

Terms and Conditions Governing eGIRO

1. Application of these Terms

- 1.1 By applying for or using the services made available through the eGIRO Scheme, you confirm that you have read, understood and accepted these Terms and Conditions (“**these Terms**”).
- 1.2 Unless defined otherwise, all capitalised words and expressions herein shall have the same meaning as ascribed to them under (where you are a retail banking customer) the General Personal Banking Terms and Conditions or (where you are a corporate banking customer) the General Business Banking Terms and Conditions (the “**General Terms**”).
- 1.3 These Terms supplement and are to be read together with any other Specific Terms, the General Terms and the other General Terms, each as may be amended, modified or supplemented from time to time.
- 1.4 The Banking Agreement applies to your use of (where you are retail banking customer) the MS Account or (where you are a corporate banking customer) the MB Account, and any Products and/or Service we provide to you in relation to the MS Account or MB Account (as the case may be).
- 1.5 In the event of any conflict or inconsistency between provisions in the following documents, the provisions in these documents shall take precedence in this order, to the extent of such conflict or inconsistency:
 - 1.5.1 these Terms;
 - 1.5.2 any other Specific Terms;
 - 1.5.3 the General Terms; and then
 - 1.5.4 the Other General Terms.

2. Introduction

- 2.1 In these Terms, the terms “we” “us” or “our” refer to MariBank Singapore Private Limited, and the terms “you” or “your” refer to the customer in whose name(s) one or more Accounts is opened and maintained with us as may be accessed through the Digital Banking Services, and the term “Parties” refers to you and us.
- 2.2 The eGIRO Scheme (defined below) enables you to perform and complete the following activities:
 - 2.2.1 creating direct debit authorisations electronically via a Participating BO Landing Page (defined below) for the relevant Participating BO (defined below) to initiate direct debit collections via GIRO or FAST (defined below) directly from your designated bank account opened and maintained with us (“**eGIRO Creation Request**”); and
 - 2.2.2 where enabled by the relevant Participating BO, cancelling any eGIRO Creation Request with respect to such Participating BO electronically via a Participating BO Landing Page (“**eGIRO Cancellation Request**”). Where such cancellation functionality is not enabled by the relevant Participating BO via a Participating BO Landing Page, you acknowledge that the cancellation of any eGIRO Creation Request with respect to such Participating BO will need to be submitted to us using the means permitted by us and in the form and manner prescribed by us.

3. Definitions

- 3.1 **“ABS”** means the Association of Banks in Singapore (UEN No.: S73SS0047K), a society registered in Singapore and having its registered address at #12-08, MAS Building, 10 Shenton Way, Singapore 079117.
- 3.2 **“eGIRO Cancellation Request”** is defined in Clause 2.2.2.
- 3.3 **“eGIRO Creation Request”** is defined in Clause 2.2.1.
- 3.4 **“eGIRO Platform”** means the electronic platform known as “eGIRO Aggregator” (or such other successor or replacement name) which is designated or marketed to facilitate the electronic direct debit authorisation process.
- 3.5 **“eGIRO Scheme”** means the electronic direct debit authorisation scheme designated or known as “eGIRO” (or such other successor or replacement name as may be designated by ABS from time to time), including the services, content and functions made available in relation to such scheme.
- 3.6 **“Electronic Instructions”** means any instructions, directions, communications or requests sent electronically through the Digital Banking Services by you or any person purporting to be you or by any person acting on your behalf or purporting to be acting on your behalf, including eGIRO Creation Request(s) and eGIRO Cancellation Request(s).
- 3.7 **“FAST”** means “Fast and Secure Transfers”, a payment rail managed by the Singapore Clearing House Association.
- 3.8 **“GIRO”** means “General Interbank Recurring Order”, a payment rail managed by the Singapore Clearing House Association.
- 3.9 **“MB Account”** has the meaning given to it in the Terms and Conditions Governing Mari Business Account;
- 3.10 **“MS Account”** has the meaning given to it in the Terms and Conditions Governing Mari Savings Account;
- 3.11 **“Operator”** means a third party operator designated by ABS from time to time to operate the system underlying the eGIRO Scheme, for the purposes of facilitating the submission, transmission and validation of electronic direct debit authorisations under the eGIRO Scheme.
- 3.12 **“Participating Bank”** means an entity which is for the time being entitled to participate in the eGIRO Scheme as an applicant bank and/or a billing organisation bank. A current list of such entities is available at: <https://abs.org.sg/consumer-banking/eGIRO>.
- 3.13 **“Participating BO”** means an entity which is for the time being entitled to participate in the eGIRO Scheme as a billing organisation.
- 3.14 **“Participating BO Landing Page”** means, in respect of a Participating BO, the webpage(s) or landing page(s) on such part of the website or mobile application operated and/or owned by such Participating BO for use in connection with the eGIRO Scheme.
- 3.15 **“Purpose”** means: (i) to give effect to any Electronic Instruction; and (ii) for compliance with any order of any court or government or regulatory authority in any jurisdiction.

