

Terms & Conditions

YOU HAVE CHOSEN TO ACTIVATE YOUR ACCESS TO MAYBANK'S WEALTH MOBILE APPLICATION SERVICES. PLEASE TAKE A MOMENT TO READ THESE TERMS AND CONDITIONS CAREFULLY. TO PROCEED, CLICK ON THE "AGREE AND CONTINUE" BUTTON TO INDICATE THAT YOU HAVE READ AND THAT YOU AGREE TO THE TERMS AND CONDITIONS OF ACCESS AND THE TERMS AND CONDITIONS OF MAYBANK'S WEALTH MOBILE APPLICATION SERVICES HEREIN. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS OF THE MAYBANK'S WEALTH MOBILE APPLICATION SERVICES, WHETHER VIA INTERNET, MOBILE AND/OR ANY OTHER ELECTRONIC MEDIUM AS MAY BE MADE AVAILABLE BY MALAYAN BANKING BERHAD AND ITS SUBSIDIARIES FROM TIME TO TIME.

TERMS & CONDITIONS OF ACCESS AND USE OF MAYBANK'S WEALTH MOBILE APPLICATION SERVICES (effective date 1 August 2016)

THE FOLLOWING TERMS AND CONDITIONS ("TERMS AND CONDITIONS OF ACCESS") APPLY TO YOUR ACCESS TO AND USE OF THE MAYBANK'S WEALTH MOBILE APPLICATION (RESPECTIVELY AND COLLECTIVELY REFERRED TO AS "MAYBANK WEALTH", AS THE CASE MAY BE) AND ALL INFORMATION, PRODUCTS AND SERVICES PROVIDED VIA MAYBANK WEALTH.

BY ACCESSING MAYBANK WEALTH OR ANY PAGE OR PART THEREOF, WHETHER VIA THE INTERNET, MOBILE AND/OR ANY OTHER AVAILABLE ELECTRONIC MEDIUM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF ACCESS WITHOUT LIMITATION OR QUALIFICATION.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF ACCESS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO MAYBANK WEALTH MOBILE APPLICATION.

General

The term "Maybank" as used in these Terms and Conditions of Access refers to Malayan Banking Berhad. The term "the Maybank Group" refers to Malayan Banking Berhad and its subsidiaries, either individually and/or collectively as the context requires.

All products and services of the Maybank Group and its partners herein provided are subject to the applicable terms and conditions governing their use. In the event of conflict between these Terms and Conditions of Access and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter will prevail.

These Terms and Conditions of Access may be changed from time to time with twenty one (21) days prior notice via such mode as the Maybank deems appropriate. Your continued access to Maybank Wealth, whether via the internet, mobile or any other available mode or medium, subsequent to any such change will be deemed as your acceptance to those changes.

Disclaimer

The materials and information made available via MAYBANK WEALTH including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by the Maybank Group on an "as is" and "as available" basis. References to material and information contained on MAYBANK WEALTH include such material and information provided by third parties.

The Maybank Group does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, currentness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of MAYBANK WEALTH and the material, information and/or functions therein. Further, the Maybank Group does not warrant that access to the whole or part(s) of MAYBANK WEALTH, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. Except as otherwise expressly stated in these Terms and Conditions of Access and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), the Maybank Group expressly disclaims liability for errors and omissions in such materials, information and/or functions as well as delays, failure or error of access and/or

transmission. Without limiting the above and/or the terms and conditions of the applicable agreements governing all the products and services of the Maybank Group, reasonable measures will nevertheless be taken by the Maybank Group to ensure the accuracy and validity of all information relating to transactions and products of the Maybank Group which originate exclusively from the Maybank Group.

The materials, information and functions provided shall not under any circumstances be considered or construed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

You shall be responsible to evaluate the quality, adequacy, completeness, currentness and usefulness of all services, content, advice, opinions and other information obtained or accessible through MAYBANK WEALTH. Further you should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.

Links

Links from or to websites outside MAYBANK WEALTH are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of the Maybank Group. Therefore the Maybank Group shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services. Furthermore, the links provided in MAYBANK WEALTH shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site at your own risk and it advisable for you to read the privacy policy statements (if any) of any websites which are linked to MAYBANK WEALTH.

Copyright

Unless otherwise indicated, the copyright and its contents, including but not limited to the text, images, graphics, sound files, animation files, video files, and their arrangement, are the property of the Maybank Group, and are protected by applicable Malaysian and international copyright laws. No part or parts of it may be modified, copied,

distributed, retransmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of the Maybank Group.

You also may not, without the Maybank Group's expressed prior written consent, insert a link to MAYBANK WEALTH or on any other website, frame or "mirror" any material contained in MAYBANK WEALTH on any other server.

