

## CREDIT CARDS

### Highlights of Terms and Conditions

1. This leaflet is intended as a quick Cardmember guide only. It contains an outline of the principal Terms and Conditions governing the Cardmember Agreement. For full details, please read the Terms and Conditions of Maybank eVibes Agreement which prevail at all times. For clarifications, you may call **1800-MAYBANK** (1800-629 2265) during office hours. Terms defined in the Terms and Conditions of Maybank eVibes Agreement shall have the same meaning herein.

### 2. INTEREST-FREE PERIOD

20 days from statement date if bills are paid in full.

### 3. INTEREST ON PURCHASES

If payment is not made in full by the Payment Due Date, interest charges will be calculated on a daily basis on the outstanding balance/transactions from the Posting Date, and on all new transactions from the Posting Date to the day payment is made in full.

Note: No interest charge will be levied if payment is received in full by the Payment Due Date and there is no balance carried forward from the previous statement.

Effective Interest Rate for eVibes: 24% p.a. (minimum)

In addition to the interest charges, late payment charges are also payable.

Please refer to **Clause 9** (Charges) of the Maybank eVibes Agreement for more details.

### 4. CASH ADVANCE INTEREST AND FEES

A fee of 5% of the amount withdrawn or S\$15, whichever is higher, will be levied plus a interest charge of 24% compounded daily will be calculated on a daily basis on the amount withdrawn and the cash advance fee, from the day of the transaction to your account until the day payment is made in full.

“Cash Advance” means a disbursement of cash in any currency and/or any quasi cash transaction representing a Merchant’s sale of items (including gaming chips, opening deposits or money orders) that are directly convertible to cash, made or obtained by using the Card.

Please refer to **Clause 7** (Cash Advances) and **Clause 9** (Charges) of the Maybank eVibes Agreement for more details.

## 5. CARD TRANSACTIONS IN FOREIGN CURRENCIES AND TRANSACTIONS PROCESSED OVERSEAS

(a) Card Transactions in foreign currencies other than US Dollars will be converted into US Dollars before being converted into Singapore Dollars. Card 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 respective card association(s), namely 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 Card Transaction to the Card Account which may be different to the rate in effect on the date of the Card Transaction.

(b) Pursuant to clause 5(a), the Bank shall charge the Cardmember the converted amount and the administrative fee of 1.5% (excluding Visa Diamante, Infinite and World Mastercard) of the said amount (or such fee as the Bank may determine from time to time). For Visa Diamante, Visa Infinite, and World Mastercard, the administrative fee shall be 1.75% of the said amount (or such fee as the Bank may determine from time to time).

In addition, all Card Transactions in foreign currency will be subject to a 1% charge on the converted Singapore dollar amount by the respective card associations.

(c) If the Cardmember has chosen to convert the overseas Card Transaction (including online Card Transactions) into Singapore dollars at the point of payment via dynamic currency conversion (a service offered at certain overseas ATMs and merchants), or the transaction is in Singapore dollar but processed by an overseas merchant (including online Card Transactions), the Cardmember acknowledges that the process of conversion and exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be.

All card transactions in Singapore dollars but processed overseas will be subject to an administrative fee of 1%.

The Bank may charge, credit and debit, as may be appropriate, all sums payable to the Bank under this Agreement to the Card Account.

## 6. MINIMUM MONTHLY PAYMENT

### *Credit Card Account*

Platinum / Classic / eVibes: 3% of current balance or S\$20, whichever is higher, plus any outstanding amount due from previous statements.

Accounts that are over limit: 3% of the credit limit plus the excess over the credit limit.

## 7. LATE PAYMENT CHARGES

5% of the minimum monthly repayment or S\$50, whichever is higher, if minimum monthly repayment is not made by due date.

Please refer to **Clause 9.3** (Charges) of the Maybank eVibes Agreement for more details.



**Maybank**

**8. ANNUAL FEE**

eCard Classic	FREE
eVibes	FREE

**9. QUARTERLY SERVICE FEE**

eCard Classic <sup>^</sup>	S\$5
eVibes <sup>^</sup>	S\$5

<sup>^</sup> Waived if there is at least one transaction every three months.

