



Maybank

Terms and Conditions of Maybank VISA Money Transfer (Transfer from accounts to Visa Card)

These Terms and Conditions govern the use of the Maybank Visa Money Transfer Facility (the “**Facility**”).

1. Definitions

In these Terms and Conditions, unless the context requires otherwise, references to “we”, “us” and “our” are to the Customer and references to “Bank” are to Maybank.

“**Customer**” means the customer of the Bank using the Facility who is an individual.

“**Current Account**” means any current accounts denominated in Singapore Dollars maintained by the Customer, from time to time, with the Bank.

“**CreditAble Account**” means the personal credit line that is made available by the Bank to the Customer in accordance with the terms and conditions governing creditable accounts.

“**Savings Account**” means any savings accounts denominated in Singapore Dollars maintained by the Customer, from time to time, with the Bank.

“**Visa Money Transfer Facility**” means the money transfer facility granted or agreed to be granted or made available by the Bank to the Customer in accordance to the terms and conditions of this Agreement.

“**VISA Card**” means all personal credit, debit or prepaid cards bearing the name VISA and/or service mark of VISA (whether or not it also bears the name and/or mark of any person or entities).

2. We may from time to time, use the Facility to debit such sum from our Savings Account, Current Account or CreditAble Account and transfer the said sum to any VISA Card issued worldwide by any financial institution (the “**Beneficiary Card**”).
3. We acknowledge that each transfer is up to a maximum of S\$3,000.00 (or such amount as the Bank may determine) and the maximum transfer per day is S\$3,000.00 (or such amount as the Bank may determine upon approval by the Bank) and in the case where the transfer is from the CreditAble Account, the transfer is subject always to the available credit limit.
4. We acknowledge that the Bank shall be entitled to charge us such fees as may be determined by the Bank for the use of the Facility, which we agree to bear, and such amounts, charges or fees (including any remittance fees) chargeable by the Beneficiary Card’s issuing bank at their prevailing rates. The Bank shall have the right to debit the Savings Account, Current Account or CreditAble Account (as the case may be) for any charges incurred or payable by us for use of the Facility.
5. We acknowledge and agree that the Bank and/or Visa International Service Association (or such other relevant party) (“**Relevant Party**”) shall effect the transfer of such sum in accordance to the information and/or instructions provided by us, to the Beneficiary Card in the currency of the Beneficiary Card converted from the Singapore currency at such

prevailing exchange rate on such date as the Bank or the Relevant Party may determine at its discretion.

6. We acknowledge that it is our sole responsibility to ensure that, when we provide the Bank with information and/or instructions as required by the Bank to effect the transfer, including but not limited to the number of the Beneficiary Card and the amount to be credited to the Beneficiary Card, such information and/or instructions is complete, accurate, true and correct. We further agree to provide such further information that the Bank may require on the Beneficiary Card or for the purpose of effecting the transfer.
7. We acknowledge that the Bank may accept and act upon our information and/or instructions transmitted to the Bank (whether actually provided by us or not) and that the Bank shall not be under any obligation to investigate the authenticity or authority of persons effecting the instructions or verify the accuracy and completeness of the information. We agree that the Bank may treat the information as valid notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such information and/or instructions.
8. Whilst the Bank shall undertake all endeavours to effect the transfer on receipt of our instructions, the Bank shall not be held responsible for performance hereunder and the Bank reserves the right to reject any instructions for a funds transfer and/or approve only part of the amount requested for transfer without assigning any reason whatsoever to us.
9. We agree that the Bank shall not be liable to us in any way for any loss or damage incurred by us whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission, delay or failure of transmission of instructions by Visa International Service Association or any other entity involved in the process of the funds transfer or due to any government order, law levy, tax or exchange restrictions or any other cause of any kind which is beyond the Bank's control.
10. We acknowledge and agree that the Bank does not warrant the security of any information sent or transmitted to it whether electronically or otherwise and we accept the risk that any information sent or transmitted to the Bank may be accessed by unauthorised third parties.
11. We acknowledge that the Bank shall not be liable for any unauthorized transactions and we agree to fully indemnify and hold the Bank harmless against any action, suit or proceedings initiated against it and for any loss, cost or damage incurred by it as a result thereof or arising from the Bank acting on our instructions to effect the transfer.
12. We understand that the Bank reserves the right to offer the Facility through any of its channels at its sole discretion and shall be entitled to withdraw the Facility entirely or through any of its channels without giving any notice or reason to us, without incurring any liability or responsibility whatsoever by reason of such withdrawal.
13. We understand that the Bank reserves the right at its absolute discretion to amend any of these Terms and Conditions by giving us 30 days prior notice and we agree that by using the Facility, we will be unconditionally bound by these Terms and Conditions and all amendments, revisions and additions which the Bank may at its discretion effect from time to time.

