

## TERMS AND CONDITIONS OF MAYBANK QRPAy MOBILE APPLICATION – FOR SELLER

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 amongst others, 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 mobile application (“Application”) service, and shall be read in conjunction with the Terms and Conditions of Maybank2u Online Banking Services, Maybank or Third Party Bank’s Banking Accounts (as the case may be) and any other applicable terms and conditions governing all the products and services of Maybank Group without limitation or qualification.

Where there is a conflict between these Terms and Conditions with the other applicable Terms and Conditions, these Terms and Conditions shall prevail to the extent of such contradiction. The Customers agree that in addition and without prejudice to any provisions herein, these Terms and Conditions shall be governed by and subjected to the rules, regulation and guidelines from time to time issued by Bank Negara Malaysia and other relevant bodies made pursuant to applicable laws.

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 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 Seller’s Maybank or Third Party Bank’s savings and/or current account.

**“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.

**“Buyer”** refers to a customer of Maybank who makes QR Payment to a Seller or Cashier for purchase of goods and/ or services via the Maybank2u mobile application.

**“Buyer QRPAy Services”** refers to the QRPAy features offered on Buyer’s Maybank2u Mobile Banking Application.

**“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 goes into the Seller’s account.

**“Customers”** refers to both Seller(s) and Cashier(s).

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

**“Maybank QRPay Application” (“Application”)** refers to the QRPay banking application downloaded from the authorized Application stores approved by Maybank and installed by Seller and Cashier to their Mobile Device(s) for access to Maybank QRPay Services.

**“Maybank QR Promotion”** refers to the promotions created by Maybank for Buyers.

**“Maybank QRPay Services (“QR Services”)** refers to the services available to Seller and Cashier Maybank QRPay Mobile Application. Customers may access the Application upon the correct input of their Access Codes. The services offered includes amongst others features such as QR Payments, Manage Profiles, Generate QR Codes and Manage QR Promotions.

**“Mobile Device(s)”** refers to the mobile phone or such other communication device which is used to access the Maybank QRPay Services.

**“Network Service Provider”** refers to any Internet service provider providing connection to the Internet

**“PIN”** refers to the 6 (SIX) digit number which is used for authentication and must be keyed in by Customers to access the Maybank QRPay Application.

**“QR Promotion”** refers to promotion(s) created by Seller using Maybank QRPay Application. These promotions are made available on Buyer’s Maybank2u Mobile Application.

**“QRPay Profile”** refers to the Seller’s or Cashier’s profile created for access to Maybank QRPay Application.

**“QR Payments”** refers to payments made using Buyer’s QRPay Application to the Seller or Cashier. Buyer makes payment by scanning the Seller’s or Cashier’s QR code and payment will be deducted from the Buyer’s account and paid directly into the Seller’s Account.

**“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 which ONLY has the Seller’s account details embedded within the code. Static QR Code can be scanned repeatedly. Buyer 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 which has the Seller’s account details and transaction information embedded within the code. Dynamic QR code can only be scanned once. Buyer does not need to enter the amount when making QR Payments using Dynamic QR code.

**“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. Seller is referred to as the ‘Manager’ on Maybank QRPay Application with administrative control over the Application.

**“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.

**“Username”** refers to a unique name made up of a string of characters chosen by Seller which must be keyed in by Customers to access the Maybank QRPay Application. The Username is used to associate with the right profile within the Application.

## 2. MAYBANK QRPAY SERVICES

- ~~2.1.~~ Seller and Cashier agree to download and install Maybank QRPay Application on their Mobile Device(s) in order to set up and use the service. The Application will be downloaded only from the authorized Apple App Store, Google Play or other application stores that is approved by the Bank. Seller and Cashier

acknowledge that the access and use of Maybank QRPay Services shall depend on the type of access and agree that not all such services shall be available.

## 2.2. Account and Information

### 2.2.1. Account Information

Seller is to select their OWN Maybank or Third Party Bank Account. This account will be used by Maybank for receipt of QR Payments from the Buyers to Seller and Cashier(s). The Seller further agrees that the Bank is entitled to debit the Seller's Account for service charges and/or any other related charges in relation to Maybank QRPay Services. Seller is prohibited from using any Account which does not belong to Seller.

The Bank does not warrant the accuracy of any information pertaining to the Seller's Account(s), or transactions as reported through Maybank QRPay Services due to time delays, glitches and other similar system delays and/or errors that may occur. Customers are advised to regularly review any alerts, statements or notices issued or made available by the Bank, to ensure that there are no errors, irregularities, discrepancies, claims or unauthorised items or transactions, regularly and from time to time.

