

## **Terms and Conditions**

These Terms and Conditions of Maybank Kim Eng Securities Pte. Ltd. ("Maybank KES") shall govern the relationship between Maybank KES and the client (hereafter the "Client") in respect of the usage of Maybank KES Loyalty Programme, known as "Rewards Programme".

Unless specified herein, nothing herein shall detract from or modify in anyway the Maybank Kim Eng Securities Pte. Ltd. Terms and Conditions from time to time in effect, such terms and conditions remaining in full force and effect.

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THE REWARDS PROGRAMME WEBSITE, THE CLIENT AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. SHOULD THE CLIENT NOT ACCEPT ANY OF THESE TERMS OR CONDITIONS, THE CLIENT MUST IMMEDIATELY DISCONTINUE CLIENT'S ACCESS OF THIS WEBSITE AND/OR USE OF ITS ONLINE SERVICES.

## **DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out hereunder: "Client" means any client of Maybank KES with a valid KE Trade online trading account with Maybank KES.

"Maybank KES" means Maybank Kim Eng Securities Pte. Ltd.

"KE Trade" means the Maybank KES online trading platform ([www.ketrade.com.sg](http://www.ketrade.com.sg))

"Reward Points" means the points awarded under the Programme.

"Reward Items" means products, services and/or vouchers (provided and/or issued by third party merchants) that Customer is entitled to redeem with their Reward Points awarded under the Programme pursuant to these Terms and Conditions.

"Programme" means the Maybank Kim Eng Securities Loyalty Programme offered through Rewards Programme.

"Redemption" means any redemption of Reward Points by Client.

"SGX" refers to the Singapore Exchange Securities Trading Ltd.

Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.

By participating in Programme or through any other conduct construed as active participation in the Programme, Client shall be deemed to have read, understood, and accepted these Terms and Conditions.

Any Client resident in Singapore who maintains a KE Trade account with Maybank KES that is in good standing, as determined by Maybank KES in its sole discretion at the relevant time, may participate in the Programme on the terms and conditions set forth herein.

Client will forthwith be disqualified from participating in the Programme and all unused Reward Points then accrued shall automatically be cancelled if:-

(a) Client's account or relationship with Maybank KES is terminated, suspended or becomes delinquent at any time for any reason, whether by act or omission of Client, Maybank KES or SGX;

(b) Client becomes a bankrupt;

(c) Maybank KES deems Client to have abused the Programme in any manner whatsoever; or

(d) Client has committed fraud or misrepresentation.

Upon cancellation, Reward Points shall cease to be valid and shall not be transferable to any other Client.

Reward Points are awarded by Maybank KES in Maybank KES' sole and absolute discretion based on the amount of online commissions and fees due to Maybank KES from Client's dealings/transactions with Maybank KES.

Unless otherwise specified, where Client is participating in any other promotion, discount or voucher programme by Maybank KES for any transaction, such transaction shall not entitle Client to any Reward Points.

Without prejudice to any of the Terms and Conditions herein, Maybank KES reserves all rights to withhold, cancel or amend, any of the Reward Points awarded to Client for any reason whatsoever in its sole and absolute discretion.

Maybank KES shall not be liable for any delay or failure or inaccuracy on its part in awarding Client Reward Points.

Reward Points awarded during any calendar year shall expire on the 31st of March in the following calendar year. All Reward Points not redeemed by their expiry date shall be automatically cancelled. Maybank KES may from time to time at its sole and absolute discretion, change the period of validity of the Reward Points and/or their date of expiry without prior notice to Client. Reward Points are not redeemable for cash or credit and are not transferable. Clients whose Reward Points are cancelled or have expired in accordance with these Terms and Conditions shall not be entitled to any compensation.

Client may utilize Reward Points credited to his account for redemption of Reward Items by submitting a redemption request via Rewards Programme. The type, kind and value of each of the Reward Items that Customer is entitled to redeem and the corresponding Reward Points required for its redemption may be amended, modified or withdrawn from time to time by Maybank KES without notice to the Client in Maybank KES' sole and absolute discretion.

Upon receipt of the redemption request, Maybank KES shall send the Reward Items to the address of Client last known to Maybank KES by ordinary mail and Maybank KES shall not be liable or responsible for any loss, failure of delivery to, or failure to receive by, the Client of any Reward Item.

By submitting his request to redeem any Reward Item, the Client consents to Maybank KES disclosing Client's name, delivery address and contact information to the relevant third party merchants.

Reward Points belonging to other Clients may not be combined for the purposes of Reward Item redemption.

Redemptions by Client are irreversible and irrevocable.

Maybank KES makes no representation or warranty to Client as to any redeemed Reward Item that such Reward Item is free from defect, failure or interruption or is fit for Client's purposes or meets any

quality or standard and all such warranties and conditions (whether implied by statute or otherwise) are excluded under these Terms and Conditions to the fullest extent permitted by law. Client hereby acknowledges that Client has relied and relies solely on Client's own investigation and judgment in redeeming any Reward Item. Client shall be fully responsible for the redeemed Reward Items and their use and shall not hold Maybank KES liable for any loss or damages suffered by Client arising in connection with the Reward Items. Without prejudice to the generality of the foregoing, Maybank KES shall not be responsible or liable to any Client for any inconvenience, loss or damage or embarrassment incurred or suffered by Client as a consequence of any delay, inability, failure or refusal on the part of any merchant to honour or perform any of its obligations.

Maybank KES shall not be responsible for the content or accuracy of the promotional materials associated with a Reward Item whether or not such materials are distributed by Maybank KES on behalf of any merchant.

Maybank KES may at its sole discretion, without prior notice to Client, suspend or terminate the Programme (x) generally or (y) with respect to any Client, in which event all Reward Points or in the case of (y) the Reward Points of such Client shall be automatically cancelled.

Client shall keep Maybank KES fully indemnified against all and any losses, expenses, costs and damages suffered or incurred by Maybank KES arising from Client's breach of these Terms and Conditions.

Maybank KES may at any time vary, modify or amend these Terms and Conditions as it may, in its absolute discretion, deem fit, and Client shall be bound by such variations and amendments provided such amendments or a set of the revised terms are exhibited on the Rewards Programme website of ([www.ketrade.com.sg](http://www.ketrade.com.sg)) and/or publicised by Maybank KES through any media. Upon such exhibition or publication, Client shall be deemed to have notice of such amended Terms and Conditions. If Client does not accept any addition and/or variation to these Terms and Conditions, Client shall discontinue his participation in the Programme by giving Maybank KES written notice. If Customer continues to redeem Reward Items after such notification, Client shall be deemed to have agreed to the addition and/or variation without reservation.

Maybank KES' records of all matters relating to the Programme are conclusive and binding on Client. Maybank KES is entitled, for any reason and at any time, without liability or prior notice, to suspend the calculation or accrual of Reward Points, to rectify any errors in the calculation, or otherwise adjust such calculation. Maybank KES' decision on all matters relating to the Programme is final and binding on Client.

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Republic of Singapore. Clients hereby irrevocably submit themselves to the jurisdiction of the courts of the Republic of Singapore.