

Maybank 0% EzyPay Instalment Plan General Terms and Conditions

These are the general terms and conditions governing the use of any of your new and existing Visa/ MasterCard®/ American Express® Credit Card(s) ("Credit Card") issued by Malayan Banking Berhad (Co. No. 3813-K) or Maybank Islamic Berhad (Co. No. 787435-M) (collectively referred to as "Maybank") to make any purchase of goods or services under Maybank 0% EzyPay Instalment Plan ("Maybank EzyPay") which is binding on you.

1. DEFINITION

In this terms and conditions, unless there is something in the subject or context inconsistent with such expression or unless it is otherwise expressly provided:

- (a) The term "the Cardmember" shall mean the person to whom the Credit Card is issued and whose name is embossed on the Credit Card and whose signature appears thereon as an authorised user, and may include Supplementary Cardmember.
- (b) The term "Authorised EzyPay Merchant" shall mean any retail or other person, firm or corporation which pursuant to a merchant agreement agrees to accept or cause its outlets to accept Credit Card when properly presented.
- (c) The term "Credit Limit" shall mean the limit imposed by Maybank against the Cardmember for the use of the Credit Card.
- (d) The term "Sales Drafts" shall mean the relevant payment slips, Direct Debit Authorisation Form ("DDA"), forms or papers supplied by Maybank to the Authorised Merchant for the purpose of recording, confirming and evidencing purchases or services incurred by the Cardmember through the use of the Credit Card to be charged to the Credit Card Account.
- (e) The term "Purchase Amount" shall mean the full amount charged to the Cardmember's Maybank Credit Card for the purchase of the goods and/ or services from any participating Authorised EzyPay Merchant and such amount shall be payable to Maybank in a form of monthly instalment.
- (f) The term "Instalment Period" shall mean the period in which all purchases of goods and/or services purchase under Maybank EzyPay determined and charged to the Cardmember for payment of the Instalment.
- (g) The term "Monthly Instalment" shall mean the instalment amount payable to Maybank on a monthly basis during the Instalment Period.
- (h) The term "Due Date" shall mean twenty (20) days from the closing date of the monthly statement of account.
- (i) Words importing the singular include the plural and vice versa.
- (j) Words referring to the masculine also refer to the feminine and neuter gender.

2. ELIGIBILITY

- (a) The Maybank 0% EzyPay Instalment Plan ("Maybank EzyPay") is applicable to all new and existing Credit Cards Cardmembers of Maybank and/or Maybank Islamic Visa/ MasterCard/ American Express Credit Card(s) ("Maybank Cards") issued by Malayan Banking Berhad (Co. No. 3813-K) or Maybank Islamic Berhad (Co. No. 787435-M) (collectively referred to as "Maybank") subject to the availability of the Credit Limit at the time of purchases of goods and/or services from any participating Authorised EzyPay Merchant.
- (b) The following persons are NOT eligible to purchase under Maybank EzyPay:
 - i. Cardmembers whose available Credit Limit is less than the Purchase Amount; and
 - ii. Cardmembers whose Maybank Credit Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement

3. AUTHORIZED EZYPAY MERCHANTS

- (a) Refer to list of Authorized EzyPay Merchants updated on Maybank's website at www.maybank.com.my from time to time.

4. MANNER OF USE

- (a) Cardmember's signatory on the Sales Draft prepared by the Authorised EzyPay Merchant shall serve as proof of purchase and deem acceptance of the terms and conditions stated herein.
- (b) The Purchase Amount shall not be less than the minimum amount determined by Maybank which may vary by individual Authorized EzyPay Merchant.
- (c) Cardmember must choose the Instalment Period from a minimum of 3 months to a maximum of 36 month, which varies by individual Authorized EzyPay Merchant and subject to change from time to time.
- (d) Upon approval by Maybank, the Purchase Amount shall be considered as utilization of the Cardmember's available Credit Limit, which shall be reduced and restored gradually following the payment of each Monthly Instalment during the Instalment Period.
- (e) Monthly Instalment shall be computed as the Purchase Amount divided evenly by the chosen Instalment Period. If there is a remainder, the remainder shall be added onto the first or last Instalment amount.
- (f) The first Monthly Instalment shall be charged to the Cardmember's Credit Card account and reflected in the statement of account in the month following the Cardmember's Maybank EzyPay purchase followed by the subsequent Monthly Instalments on a monthly basis until the Purchase Amount is fully repaid.
- (g) The Cardmember of a 'zero interest/interest-free' monthly repayment plan ("Maybank EzyPay") may make (a) full payment of the monthly instalment ("Monthly Instalment") specified by the bank at the time the Instalment Payment Plan is entered into, which is usually at the point in time of purchase, or as indicated in his monthly credit card statement, or (b) a partial payment of the Monthly Instalment.
- (h) The Instalment Payment Plan is free from interest only if the Cardmember settles the Monthly Instalment in full.
- (i) In cases where the Cardmember opts to pay the minimum amount of five percent (5%) of the balance remaining unpaid under the Instalment Payment Plan ("Outstanding Balance") or