Any such unauthorized reproduction, retransmission or other copying or modification of any of the contents of MAYBANK WEALTH may be in breach of statutory or common law rights which could be the subject of legal action.

The Maybank Group disclaims all liability which may arise from any unauthorised reproduction or use of the contents of MAYBANK WEALTH.

Trademarks

All trademarks, service marks, and logos displayed on MAYBANK WEALTH are the property of the Maybank Group and/or their respective third party proprietors as may be identified on MAYBANK WEALTH.

Unless the prior written consent of the Maybank Group or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on MAYBANK WEALTH has been obtained, no license or right is granted to any party accessing MAYBANK WEALTH to use, download, reproduce, copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of the Maybank Group or the relevant proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to MAYBANK WEALTH or any other site.

Exclusions

Except as otherwise expressly stated in these Terms and Conditions of Access and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), the

Maybank Group and/or its partners shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages arising in connection with your access or use or the inability to access or use MAYBANK WEALTH (or any third party link to or from MAYBANK WEALTH), reliance on the information contained in MAYBANK WEALTH, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

Liability & Indemnity

You hereby irrevocably agree to be liable for and to indemnify and keep indemnified the Maybank Group from all liabilities, claims, losses and expenses, including any legal fees (on a solicitor client basis) that may be incurred by the Maybank Group in connection with or arising from:-

- (1) your use or misuse of MAYBANK WEALTH and the information, products and services provided herein;
- (2) your breach of these Terms and Conditions of Access howsoever occasioned;
- (3) any intellectual property right or proprietary right infringement claim made by a third party against the Maybank Group in connection with your use of MAYBANK WEALTH; or
- (4) your fraudulent acts.

Your liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:

- (a) a technical breakdown or proven deficiency in the systems and equipment under the full control of Maybank Group; or
- (b) a proven weakness or vulnerability in the security features and controls adopted by the Maybank Group.

Miscellaneous

If any provisions in this Terms and Condition of Access are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions of Access. The remaining provisions shall not be affected.

Any waiver or indulgence granted shall not prevent Maybank from enforcing the other parts of the Terms and Conditions of Access which are unaffected by such waiver or indulgence, or other rights or require Maybank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions and Access.

Any rights not expressly granted herein are reserved.

Law and Jurisdiction

These Terms and Conditions of Access are governed by and are to be construed in accordance with the laws of Malaysia. By accessing MAYBANK WEALTH and/or using the information, products and/or services provided herein by the Maybank Group, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to your access and use of MAYBANK WEALTH.

The Maybank Group makes no representation that the materials, information, functions and/or services provided on MAYBANK WEALTH are appropriate or available for use in jurisdictions other than Malaysia.

1. Mobile Banking Application

1.1 You acknowledge that your download and use of the Application on your Mobile Device shall be on a non-exclusive and non-transferable basis and is subject always to your agreement to the following additional conditions:

(a) You shall not use the Application for any purpose other than to access your own Account(s) via the Mobile Banking Service on your own Mobile Device;



- (b) You shall not download or install the Application into a Mobile Device which you do not own or have exclusive control;
- (c) You shall not permit or enable any person to access the Application, or leave your Mobile Device unattended in such a manner as to enable a person to access the Application;
- (d) You shall not reproduce, modify or reverse engineer the Application or permit another person to do so;
- (e) The Application is made available to you strictly on an "as is" basis, and to the extent as permitted under law and/or regulation, no warranty is made in relation to the Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, you agree that the Bank cannot ensure that the Application will be compatible or may be used in conjunction with any mobile device, and you agree that unless inconsistent with the other expressed provisions herein, you shall not hold the Bank liable for any such incompatibility or for any loss or damage to any mobile device which may be caused by the Application or the installation process.
- (f) Device compatibility. The Application currently only works on certain compatible smartphones and other devices as determined by the Bank. The Bank may change the version of the operating system that works with the Application at any time. Some features may not be available on all platforms or operating systems. Detailed information on features, platforms and operating systems is available in the Bank's website.
- (g) Application Stores. You shall download the Application from the authorized Apple App Store, Google Play or other application stores that is approved by the Bank.
- (h) Updates to the Application may be issued by the Bank from time to time via the Apple App Store, Google Play or other application stores. Depending on the update, you may not be able to use the Application until you have downloaded the latest version of the Application and accepted any new terms.
- (i) Security. You shall not install or use the Application on a jail-broken or rooted device. Unauthorised modifications to any mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. The Bank strongly cautions against installing the Application in any hacked mobile devices. The Bank shall not be liable for any losses that is suffered or for any

costs that you might incur due to damage or corrupted or failure of device, hardware or software that you use in connection with the Application.

2. Mobile Information

2.1 Certain function (such as uploading content to the Application) shall require access to information on your Mobile Device(s) to work. By using such function, you permit the Application to access your Mobile Device(s) and information.

