

TERMS & CONDITIONS OF MAYBANK QRPAY - FOR BUYERS/SENDERS

Please read this Terms and Conditions carefully as they apply and regulate your use of Maybank QRPay Service ("QRPay"). It is important that you read and understand the Terms and Conditions carefully as it highlights your responsibilities, the operations and possible risks in using QRPay.

By agreeing, accessing or utilizing Maybank QRPay or any page or part thereof, whether via the mobile and/or any other available electronic medium, you agree to be bound by these Terms and Conditions.

QR Pay is provided as part of Maybank's Maybank2u mobile application ("Application") service, and shall be read in conjunction with the Terms and Conditions of Access, Maybank2u Online Banking Services, Banking Account (Conventional or Islamic, as the case may be) and any other applicable Banking Services terms and conditions of the Maybank Group without limitation or qualification.

From time to time, we may need to revise these Terms and Conditions, in which case we will, subject to giving twenty one (21) days prior notice communicate the revision via such mode as Maybank deems appropriate. Your continued use of QRPay subsequent to any such revision will be deemed as acceptance of those changes.

If you choose **NOT** to accept these terms and conditions or any of its revisions, please do not proceed and immediately discontinue your access and/or use of Maybank QRPay.

1. The following definitions apply unless otherwise stated:-

"Access Codes" refers to Username, Password and/or PIN and/or such other confidential authentication information that is required to access and/or use Maybank QRPay, whether in the form of words, codes, numbers, sets of characters or biological input or such other form or combination thereof, as may be prescribed by the Bank from time to time.

"Account" refers to Buyer's Maybank savings and/or current account.

"Buyer/Sender" or **"you"** refers to a customer of Maybank who (i) makes QR Payment to a Seller for purchase of goods and/or services or (ii) performs a Peer-to-Peer Transfer, via the Maybank QRPay

"Biometric Authentication" ("Biometric") refers to a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes but not limited to Fingerprint scanning (known as Quick Touch), Face ID and Voice ID.

"Cashier" refers to the person who is given authority by a Seller to generate QR Codes and receive QR Payments from the Buyer on behalf of the Seller. Payments received via QRPay will go into the Seller's account.

"Maybank" refers to Malayan Banking Berhad and/or Maybank Islamic Berhad and includes its successors in title and assigns.

"Maybank QRPay" is a service which allows Buyer/Sender to make payments to a Seller for goods and services and/or to perform a transfer to a Beneficiary using a unique two-dimensional quick-response (QR) code generated by the Seller/Beneficiary. This service is available on Buyer's/Sender's Maybank2u mobile application.

"Mobile Device(s)" refers to the mobile phone or such other communication device which is used to access Maybank QRPay and/or Maybank2u mobile application.

“Network Service Provider” refers to any internet service provider providing connection to the internet.

“Password” refers to the password for access to Maybank2u Online Banking and Maybank2u mobile application services.

“Peer-to-Peer Transfer” refers to the electronic money transfer made by M2U Mobile App users using the Maybank QRPay.

“QR Codes” refers to Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that contains information about an item to which it is attached. There are 2 types of QR codes, Static QR Code and/or Dynamic QR code.

“QR Code – Static” refers to a fixed and unchangeable code produced by Seller/Beneficiary which ONLY has the Seller’s/Beneficiary account details embedded within the code. Static QR Code can be scanned repeatedly. Buyer/Sender is required to enter the amount when making QR payments using Static QR code.

“QR Code - Dynamic” refers to a unique and changeable code produced by Seller/Beneficiary which has the Seller’s/Beneficiary account details and transaction information embedded within the code. Dynamic QR code can only be scanned once. Buyer/Sender does not need to enter the amount when making QR Payments using Dynamic QR code.

“QR Payments” refers to payments from the Buyer into the Seller’s account using Maybank QRPay. Buyer makes payment by scanning the Seller’s QR Code using the Application.

“QR Promotions” refers to the promotions created by Maybank and/or Seller for the Buyers. The promotion applies only for QR Payments.

“Beneficiary” refers to the person who has registered to transact via Maybank QRPay and receives a transfer through the Peer-to-Peer Transfer.

“Seller” refers to the person who registers to become a Maybank QRPay merchant and receives QR Payments for good and services from Buyer through Maybank QRPay.

“Third Party” refers to other bank(s) that is not part and /or affiliated to Maybank and/or network service provider and/or telecommunication operators.

2. ELIGIBILITY

Maybank QRPay is offered to Buyers/Sender who are individual or sole proprietor users of Maybank2u mobile application.

3. MAYBANK QRPAY SERVICES

3.1. Buyer/Sender agrees to download and install Maybank2u mobile application to setup and use Maybank QRPay. Buyer/Sender is required to select an account to be used by Maybank for deduction of funds for QR Payment.

- 3.2. Buyer/Sender shall observe all security measures prescribed by Maybank from time to time relating to QR Pay services in particular over security of Password and their mobile devices from falling into the wrong hands

Buyer/Sender must take all reasonable precautions and diligence to prevent any unauthorized use of their QR Pay and their mobile devices including but not limited to the following measures:-

- enable lock on their mobile devices
- not keep any written record of Access Codes on, with or near their Mobile Devices;
- not display or to allow another person to see the Access Codes during Access Codes entry;
- not use the Access Codes negligently or recklessly which will contribute to or cause losses from any unauthorized QRPay transaction by any Third Party;
- avoid using date of birth, identity card number or mobile number as the Access Codes;
- check the Account details and transactions and report any discrepancy without undue delay
- log out from the Application properly after use and not leave their Mobile Devices unattended.
- ensure correct profile is used when using the QRPay Application
- At no time and under no circumstances shall the Buyer/Sender reveal his/her Password to anyone including to any of the Bank's staff.