**10. COLLECTION, USE OR DISCLOSURE OF INFORMATION**

The Cardmember consents to the Bank, its officers, employees, agents and advisers, collecting, using or disclosing information relating to the Cardmember, the Card, the Card Account and/or the Card Transaction 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 the Bank's Data Protection Policy (accessible at: [www.maybank2u.com.sg](http://www.maybank2u.com.sg)), or as is otherwise required or permitted in accordance to applicable law:

- (a) any member of the Visa International Service Association and/or MasterCard International Incorporated;
- (b) any Participant, Merchant, bank or financial institution;
- (c) the Bank's head office, and any of the Bank's branches, representative offices, subsidiaries, related corporations and affiliates;
- (d) the Bank's stationery printer or agent for the purpose of printing and/or mailing personalised Cards and other documents;
- (e) any court, government and regulatory agency or authority;
- (f) any Guarantor;
- (g) any actual or potential assignee or transferee of, or participant or sub participant in, any of the Bank's rights or obligations herein (or any of their agents or professional advisers), or any person who has or may enter into contracts with the Bank in relation to the Bank's interests herein;
- (h) any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau or agency;
- (i) 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 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;
- (j) any debt collection agency or person engaged by the Bank to collect any sums of money owing to the Bank from the Cardmember;
- (k) the Cardmember's agent, executor or administrator, receiver and manager, judicial manager and any person in connection with any compromise or arrangement or any insolvency proceeding relating to the Cardmember;
- (l) to the extent the information is personal data, to the persons identified in the Bank's Data Protection Policy; and

**Malayan Banking Berhad (incorporated in Malaysia)**

(m) any other person to whom disclosure is permitted or required by any statutory provision or law.

## 11. LIABILITY

The Cardmember will not be liable for any unauthorised Card Transactions made after notification to the Bank and the liability will be limited to S\$100 for any unauthorised transactions made before notification. If however, it is found that the Cardmember has acted fraudulently, was grossly negligent or failed to inform the Bank of the lost or stolen card as soon as reasonably practicable then the Cardmember will be liable for all unauthorised transactions or amounts up to the Credit Limit (whichever is lower) and any additional interest, charges and late fees charged by the Bank.

Please refer to **Clause 11** (Loss/Theft of Card and Security Devices) of the Maybank eVibes Agreement for more details.

Please refer to **Clause 4** (Liability of Cardmembers) of the Maybank eVibes Agreement for more details.

You may also refer to clause 9 of the ABS Guide on “What You Should Know About Credit Cards” using the following hyperlink  
[http://www.abs.org.sg/pdfs/Financial/Consumers\\_publications/ABS\\_CreditCards\\_English.pdf](http://www.abs.org.sg/pdfs/Financial/Consumers_publications/ABS_CreditCards_English.pdf)  
for more details.

**Termination of Card Account:** In the event that the use of a card is terminated either by the Cardmember or the Bank, the Cardmember is liable for all Card Transactions carried out, but not reflected in the statement as at the date of termination.

Please refer to **Clause 12** (Termination) of the Maybank eVibes Agreement for more details.

## 12. OTHER FEES AND SERVICE CHARGES

For other fees and charges, please refer to [www.maybank2u.com.sg](http://www.maybank2u.com.sg).

## TERMS & CONDITIONS

### MAYBANK eVIBES AGREEMENT

#### 1. Definitions

In this Agreement unless the context requires otherwise, the words used in this Agreement shall have the following meaning:

- (a) “Address” includes any street address, email address and facsimile transmission number.
- (b) “ATM” means an automated teller 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.
- (c) “Bank” means Malayan Banking Berhad and its successors and assigns.
- (d) “Card” means the Maybank eVibes card issued by the Bank to the Cardmember.
- (e) “Cardmember” means any person to whom the Card is issued by the Bank and includes his personal representatives.
- (f) “Card Account” means the credit card account maintained by the Bank for the Card Transactions.
- (g) “Card Account Statement” means the Bank’s monthly or other periodic statement showing the amount due to the Bank in the Card Account which is made available by the Bank to the Cardmember through the Bank’s internet website and/or such other channels as the Bank may designate from time to time by notice to the Cardmember;
- (h) “Cash Advance” means a disbursement of cash in any currency and/or any quasi cash transaction representing a Merchant’s sale of items (including gaming chips, opening deposits or money orders) that are directly convertible to cash, made or obtained by using the Card.
- (i) “Cash Rebate” means a cash rebate granted by the Bank to a Cardmember at its discretion, based on the monthly retail transactions entered into by the Cardmember.
- (j) “Card Transaction” means any payment made or Cash Advance obtained with the use of the Card and/or the PIN by a Cardmember.
- (k) “Credit Limit” means the maximum debit balance permitted by the Bank on the Card Account and notified to the Cardmember from time to time as the limit up to which the Cardmember is permitted to effect Card Transactions.
- (l) “Guarantor” means the parent or guardian of the Cardmember or such person as the Bank may agree at its discretion to be the guarantor of the Cardmember.
- (m) “Guaranteed Obligations” means the obligations of the Guarantor set out in clause 13.1 of this Agreement.
- (n) “Merchant” means any person, firm or corporation which, pursuant to an agreement with the Bank, agrees to accept the Card for payment or a Cash Advance.