4. Use of the eGIRO Scheme

4.1 General

- 4.1.1 You represent, warrant and undertake that all information provided in connection with an eGIRO Creation Request / a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) are complete, true and accurate in all respects and that we shall not be under any obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information.
- 4.1.2 For the purpose of authorising the eGIRO Creation Request or submitting an eGIRO Cancellation Request, you will be redirected from the Participating BO Landing Page to the Digital Banking Services and accordingly these terms and conditions are in addition to and shall be read in conjunction with such other terms and conditions applicable to the access to and/or use of the Digital Banking Services.
- 4.1.3 Upon authorising the eGIRO Creation Request through the Digital Banking Services / submitting a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through other permitted means) you agree that such direct debit authorisation / cancellation of such direct debit authorisation will take effect only after such request has been successfully processed by both the relevant Participating BO and us, and you shall ensure that: (i) in the case of an eGIRO Creation Request, you continue making the relevant payments directly to the relevant Participating BO using alternative payment methods until the direct debit authorisation becomes effective; or (ii) in the case of a cancellation request in respect of an eGIRO Creation Request, you continue ensuring that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s) until such cancellation request becomes effective.
- 4.1.4 Notwithstanding the submission of the eGIRO Creation Request(s) and without prejudice to any other terms and conditions herein, you agree that you remain solely responsible for the full and timely payment of any amounts payable to the relevant Participating BO(s), and neither we nor ABS shall be liable for any failure thereof or any delay thereto.

4.2 eGIRO Creation Request: By submitting an eGIRO Creation Request:

- 4.2.1 you agree that the relevant Participating BO shall be entitled to initiate direct debit collections via GIRO or FAST directly from the designated bank account opened and maintained with us, and you hereby instruct us to process and act upon such Participating BO's request to debit such designated bank account, such amounts as may be specified by such Participating BO from time to time (subject to any payment limit as may be specified in such eGIRO Creation Request and/or as may be prescribed by us from time to time), each without further reference to you and without any further consent or confirmation from you or any further notice to you. We shall also be entitled to treat such instructions, and such designations, as being irrevocable and unconditional, conclusive and binding on you, and you agree that we shall further be entitled to ignore any conflicting instructions. Notwithstanding the foregoing, you acknowledge that: (i) we are not obliged to effect payment if the relevant Participating BO does not initiate direct debit collections via GIRO or FAST in the manner required by us; and (ii) we do not have control over the date on, or the amount for, which the relevant Participating BO initiates direct debit collections via GIRO or FAST and we are under no obligation to verify any payment due date or payment amount;
- 4.2.2 you agree that the authorisation shall remain effective and in force until the earliest of the following:
- (i) the expiry date as may be specified in the eGIRO Creation Request;
 - (ii) the effective date of the relevant cancellation request submitted to us in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a

cancellation request submitted to us through any other permitted means), following our receipt and successful processing thereof; or

(iii) such date as we may notify you from time to time; and

4.2.3 you undertake to ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s), and we are entitled to reject any Participating BO's debit request(s) if the relevant designated bank account does not have sufficient funds and charge you a fee for such unsuccessful debiting. We may also at our sole discretion allow the debit even if this results in an overdraft on the account and impose charges accordingly (as applicable).

4.3 Cancellation request: Notwithstanding the submission of a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) and Clause 4.1.3:

4.3.1 you acknowledge that we may have received, processed and/or acted upon the relevant Participating BO's debit request submitted on or before the effective date of such cancellation request, and we shall not be obliged to reverse or cancel any such debiting; and

4.3.2 you shall ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s) referred to in Clause 4.3.1, and we are entitled to charge you a fee for any unsuccessful debiting and/or impose charges on you if we at our sole discretion allow the debit even if this results in an overdraft on the account (as applicable).

5. Collection, use, disclosure and processing of information

5.1 Information submitted by you: In addition and without prejudice to the consents given under the General Terms, any other Specific Terms and Other General Terms, you hereby give your consent to us (whether by ourselves or through our service providers) to collect, use, disclose and/or process personal data such as your name, NRIC, passport number or other identification number on file with us, (where you are a corporate) your company name or UEN and any other information in our records that relate to you or that you have provided in connection with the eGIRO Creation Requests, cancellation requests in respect of eGIRO Creation Requests (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) or otherwise submitted to us in connection with the use of and/or access to the Digital Banking Services and/or eGIRO Scheme, including to disclose to:

5.1.1 any person purporting to be you (and/or where applicable, your Approved Persons) upon our verification of his/her identity to our satisfaction in accordance with our prevailing procedure, for the Purpose;

5.1.2 ABS and the Operator for the Purpose; and

5.1.3 the relevant Participating BOs and the relevant Participating Banks which is the billing organisation bank for the relevant Participating BOs for the Purpose.