### 2.2.2. Personal and Business Related Information

The Seller must be 18 years of age or above and must provide true, correct and accurate information to the Bank in relation to their Personal and Business which includes but not limited to information pertaining to their Name, NRIC, Mobile Number, Nationality, Address, Nature of Business, Business Name, Account and Cashier.

In the event there are any changes to the information, the Seller shall update the information via the Application and/or notify the Bank immediately by means acceptable to the Bank.

2.2.3. The Seller acknowledge that the Bank shall not be liable and Seller shall indemnify the Bank for any loss or damage that may arise due to Seller's failure or delay to keep the Bank and/or Third Party Bank updated as to any changes to information including but not limited to information as specified in 2.2.1 and 2.2.2.

2.3. Seller and Cashier shall observe all security measures prescribed by Maybank from time to time relating to QRPay services in particular over their Username, PIN and mobile devices from falling into the wrong hands.

Seller and Cashier 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 unauthorised 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 Customer reveal his/her Username and/or PIN to anyone including to any of the Bank's staff.

Should Seller and Cashier have any reason to believe that any of their Access Codes have been misused and/or compromised by disclosure, discovered or howsoever, they must inform the Bank immediately and/or take the necessary steps to change and recreate new Access Code.

Seller and Cashier agree that the Bank has the right to invalidate their Access Codes for breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of Maybank QRPay Services and its users where the Bank deems appropriate. They shall not hold the Bank liable for any loss or damage suffered as a result of such invalidation of their Access Codes.

#### 2.4. Savings Account (“SA”) Conversion to Passbook-less feature.

If Seller selects a Maybank Savings Account (SA) as their crediting account during QRPay registration or at any point subsequently, Seller hereby agree and consent to the Bank converting their SA Passbook to Passbook-less. Upon conversion to Passbook-less, all transactions can only be viewed online and will NOT be reflected in the Passbook.

#### 2.5. Seller’s Obligations

- Seller must use the QRPay Services responsibly and not use it for any unlawful activities.
- Seller must have good title or ownership over the products and services they offer to Buyers.
- Seller will be responsible and held accountable for the conduct of their Cashier(s). Seller have a duty to educate their Cashier(s) on the Terms and Conditions of Maybank QR Pay Mobile Application and its related Services especially in relation to the Cashier’s responsibilities, QRPay operations and possible risks in using QRPay.

#### 2.6. Restricted Activities

Seller and Cashier have a duty to ensure the information provided and activities conducted through QRPay Services shall NOT:-

- (a) be false, inaccurate or misleading
- (b) be fraudulent or involve the sale of counterfeit or stolen items
- (c) consist of providing illegal money lending
- (d) be related in any way to any type of gambling and/or gaming activities
- (e) violate Maybank Group's Acceptable Use Policy;
- (f) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- (g) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising);
- (h) be defamatory, trade libel, unlawfully threatening or unlawfully harassing;
- (i) be obscene or contain pornography;
- (j) contain any viruses, Trojan horses, worms, time bombs cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- (k) facilitate the sale of counterfeit goods;
- (o) cause Maybank Group to receive excessive complaints regarding your account or business;
- (p) present to Maybank Group a risk of non-compliance with Maybank Group's anti-money laundering obligations (including, without limitation, where we cannot verify your identity).

If there is any use or attempt to use the QR Services for any type of unlawful purposes (including but not limited to the above) Seller and Cashier’s access to QRPay will be terminated. Seller and Cashier may be subjected to damages and other penalties, including criminal prosecution where available.

#### 2.7. QRPay Promotion

The responsibility and accountability of Seller’s QRPay Promotion shall be borne by Seller. Sellers agree to take all reasonable steps to ensure all content and terms stated in Seller’s QRPay Promotion are correct and fair and is in NO way violating any rules and laws of Malaysia and/or causing any harm,

offense and / or discrimination to the Buyers or the General Public. The Bank plays no part in Seller's QRPay Promotion creation and shall not be liable for any misrepresentation of Seller's QR Promotion.

Should the Customers have any reason to believe that their Static QR Code has been tampered by any persons, the Seller shall immediately reprint and replace the tampered Static QR Code.

Seller acknowledge and agree that they may be contacted by Buyers in relation to the QR Promotion offered.