- (o) “Month” means a calendar month.
- (p) “Participant” means any person, firm, company or organisation in Singapore or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing electronic services (including but not limited to any ATM services and any electronic fund transfer at the point of sale services) or any goods and services in relation to the Card.
- (q) “Payment Due Date” means the date specified in the Card Account Statement by which payment of the amount due to the Bank in the Card Account is to be received by the Bank.
- (r) “Posting Date” means the date in which the Card Transaction amount is posted to the Card Account.
- (s) “PIN” means the personal identification number issued by the Bank to a Cardmember and includes any replacement number.
- (t) “Security Devices” means all access IDs, PINs, passwords or other forms of electronic identification and other codes or access procedures issued by the Bank or any other party designated by the Bank in order to enable access to any services in connection with the Card.
- (u) “Total Indebtedness” means the aggregate amounts of all Card Transactions incurred in respect of the Card, all finance charges, fees and charges and interest payable and any other liabilities of the Cardmember owing, or payable to the Bank and all losses and expenses reasonably incurred by the Bank arising from the acceptance and/or the use of the Card, the Security Devices or any breach of this Agreement by the Cardmember.
- (v) “Total Payment Due” means the current balance shown in the Card Account Statement to be outstanding as at the date of the Card Account Statement.
- (w) “Tr’eats Points Rewards Programme” means the programme made available to a Cardmember where 1 tr’eats Point will be awarded for every retail dollar charged to the Bank’s credit/debit card by the Cardmember.

Words importing only the singular number shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine gender and vice versa. Words importing a person shall include a firm, company, corporation or other entity.

## **2. Collection of the Card and Security Devices**

Upon the Bank’s acceptance of an application for the Card, the Card and any Security Devices may be collected by the Cardmember or sent by post to the Cardmember at the Cardmember’s risk.

## **3. Use of the Card and Security Devices**

3.1 By signing on or using the Card, the Cardmember is deemed to have read, understood and accepted each and every term of this Agreement.

3.2 The Card may only be used by the Cardmember:

- (a) for Card Transactions authorised by the Bank with any Merchant or bank or financial institution or other person authorised to display or use the Visa and/or MasterCard emblem; and

(b) to obtain such facilities, benefits and services made available by the Bank or any Merchant from time to time, within the Credit Limit unless the Bank's prior approval is obtained.

3.3 The Bank shall be entitled at any time without prior notice and without giving any reason and without liability to the Cardmember to withdraw or restrict the Cardmember's right to use the Card or to refuse to authorise any Card Transaction or to vary the Credit Limit of the Cardmember or to withdraw all and any privileges whether attached to the Card or to the use of the Card or otherwise.

3.4 The Cardmember agrees to use the Security Devices issued or designated by the Bank and to comply with the Bank's instructions and procedures regarding the use of the Security Devices and to ensure that all instructions and requests to the Bank are where applicable, verified with the Security Devices.

#### **4. Liability of Cardmembers**

4.1 The Bank shall be entitled to debit the Card Account with the Total Indebtedness.

4.2 The Cardmember shall be liable to pay to the Bank the Total Indebtedness.

#### **5. Card Transactions in Foreign Currencies and Transactions Processed Overseas**

(a) Card Transactions in foreign currencies other than US Dollars will be converted into US Dollars before being converted into Singapore Dollars. Card 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 respective card association(s), namely 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 Card Transaction to the Card Account which may be different to the rate in effect on the date of the Card Transaction.

(b) Pursuant to clause 5(a), the Bank shall charge the Cardmember the converted amount and the administrative fee of 1.5% (excluding Visa Diamante, Infinite and World Mastercard) of the said amount (or such fee as the Bank may determine from time to time). For Visa Diamante, Visa Infinite, and World Mastercard, the administrative fee shall be 1.75% of the said amount (or such fee as the Bank may determine from time to time).

In addition, all Card Transactions in foreign currency will be subject to a 1% charge on the converted Singapore dollar amount by the respective card associations.



- (c) If the Cardmember has chosen to convert the overseas Card Transaction (including online Card Transactions) into Singapore dollars at the point of payment via dynamic currency conversion (a service offered at certain overseas ATMs and merchants), or the transaction is in Singapore dollar but processed by an overseas merchant (including online Card Transactions), the Cardmember acknowledges that the process of conversion and exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be.

All card transactions in Singapore dollars but processed overseas will be subject to an administrative fee of 1%.

The Bank may charge, credit and debit, as may be appropriate, all sums payable to the Bank under this Agreement to the Card Account.

