



## RULES AND REGULATIONS GOVERNING THE USE OF THE MAYBANK ATM CARD

The use of the Maybank ATM Card is subject at all times to the following Rules and Regulations:

- (1)
- (a) "**Account**" means the Cardmember's designated account maintained with the Bank through which Transactions are effected by the Cardmember with the use of the Card.
  - (b) "**ATM**" means an automated teller machine, an automated cash deposit machine or any card operated machine or device whether belonging to the Bank or other participating banks or financial institutions or to the Visa and/or MasterCard Global ATM Network or the ATM Plus and/or Cirrus Network which accepts the Card or any other similar international network in which the Bank may participate in Singapore or abroad.
  - (c) "**Bank**" means Malayan Banking Berhad ("Maybank") and shall include its successors in title and assigns.
  - (d) "**Card**" means the Maybank ATM Card and any replacement thereof issued by the Bank to the Cardmember to enable him to use the Services.
  - (e) "**CashOut**" means the function of withdrawing cash from a Merchant's EFTPOS terminal the usage of which is subject to the simultaneous payment (whether for goods or services or of charges incurred or otherwise) by the Cardmember at the same Merchant's EFTPOS terminal.
  - (f) "**Cardmember**" means a customer of the Bank to whom the Card has been issued.
  - (g) "**Cardmember's Limit**" means such daily aggregate limit in respect of all such applicable Transactions extended by the Bank to the Cardmember that the Bank may impose on the Cardmember from time to time.
  - (h) "**EFTPOS**" means Electronic funds transfer at the point of sale.
  - (i) "**GST**" means any goods and services tax, including any tax of a similar nature that may replace it or be levied in addition to it.
  - (j) "**Merchant**" means any person or entity with whom the Bank has a subsisting agreement relating to the use and/or acceptance of the Card in payment to such person or entity whether for goods, services or of charges incurred or otherwise.
  - (k) "**PIN**" means a Personal Identification Number issued by the Bank to the Cardmember and includes any replacement number issued by the Bank to enable him to use the Services.
  - (l) "**Services**" means the ATM services, the EFTPOS Services and any other electronic banking services as the Bank shall offer or introduce to the Cardmember on such terms and conditions as may be determined solely by the Bank from time to time.
  - (m) "**Terminal**" means any computer or electronic equipment or terminal and includes an ATM and an EFTPOS terminal.
  - (n) "**Transactions**" means banking transactions effected or capable of being effected by the use of the Card through the ATM (collectively called "**the ATM services**"), payment (whether for goods or services or of charges incurred or otherwise ) or withdrawal of cash using CashOut via PIN at Merchants' EFTPOS terminals ("**the EFTPOS Services**") and any other electronic banking services as the Bank shall offer or introduce from time to time
  - (o) Words denoting only the singular number shall include the plural and vice versa and words denoting only the masculine gender shall include the feminine gender and vice versa.

- (2) The Card shall at all times remain the property of the Bank and shall be surrendered to the Bank immediately upon request.
- (3) The Cardmember undertakes full responsibility to safeguard the Card and use the Card himself and shall not transfer pledge or otherwise use it as security for any credit transaction.
- (4) The Card shall not be used by the Cardmember after its cancellation or termination or upon the Cardmember ceasing to be the Bank's customer and must be returned to the Bank on its request.
- (5) The Cardmember shall observe all security measures prescribed by the Bank relating to his Card or PIN or the Services and at no time and under no circumstances shall the Cardmember reveal his PIN to anyone including the Bank's staff.
- (6)
  - a) The Cardmember shall notify the Bank immediately of any misplaced, stolen, lost or destroyed Card or if the PIN is disclosed or suspected to be disclosed to another person the Cardmember shall not use his Card until the Bank issues a replacement Card and/or PIN to him. The Cardmember agrees to be liable for any Transaction prior to the notice being acknowledged by the Bank and the Cardmember agrees that the Bank shall not be liable for any loss or damage that the Cardmember may suffer in respect of any unauthorized use of the Card and/or PIN by any other person or party. The Cardmember shall pay and reimburse the Bank on demand (on a full indemnity basis) all costs fees and expenses reasonably incurred by the Bank in recovering or attempting to recover any Card and/or any sum due from such Cardmember.
  - b) The Bank shall have the right to charge a replacement fee for the second and subsequent replacement of any Card which is lost or stolen or if the PIN is disclosed or misplaced. The use of the replacement Card shall be subject to these Rules and Regulations.
- (7) The Cardmember may use his Card for effecting the Transactions and he shall not use the Card for Transactions unless there is sufficient funds in his Account.
- (8) The Cardmember undertakes full responsibility for all Transactions made with the use of the Card including without limitation any Transactions effected at Merchants' EFTPOS terminals, cash deposit or withdrawals and accepts the Bank's record as binding for all purposes and hereby authorises the Bank to debit the Cardmember's Account(s) with the amount of any withdrawal, payment or transfer made by the use of the Card whether with or without the Cardmember's knowledge or authority and if GST is charged on any payment such GST amount and/or any other charges that the Bank may prescribe from time to time, even if such debiting results in the Account being overdrawn.
- (9) The Cardmember hereby agrees that any limits for any Transaction set by the Bank is subject always to the Cardmember's Limit. The Bank may, at any time without prior notice, add to, vary, alter, suspend, terminate any of the Transactions and/or Services, including without limitation the right to set off, vary or cancel the Cardmember's Limit and limits for any Transactions (where applicable) that may be carried out through the Services, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.
- (10) The Services (or any part thereof) shall be available subject to any instructions or notifications regarding the use of the same issued by the Bank from time to time.
- (11) Notwithstanding and without prejudice to the generality of the clauses in these Rules and Regulations, the Cardmember expressly agrees that the use of the Card is at his own risk and shall assume all risks incidental to or arising out of the use of the Card.
- (12)
  - (a) A deposit of cash at the Terminal shall be deemed to have been received by the Bank only upon verification by an officer of the Bank of fact and amount of such deposit and the entry thereof in the records of the Bank.
  - (b) Cheques and other negotiable instruments deposited at the Terminal shall be deemed to have been accepted for collection only upon verification by an officer of the Bank of such deposit and of the title of the Cardmember to such cheques and negotiable instruments.