#### 2.8. Payment Terms

Seller agree and accept that any instructions given by Seller in respect of the Seller's Account(s) or any other transaction, using Maybank QRPay Services shall at all times be subject to such limits and conditions as may be fixed or specified by the Bank from time to time at its absolute discretion.

The Seller acknowledge that the Bank may from time to time offer Maybank QRPay Promotion to Buyers. If Buyer uses the Maybank QRPay promotion, Seller will receive the amount minus the Maybank promotion value into the Seller's account immediately upon successful payment but the Maybank promotion value will only be credited into the Seller's account within 24 hours.

#### 2.9. Handling Disputes

Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by either the Seller and/or Cashier and the Buyer), the settlement of such disputes shall be between the Buyer and Seller 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 and Seller 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 and /or Cashier not being contactable
3. any wrongful or miscommunication by the Seller and /or Cashier to Buyer.
4. any wrong / fraudulent / unauthorized payment.

#### 2.10. Maybank reserves the right :-

- (i) to conduct an inspection of the Seller's outlet or business premises ; and/or
- (ii) to require the production of documents evidencing the Seller's identity and business activities,

for the purpose of compliance to the Bank's Internal policy and/or procedures, laws and regulations and/or for any other reasons the bank deems fit.

#### 2.11. Maybank reserves the right to add, modify or remove any QRPay features at its absolute discretion from time to time as it sees fit.

#### 2.12. Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, Seller and Cashier 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.

### 3. MOBILE BANKING APPLICATION

#### 3.1. Customers acknowledge that the 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:

- (i) shall not misuse the Application for any purpose other than access to their own Profile and/or Account and for Maybank QRPay Services;
- (ii) shall not download or install the Application into a Mobile Device which you do not own or have exclusive control;
- (iii) 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;

- (iv) shall not reproduce, modify or reverse engineer the Application or permit another person to do so;
- (v) The Application is made available to Customers 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.
- (vi) 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.
- (vii) shall download the Application from the authorised Apple App Store, Google Play or other application store that is approved by the Bank.
- (viii) 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.
- (ix) 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.

### 3.2. Mobile Information:

- (i) 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.
- (ii) The Bank may use cookies and similar technologies (herein referred to as "cookies"), to perform authentication when you use Maybank QRPay Services 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.
- (iii) 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).

### 3.3. Biometric Authentication

- (i) You understand the need to protect your mobile device. Once your mobile device is successfully registered with the Biometric service, your Bank's Application services can be accessed with the fingerprints registered in your mobile device or your face and voice enrolled with the Application.
- (ii) In registering for the Biometric Quick Touch, Face ID and Voice ID, you expressly consent for the Quick Touch, Face ID and Voice ID to be applied for access to the Bank's Application on your device.

- (iii) You are advised NOT to register any third party(s)'s fingerprints in your mobile device or any third party(s) face and voice with the Application, as by such registration, the third party(s) will be able to access your Bank's Application, to which the Bank shall not be held responsible whatsoever for such access or any losses or damages incurred by you as a result of such access authorized by you.
- (iv) You acknowledge and agree that, for the purposes of the Quick Touch service, the Application will be accessing the fingerprints registered in your mobile device, and you hereby consent to the Bank accessing and using such information for the provision of the Quick Touch service.

#### **4. AUTHORISATION**

- 4.1. The Customers hereby authorise the Bank to comply with all instructions given by them via the use of their respective Access Codes, and such instructions are deemed to be Instructions properly authorised by the Customers even if they may conflict with any other mandate given at any time concerning the Customers' Account(s) or affair(s).
- 4.2. The Customers agree that such instructions shall be binding on the Customers 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 instructions.

#### **5. INSTRUCTIONS**

- 5.1. The Customers hereby agree that it is the Customers' responsibility to review the Bank's alerts, statements and records of the instructions, communications, operations or transactions made or performed, processed or effected through Maybank QRPay Services and/or Application in a timely manner and on a regular basis.
- 5.2. Should the Customers have any reason to believe that an instruction has not been accurately or completely received by the Bank, the Customers shall officially and immediately inform the Bank by any means without delay after transmission of the relevant Instruction(s).
- 5.3. The Bank will NOT carry out Instructions to revoke and/or reverse successful QR Payments. Should Customers have any queries in regards to QR Payments received, the Bank will, on best effort basis, provide clarity or carry out investigation upon Customers' request but is under no obligation to do so.
- 5.4. The Bank reserves the right at its discretion, to refuse to carry out any of the Customers' instructions where the Customers' instructions are inconsistent with the Bank's policy or laws or for any other reasons.
- 5.5. Where the Customers give Instructions to the Bank to effect transactions in relation to Maybank QRPay Services, the Customers shall provide accurate and complete details as required by the Bank.
- 5.6. The Bank shall not be liable for any failure, delay or shortcoming by any Third Party Banks howsoever caused with whom the Seller has accounts or otherwise when they are executing the Bank's instructions to them.
- 5.7. The Customers agree that all Instructions issued by the Customers, though in electronic form are deemed valid and binding and the Customers agree not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is made in electronic form.

