



## Terms and Conditions Governing the PayNow Service

In these Terms and Conditions, unless the context requires otherwise, references to “you”, “your” and “yours” refers to the Maybank customer who is utilising the PayNow Service and references to “we”, “our”, “ours” and “us” refers to Malayan Banking Berhad, Singapore Branch and its successors and assigns. Further definitions can be found in the definitions section of these Terms and Conditions.

### 1. The PayNow Service

- a) The PayNow Service allows you to link an Account you have with us to your:
  - i. Personal Identity Number; or
  - ii. Mobile Number;so that you have the option to receive incoming funds to the Linked Account using your Personal Identity Number or your Mobile Number as a reference, together with a Nickname that you create.
- b) You may link both your Personal Identity Number and Mobile Number to the same Account, or you may link one of the numbers to a different Account, however you cannot link more than one Personal Identity Number or Mobile Number to the same Account.
- c) Once you have linked your Personal Identity Number and/or Mobile Number to an Account with us, you cannot link the same number(s) to an account you have with another PayNow Member.
- d) By registering for the PayNow Service you confirm that you have read, understood and agree to be bound by these Terms and Conditions. In the event you disagree with, or are unable to satisfy any of these Terms and Conditions you must terminate or cease the use of the PayNow Service via our Internet Banking Service or by submitting the necessary Maybank form to us.
- e) If you register for the PayNow Service via our Internet Banking Service, these Terms and Conditions are to be read in conjunction with our Terms and Conditions of Internet Banking. In the event of any inconsistency in these Terms and Conditions and our Terms and Conditions of Internet Banking in relation to the Service, these Terms and Conditions shall apply.
- f) We may adapt the PayNow Service in the future, due to system enhancements or changes to the specifications of the PayNow Service. As such, we may change or expand the Proxies which you may use to utilise the PayNow Service, from time to time without prior notice to you. Reference to the Proxies stated herein, will also include references to new Proxies.

### 2. Registration and de-registration

- a) You will be required to register for the PayNow Service via our Internet Banking Service, or via such other means as we may notify you from time to time.
- b) When you register for the PayNow Service you must ensure that:
  - I. your Personal Identity Number or Mobile Number is the same as the latest number which is on record with us. If you have multiple mobile numbers registered with us, you will only be able to use your primary number for the PayNow Service, your primary number will be determined by us at our discretion;
  - II. you have not previously used the same Personal Identity Number or Mobile Number to register for the PayNow Service with any other bank or financial institution. If you have, it is your obligation to de-register from the PayNow Service with the other PayNow Member first, before applying with us;

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- III. the Nickname you use for the PayNow Service is a name which the sender of funds will identify with you. If you do not enter a Nickname upon registration we will automatically use your full name as the Nickname; and
  - IV. you inform any joint account holder of a Linked Account that you have registered for the PayNow Service and that funds may be debited and credited to and from the Linked Account in accordance with these Terms and Conditions.
- c) You acknowledge and understand that when you register for the PayNow Service we will immediately forward the information we collect from you to the Operator who will conduct a search of your information with the PayNow Register. In the event your Personal Identity Number or Mobile Number is already contained in the PayNow Register your application for registration with us will be rejected.
  - d) We will contact you via our Internet Banking Service (where applicable), Mobile Banking Service (where applicable), letter, email, SMS, or such other appropriate means when your registration has been successfully created or if your registration has been rejected. In order to ensure that we can contact you we may register you with our SMS notification service. If you do not want to receive SMS notifications you may de-register at any time by informing us via the channels made available to you.
  - e) In the event you need to change or update any information which you have provided to us upon registration or if you wish to terminate your registration you must do so immediately via the channels made available to you. We will require a reasonable notice period to effect such changes.
  - f) You understand that you will automatically be de-registered from the PayNow Service and the PayNow Register in the event;
    - i. your Linked Account is closed by you or us; or
    - ii. you update us with a new Mobile Number and/or Personal Identity Number;
    - iii. the Mobile Number you used to register for the PayNow Service with us has since been terminated or recycled and is in use by another person;
    - iv. you are in breach of these Terms and Conditions; or
    - v. we believe or we have been notified by the Operator or such other third party that the PayNow Service linked to your Account has been misused in any manner whatsoever.
  - g) Once you are de-registered from the PayNow Service we will not automatically re-register you for the PayNow Service in relation to any other Account you hold with us, for such cases you will be required go through the registration process again.

### 3. 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 PayNow 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 PayNow Service, including but not limited to the Operator, the Associated Banks Of Singapore and any PayNow Member;
  - ii. the receiver of any funds under the PayNow Service;

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- 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 head office and any of our branches, representative offices, subsidiaries, related corporations and affiliates;
  - v. to 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 3 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 3 are in addition to and are not affected by any other agreement with you and shall survive the termination of this Agreement 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 PayNow 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 P a y N o w Service without prejudice to o u r 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 PayNow 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 PayNow Service and the aforesaid Data Protection Policy.