## **6. Fees and Charges Payable**

The Cardmember agrees to pay to the Bank and authorises the Bank to debit the Card Account for the following:

- (a) annual fee which shall not be refundable in any event;
- (b) account maintenance fee or service charges which shall not be refundable in any event;
- (c) cheque processing fee in the event that any cheque tendered for the payment of any charges recorded in the Card Account is dishonoured for any reason whatsoever;
- (d) administrative fee for any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card and copies thereof which are made available at the Cardmember's request;
- (e) fees and charges for any Cash Advance;
- (f) such fees as the Bank may prescribe for any replacement Card and/or Security Device by giving the Cardmember 30 days' prior written notice; and
- (g) any other fees and charges not specified above which the Bank may impose by giving the Cardmember 30 days' prior written notice.

The rate of the fees and charges payable are set out in the Highlights of Terms and Conditions. The Bank shall have the right by giving the Cardmember 30 days' prior written notice from time to time to revise the rate of the fees and charges.

## **7. Cash Advances**

7.1 The Cardmember may use the Card to obtain Cash Advances at the counters of the Bank, any other participating banks and financial institutions, any Merchant and at ATMs which accept the Card. The Cardmember may use the Card outside Singapore for Cash Advances from ATMs carrying the Plus and/or Cirrus logo.

7.2 The Bank shall charge a Cash Advance fee (as specified in the Highlights of Terms and Conditions) based on the amount of each Cash Advance which will



be debited to the Card Account. The Bank shall have the right, by giving 30 days' prior notice, to revise the Cash Advance fee from time to time.

- 7.3 A finance charge, at such rate(s) as the Bank may notify the Cardmember will be imposed:-
- (a) on each Cash Advance from the date of such Cash Advance until repayment, and
  - (b) on the Cash Advance fee stated in clause 7.2 from the Posting Date stated in the Card Account Statement until repayment.

The Bank shall have the right by giving the Cardmember 30 days' prior written notice from time to time to revise the rate of the fees and charges.

## **8. Cash Rebate**

8.1 Where applicable, Cardmembers shall be entitled to a Cash Rebate which will be credited to the Cardmember's Card Account on a monthly basis.

8.2 Cardmembers entitled to a Cash Rebate will not be eligible for the Tr'eats Points Rewards Programme in respect of the retail transaction.

8.3 Upon termination of the Card for any reason whatsoever, Cash Rebates which are not credited to the Card Account as of the date of termination, will be automatically forfeited and shall not be transferable to any other Card Account of the Cardmember.

## **9. Charges**

9.1 Unless otherwise expressly stated, this Clause herein shall apply to all Card Transactions, except for cash advances, which is governed by Clause 7.

9.2 If by the Payment Due Date stated in the Card Account Statement, the Total Payment Due therein, is not paid in full, a finance charge at such rate as the Bank may notify the Cardmember shall be payable on the daily outstanding balance from the Posting Date (specified in the Card Account Statement), until full payment is received. Such finance charge shall be payable as well after as before judgement. The Bank shall have the right by giving the Cardmember 30 days' prior written notice from time to time to revise the rate of the charge.

9.3 In the event that the minimum payment specified in the Card Account Statement is not paid by the Payment Due Date, the Bank shall charge a late payment fee (as specified in the Highlights of Terms and Conditions) which shall be payable on the minimum sum due, subject to a minimum late payment fee of such sum as the Bank may determine, such late payment fee to be payable as well after as before judgement. The late payment fee is payable in addition to any finance charge payable. The Bank shall have the right, by giving 30 days' prior notice, to revise the late payment fee from time to time.

9.4 All charges payable under this Agreement shall be calculated based on a 365-day year or on a 366-day year in a leap year.

## **10. Payment**

10.1 Payment of the Total Payment Due or the minimum payment specified in the Card Account Statement must be made to the Bank by the Payment Due Date stated therein.

10.2 Any payment to the Bank will only take effect when received at the address notified by the Bank and credited to the Card Account.

10.3 All payments received by the Bank from any party in respect of the Card Account shall be payments in gross without any deduction or set off.

10.4 In the absence of written instructions to the Bank on the manner in which payments are to be appropriated, the Bank shall have the right to appropriate all such payments in the manner it deems fit.

10.5 All goods and services tax imposed on or payable in respect of any payment debited to the Card Account shall be borne by the Cardmember.

## **11. Loss/Theft of Card and Security Devices**

11.1 The Card shall remain the property of the Bank at all times and the Cardmember shall not transfer or otherwise part with the control, custody or possession of the Card.

11.2 The Cardmember shall not disclose or cause the disclosure of any PIN issued to him to any other person or party and to the extent permitted by law agrees to indemnify the Bank against all losses, claims, liabilities, costs and expenses (including legal costs on an indemnity basis) which the Bank may incur or suffer from such disclosure.

11.3 Immediately upon learning that the Card is lost or stolen or the PIN is disclosed, the Cardmember shall notify the Bank of the loss, theft or disclosure and lodge a police report.