## 6. SERVICE AVAILABILITY

- 6.1. Maybank QRPay Services is intended to be available 7 days a week, 24 hours a day. Customers acknowledge that there may be:
- (i) Daily downtime where the Bank carries out maintenance over its systems and equipment; and/or
  - (ii) Occasional downtime due to any other unforeseen interruption beyond the Bank's control.
- 6.2. The Bank shall not be liable for the occurrence of any such downtime and/or interruption. Nevertheless, the Bank will use reasonable efforts to inform Customers of any interruption.
- 6.3. Further, where a transaction involves access or use of Third Party systems and services, Customers acknowledge that the operating hours will depend on the availability of those systems.

## 7. CONFIDENTIALITY

Should the Customers receive any data and information through Maybank QRPay Services and/or Application which is not intended for the Customers, the Customers agree that all such data or information shall be deleted immediately and that the Customers shall immediately notify the Bank by any means without delay.

## 8. DISCLOSURE OF CUSTOMERS' INFORMATION

- 8.1. The Bank and each of its affiliates agree not to disclose to third parties, any financial information relating to the affairs or account(s) of the Customers, that the Customers have provided or that the Bank and/or its affiliates have obtained about the Account(s) and the transactions thereunder unless it is:
- (i) to comply with a court order or directive or request made by an enforcement agency in Malaysia under any written law for the purposes of investigation or prosecution of an offence under any written laws
  - (ii) required by the Inland Revenue Board of Malaysia under section 81 of the Income Tax Act 1967 for purposes of facilitating exchange of information pursuant to taxation arrangements or agreements having effect under section 132 or 132A of the Income Tax Act 1967.
  - (iii) in relation to the performance of any supervisory duties by a relevant authority outside Malaysia which exercises functions corresponding to those of Bank Negara Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013;
  - (iv) in relation to the conduct of centralised functions, which include audit, risk, management, finance or information technology or any other centralised function within the Bank's group of companies (where applicable) ;
  - (v) in relation to a due diligence exercise approved by the board of directors of the Bank in connection with merger and acquisition, capital raising exercise or sale of assets or whole or part of business;
  - (vi) for the performance of functions of the Bank which are outsourced;
  - (vii) necessary to complete a transaction;
  - (viii) to other entities within the Bank's group of companies which are existing now or in the future, owning or owned by or under common ownership either directly or indirectly or controlling, controlled by or under common control with the Bank (hereinafter referred to as "Maybank Group for purposes of cross selling of products and services, unless the Customers have objected to or has opted out of such disclosure;
  - (ix) to offer other products and services of the Bank's affiliates and other third party service providers where the Customers have consented to the same
- 8.2. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations, the Customers understand that while the Bank shall use its best endeavours to ensure that all information transmitted or received using Maybank QRPay 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 the Customers using Maybank QRPay Services.

8.3. In addition, Customers are advised to review the Bank's [Privacy Notice](#) from Maybank2u website.

## 9. LIMITATION OF LIABILITIES

9.1. The Customers acknowledge that the Bank and its affiliates make no warranties of any kind with respect to Maybank QRPay Services and/or Application, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Except as otherwise expressly stated in these Terms and Conditions 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 its affiliates expressly disclaims liability with respect to any delays, failure or error in the Customers' use of the Maybank QRPay Services and/or Application.

9.2. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE TERMS AND CONDITIONS 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 AFFILIATES SHALL IN NO EVENT BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS FOR 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 INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON AS A CONSEQUENCE OF ACCESSING OR USING THE MAYBANK QR PAY SERVICES AND/OR APPLICATION.

9.3. Due to the nature of Maybank QRPay Services and/or Application, and except as otherwise expressly stated in these Terms And Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) the Bank shall not be responsible for any loss of or damage to the Customers' data, software, equipment, network access or other equipment used to access Maybank QRPay Services and/or Application. This includes any unauthorised use and/or intrusion, interference or attack by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.