- (13) All joint holders of the Account shall be jointly and severally liable for all Transactions arising from the use of the Card.
- (14) The balance in the Cardmember's account which is reported by the Terminal shall not include the Cardmember's deposit(s) which has/have not been verified by the Bank. It will also not account for cheque(s) which the Cardmember has issued and has/have still not been processed by the Bank. The amount reported by the Terminal shall not for any purpose whatsoever be taken as conclusive of the statement of the Cardmember's account with the Bank.
- (15) If the Cardmember's account is overdrawn, the Cardmember shall on demand by the Bank make good any amount overdrawn plus any interest or fees thereon which shall be calculated based on such rate(s) as the Bank may notify the Cardmember.
- (16) The Cardmember accepts the Bank's records relating to any Transaction or account(s) as binding and conclusive on the Cardmember as regards any entry, matter or amount stated herein and the Cardmember shall accept in any such records provided nonetheless that nothing herein shall prelude or restrict the Bank from making any adjustment or correction to any such record as the Bank considers to be appropriate.
- (17) The Bank shall not be responsible or liable to any Cardmember for any loss, damage or liability incurred or suffered as a consequence of any one or more of the following:
  - (a) the refusal of any Merchant to honour or accept the Card or to extend or confer any privilege or benefit under any programme for any reason whatsoever;
  - (b) any mechanical, data processing or telecommunication failure or malfunction, defect or error in any Terminal or any machines or system (whether or not belonging to or operated by the Bank), howsoever caused, including the rejection of any Card or PIN by any Terminal or machine or system or the failure to effect or complete any Transaction or the inability of any Terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
  - (c) any fraud or forgery perpetrated on the Bank or any Merchant;
  - (d) any damage to or loss of or inability to retrieve any data or information that may be stored in any Card or any microchip or circuit or device in any Card or the corruption of any such data or information, howsoever caused;
  - (e) the interception by or disclosure to any person (whether lawful or otherwise) of any data or information relating to any Transaction, account or Cardmember transmitted through or stored in any electronic system or medium, howsoever caused; and/or
  - (f) any delay, inability or failure of the Bank to perform any of its obligations under or pursuant to these Rules and Regulations, caused or contributed in any way by any one or more of the event or occurrences set out above. The Bank shall not be responsible for the goods or services covered by any Transaction or the delivery, quality or performance thereof or the privileges, benefits or programmes of any Merchant (whether or not made available or introduced to any Cardmember by the Bank) and the Bank shall be entitled to debit the account in respect of that Transaction notwithstanding non-delivery or non-performance of or any defect in those goods or services or the failure of any Merchant to provide or make available to the Cardmember any of those privileges, benefits discounts or programmes. Any claims or disputes with a Merchant in respect of such goods, services, privileges, benefits discounts and programmes from the Merchant are to be settled between the Cardmember and the Merchant directly.
- (18) When the Cardmember uses the Card outside Singapore, Transactions in foreign currencies other than US Dollars will be converted into US Dollars before being converted into Singapore Dollars. Transactions in US Dollars shall be converted to Singapore Dollars on the date of conversion. All conversions are subject to such exchange rate at such time as may be determined by the Card Association(s), Visa International Service Association and/or MasterCard International Incorporated at its absolute discretion. The conversion rate applied is based on the posting date of the Transaction to the Account. The Bank shall charge the Cardmember the converted