Ringgit Malaysia Fifty (RM50), whichever is higher, instead of the Monthly Instalment in full, the Cardmember will be liable for the interest charges on the Outstanding Balance.

- (j) Failure to comply with paragraphs (h) and (i) will result in the Cardmember being subject to interest on the Outstanding Balance in accordance with its terms.
- (k) The Malaysian Goods & Services Tax (GST) will be imposed on all fees and charges where applicable effective 1 April 2015 at the current prevailing rate.
- (l) Maybank reserves the right to decline/reject any Maybank EzyPay application at its sole discretion, including but not limited to Cardmembers whose Credit Card accounts are delinquent or suspended or Authorized EzyPay Merchants who are suspected to have been operated fraudulently and/or suspended/closed by Maybank without giving any reason thereof. Maybank shall be not liable or responsible in any manner for direct, indirect, special or consequential damages arising out of any such rejection.

5. EXCLUSION OF LIABILITY

- (a) Maybank shall not be responsible for and disclaims all liability to any actions, claims, damages, costs, charges, loss and expenses which the Cardmember may suffer, sustain or incur in relation to any purchase/charge under Maybank EzyPay.
- (b) The Cardmember shall resolve all disputes, breaches or differences on the quality, quantity and/or warranty of the goods or services with the Authorized EzyPay Merchant directly without recourse to Maybank. Notwithstanding the dispute between the Cardmember and the Authorized EzyPay Merchant, Cardmember shall continue to pay Monthly Instalments due per the statement of account until the Purchase Amount is fully paid.

6. TERMINATION AND ACCELERATION PAYMENT

- (a) In the event Credit Card account is cancelled or terminated (or notice of cancellation or termination of Credit Card account has been given) by the Cardmember or Maybank for any reason; Maybank reserve the right to charge aggregate of all remaining Monthly Instalments and/or other amount payable under Terms and Conditions herein to Cardmember's Credit Card account with immediate payment required.

Maybank

- (b) Maybank may at any time at its sole and absolute discretion terminate the Cardmember's Maybank EzyPay by giving a twenty one (21) calendar day's prior written notice to Cardmembers and the aggregate of all remaining Monthly Instalments shall be due and payable immediately.
- (c) Notwithstanding the above, Maybank may also exercise its right under Clause 7 (b) in the event of:
 - i. Credit Card account is delinquent due to default in any payment due and/or suspended by Maybank for any reason;
 - ii. Cardmember is in breach of any of the terms and conditions herein and/or Cardmember Agreement; and
 - iii. In the event of the Cardmember's death or a bankruptcy petition is presented against the Cardmember, or the Cardmember is unable to pay his/her debts.

Cardmember

- (d) The Cardmember may at any time terminate Maybank EzyPay by giving a twenty one (21) calendar day's prior written notice to Maybank and such termination notice shall be irrevocable.
- (e) Upon receipt of the termination notice by Maybank, the aggregate of all remaining Monthly Instalments shall be due and payable immediately.

7. GENERAL TERMS AND CONDITIONS

- (a) The Cardmember agrees that Maybank shall be at liberty and reserves the right to add, modify or delete the terms and conditions under this Agreement or arrangements (including the privileges made available by Maybank in connection with the Credit Card whether such privileges are set out herein or elsewhere) whenever Maybank deems fit at its sole and absolute discretion by giving twenty one (21) calendar days prior notice before the implementation via such mode as Maybank deems appropriate. If the Cardmember chooses to continue using Maybank EzyPay after any revision to these Terms and Conditions, the Cardmember shall be deemed to have accepted the revised Terms and Conditions accordingly. If the Cardmember does not agree to the revisions, the Cardmember shall terminate its subscription to Maybank EzyPay in writing in accordance with the terms herein and cease all use of Maybank EzyPay.
- (b) Maybank shall not be liable and responsible for any default of its obligation due to any force majeure event which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, or any event beyond the reasonable control of Maybank
- (c) The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Cardmember agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.