

This Terms & Condition will be effective from 11th January 2016

Terms and Condition for Maybank Autocredit System (MAS) and Payee Download Portal (PDP)

1. Title

Title and ownership of the Maybank Autocredit System and Payee Download Portal (hereinafter known as 'MAS PDP') or any related patent, trademark or copyright are the exclusive property of Maybank. The user shall only acquire the right to use the MAS PDP program(s) (hereinafter referred to as "Programme") in accordance with these terms and conditions.

2. Proprietary Information and Confidentiality

- a) The Programme represents Maybank's proprietary information and trade secrets whether or not any portion thereof is or may be copyrighted formally or patented. The 'MAS PDP' or any derivation thereof shall not be copied by you as the user (herein referred to as 'the User' or "you") or any other party for any purpose without the express written consent of Maybank; and
- b) Any designation and mark placed by Maybank on the Programme shall not be removed or altered by the User or any other party. The User shall hold the Programme and other materials if any, in confidence as valuable assets and trade secrets of Maybank.

3. Restricted Use

The Programme shall be used exclusively by the User. The User shall not allow other party to use or have access to the Programme, whether direct or indirectly. In the event that the Programme has been breached, compromised or otherwise accessed by an unauthorised third party for any reason, the User shall forthwith and without delay notify Maybank and provide all relevant information as may be required by Maybank in accordance with Clause 11.

4. Indemnity for Machine Readable Input

You agree that in consideration of our acceptance of your payments data prepared by your company/firm for direct input into our computer or system (herein called "the Acceptance") in connection with salary payments, you undertake to accept full responsibility for any error or omission resulting from the Acceptance and to hold Maybank harmless and fully indemnified against all action proceedings, claims and demands whatsoever which may hereafter be brought against Maybank arising out of or in connection with:

- a) the Acceptance by Maybank;
- b) your breach of the terms and conditions herein;
- c) your fraudulent acts;
- d) your failure to take reasonable steps to keep the Programme and/or the access thereto secure at all times;
- e) your failure to report a breach, disclosure or compromise of the Programme and/or the access thereto as soon as reasonably practicable upon being aware of the breach or loss;
- f) Maybank discharging a mandate provided by you;
- g) Maybank enforcing of its rights against you; and
- h) Maybank complying with any Court judgment or any Court Order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any Court actions or Court proceedings or from any other proceedings, actions or claims other than that of a Court and which are applicable to or directed to or in any way related to you; :

and from all costs and expenses of whatsoever kind in connection therewith.

The liability and indemnity above however shall not apply in relation to:

- a) all matters arising out of or in connection with wilful misconduct and/or gross negligence on our part including our servant, employee and agent;
- b) the technical breakdown or proven deficiency in the systems and equipment under the full control of Maybank;

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- c) a proven weakness or vulnerability in the security features and controls adopted by Maybank; and
- d) any other matters as expressly stipulated under applicable laws and regulation.

5. Limitation of Liability

Unless expressly stipulated otherwise herein or under any other laws or regulations, Maybank shall be under no liability whatsoever to the User or any other party for any loss including time, costs or goodwill arising from the use or operation or modification of the Programme by the User.

6. PDPA Clause

Disclosure of Customer Information and Personal Data under the Financial Services Act 2013 ("FSA") and the Personal Data Protection Act 2010 ("PDPA")

Subject to the User's express instruction restricting disclosure (if any) for the purposes of marketing activities, the User consents and authorizes Maybank to collect, process, maintain, store, retain as well as disclose and/or transfer the User's personal data to other entities within the Maybank Group including its branches in Malaysia and in other countries as well as local and overseas subsidiaries and other external authorised agents as listed below.

The User consents and agree to Maybank conducting credit checks and verification of information given by the User in the course of its subscription and use of the M2u Biz services, access and/or use of the Programme with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. The User also consents to Maybank's disclosure of the User's financial condition, details of accounts, account relationship with Maybank including credit balances to:-

- a) government or regulatory authorities in Malaysia and elsewhere, including Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad;
- b) companies which are related to Maybank by virtue of Section 6 of the Companies Act 1965, or any associated company of Maybank or of its parent company (Maybank together with its related/associated companies are collectively referred to as "Maybank Group");
- c) party(ies) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents) to Maybank;
- d) Maybank's agents, consultants and professional advisers;
- e) Maybank's or any of the Maybank Group's assignees;
- f) the police or any investigating officer conducting any investigation; and
- g) any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request.

Maybank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to the User collected, compiled, or obtained by Maybank through or by whatever means and methods for such purposes as determined by Maybank.

7. GST

Any fees and charges payable by the User are exclusive of all taxes including any goods and services tax, levies and duties (collectively "Taxes") and unless inconsistent with the requirements of any laws or regulations, all such Taxes (if any) shall be payable by the Customers/the User.

8. Termination

In the event that there is any breach of any of the terms and conditions herein contained on the part of the User, it shall be lawful for Maybank by notice in writing to terminate this agreement and thereupon the same shall be terminated without prejudice to the remedies of Maybank, in law or otherwise, in respect of antecedent breach committed by the User.

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9. Governing Law

The agreement herein is subject to the laws of Malaysia.

10. Administrator

The User shall appoint an “Administrator” who shall be responsible for the following matters in relation to ‘MAS PDP’:

- a. The operation of ‘MAS PDP’ which includes creation and maintenance of ‘USER IDs’ and ‘Passwords’ for the purposes of preparing transmitting and receiving the Company’s payment files and reports for and on behalf of the Company.
- b. The operation of all company account(s) linked to ‘MAS PDP’ for and on behalf of the company.

11. Enquiries/Complaints/Communication

Should you have any queries, concerns or complaints in relation to the Maybank2u Biz Services, MAS PDP and/or the terms and conditions herein including but not limited to providing notification under Clause 3), you hereby agree to contact Maybank at the following contact points:

Designation : Maybank Group Customer Care

Telephone : 1-300-88-6688

E-mail : mgcc@maybank.com.my

You agree to specify the nature of your query, complaint and/or dispute and such other details or information as may be required by Maybank and you acknowledge that such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with Maybank’s complaints and dispute resolution procedure.

You hereby undertake that any complaints and claims made by you shall be true and legitimate and you acknowledge that you will be liable to Maybank in relation to false or fraudulent complaints or claims.

12. Change in Customer’s Details

In the event that there are any changes to your contact details or any other details pertaining to you or your use of the Maybank2u Biz Service and/or the Programme, you shall notify Maybank immediately.

You acknowledge that Maybank shall not be liable for and shall indemnify Maybank for any loss or damage that may arise due to your failure or delay to keep Maybank updated as to any changes to your contact details and/or any other details pertaining to you or your use of the Maybank2u Biz Service and/or the Programme.

These Terms and Conditions shall be supplemental to the existing Terms and Conditions governing Banking Account and the Maybank2u Online Banking Terms and Conditions to the extent applicable.