- amount and such fee as the Bank may determine from time to time. The Bank may charge, credit and debit, as may be appropriate, all sums payable to the Bank under these Rules and Regulations to the Account.
- (19) The Cardmember undertakes to indemnify the Bank on demand (on a full indemnity basis) any loss damage liability costs and expenses, which the Bank may incur by reason of or due to any breach of these Rules and Regulations or the enforcement of the Bank's rights as herein provided or in acting upon any instructions from the Cardmember in respect of the Card or any negligence, fraud and/or misconduct on the Cardmember's part.
- (20) The Cardmember may terminate the use of the Card by giving notice in writing to the Bank. The Bank may at any time without prior notice or reason to the Cardmember suspend or terminate the use of the Card or refuse to reissue, renew or replace any Card. Upon termination, the Cardmember will not use or attempt to use the Card and/or PIN.
- (21) The Cardmember irrevocably authorise the Bank, at its discretion, at any time, from time to time, to disclose any information and/or data relating to the Cardmember's Account(s) and/or Card with the Bank, or any other information as the Bank may deem necessary;
- (a) to any member of the Visa International Service Association and/or MasterCard International Incorporated;
  - (b) to any Merchant or bank or financial institution;
  - (c) to any head office, representative and branch offices and to any related company or associated company of the Bank, in any jurisdiction;
  - (d) to any government or regulatory agency or authority;
  - (e) to any computer, telecommunications or other service provider;
  - (f) to any of the Bank's potential assignee or transferee or any person who has or may enter into contracts with the Bank in relation to the Bank's interests herein;
  - (g) to any credit bureau (including, without limitation, Credit Bureau (Singapore) Pte Ltd), as well as the members of such credit bureau;
  - (i) to any service provider or any other related person(s) including third party service providers, sales and telemarketing agencies, business partners or otherwise (whether situated in or outside Singapore), under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on behalf of the Bank to the Cardmember or in connection with such outsourcing arrangements the Bank may have with any third party where the Bank has outsourced certain functions to the third party; and
  - (j) to any other person to whom disclosure is permitted or required by any statutory provision or law.
- (22) The Bank reserves the right from time to time, at any time, upon giving reasonable notice to the Cardmember, to make such further terms and conditions and such changes in these Rules and Regulations (including, without limitation, any fees or charges payable by the Cardmember under these Rules and Regulations) as it may in its absolute discretion deem necessary or desirable. Notice of such amendments or changes to these Rules and Regulations may be made by displaying a notice thereof in the Bank's premises or by advertising the same in a daily newspaper circulating in Singapore, or by posting notice thereof by ordinary mail to the last known address of the Cardmember in the Bank's records or by whatever mode of publicity the Bank in its absolute discretion thinks fit (including but not limited to the telephone or electronic media). If the Customer continues to operate the Account or utilise any Service after such notification, the Customer shall be deemed to have agreed to the addition or amendment without reservation.
- (23) All communication sent by post to or left at the last known address of the Cardmember registered with the Bank shall be deemed to have been delivered to the Cardmember on the day following such posting or on the day it was so delivered.

- (24) The Bank may suspend the Services or any part of thereof if as a result of force majeure, any calamity or condition, industrial actions, Terminal or computer breakdown or sabotage, or any other reason whatsoever, as a result of which the Cardmember's Transaction records, accounts or services will not be available or access to such records, accounts or services are hindered.
- (25) Any request of or instruction to the Bank shall be in writing and signed by the Cardmember provided nevertheless that the Bank may but shall not be obliged to accept and act on any instruction or request by telex, facsimile transmission or through the telephone which is believed by the officer or employee of the Bank attending to such instruction or request to have been given or made or authorised by any Cardmember notwithstanding that such instruction or request may not have been given or made or authorised by such Cardmember and notwithstanding any fraud that may exist in relation thereto and the Bank shall not be liable for any loss or damage suffered as a consequence of its acting on or acceding to any such instruction or request.
- (26) Any forbearance, failure or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver or a partial waiver of such right, power or remedy unless such right, power or remedies are specifically waived by the Bank in writing.
- (27) A person who is not a party to these Rules and Regulations shall have no right under the The Contracts (Rights of Third Parties) Act to enforce any of its terms.
- (28) These Rules and Regulations shall be governed in accordance with the laws of Singapore. Cardmembers irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.