14. We irrevocably authorise the Bank, at its discretion, at any time, to disclose any information and/or data relating to our account(s), credit card(s) or any other information as the Bank may deem necessary:
- (a) to any member of Visa International Service Association;
 - (b) to any merchant or bank;
 - (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 service provider, computer, telecommunications or financial institution;
 - (f) to any supplementary cardholder
 - (g) to any potential assignee or transferee of the Bank's interest herein;
 - (h) to any credit bureau (including, without limitation, Credit Bureau (Singapore) Pte Ltd), as well as the members of such credit bureau; and
 - (i) to any credit reference or evaluation agencies where situated for any purpose whatsoever.
15. These Terms and Conditions governing the use of the Facility are additional to those terms and conditions governing Savings Accounts, Current Accounts and CreditAble Accounts.
16. A person who is not a party to these Terms and Conditions may not enforce its terms under the Contracts (Rights of Third Parties) Act of Singapore.
17. These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of Singapore and we irrevocably hereby submit to the nonexclusive jurisdiction of the Courts of Singapore. Nothing in this clause shall limit the right of the Bank to bring or commence any proceedings against us in any other court of competent jurisdiction elsewhere.

**Terms and Conditions of Maybank VISA Money Transfer
(Transfer from Maybank Visa Credit Card to any Visa Card)**

These Terms and Conditions govern the use of the Maybank Visa Money Transfer Facility (the "**Facility**").

18. Definitions

In these Terms and Conditions, unless the context requires otherwise, references to "we", "us" and "our" are to the Customer and references to "Bank" are to Maybank.

"Customer" means the customer of the Bank using the Facility.

"Maybank VISA Credit Card" means the Personal Credit Card issued by the Bank to its principal and supplementary card holders bearing the name VISA and/or the service mark of VISA (whether or not it also bears the name and/or mark of any other person or entities) and includes any card issued in replacement or renewal thereof.

"Maybank Visa Money Transfer Facility" means the money transfer facility granted or agreed to be granted or made available by the Bank to the Customer in accordance to the terms and conditions of this Agreement.

"Personal Credit Card" means the credit card issued by the Bank to an individual to utilise the facilities of the card.

“VISA Card” means all personal credit, debit or prepaid cards bearing the name VISA and/or service mark of VISA (whether or not it also bears the name and/or mark of any person or entities).

19. We may from time to time, use the Facility by charging to our Maybank VISA Credit Card such sum which is transferred from our Maybank VISA Credit Card to any VISA Card issued in Singapore or worldwide by any financial institution (the **“Beneficiary Card”**).
20. We acknowledge that each transfer is up to a maximum of S\$3,000.00 (or such amount as the Bank may determine) and the maximum transfer per day is S\$3,000.00 (or such amount as the Bank may determine upon approval by the Bank) subject always to the available credit limit of the Maybank VISA Credit Card.
21. We acknowledge that the Bank shall be entitled to charge us such fees as may be determined by the Bank for the use of the Facility, which we agree to bear, and such amounts, charges or fees (including any remittance fees) chargeable by the Beneficiary Card’s issuing bank at their prevailing rates. The Bank shall have the right to debit our Maybank VISA Credit Card for the amount transferred together with any charges incurred or payable by us for use of the Facility.
22. We acknowledge that for each transfer to a VISA Card issued in Singapore, the Bank shall be entitled to charge a cash advance fee of 5% of the transferred amount or S\$15, whichever is higher. In addition, a finance charge calculated on a daily basis of 2% per month (24% per annum) on the transferred amount and the cash advance fee shall be charged from the date of such transfer until repayment. The Bank shall have the right, by giving 30 days’ written notice to the Customer, to change the fees and charges imposed in this clause from time to time and debit our Maybank VISA Credit Card accordingly.
23. We acknowledge and agree that the Bank and/or Visa International Service Association (or such other relevant party) (**“Relevant Party”**) shall effect the transfer of such sum in accordance to the information and/or instructions provided by us to the Beneficiary Card in the currency of the Beneficiary Card converted from the Singapore currency at such prevailing exchange rate on such date as the Bank or the Relevant Party may determine at its discretion.
24. We acknowledge that it is our sole responsibility to ensure that, when we provide the Bank with information and/or instructions as required by the Bank to effect the transfer, including but not limited to the number of the Beneficiary Card and the amount to be credited to the Beneficiary Card, such information and/or instructions is complete, accurate, true and correct. We further agree to provide such further information that the Bank may require on the Beneficiary Card or for the purpose of effecting the transfer.
25. We acknowledge that the Bank may accept and act upon our information and/or instructions transmitted to the Bank (whether actually provided by us or not) and that the Bank shall not be under any obligation to investigate the authenticity or authority of persons effecting the instructions or verify the accuracy and completeness of the information. We agree that the Bank may treat the information as valid notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such information and/or instructions.