If the Password is exposed or suspected to be exposed to another person or if the mobile is lost or stolen, Buyer/Sender shall immediately inform the Bank of it for deactivation of QRPay. By deactivation of QRPay, the Maybank's Maybank2u mobile application will also be deactivated.

- 3.3. Buyer/Sender shall not use QR Pay unless there are sufficient funds in his / her account. The Account balance shall exclude uncleared cheque(s) or remittances not received. Maybank at its absolute discretion, without needing to give any reason(s) be entitled to refuse to act on any such instruction without incurring any liability whatsoever, including but not limited to, any of the following scenarios:

- a) The funds in the Buyer's/Sender's selected Account is insufficient to effect, perform or process that instruction;
- b) The Buyer/Sender has exceeded the daily transfer limit;
- c) The Buyer's/Sender's Account is frozen or closed; or
- d) Maybank knows or has reason to believe that any fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

- 3.4. The Maybank QRPay maximum daily accumulated purchase limit is RM1,000 unless specified otherwise by the Buyer/Sender in the Application. The QRPay daily purchase limit can be changed anytime by the Buyer/Sender via Maybank's Application or any other means define by Maybank in the future subject to a maximum accumulated limit of RM1,000 per day. Maybank may from time to time change the maximum and minimum limits on Maybank QRPay and Buyer/Sender shall be bound by the limits imposed.

- 3.5. For transaction amount of RM250 and below, no Password or Biometric Authentication is required but will be subjected to a maximum cumulative limit of RM250. Buyer/Sender may change this limit to a lower limit via the Maybank's Application. For transaction above RM250 or the set cumulative limit, Password or Biometric Authentication of the Buyer/Sender is required to authorize the payment.

- 3.6. Buyer agrees that QR Pay function is only usable at participating Merchants with "Maybank QRPay" logo acceptance for up to a daily maximum of RM1,000 or as per the daily limit specified by the Buyer within the Application.

- 3.7. Sender agrees that QR Pay function is usable to perform a Peer-to-Peer Transfer with another Maybank2u App user (the Beneficiary) for up to a daily maximum of RM1,000 or as per the daily limit specified by the Buyer within the Application.
- 3.8. Buyer/Sender is wholly responsible to ensure the correct amount and Seller's/Beneficiary information is displayed prior to confirming the QR Payment. The amount entered by Buyer/Sender and/or information transmitted via QR Code shall be deemed by Maybank to be correct upon Buyer's/Sender's confirmation of the payment. Maybank is under no obligation whatsoever to verify that the amount paid matched with the Seller's amount.
- 3.9. Maybank may accept and act upon any instruction issued and/or transmitted via Maybank QRPay (whether actually authorized by the Buyer/Sender or otherwise) as the Buyer's/Sender's authentic and duly authorized instruction. Maybank shall be under no obligation whatsoever to investigate the authenticity or authority of person(s) effecting the instruction or verify the accuracy and completeness of the instruction. The instruction will be treated as valid and binding on Maybank notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such instruction.
- 3.10. The Buyer/Sender authorizes Maybank to effect, perform or process payments into the Seller's/Beneficiary account which is embedded within the QR Code.
- 3.11. Handling Disputes
- Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by either the Seller/Beneficiary and/or Cashier and the Buyer/Sender), the settlement of such disputes shall be between the Buyer/Sender and Seller/ Beneficiary and/or Cashier. Maybank will NOT revoke and/or reverse successful QR Payments play any part in the outcome or dispute settlement between the Buyer/Sender and Seller/Beneficiary and/or Cashier.
- Maybank shall not be held responsible amongst others for disputes arising from:-
1. the buyer not receiving any goods or services from the Seller and/ or Cashier.
 2. the Seller/Beneficiary and /or Cashier not being contactable
 3. any wrongful or miscommunication by the Seller/Beneficiary and /or Cashier to Buyer/Sender.
 4. any wrong / fraudulent / unauthorized payment.
- 3.12. Liability for unauthorized transaction.
- a. The Buyer/Sender understands and acknowledges that if any third party obtains access to Buyer's/Sender's Mobile Device and/or Application and/or Password, such third party will be able to carry-out QR Payments transactions. Buyer/Sender shall be responsible for all QR Pay transactions carried out through Buyer's/Sender's mobile device and Maybank shall not be liable in any manner whatsoever for such transactions.
 - b. Buyer/Sender shall take all reasonable precautions to prevent any unauthorized use of QR Pay due to loss or theft of their mobile device. In the event of any loss or theft of their mobile device, Buyer/Sender shall notify the Bank by telephone immediately upon the discovery of such lost or theft to deactivate the use of QR Pay.
 - c. The Bank's maximum liability for unauthorized transaction(s) as a consequence of a lost or stolen mobile device shall be limited at RM250, provided the Buyer/Sender have not acted fraudulently, have not failed to protect the security of their Password and device and have not failed to inform the Bank as soon as reasonably practicable after having found that their mobile device is lost or stolen.

- d. Buyer/Sender will be liable for unauthorized transactions if Buyer/Sender have:
 - i. acted fraudulently;
 - ii. delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the QR Pay and/or mobile device;
 - iii. failed to protect the security of their Password and device including but not limited to voluntarily disclosing the Password to another person; or allowing another person to use their mobile device.
- 3.13. Any queries, complaints or report loss shall be directed to Maybank Group Customer Care hotline at **1-300 88 6688 or 603-78443696** (overseas) any time, any day. (That includes holidays).
- 3.14. Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, Buyer shall expressly agree that the use of QR Pay is at his own risk and shall assume all risk incidental to or arising out of the use of Service.