

Terms and Conditions for M2U Visa Direct

1. Definitions

In these Terms and Conditions, unless the context requires otherwise, references to "we", "us", "our" and "Bank" are to Malayan Banking Berhad and references to "you", "your" or "Customer" means the customer of the Bank using the fund transfer service of Visa Direct to an Overseas Visa Card Facility.

"Visa Direct to an Overseas Visa Card Facility" or "Facility" means the money transfer facility made available by the Bank to the Customer in accordance with these terms and conditions.

"Current Account" means any Maybank current account maintained by the Customer.

"Savings Account" means any Maybank savings account maintained by the Customer.

"Recipient Card" means all personal cards bearing the name VISA and/or service mark of VISA and issued by any bank or financial institution located overseas.

2. You may use the Facility to debit such sum from your Savings Account or Current Account and transfer the said sum to any Recipient Card.
3. You may transfer to a maximum of RM7,500.00 per transfer (or such amount as the Bank may determine) and the total amount allowable per day is RM7,500.00 (or such amount as the Bank may determine) subject to the total cumulative amount of RM50,000 per calendar month or eight (8) transactions per calendar month whichever is earlier.
4. You agree that the Bank shall be entitled to charge such fees as may be determined by the Bank for the provision of the Facility to you. The Bank shall debit your savings or current account as the case may be for the charges incurred and in event of any change in such charges and/or fees, the Bank shall provide twenty one (21) days prior notice to you. Furthermore, the applicable service fee will also be made known to you at the point you perform your transaction.
5. The Bank and/or VISA International Service Association shall effect the transfer of such sum to the Recipient Card in accordance with the information and/or instructions provided by you, in the currency of the Recipient Card converted from the Malaysian currency at such prevailing exchange rate on such date as the Bank or VISA International Service Association may determine at its discretion.
6. You shall ensure that all information and/or instructions provided by you to the Bank for the purposes of effecting any transfer under the Facility is complete, true and accurate. You further agree to provide such further information that the Bank may require for the purpose of effecting any transfer.
7. Whilst the Bank will in its best endeavour conduct the necessary verification on any instructions and/or information received, the Bank may act upon, rely on or hold you solely

responsible and liable for all instructions transmitted to the Bank (whether actually provided by you or not) and the Bank shall not be liable for any unauthorized transactions. You agree that the Bank may treat the information and/or instructions received as valid notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such information and/or instructions and you shall fully indemnify the Bank for any losses or damages or cost (including legal costs on a full indemnity basis) arising from the Bank relying on such instructions and /or information.

8. Whilst the Bank endeavours to effect the transfer on receipt of your instructions, you agree that the instructions may not be processed immediately due to:
 - a. instructions being inaccurate, inadequate or incomplete in any way; or
 - b. a failure, refusal, delay or error by any third party through whom any such instruction is transacted.

9. Where the Bank chooses to act on an instruction, the Bank acts on a commercially reasonable effort basis and is not responsible for any acts and omissions while acting in a reasonable manner in complying with/acting upon the instructions.

10. You acknowledge and agree that the Bank may:
 - a. without stating reasons, require that you identify yourself by alternative means;
 - b. require any instruction to be confirmed through alternative means (including but not limited to writing in person at a branch, by facsimile or by phone);
 - c. reject any instruction for a funds transfer under the Facility without assigning any reason;
 - d. decline to act on the instruction in order to verify the authenticity of the instruction;
 - e. decline to act on the instruction where the instruction:
 - i) is ambiguous, incomplete or inconsistent with your other instructions, information and/or data; or
 - ii) may have lapsed or is rendered invalid by the Bank and/or VISA International Service Association (or such other relevant party); or
 - iii) would cause you to exceed your applicable transaction or account limit; or
 - iv) would result in any insufficiency of funds in your Savings Account or Current Account, without incurring any liability for loss, cost or expense.

11. The Bank shall not be liable to you in any way for any losses, costs, claims, expenses or damages incurred by you in connection with the Facility unless it is solely attributable to the Bank including but not limited to 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, court order, law, levy, tax or exchange restrictions.

13. The Bank may:
 - a. withdraw the Facility entirely;
 - b. terminate the Facility upon the earlier termination of
 - (i) the Savings Account and Current Account;
 - (ii) the Recipient Card, without notice and without incurring any liability or responsibility whatsoever by reason of such withdrawal or termination.



14. You may terminate the Facility at any time by giving us 30 business days' prior written or verbal notification.
15. The Bank may by providing twenty one (21) days' prior notice via Maybank2U vary these Terms and Conditions and such variation to take effect on the date specified by us. If you use the Facility after such date you are deemed to have accepted such variation.
16. You authorise or consent to the Bank, its agents and other persons (who by reason of their scope of work, capacity or office have access to your account and/or personal details) disclosing any information relating to you and any particulars of your account(s) for the purpose of processing the transaction and all other purposes necessary and required in relation to the Facility requested by You herein to any person or organization participating in the provision of electronic services or such services in connection with the Facility:
 - a. the police or any public officer purporting to conduct an investigation;
 - b. credit or charge card companies;
 - c. the VISA International Service Association and such other VISA entity;
 - d. any other bank, financial institution or credit agency for the purposes of verifying the information provided by you;
 - e. any person or organization for the purposes of investigating any complaint or dealing with any query relating to provision of the Facility;
 - f. any person or organization in compliance with an order, notice or request of any government agency or authority or court of law;
 - g. any person or organization for the purpose of collecting and recovering for and on the Bank's behalf any sums of money owing to us from you;
 - h. any related corporation of the Bank for Risk Management Purposes for monitoring credit exposures across the Maybank Group or the credit exposure of any Maybank Group company to you and for cross-selling purposes within the Maybank Group. "Maybank Group" means any subsidiary of the Bank, the Bank's holding company and any subsidiary of that holding company. "Risk Management Purposes" includes any conflict clearance exercise;
 - i. any subsidiary and/or any related company or associated company of the Bank, in any jurisdiction;
 - j. any Recipient Cards main or supplementary cardholder;
 - k. any potential assignee or transferee of the Bank's interest herein; and
 - l. any person or organization where the Bank in good faith deems it reasonable to make such disclosure
17. These Terms and Conditions governing the use of the Facility are additional to the Terms and Conditions Governing Electronic Services, Terms and Conditions Governing Accounts and such other terms and conditions intended or expressed to govern the use of the Facility.
18. These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia and you irrevocably submit to the exclusive jurisdiction of the Malaysian Courts.
19. Queries and Complaints



Maybank

- a)** In the event that you have any queries and/or complaints arising from your transaction, relating to the Terms and Conditions herein or use of the Facility, you may refer the matter to Maybank Group Customer Care at 1-300-88-6688 or 603-7844 3696 (if you are overseas), submit via maybank2u website or in writing to the Bank at the following address:

Malayan Banking Berhad
Internet Banking, Maybank2u Business
Virtual Banking
Lot 12, Jalan Astaka U8/84
Section U8, Bukit Jelutong
40150 Shah Alam, Selangor

- b)** Maybank shall use its reasonable endeavours to respond to the queries and resolve any problems or issues as may be raised by you;
- c)** You shall specify the nature of your query, complaint and/or dispute and such other details or information as may be required by Maybank and such complaint and/or dispute shall be handled and/or resolved in accordance with Maybank's internal complaints and dispute resolution procedure.