26. Whilst the Bank shall undertake all endeavours to effect the transfer on receipt of our instructions, the Bank shall not be held responsible for performance hereunder and the Bank reserves the right to reject any instructions for a funds transfer and/or approve only part of the amount requested for transfer without assigning any reason whatsoever to us.
27. We agree that the Bank shall not be liable to us in any way for any loss or damage incurred by us whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission, delay or failure of transmission of instructions by Visa International Service Association or any other entity involved in the process of the funds transfer or due to any government order, law levy, tax or exchange restrictions or any other cause of any kind which is beyond the Bank's control.
28. We acknowledge and agree that the Bank does not warrant the security of any information sent or transmitted to it whether electronically or otherwise and we accept the risk that any information sent or transmitted to the Bank may be accessed by unauthorised third parties.
29. We acknowledge that the Bank shall not be liable for any unauthorized transactions and we agree to fully indemnify and hold the Bank harmless against any action, suit or proceedings initiated against it and for any loss, cost or damage incurred by it as a result thereof or arising from the Bank acting on our instructions to effect the transfer.
30. We understand that the Bank reserves the right to offer the Facility through any of its channels at its sole discretion and shall be entitled to withdraw the Facility entirely or through any of its channels without giving any notice or reason to us, without incurring any liability or responsibility whatsoever by reason of such withdrawal.
31. We understand that the Bank reserves the right at its absolute discretion to amend any of these Terms and Conditions by giving us 30 days prior notice and we agree that by using the Facility, we will be unconditionally bound by these Terms and Conditions and all amendments, revisions and additions which the Bank may at its discretion effect from time to time.
32. We irrevocably authorise the Bank, at its discretion, at any time, to disclose any information and/or data relating to our account(s), credit card(s) or any other information as the Bank may deem necessary:
 - (j) to any member of Visa International Service Association;
 - (k) to any merchant or bank;
 - (l) to any head office, representative and branch offices and to any related company or associated company of the Bank, in any jurisdiction;
 - (m) to any government or regulatory agency or authority;
 - (n) to any service provider, computer, telecommunications or financial institution;
 - (o) to any supplementary cardholder
 - (p) to any potential assignee or transferee of the Bank's interest herein;
 - (q) to any credit bureau (including, without limitation, Credit Bureau (Singapore) Pte Ltd), as well as the members of such credit bureau; and
 - (r) to any credit reference or evaluation agencies where situated for any purpose whatsoever.

33. These Terms and Conditions governing the use of the Facility are additional to those terms and conditions governing our Personal Credit Card and any other services to which the Personal Credit Card is or will be linked.
34. A person who is not a party to these Terms and Conditions may not enforce its terms under the Contracts (Rights of Third Parties) Act of Singapore.
35. These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of Singapore and we irrevocably hereby submit to the nonexclusive jurisdiction of the Courts of Singapore. Nothing in this clause shall limit the right of the Bank to bring or commence any proceedings against us in any other court of competent jurisdiction elsewhere.

Updated as at 11 November 2009