to your Card and any terms and conditions imposed by third parties providing the Digital Wallet service or those that accept a Digital Wallet as a mode of payment.

Please read these Terms and Conditions carefully before using your Card in a Digital Wallet, if you create, activate or use your Card within a Digital Wallet, you agree to be bound by these Terms and Conditions. If you do not want to agree to these Terms and Conditions, you must not create, activate or use your Card within a Digital Wallet.

When you read these Terms and Conditions, bear in mind that, "you", and "your" refer to the person named on the Card. The words "we", "us", "our", and "Maybank" refer to, Maybank Singapore and its successors and assigns.

### **1. CARD ELIGIBILITY**

1.1 Maybank has the sole discretion to decide which Card(s) are eligible to be used as Digital Cards in a Digital Wallet.

1.2 If your Card or any Card account you have with Maybank is not in good standing, as determined by Maybank, then you may not be eligible to enroll that Card as a Digital Card in a Digital Wallet.

1.3 Maybank is not the provider of the Digital Wallet service and all terms and conditions and instructions issued by the Digital Wallet service provider must be followed in order for you to enroll your Card as a Digital Card to be used in a Digital Wallet. You acknowledge and agree that Maybank and the Digital Wallet provider has the right to decline the enrolment of a Card or to suspend, delete or reactivate a Digital Card enrolled with the Digital Wallet. Maybank shall not be liable if you are unable to enroll a Card on a Digital Wallet for any reason or if your Digital Card is suspended or deleted from a Digital Wallet, for any reason.

1.4 In order to enroll a Card to be a Digital Card for a Digital Wallet, we may send you a "One Time Passcode" ("OTP") at the time your Card is being enrolled as a Digital Card. You acknowledge and agree that Maybank may send this OTP via SMS to your latest mobile number registered with us.

### **2. USING YOUR DIGITAL CARD**

2.1 Use of your Digital Card is allowed at a merchant's premises where a Digital Wallet is accepted as a method of payment, either by tapping or waving the Digital Card at a merchant's contactless-enabled point of sale terminal or reader ("Contactless Payment Reader").

2.2 Transactions made using the Contactless Payment Reader is referred to in these Terms and Conditions as "Contactless Transactions".



2.3 Use of your Card as a Digital is governed by the Maybank Personal Credit Card Agreement for credit cards and Maybank Debit ATM Card Agreement for debit cards. Transactions made with your Digital Card will be charged to the Card which was used to enroll that Digital Card. The terms and conditions in your applicable card agreement do not change and remain applicable to your Digital Card (including interest, fees and charges) when you enroll your Card as a Digital Card in a Digital Wallet. All references to "Card" in the applicable card agreements include a Digital Card and all references to "Card Transactions" in the applicable card agreements include transactions made with the Digital Card.

2.4 Your Digital Card must be used in accordance with these Terms and Conditions and can only be used for amounts up to and not exceeding such limit as we may specify from time to time for a Contactless Transaction.

2.5 You understand that by enrolling a Card as a Digital Card to a Digital Wallet and using the Digital Card either by (i) placing or waving your mobile device near a merchant's Contactless Payment Reader or (ii) using such Digital Card for in-app purchase and/or digital commerce payments, you are authorizing payment for a merchant's products or services with that particular Digital Card in the Digital Wallet. To complete transactions using a Digital Wallet, you may be required to verify your identity as the cardholder via a method as may be determined by the card network.

2.6 With the use of Digital Wallet service you agree and acknowledge that Digital Card transactions may be carried out effortlessly but with an increased risk of fraud and/or unauthorised transactions. You acknowledge and agree that you are aware of such increased risk and you undertake to be liable for all Digital Card transactions used via the Digital Wallet, whether or not the transactions were authorised by you or your identity was verified by a method as determined by the respective card network or merchant.

### **3. DIGITAL WALLET**

3.1 The Digital Wallet service is governed by and subject to any additional terms and conditions issued by the Digital Wallet service provider, your mobile carrier and any restrictions which may be imposed by a merchant who accepts Digital Wallet transactions, which may include the imposition of fees, limitations and restrictions which may affect use of your Digital Wallet and/or Digital Card. You are responsible for all amounts charged by the Digital Wallet provider and your mobile carrier and you agree to be solely responsible for all such fees and to comply with such limitations and restrictions.