2.2 The Bank may use cookies and similar technologies (herein referred to as “cookies”), to perform authentication when you use the Mobile Banking Service and to improve your experience on the Application. By using the Application, you accept the use of cookies by the Bank. The Bank may use these cookies to collect information about your use of the Application. This information helps the Bank to improve the Application’s performance and to develop and tailor the Bank’s products and services for you and other users.

2.3 Use of location data. Certain services of the Application, require data of your location, which data will be sent from your Mobile Device. You can turn off this functionality at any time by turning off the location services settings for the Application on your Mobile Device. If you use these services, you shall be deemed to give consent to the Bank and the Bank’s partners’ and licensees’ transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based services. You may withdraw this consent at any time by turning off the location services settings on your Mobile Device or on the Application (for other mobile devices).

3. Authorization

3.1 You hereby authorize the Bank to comply with all Instruction(s) given in respect of the MAYBANK WEALTH accessed using your Username and Password as Instruction(s) properly authorized by you even if they may conflict with any other mandate given at any time concerning your Accounts or affairs.

3.2 You agree that such Instruction(s) shall be binding on yourself upon its transmission to the Bank and the Instructions cannot be changed or withdrawn without the Bank's consent and that the Bank is not further obliged to check the authenticity of such Instruction(s).

4. Service Availability

4.1 The MAYBANK WEALTH Mobile Application Services and its available channel(s) are intended to be available 7 days a week, 24 hours a day. You acknowledge however that there may be occasional downtime where the Bank carries out maintenance over its systems and equipment. The Bank will use reasonable efforts to inform you of any or all products and/or services under the MAYBANK WEALTH Mobile Application Services which are not available from time to time.

5. Confidentiality

5.1 You accept that you will be responsible for the confidentiality and use of your Access Codes and that you shall at no time and under no circumstances share, disclose or reveal your Access Codes to anyone including the staff of the Bank.

5.2 You undertake to observe all security measures prescribed by the Bank concerning your Access Codes or generally in respect of the use of the MAYBANK WEALTH Services.

5.3 Should you have any reason to believe that any of your Access Codes and/or where applicable, Mobile Device(s), have been misused and/or compromised by disclosure, discovery or howsoever, you must inform the Bank immediately.

5.4 Should you receive any data and information through the MAYBANK WEALTH Services which is not intended for you, you agree that all such data or information shall be deleted from your computer system/Mobile Device or other relevant devices immediately and that you will officially notify the Bank by any means forthwith without delay.

6. Disclosure of Customer's Information

6.1 The Bank and each of its Affiliates agree not to disclose to third parties any financial information you have provided or that the Bank and/or its Affiliates have obtained about Account(s) and the transactions thereunder unless it is:

6.1.1 to comply with laws and regulations or appropriate government agency or court orders or requests;

6.1.2 to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;

6.1.3 when it is necessary to complete a transaction;

6.1.4 to provide services relating to your Account or if consented to by you to offer other products and services and to such service providers relating thereto (if any);

6.1.5 in connection with examination by banking authorities;

6.1.6 with your written permission;

6.1.7 to other entities within the Maybank Group.

6.2 You understand that while the Bank will use its best endeavours to ensure that all information transmitted or received using the MAYBANK WEALTH Services is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted or received by you using the MAYBANK WEALTH Services.

7. Proprietary and Intellectual Property Rights

7.1 You acknowledge that all proprietary rights and intellectual property rights in the MAYBANK WEALTH Mobile Application Services belongs to the Bank or, where applicable, its Affiliates at all times.

7.2 Other than information related to your Account(s), all content available on the MAYBANK WEALTH Mobile Application Services (including its arrangement) is the property of the Bank or the relevant third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. Your usage of the

MAYBANK WEALTH Mobile Application Services does not grant you a license or right to use any MAYBANK WEALTH trademark without the express written approval of the Bank. In addition, your usage of the MAYBANK WEALTH Mobile Application Services does not grant you a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

8. Suspension or Termination of Services

8.1 Notwithstanding anything herein to the contrary, the Bank may at any time, suspend or terminate your right of access to the MAYBANK WEALTH Mobile Application Services or any part thereof or of any medium it is made available under, for the breach or potential breach of any terms herein, laws and/or regulations and/or to ensure or maintain the security of the MAYBANK WEALTH Mobile Application Services and its users where the Bank deems appropriate.

8.2 The Bank will automatically terminate your right of access to the MAYBANK WEALTH Mobile Application Services or to any medium it is made available under (as applicable), should you cease to maintain any Account(s) with the Bank which can be accessed via the MAYBANK WEALTH Mobile Application Services or the applicable medium or should your access to such Account(s) be restricted by the Bank or any other party for the breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of the MAYBANK WEALTH Mobile Application Services and its users where the Bank deems appropriate.