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#### **4. Liability and Indemnity**

- a) You acknowledge and agree that you are directly responsible for updating the information you have provided to us in relation to the PayNow Service and that you have an obligation to keep your information secure. We shall not be held liable for any loss or damages suffered by you or any other party due to the unauthorised use of your information.
- b) You understand that keeping funds or utilising funds that do not belong to you is a crime; if you receive monies via the PayNow Service from an unknown party you acknowledge and agree to inform us immediately. If we receive notification from you or another party that the funds have been transferred to your Account by mistake, we shall have the authority to debit your Account for the amount of the said funds without your consent. We will not be liable for any loss suffered by you for debiting your Account for the said purpose.
- c) We cannot guarantee that any information you provide to us for the registration and use of the PayNow Service will not be intercepted or accessed by third parties. We shall not be liable for any information which is intercepted or accessed by third parties.
- d) We are not the owners of the PayNow Register, we do not operate or maintain the PayNow Register and because of this we cannot guarantee the security or the accuracy of the personal information or other information which is stored in the PayNow Register. As such, we shall not be liable for any unintended disclosure or leakage of information from the PayNow Register or any payment made to a wrong party based on the information contained in the PayNow Register.
- e) The PayNow Service is available on an 'as is' basis, you acknowledge that at certain times some or all of the functions under the PayNow Service may not be accessible due to system maintenance or for reasons beyond our control. You also acknowledge that the operation of the PayNow Service may be affected by weak network signal or restricted device functionality. As such, we do not warrant that the PayNow Service will be available at all times.
- f) You further agree that we shall be entitled at any time, at our discretion and without prior notice, to temporarily suspend the operations of the PayNow Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that we deem fit, or terminate the PayNow Service entirely at our discretion, and in such event, we shall not be liable for any loss, liability or damage which may be incurred as a result.
- g) You undertake to indemnify us 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 which we or a third party may be subject to in connection with the provision of the PayNow Service, including your breach of any of these Terms and Conditions.
- h) We and our agents shall not be liable for any loss (direct or indirect), whatsoever incurred by you, or any other person in relation to the provision of the PayNow Service including but not limited to any improper or unauthorised use of the PayNow Service by you or any other person, 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. General**

- a) These Terms and Conditions govern the use of the PayNow Service and are additional to those governing your Account(s), ATM, Internet Banking Services, CreditAble Accounts, funds transfer services and any

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other services through which the PayNow Service is or will be provided, each of which may be amended or supplemented from time to time. In the event of any inconsistency, the terms and conditions stated herein shall prevail.

- b) You agree that we shall be entitled to impose fees and charges for providing the PayNow Service to you and revise such fees and charges from time to time by giving you 30 days' prior notice. Your utilisation of the PayNow Service will act as an acceptance of any fees and charges imposed or any such revision to the fees and charges.
- c) We may assign any or all of our rights and obligations hereunder by notifying you. You may not assign any of your rights and obligations hereunder without our prior written consent which shall not be unreasonably withheld.
- d) Any delay or failure by us to exercise our rights and/or remedies under these Terms and Conditions 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.
- e) If any term of these Terms and Conditions is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Terms and Conditions and rendered ineffective where possible without modifying the other terms of these Terms and Conditions.
- f) You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms and Conditions by providing you with 30 days written notice in such manner as we deem fit. We may also withdraw the PayNow Service at any time at our discretion without notice to you.
- g) A person who is not a party to these Terms and Conditions shall not be entitled to enforce any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Act of Singapore.
- h) These Terms and Conditions 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.

## 6. Definitions

In these Terms and Conditions, unless the context requires otherwise, the following expressions shall have the meaning respectively ascribed to them:

**“Account”** means a Singapore Dollar deposit account or CreditAble Account held with us individually or jointly with any other person(s).

**“Charges”** means such subscription and other fees, transaction charges, other charges and interest rates that we may from time to time determine.

**“Customer”** means any person in whose name is maintained one or more Accounts with Maybank who uses the PayNow Service to remit or receive funds. In the case of joint accounts, Customer refers to any and/or all joint holders of the Account.

**“Linked Account”** means an Account that has been successfully linked to your Personal Identity Number and/or your Mobile Number, for the purpose of utilising the PayNow Service.

**“Mobile Number”** means a mobile phone number registered in your name which is on record with us

**“Nickname”** means a nickname or alias which you provide to us upon registration of the PayNow Service in order to be identified to receive funds.

**“Operator”** means the operator of the PayNow system appointed by the Associated Banks of Singapore or such other entity, which may change from time to time.

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“**PayNow Member**” means a bank or financial institution that is offering the PayNow Service to its customers.

“**PayNow Register**” means the register of customer information maintained by the Operator in order to provide the PayNow Service via us to you.

“**PayNow Service**” means the service described in clause 1(a) herein.

“**Personal Identity Number**” means your National Registration Identity Card number if you are a Singapore Citizen or Permanent Resident of Singapore..

“**Proxy**” or “**Proxies**” collectively means the Personal Identity Number and the Mobile Number to be used by you to register for the PayNow Service, it also includes any future proxies we may make available to you for the use of the PayNow Service.

“**Receiver**” means any person whether they are customers of Maybank or otherwise who receives funds through the Service.

“**SMS**” means a Short Message Service that enables messages to be transmitted between mobile phones or such other telecommunication or electronic devices as the relevant service providers may make available.

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