3.2 In the event that you change your mobile device for whatever reason, please note that it is your sole responsibility to delete any information pertaining to your Digital Card and/or Digital Wallet that you have stored in your mobile device. No other person should be allowed to use your Digital Card to make any transactions.

3.3 You are prohibited from using your Digital Wallet on any mobile device that you know or have reason to believe has had its security or integrity compromised (e.g. where the device has been "rooted" or had its security mechanisms bypassed). You will be solely liable for any losses, damages and expenses incurred as a result of your use of any Digital Wallet on a compromised mobile device.

3.4 Payment networks and participating merchants may, in their discretion, establish a maximum dollar limit for a single transaction that may be completed using your Digital Card in a Digital Wallet.



#### **4. TERMINATION, CANCELLATION, SUSPENSION**

You acknowledge that Maybank shall be entitled, in its absolute discretion, to terminate, cancel, suspend or revoke the ability to use a Card via any Digital Wallet service, without any reason and at any time. Immediately upon the termination, you shall cease to use a Card via any Digital Wallet Service.

#### **5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

5.1 The Digital Wallet service is not provided by Maybank but by a third party service provider. As such, Maybank is not responsible for its availability, use or function, and shall not provide any services or assistance in relation to the Digital Wallet service (including but not limited to maintenance and updates to hardware and software). You acknowledge and agree that Maybank makes no representations or warranties relating to the Digital Wallet service of any kind, and in particular, Maybank does not warrant or guarantee:

5.1.1 the availability of the Digital Wallet service at any point in time;

5.1.2 that any particular merchant will accept your Digital Card;

5.1.3 that your Digital Wallet will be uninterrupted or error-free; and

5.1.4 availability or operability of the wireless networks of any mobile device with regard to the Digital Wallet service.

5.2 You agree and acknowledge that Maybank will not be liable for any loss (direct or indirect), whatsoever incurred by you, or any other person in relation to your use of the Digital Wallet service including but not limited to any improper or unauthorised use of your Digital Card by you or any other person, any non performance of the Digital Wallet service or Digital Card, the use of any personal data stored in the Digital Wallet, 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.

5.3 You acknowledge and agree that access, use and maintenance of a Digital Card with a Digital Wallet depends on the Digital Wallet provider and the networks of wireless / mobile carriers and other third party services, applications or websites. Maybank does not operate the Digital Wallets 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 Digital Card with a Digital Wallet, such as unavailability of the Digital Wallet or your wireless service, communications, network delays, limitations on wireless coverage, system outages or interruption of a wireless connection. Maybank disclaims any responsibility for the Digital Wallet provider or any wireless service used to access, use or maintain a Digital Card with a Digital Wallet.



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**6. DUTY TO NOTIFY**

In the event that you lose the mobile device which has a Digital Wallet containing your Digital Card, discover that your Digital Card had been used without your authorization, or believe that your mobile device or Digital Wallet login information or other means to access your Digital Wallet have been compromised, you must notify us immediately and request that we deactivate your Card by calling our Contact Centre Hotline at 1800 629 2265 or by notifying us in writing. We may also require you to make a police report accompanied by written confirmation of the loss or disclosure and any other information that we may require. Until you do so, you shall remain liable for all transactions carried out using your Digital Card.

**7. 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 its accounts or the Digital Wallet 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 Digital Wallet service;
- ii. the receiver of any funds under the Digital Wallet service;
- 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 7 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 7 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 the Digital Wallet 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 the Digital Wallet 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 the Digital Wallet 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 the Digital Wallet service and the aforesaid Data Protection Policy.

## **8. AMENDMENTS**

You acknowledge and agree that Maybank 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 Maybank, 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 Digital Wallet using a Card issued by Maybank. You further agree that if you continue to use the Digital Wallet service using a Card issued by Maybank 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.



**9. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT OF SINGAPORE**

A person who is not a party to these Terms and Conditions may not enforce its terms under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore.

**10. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions are governed in all respects by Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.