## 10. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

10.1. The Customers acknowledge that all proprietary rights and intellectual property rights in Maybank QRPay Services and/or Application provided hereunder belongs to the Bank, where applicable, its affiliates at all times.

10.2. Other than information related to the Customers' Accounts, all content available on Maybank QRPay Services and/or Application (including its arrangement) is the property of the Bank or Third Parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights.

10.3. The Customers' usage of Maybank QRPay Services and/or Application does not grant the Customers a license or right to use the trademark, service mark, copyright, patent or any other intellectual property right whether formally protected, applied for or otherwise, of Maybank QRPay Services and/or Application provided thereunder without the express written approval of the Bank. In addition, the Customers' usage of Maybank QRPay Services and/or Application does not grant the Customers a license or right to use any Third Party trademark without the express written approval of the Third Party possessing rights to such trademark.

## **11. FEES AND CHARGES**

- 11.1. The Customers acknowledge that the Bank shall, subject to giving the Customers twenty one (21) days prior notice, be entitled to levy or impose service charges or transaction fees and/or revise them from time to time in respect of the Customers' use of or access to Maybank QRPay Services or any part thereof.
- 11.2. The service charges or transaction fees may be varied from time to time at the absolute discretion of the Bank. The Malaysian Goods & Services Tax (GST) will be imposed on all service charges or transaction fees charged by the Bank to the Customers under this agreement and the Customers agrees to pay the Bank the GST amount as and when notified by the Bank.
- 11.3. The Seller acknowledges that the Seller is responsible for all charges imposed by service providers in enabling Customers to access and/or connect to Maybank QRPay Services and/or Application. The Customers are also responsible for any fees and charges imposed by any Network Service Provider.
- 11.4. Subject to the Account terms of the Seller's Account(s), the Seller acknowledges that the Bank reserves the right to debit the Seller's relevant Account(s) for any amounts and any Government charges or taxes payable as a result of the use of Maybank QRPay Services.

## **12. INTERNATIONAL USE**

- 12.1. Customers shall NOT carry out business and use Maybank QRPay Services and/or Application outside of Malaysia.
- 12.2. Customer shall be liable and responsible for any misconduct or misuse of Maybank QRPay Services and/or Application outside of Malaysia's jurisdiction.

## **13. GENERAL**

- 13.1. The Customers hereby agree to examine all the Bank's alerts, statements (including e-Statements) and records of the Instructions, communications, operations or transactions made or performed, processed or effected through Maybank QRPay Services and/or Application regularly and in a timely manner and the Customers hereby undertake to notify the Bank immediately and without delay and in any case, no later than thirty (30) days from the date of receipt of the alerts, statements and records of any such errors, irregularities, discrepancies, claims or unauthorised items or transactions. The Customers acknowledge that the Customers' failure or delay to provide such notification forthwith shall be deemed as the Customers conclusive agreement and acceptance that all matters contained in the alerts, statements and records are true and accurate in all respects and shall be binding on the Customers for all purposes and conclusive evidence of the transaction. The Customers hereby agree that all such records are admissible in evidence and that the Customers shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of the Customers' rights (if any) to so object.
- 13.2. Any Instructions transmitted by the Customer after the relevant cut-off time on any day shall be posted in the books and records of the Bank on or for the next business day following the date of the Instruction.

13.3. The Customers shall not be entitled to use Maybank QRPay Services, if there exists any restrictions whatsoever in relation to the Seller's Account(s) or Third Party Account(s) either imposed by the Bank or by any relevant authorities or Third Party Bank.

13.4. The provisions of the Bank's Maybank2u kiosks and all computer devices and/or terminals (Property) available for the Customers use at our branches are specially for the Customers use and access of Maybank QRPay webpage only and the Customers shall not use the Property for or in connection with any illegal purpose or activity.

#### **14. SUSPENSION OR TERMINATION**

14.1. Notwithstanding anything herein to the contrary, the Bank may at any time, suspend or terminate the Customers' right of access to Maybank QRPay Services and/or Application 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 Maybank QRPay Services and/or Application and its users where the Bank deems appropriate.

14.2. The Bank shall automatically terminate the Customers' right of access to Maybank QRPay Services and/or Application should the Customers fall into any blacklisted and/or negative reports, cease to maintain any Account(s) with the Bank or Third Party Bank or should the Customers 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 Maybank QRPay Services and/or Application and its users where the Bank deems appropriate.

