

Maybank2E RCMS Agreement

In this Maybank2E RCMS Agreement, unless the context requires otherwise, references to “you”, “your” and “yours” refers to the customer who is utilising the Maybank2E RCMS services and any other cash management services and products as generally offered by the Bank (“**Services**”) and references to “we”, “our”, “ours” and “us” refers to Malayan Banking Berhad, Singapore Branch and its successors and assigns.

1. By registering for the Services, you confirm that you have read, understood and hereby agree to be bound by this Agreement.
2. This Agreement is to be read in conjunction with the Solutions and Pricing Proposal, Standard Terms, the applicable Service Supplements and the Singapore Supplement applicable to each and all of the Services for which you have applied for (the “**Applicable Documents**”), which have been made available to you at maybank.sg/m2e (the “**Website**”). Any capitalised terms stated in this Agreement shall have the same meaning as those defined in the Applicable Documents, unless otherwise defined herein.
3. You confirm that you have read, understood and hereby agree to and acknowledge that you shall be bound by each and all of the Applicable Documents, including but not limited to the pricing of the Services provided thereunder as well as the terms relating to the collection, use and disclosure of the relevant information (including personal data), each as may be amended, supplemented and prevailing from time to time. In the event of any inconsistencies between the terms and conditions of the Applicable Documents and/or the Services, paragraph 31 of the Standard Terms shall apply to determine the order of precedence in respect of such documents.
4. You confirm that the Services are being offered subject to receipt by us of the following documents in form and substance satisfactory to us:
 - a. a copy of the Corporate Account Opening form; and
 - b. such other document(s) as may be required by us from time to time.
5. You confirm that all information provided in the Corporate Account Opening form which you had submitted to us is true, accurate and complete as at the date of the aforementioned form and do hereby undertake to notify us of any changes whatsoever thereafter made.
6. You confirm that you will meet the equipment and software requirements set out on the Website in order to connect to and maintain your connection to the Services.
7. You authorise us to debit all applicable subscription fees and administration and service charges relating to the Services from any of your accounts maintained with us.
8. You undertake to indemnify 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) and all other liabilities of whatever nature and howsoever incurred or suffered by us or which may be brought or preferred against us relating to the Services.
9. Any delay or failure by us to exercise our rights and/or remedies under this 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.

10. If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.
11. You understand that we may withdraw the Services by notice to you at any time.
12. A person who is not a party to this Agreement shall not be entitled to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 2001 of Singapore.
13. This Agreement 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.