

Terms and Conditions for Maybank Halal Network & Certification Advisory ("Programme")

- 1. Only non-individual customers, namely any corporate, corporation, partnership, sole proprietor or any other entity which is not a natural person, as determined by Maybank ("**Customers**") who open a Maybank Islamic Current Account ("**Business Account**") are eligible to participate in this Programme.
- 2. Maybank may, at its discretion, change the existing SPs or add new SPs to this Programme.
- 3. Maybank's Rules and Regulation Governing Singapore Dollar Current Account for Non-Individuals and Terms and Conditions governing services linked to the Business Account shall continue to apply. Maybank may:
 - (i) vary the terms and conditions or structure of the Programme;
 - (ii) discontinue this Programme at any time; and/or
 - (iii) remove any Business Account from the Programme at its discretion without any notice or liability to any party.
- 4. Sharing of information between Maybank and SP
- (a) Without prejudice to the generality of Clause 5, the Customer agrees that Maybank and SP may collect, use and disclose to each other all personal data or information provided or to be provided by the Customer to Maybank and/or SP from time to time under or in connection with this Programme or obtained by Maybank and/or SP as a result of the Customer's registration for and participation in the Programme and/or the usage of digital solutions thereunder (including but not limited to the Customer's Business Account information and their information maintained by SP), for the purposes of Maybank and/or SP processing the Customer's registration or participation for or in the Programme or providing the products or services under or in connection with the Programme and for such purposes as set out in Maybank's and SP's Data Protection Policy.
- (b) The Customer agrees that the personal data or information it holds with Maybank and SP (including but not limited to a Customer's usage data) may be shared by Maybank and SP to each other, in order for Maybank or SP to contact the Customers by telephone call or other electronic means to provide marketing and promotional materials about the Programme or Maybank's or SP's products and services. The Customer acknowledges and agrees that such personal data or information may be processed overseas (outside of Singapore); as such the Customer consents to Maybank and/or the SP transferring the personal data or information outside of Singapore.
- 5. Personal Data Protection
- (a) The Customer consents to, and (where relevant) shall procure that all relevant individuals whose personal data has been disclosed by the Customer to Maybank (collectively "Relevant Individuals") consent to, Maybank, its officers, employees, agents and advisers collecting, using and disclosing such information relating to the Customer (and the Relevant Individuals) including details of their accounts or the Programme 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 Maybank's 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 Maybank may consider necessary in order to give effect to any instruction given using the Programme;
 - ii. the SPs;
 - iii. any financial institution (whether acting as Maybank's correspondent banks, agent banks or in relation to the provision of Maybank's products or services or otherwise);
 - iv. Maybank's holding companies and any of Maybank's branches, representative offices, subsidiaries, related corporations and affiliates;
 - v. to Maybank's 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



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Maybank's rights or obligations herein (or any of their agents or professional advisers);

- viii. Maybank's 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 Maybank's behalf to the Customer or in connection with such outsourcing arrangements Maybank may have with any third party where Maybank has has outsourced certain functions to the third party;
- xi. any debt collection agency or person engaged by Maybank to collect any sums of money owing to Maybank from the Customer;
- xii. the Customer's 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 Maybank;
- xiii. any joint account holder;
- xiv. to the extent the information is personal data, to the persons identified in Maybank's Data Protection Policy; and
- xv. any other person to whom disclosure is permitted or required by law.
- (b) This Clause 5 is not and shall not be deemed to constitute an express or implied agreement by the Customer with Maybank for a higher degree of confidentiality than that prescribed under any applicable law, including the Banking Act 1970. The consent and Maybank's rights under this Clause 5 are in addition to and are not affected by any other agreement with the Customer and shall survive the termination of this Programme and the termination of any relationship between the Customer and Maybank.
- (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, Maybank may not be in a position to provide the products or services under the Programme to the Customer. Such withdrawal may accordingly constitute a repudiatory breach of the Customer's obligations under these Terms and Conditions, and Maybank may upon notice to the Customer terminate the Programme without prejudice to Maybank's other rights and remedies at law against the Customer.
- (d) To the extent that the Relevant Individuals are providing their personal data to Maybank through the Customer in connection with the Programme, the Customer acknowledges and agrees that the Customer is responsible for ensuring that each Relevant Individual consents to the collection, use, disclosure and/or processing of their personal data by Maybank and Maybank's authorized service providers for purposes set out in the Maybank Data Protection Policy, which Maybank may update from time to time. The Customer shall furnish each Relevant Individual with a copy of the terms that apply to the Programme and the aforesaid Data Protection Policy.
- 6. Maybank has the sole and absolute discretion to exclude any person from participating in the Programme without any obligation to furnish any notice and/or reason.
- 7. Maybank's decision on all matters relating to the Programme shall be final, conclusive and binding on all Customers.
- 8. This Programme is not valid in conjunction with other programmes carried out by Maybank unless otherwise specified.
- 9. Maybank, its related corporations, employees and/or independent contractors shall not be liable to any person for any loss, liabilities, damage and/or injury whatsoever or howsoever caused arising from or in connection with this Programme or the use of any services, products or facilities provided by the SP.
- 10. Maybank is not the supplier of the Halal solutions and does not assume any liability or responsibility for and will not be liable or responsible for any defect, quality, merchantability, operating in compliance with any applicable national or international standards, applicable safety regulations and all other applicable legal requirements, the fitness or any other aspect of the services provided by SP and/or the offer of the goods or services in the Programme or defaults of the SP, manufacturer, merchant and/or suppliers of the offer or defects or deficiency in the range of solutions and/or the goods or services offered in the Programme. Maybank



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will not be involved in any disputes in relation to Customers which subscribe to the said solutions and/or goods or services.

- 11. Maybank is not an agent of the SP, manufacturer, merchant and/or suppliers of the solutions and/or goods or services under the Programme. Any dispute about the quality or service standard must be resolved directly with the SP, manufacturer, merchant and/or suppliers. The SP, manufacturer, merchant and/or suppliers of the solutions and/or goods or services may impose conditions for any redemption, use and/or provision or purchase of the solutions and/or goods or services at its discretion.
- 12. In the event of any inconsistency between these terms and conditions and any brochures, marketing or Programme materials relating to the Programme, these terms and conditions shall prevail.
- 13. Maybank may, at its discretion, change or add to any of these terms and conditions in connection with the services Maybank is providing in connection with this Programme at any time without giving any reason, prior notice or being liable to any person.
- 14. These terms and conditions are governed by, and shall be construed in accordance with, the laws of Singapore.
- 15. Definitions and Interpretation
- (a) In these terms and conditions, unless the context requires otherwise, the following expressions shall have the meaning respectively ascribed to them:

"Maybank" means Maybank Singapore Limited.

"SP" means any service provider that has entered into a collaboration with Maybank to provide Halal network and certification advisory services to the customers of Maybank and/or SP under or in connection with the Programme.

- (b) 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
 - iii. 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.

Deposit Insurance Scheme

Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S\$75,000 in aggregate per depositor per Scheme member by law. Monies and deposits denominated in Singapore dollars under the CPF Investment Scheme and CPF Retirement Sum Scheme are aggregated and separately insured up to S\$75,000 for each depositor per Scheme member. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.

Information correct as at 22 January 2024