11.4 The Cardmember will not be liable for any unauthorised Card Transactions made after notification to the Bank and the liability will be limited to S\$100 for any unauthorised transactions made before notification. If however, it is found that the Cardmember has acted fraudulently, was grossly negligent or failed to inform the Bank of the lost or stolen card as soon as reasonably practicable then the Cardmember will be liable for all unauthorised transactions or amounts up to the Credit Limit (whichever is lower) and any additional interest, charges and late fees charged by the Bank. The Bank reserves the right to terminate the credit card services of the Cardmember as well as pursue legal action in relation to the recovery of any amount due under this clause.

11.5 If a lost or stolen Card is found or recovered, the Cardmember must not subsequently use the Card but must cut the Card in half and return it immediately to the Bank.

## **12. Termination**

12.1 The Cardmember may terminate the use of the Card by giving notice in writing to the Bank. Such termination shall only be effective on receipt by the Bank of the Card cut in half and the payment of the Total Indebtedness.

12.2 The Bank shall have the right at any time without prior notice to cancel and recall any Card. The Cardmember shall immediately on the Bank's request return any or all Cards cut in halves to the Bank. Upon termination, the Total Indebtedness shall become immediately due and payable without demand.

12.3 In the event that the use of a Card is terminated either by the Cardmember or the Bank, the Bank shall not be liable to refund any account maintenance fee or any part thereof. The Cardmember shall continue to be liable for all Card Transactions carried out but not reflected in the Card Account Statement as at the date of the termination.

12.4 The Cardmember acknowledges that termination of the use of the Card, whether by the Bank or by the Cardmember shall not affect this Agreement which shall continue to subsist with full force and effect with respect to all charges, fees and interest which may have accrued and which may accrue in the future in accordance with the terms herein and in relation to the use of any and all Cards.

## **13. Guarantee**

13.1 If the Bank requires a guarantee, in consideration of the Bank issuing the Card to the Cardmember the Guarantor irrevocably and unconditionally guarantees: (i) to pay the Bank on demand all sums of monies or liabilities (including but not limited to the liabilities in connection with the Card) given or established by the Bank now or in the future due owing or incurred in any manner to the Bank by the Cardmember together with interest, commission and all other charges, costs and expenses for which the Cardmember may be or become liable to the Bank; and (ii) the due performance and observance of all the Cardmember's obligations under this Agreement. The Guarantor further undertakes and agrees that, if for any reason the Cardmember fails to make payment of any amount due to the Bank in the manner specified in this Agreement, or duly perform any part of the liabilities or obligations arising from and/or in relation to this Agreement, the Guarantor will pay the amount owed to the Bank and/ or perform all other liabilities or obligations in the manner provided in this Agreement. Any amount owing to the Bank from the Guarantor will be treated as a separate and independent debt from any amount owed by any

other party. The Bank shall have the right to protect and enforce its respective rights arising out of this clause and it shall not be necessary for any other party to be joined as an additional party in any proceedings for this purpose.

- 13.2 Any indebtedness of the Cardmember whether as principal or as surety and whether solely or jointly with any other person or persons now or in the future held by the Guarantor shall be subordinated to the indebtedness or liabilities of the Cardmember to the Bank under this Agreement. Such indebtedness of the Cardmember to the Guarantor, if the Bank so requires, shall be paid over to the Bank on the account of the indebtedness or liabilities of the Cardmember to the Bank but without reducing or affecting in any manner the Guarantor's liability under this Agreement until all monies and liabilities hereby guaranteed have been fully paid to the Bank.
- 13.3 As between the Guarantor and the Cardmember, the Guarantor is surety only for the Cardmember, but between the Bank and the Guarantor the Guarantor shall be deemed to be the principal debtor for all the Guaranteed Obligations and accordingly the Guarantor shall not be discharged nor shall the Guarantor's liability be affected in any way by any fact, circumstance, act, omission or means whatsoever, whether known to the Bank or not, whereby the Guarantor's liability hereunder would have been discharged if the Guarantor had not been the principal debtor.
- 13.4 The obligations of the Guarantor under this Agreement shall be a continuing security for the Guaranteed Obligations and shall be in addition to and independent of every other security or guarantee which the Bank may hold for the Guaranteed Obligations. Notwithstanding any settlement of account or intermediate payment and notwithstanding the closing of any of the Cardmember's accounts with the Bank which is subsequently reopened or the subsequent opening of any account by the Cardmember whether solely or jointly with another person or persons, this Agreement shall continue in full force and effect until: (i) all amounts due from the Guarantor under this Agreement have been paid in full; and (ii) the Cardmember has no liability in respect of the Guaranteed Obligations. Furthermore, the obligations of the Guarantor may be enforced without first having recourse to the Cardmember, any other person or any other agreement, security, guarantee or indemnity.
- 13.5 In addition to the Guaranteed Obligations the Guarantor unconditionally and irrevocably agrees: (i) that if any part of the monies due to the Bank from the Cardmember in connection with this Agreement, is for any reason (whether known to the Bank or not) not recoverable from the Guarantor on the basis of a guarantee shall nevertheless be recoverable from the Guarantor as if he/she were the sole principal debtor and shall be paid by the Guarantor to the Bank on demand; and (ii) as a primary obligation to indemnify the Bank to the extent permitted by law against all