8.3 You acknowledge that termination will not affect your liability or obligations in respect of Instructions provided to and/or processed by the Bank on your behalf.

9. Indemnity

9.1 You hereby agree to be liable for and to indemnify and keep the Bank indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of:

- 9.1.1 your breach or violation of these Terms and Conditions or any third party rights;
 - 9.1.2 your use or purported use of the MAYBANK WEALTH Mobile Application Services;
 - 9.1.3 your fraudulent acts;
 - 9.1.4 your disclosure of Access Codes to any other person or in any emails or on other websites
 - 9.1.5 your failure to take reasonable steps to keep the Access Codes private and/or secure at all times; or
 - 9.1.6 your failure to report a breach, disclosure or compromise of the Access Codes as soon as reasonably practicable upon being aware of the breach or loss respectively.
- 9.2 Your liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:
- 9.2.1 Maybank Group's failure to notify you of your obligations to ensure the confidentiality and security of your Security Details, as well as of your obligation to immediately inform Maybank Group in the event a breach, disclosure or compromise of the same;
 - 9.2.3 a technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
 - 9.2.4 a proven weakness or vulnerability in the security features and controls adopted by the Bank;

10. Notices

- 10.1 You hereby consent to all notices and other communications which concern the MAYBANK WEALTH Mobile Application Services or are required under these Terms and Conditions or may be given by the Bank in any one of the following manners:
- 10.1.1 By ordinary post to your last address in the Bank's records and such notification shall be deemed received two (2) days after posting.
 - 10.1.2 By electronic mail to your last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending.

10.1.3 By being displayed on the Bank's premises and such notification shall be deemed effective upon such display.

10.1.4 By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.

10.1.5 By inserting a notice in the Bank's Statement of Account to you and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the Statement of Account to you.

10.1.6 Broadcasting a message on the MAYBANK WEALTH Mobile Banking Application.

10.1.7 By notification to you in any other manner as the Bank deems fit.

10.2 All notices to the Bank concerning the MAYBANK WEALTH Mobile Application Services and these Terms and Conditions shall be in writing, signed by you and sent to the Bank at the following address or in such other way as the Bank may notify you from time to time:

Malayan Banking Berhad
Service Fulfilment Unit
Virtual Banking & Payment
Maybank Group Customer Care
Lot 12 Jalan Astaka U8/84
Seksyen U8, Bukit Jelutong
40150 Shah Alam
Selangor Darul Ehsan

Telephone no.: 1-300-80-5555

Overseas telephone no.: +603-7949 0606

Email address: mgcc@maybank.com.my

11. Force Majeure

11.1 The Bank shall not be liable to me/us or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if the Bank is unable to perform any of its obligations hereunder or to provide any of the services due to Force Majeure.

12. Severability and Waiver

12.1 If any Terms and Condition are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.

12.2 Any waiver or indulgence granted shall not prevent the Bank from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or other rights or require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

13. Variations

13.1 You acknowledge that among others to ensure the smooth and efficient provision of the MAYBANK WEALTH Mobile Application Services and/or to improve the MAYBANK WEALTH Mobile Application Services, the Bank shall have the right and discretion to make such amendments and modifications as it deems necessary to:

13.1.1 the procedures and processes applicable to the MAYBANK WEALTH Mobile Application Services (i.e. procedure for registration of the MAYBANK WEALTH Mobile Application Services, acceptance of the Terms and Conditions, etc.); and

13.1.2 the trade or service names used in relation to the MAYBANK WEALTH Mobile Application Services as referred to in these Terms and Conditions. Notwithstanding the same, you hereby agree that pending actual changes being effected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to the MAYBANK WEALTH Mobile Application Services whereby the amended or modified procedures and processes and/or new trade or services names shall be deemed to replace the previous procedures and processes and/or new trade or services names, accordingly.



14. Dispute and Enquiries

14.1 If you have any enquiries or require any assistance, please refer to our helpdesk at 1-300-80-5555 or +603-7949 0606 (if you are overseas). In addition, you are advised to review our Privacy Policy, Security Statement and Client Charter in this website.

14.2 You shall specify the nature of your query, complaint and/or dispute and such other details or information as may be required by the Bank and such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with the Bank's complaints and dispute resolution procedure.

14.3 You undertake that any such complaints and/or disputes made by you are true and legitimate and you acknowledge that you will be liable to the Bank in relation to false or fraudulent complaints or claims.

15. Law and Jurisdiction

15.1 These Terms and Conditions will be governed by the Laws of Malaysia and you hereby consent and submit to the exclusive jurisdiction and venue of the courts in Malaysia in all disputes arising out of or relating to the use of the MAYBANK WEALTH Service.