6. Compliance with guidelines and law

6.1 You agree to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the use and/or access of the Digital Banking Services and/or eGIRO Scheme (including any amendments to the aforementioned published from time to time), as well as any applicable laws or regulations. You hereby represent, undertake and warrant that you shall not use the eGIRO Scheme in connection with any transaction, operation or activity prohibited by applicable laws or regulations.

7. Approved Persons

- 7.1 This Clause 7 applies only where you are a corporate banking customer.
- 7.2 You acknowledge and confirm that your Approved Persons are severally empowered and authorised to give Electronic Instructions through the Digital Banking Services on your behalf when accessing and/or using the Digital Banking Services, and you agree that we may accept and act on any Electronic Instructions given by any of your Approved Persons in accordance with their mandate as having been duly given by you without further reference or notice to you or confirmation from you. Such Electronic Instructions, once issued to us, are irrevocable and binding on you.
- 7.3 Where we have assigned a Security Code to you and/or your Approved Persons, we are entitled to rely on any use of such Security Code by you and/or any of your Approved Persons as conclusive evidence against you and/or the relevant Authorised User(s) that such use is by or with the authority of you and/or such Approved Person(s) to whom such Security Code are assigned.
- 7.4 Whether actually authorised by, used and/or accessed by you or not, all use and/or access of the Digital Banking Services, and the issuance of any Electronic Instruction by any of your Approved Persons, shall be deemed your use and/or access and/or Electronic Instruction. All references to your use and/or access of the Digital Banking Services in these Terms shall be deemed to include your Approved Persons' use and/or access and shall apply to your Approved Persons as well.

8. Evidence/Records

- 8.1 You acknowledge and agree that the records of or maintained by us and ABS (through the Operator or otherwise) of: (i) the Electronic Instructions (whether authorised by you or not); (ii) the transactions or operations made or performed, processed or effected through the eGIRO Platform by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent; and (iii) any communications, transactions, instructions or operations relating to the operation of the eGIRO Platform and/or eGIRO Scheme, shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

9. General

- 9.1 You acknowledge that:
- 9.1.1 these Terms are solely between you and us (and no other party). Accordingly, you shall have no right or claim against ABS in respect of these Terms;
- 9.1.2 we and ABS are not involved in, and are not responsible for, any instructions, transactions or communications made between you and any Participating BO involving the access to and/or use of the Digital Banking Services, eGIRO Scheme, FAST and/or GIRO. Under no circumstances shall it be construed that we or ABS endorse or sponsor or are responsible or involved in the provision of any products obtained and/or purchased from or services rendered by any Participating BO or any relevant third party which shall be your responsibility or that of such Participating BO or relevant third party, and you acknowledge that such products / services are procured / used at your own risk and we shall not be liable where there is any dispute or claim relating to such products / services (including Participating BO's fulfilment thereof);
- 9.1.3 we and ABS neither endorse nor assume any responsibility in respect of the Participating BO Landing Pages, and the Participating BO Landing Pages should only be accessed at your own risk. You acknowledge and agree that you shall be solely responsible for any access to or use of the Participating BO Landing Pages, including complying with the relevant terms and conditions for the access to or use of such

Participating BO Landing Pages, and you acknowledge that such Participating BO Landing Pages are accessed / used at your own risk; and

- 9.1.4 the Digital Banking Services and eGIRO Scheme are provided on an “as is” and “as available” basis without warranty of any kind. The accessibility and operation of the Digital Banking Services, eGIRO Scheme, FAST and/or GIRO may rely on technologies outside our or ABS’ control.

9.2 Suspension / variation / termination of Digital Banking Services and eGIRO Scheme

- 9.2.1 You acknowledge and agree that ABS may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the eGIRO Scheme (including in connection with unplanned downtime or scheduled maintenance of the relevant systems) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the eGIRO Scheme prevents you from using or accessing the eGIRO Scheme and/or any part or feature thereof.

- 9.2.2 You acknowledge and agree that we may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Digital Banking Services (including in connection with unplanned downtime or scheduled maintenance) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the Digital Banking Services prevents you from using or accessing the Digital Banking Services and/or eGIRO Scheme and/or any part or feature thereof.

- 9.3 **eGIRO mark and name:** The mark and name “eGIRO” is exclusively owned by ABS and such mark or name cannot be used save as expressly authorised by ABS and in accordance with any directions given by ABS from time to time. Nothing in the eGIRO Scheme, Digital Banking Services and/or these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) the “eGIRO” mark and name, without the written permission of ABS. Without limiting the foregoing, you will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with “eGIRO”, without ABS’ prior written consent.

- 9.4 **Third party rights:** The provisions of the Contracts (Rights of Third Parties) Act 2001 of Singapore shall apply in respect of ABS which the Parties agree, has been conferred rights and benefits under the applicable terms and conditions of these Terms.

Last updated: 27 August 2024