claims, proceedings, penalties, demands, losses, damages, liabilities, costs and expenses including legal costs on an indemnity basis suffered by the Bank as a result of any monies due to the Bank by the Cardmember not being paid to the Bank in the manner provided in this Agreement.

13.6 Where the Bank is required for any reason (including bankruptcy, insolvency, winding-up or similar law of any jurisdiction) to refund to the Cardmember any amount which the Bank has received or recovered from the Cardmember in connection with this Agreement the Guarantor shall on demand pay such refund to the Bank and indemnify the Bank to the extent permitted by law against any cost, loss, expense or liability sustained or incurred by the Bank relating thereto.

13.7 The provisions of clause 18 of this Agreement shall apply to the Guarantor and the 'Cardmember' in clause 18 shall include the 'Guarantor'.

#### **14. Exceptions and Exclusions**

14.1 To the extent permitted by law the Bank shall not be liable to any Cardmember for any loss or damage incurred or suffered resulting from or in the event:

- (a) the Bank, a Merchant, or other bank or financial institution or any other party refuses to accept the Card or to extend any Cash Advance;
- (b) the Bank is unable to perform any of its obligations under this Agreement due whether directly or indirectly to the failure of any machine, computer system, data processing system or transmission link, power failure, acts or defaults of any telecommunications network operator or third party telecommunications carriers, acts, restrictions, regulations, by-laws, prohibitions or measures of any kind by any governmental or official authority, or industrial or other dispute, Act of God, fire, natural disasters or anything beyond the control of the Bank;
- (c) of any error(s) in the transmission of any communication, statement, information or data through any electronic channel or mode;
- (d) of the use of the Compromised Security Device by any party;
- (e) of any prohibition, restriction, delay in use or access of any services in connection with the Card caused by any laws and/or regulations of Singapore or any other country; and/or
- (f) of breach of any service agreements prescribed by telecommunications carriers and/or internet service providers or as a result of any act or omission of telecommunications carriers and/or internet service providers.

14.2 Subject to the Bank obtaining the Cardmember's specific consent in accordance with applicable law, the Bank may send brochures and other promotional literature and/or materials in respect of the Bank's other services, products or programmes or the services, products or programmes of any third party, in either case whether or not relating to the use of the

Card, to any Address of the Cardmember. In case of the services, products or programmes of any third party, under no circumstances shall it be construed that the Bank endorses, sponsors, certifies, or approves such services, products or programmes and the Bank shall not be liable in any way for any products purchased from or services rendered by any person whatsoever whether or not paid for by the use of the Card. In the event of any dispute between the Cardmember and any Merchant or bank or financial institution or any other person, the Cardmember's liability to the Bank shall not in any way be affected by such dispute or any counterclaim, right of set-off or contractual right which the Cardmember may have against such Merchant or bank or financial institution or person.

- 14.3 Notwithstanding anything stated herein, the Bank makes no warranties or representations and disclaims liability with respect to type, quality or fitness for purpose of goods and services provided by third party operators, service providers or suppliers engaged by the Bank.

## **15. Records and Statements**

- 15.1 The Bank's records of any Card Transaction, instructions, communications, operations, made, performed or effected in connection with the Card shall be conclusive and binding on each Cardmember for all purposes whatsoever and shall be conclusive evidence of the transaction and the Cardmember's liability to the Bank.
- 15.2 The Cardmember shall notify the Bank in writing of any error or inaccuracy in any Card Account Statement within fourteen (14) days of the date of the Card Account Statement failing which, the contents shall be conclusive and binding on each Cardmember.
- 15.3 The Cardmember acknowledges that the Card Account Statement will only be made available to the Cardmember via the Bank's online banking website.

## **16. Variation of Terms**

The Bank may at any time change and/or amend the terms and conditions of this Agreement and/or create new terms and conditions as it may in its discretion deem fit. Prior to any change in the terms and conditions of this Agreement, the Bank will give the Cardmember 30 days' prior written notice provided that the obligation to give the Cardmember advance notice does not apply if the changes are required in an emergency or where it is not practicable or reasonable to give such advance notice. The method of such notification will be determined by the Bank and may include notification by way of email, by posting the changes on the Bank's internet website and/or by displaying the changes at the Bank's branches. The Bank may however choose to inform the Cardmember by other means of communication. If the Cardmember does not agree to be bound by the changes, he shall cease all use of the Card and any services available in connection with the Card and

shall terminate this Agreement immediately by giving written notice to the Bank and returning the Card duly cut in half. The Cardmember agrees that if he continues to use the Card or the services available in connection with the Card after being notified of such change to this Agreement, such use shall constitute an affirmative:

- (a) acknowledgement by the Cardmember of this Agreement and its changes; and
- (b) agreement by the Cardmember to abide and be bound by this Agreement and its changes.

## **17. Collection, Use or Disclosure of Information**

17.1 The Cardmember consents to the Bank, its officers, employees, agents and advisers, collecting, using or disclosing information relating to the Cardmember, the Card, the Card Account and/or the Card Transaction 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 the Bank's Data Protection Policy (accessible at: [www.maybank2u.com.sg](http://www.maybank2u.com.sg)), or as is otherwise required or permitted in accordance to applicable law:

- (a) any member of the Visa International Service Association and/or MasterCard International Incorporated;
- (b) any Participant, Merchant, bank or financial institution;
- (c) the Bank's head office, and any of the Bank's branches, representative offices, subsidiaries, related corporations and affiliates;
- (d) the Bank's stationery printer or agent for the purpose of printing and/or mailing personalised Cards and other documents;
- (e) any court, government and regulatory agency or authority;
- (f) any Guarantor;
- (g) any actual or potential assignee or transferee of, or participant or sub participant in, any of the Bank's rights or obligations herein (or any of their agents or professional advisers), or any person who has or may enter into contracts with the Bank in relation to the Bank's interests herein;
- (h) any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau or agency;
- (i) 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 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;



- (j) any debt collection agency or person engaged by the Bank to collect any sums of money owing to the Bank from the Cardmember;
- (k) the Cardmember's agent, executor or administrator, receiver and manager, judicial manager and any person in connection with any compromise or arrangement or any insolvency proceeding relating to the Cardmember;
- (l) to the extent the information is personal data, to the persons identified in the Bank's Data Protection Policy; and
- (m) any other person to whom disclosure is permitted or required by any statutory provision or law.

This clause 17.1 is not and shall not be deemed to constitute, an express or implied agreement by the Bank with the Cardmember for a higher degree of confidentiality than that prescribed under any applicable law, including the Banking Act (Chapter 19). The consent and the Bank's right under this clause 17.1 are in addition and are not affected by any other agreement with the Cardmember and shall survive the termination of any or all of the Cardmember's credit cards and/or other accounts and the termination of any relationship between the Bank and the Cardmember.

- 17.2 The Cardmember acknowledges and agrees that overseas service providers may be required by law to disclose information received from the Bank to third parties, such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.
- 17.3 The Cardmember acknowledges and agrees that the Bank does not warrant the security of any information sent or transmitted to him whether electronically or otherwise and the Cardmember hereby accepts the risk that any information sent or transmitted to the Cardmember may be accessed by unauthorised third parties. To the extent permitted by law, the Cardmember shall not hold the Bank or any of its officers, employees or agents responsible or liable for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Cardmember as a result of any such access or disclosure.
- 17.4 The Cardmember acknowledges and agrees that the Bank will conduct credit checks to assess the creditworthiness of the Cardmember. The Cardmember irrevocably authorises the Bank to conduct such credit checks and to obtain and/or verify information about the Cardmember from any credit bureau or body from time to time, in accordance with applicable law.

## 18. Communications

18.1 All Card Account Statements, notices, demands, or other communication under this Agreement may be sent by facsimile, email or ordinary pre-paid post or delivered personally to the last known Address of the Cardmember and shall be deemed to have been delivered,

- (a) if sent by facsimile on the same day or,
- (b) if sent by email to the Cardmember's email address notified to the Bank, on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent to the Cardmember's mailbox or the mail server operated by the Cardmember or the Cardmember's service provider within one day from the date of transmission of the email from the mail server operated by the Bank or its service provider; or
- (c) if delivered by pre-paid ordinary post on the next business day after posting it to a street address in Singapore or 5 days after being sent by airmail to another country or,
- (d) in any case, when left at the street address required as aforesaid, notwithstanding that it is not received by the Cardmember or returned undelivered. Cards shall be deemed to have been delivered
  - (i) if delivered by pre-paid ordinary post on the next business day after posting it to a street address in Singapore or 5 days after being sent by airmail to another country or,
  - (ii) in any case, when left at the last known street address of the Cardmember.

18.2 Any court document or other legal process or any other document requiring personal service on the Cardmember, may be sent by pre-paid or ordinary mail or delivered personally by leaving it at the last known street address of the Cardmember, and shall be deemed to have been delivered on the day of delivery, if delivered personally by hand by leaving at such address or the next business day after posting, if sent by post in Singapore or 5 days after being sent by airmail to another country, notwithstanding that it is not received by the Cardmember or returned undelivered.

18.3 Without prejudice to Clause 18.1, where the Bank is required to give notice under this Agreement, the Bank shall be entitled to do so by publication/notification over the Bank's internet website, at any of the Bank's branches or through such channels as the Bank may determine at its discretion.

## 19. Notice of Change

The Cardmember shall immediately notify the Bank of any change in the Cardmember's Address or any change in employment.

## **20. Intellectual Property Rights**

The Cardmember acknowledges that the content used in connection with, or incorporated or contained in or presented to the Cardmember in any electronic channel or mode in connection with the services available in relation to the Card and any materials presented by the Bank in connection therewith are the exclusive property of the Bank and/or its third party licensors.

## **21. Confirmation From The Bank**

The Cardmember understands that the transmission of any communications through any electronic channels may not be received by the Bank for reasons beyond the Bank's reasonable control including but not limited to mechanical, software, computer, telecommunications or electronic failure. The Cardmember further acknowledges that unless he receives confirmation of receipt of the same from the Bank, communications may not have been received and accordingly, may not be processed or accepted by the Bank. To the extent permitted by law the Cardmember acknowledges and agrees that the Bank shall not be liable to the Cardmember in any way for any loss or damage whatsoever or howsoever caused, directly or indirectly, in connection with the transmission or failure of transmission of communications to the Bank through any electronic channels or any lack of confirmation of receipt of any communications by the Bank for whatever reason.

## **22. Evidence**

The Cardmember agrees that all communications which may be made in electronic form are written documents. The Cardmember shall not dispute or challenge the validity or enforceability of any communication on the ground that it is not a written document and the Cardmember hereby waive any such rights that he may have at law.

## **23. Indemnity**

The Cardmember undertakes to indemnify the Bank and hold it fully indemnified from and against all claims, proceedings, penalties, demands, losses, damages, liabilities, costs and expenses including legal costs on an indemnity basis which the Bank may be subject to by reason of or due to:

- (a) any breach by the Cardmember of Terms and Conditions of this Agreement,
- (b) any unauthorised use by any party of the Security Devices,
- (c) any failure or malfunction in the Cardmember's hardware and/or software used in connection with or for the purpose of access to any services available for the Card,
- (d) any virus and other destructive or corrupting code or program or other software or hardware routine or components designated to permit unauthorised access which have been introduced by the Cardmember to any electronic service available in relation to the Card,
- (e) the enforcement of the Bank's rights as herein provided; or
- (f) the issue or use of the Card or PIN issued to it.

**24. Set Off and Consolidation**

The Bank may at any time and without prior notice or demand, combine or consolidate the outstanding balance on the Card Account with any one or all accounts of the Cardmember with the Bank and set-off or apply any money standing to the credit of any one or all of such accounts in or towards the satisfaction of the outstanding balance on the Card Account.

**25. Waiver**

The Bank may at any time waive either unconditionally or on such Terms and Conditions as the Bank deems fit in its discretion any default or breach by the Cardmember of this Agreement or any fees or charges payable by the Cardmember and save as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of any default or breach of this Agreement by the Cardmember or non-payment of any fees and charges shall operate as a waiver of the Bank's rights and powers nor shall it preclude the Bank from any further exercise of any such rights. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of the Terms and Conditions of this Agreement.

**26. Severability**

If any one or more of the provisions of this Agreement or any part thereof shall be declared or adjudged to be invalid, illegal or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions of this Agreement which shall remain in full force and effect.

**27. Terms of Banking Services**

This Agreement covers the use of the Card issued by Maybank which is additional to those governing any account(s), ATM, Internet Banking Services and any other services to which the Card(s) is or will be linked, each of which may be amended or supplemented from time to time.

**28. The Contracts (Rights of Third Parties)**

A person who is not a party to these Terms and Conditions for Maybank eVibes Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 2001.

**29. Delegation to Agents or Third Parties**

The Cardmember agrees that the Bank may use any agents or third parties as the Bank may reasonably select. The Bank shall not be liable for any loss, damage, costs or expenses incurred by the Cardmember as a result of the acts or omissions of any such agents or third parties provided that the Bank has exercised reasonable care in the selection of such agents or third parties.

**30. Governing Law**

This Agreement is governed by and construed in accordance with the laws of the Republic of Singapore and the Cardmember hereby submits irrevocably to the non-exclusive jurisdiction of the Courts of Singapore. Nothing in this Clause shall



limit the right of the Bank to bring or commence any proceedings against the Cardmember in any other court of competent jurisdiction elsewhere.