14.3. The Seller may terminate its usage by deleting the Application and cease access or usage of Maybank QRPay Services.

14.4. Notwithstanding the instances as stated above, the Bank reserves the right to terminate the Customers access to Maybank QRPay Services and/or Application without assigning any reason thereto.

14.5. The Customers acknowledge that termination shall not affect the Customer's liability or obligations in respect of instructions provided to and/or processed by the Bank on the Customers' behalf.

#### **15. INDEMNITY**

15.1. The Customer hereby agree to be liable for and to fully indemnify and keep the Bank fully 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:

- (i) the Customers' breach or violation of these Terms and Conditions or any Third Party rights;
- (ii) the Customers' use or purported use of Maybank QRPay Services and/or Application;
- (iii) the Customers' fraudulent acts;
- (iv) the Customers' disclosure of Access Codes to any other person or in any emails or on other websites;
- (v) the Customers' failure to take reasonable steps to keep the Access Codes private and/or secure at all times;
- (vi) the Customers' 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;
- (vii) the Bank discharging a mandate provided by the Customers.
- (viii) the Bank carrying out instructions provided by the Customers via any of their Access Codes;
- (ix) the Bank enforcing its rights against the Customers; or
- (x) the Bank 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 the Customers.

**15.2.** The Customers' liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:

- (i) a technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
- (ii) a proven weakness or vulnerability in the security features and controls adopted by the Bank;
- (iii) transaction(s) that occurred after the Bank has been notified by the Customer of an unauthorised transaction or of the breach, disclosure or compromise of any of its user(s)' Access Codes, provided that the said breach, disclosure or compromise was not due to the Customer's own act or omission or the acts or omission of persons or entities under its control;
- (iv) transaction(s) that occurred immediately prior to the Bank being notified by the Customers of the unauthorised transaction or of the breach, disclosure or compromise of any of its user(s)' Access Codes provided that the said breach, disclosure or compromise of the Access Codes was not due to the Customers' own act or omission (or the acts or omission of persons or entities under its control) and that the notification was made forthwith and without delay; and
- (v) transaction(s) that occurred prior to the Customers' receiving any Access Codes in relation to the transaction; or
- (vi) where applicable, Access Codes that are forged, faulty, expired or cancelled provided that they are not due to the Customers' own acts or omissions or the acts or omission of persons or entities under its control.

## **16. NOTICES**

**16.1.** The Customers hereby consent to all notices and other communications which concern Maybank QRPay Services and/or Application are required under these Terms and Conditions, to be given by the Bank in any one of the following manners:

- (i) By ordinary post to the Seller's last address in the Bank's records and such notification shall be deemed received two (2) days after posting.
- (ii) By electronic mail to the Seller's last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending.
- (iii) By being displayed on the Bank's premise and such notification shall be deemed effective upon such display.
- (iv) 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.
- (v) By inserting a notice in the Bank's statement of Account to the Seller 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 the Seller.
- (vi) Broadcasting a message on the Maybank2u.com website; or
- (vii) By notification to the Customers in any other manner as the Bank deems fit.

## **17. FORCE MAJEURE**

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

## 18. SEVERABILITY AND WAIVER

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.

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 from enforcing any other rights nor shall it require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

## 19. VARIATIONS

The Customers acknowledge that (among others) to ensure the improvement, smooth and efficient provision of Maybank QRPay Services, the Bank shall have the right and discretion to make such amendments and modifications as it deems necessary to:

- (i) the procedures and processes applicable to Maybank QRPay Services and/or Application (i.e. procedure for registration and activation Customers, etc.); and
- (ii) the trade or service names used in relation to Maybank QRPay Services and/or Application as referred to in these Terms and Conditions. Notwithstanding the same, the Customers hereby agrees that pending actual changes being effected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to Maybank QRPay 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.

## 20. COMPLAINTS

20.1. If the Customers have any enquiries or require any assistance, please refer to our helpdesk at 1-300-88-6688 or +603-7844 3696 (if the Customer is overseas). In addition, the Customers are advised to review our Privacy Policy, Security Statement and Client Charter in the Maybank2u.com website. For Non-Maybank Customers who have queries or issues or complaints related to their Third Party Bank Accounts, please contact the relevant Third Party Bank's helpdesk.

20.2. In the event that the Customers have any complaints and/or disputes arising from Maybank QRPay Services and/or Application and these Terms and Conditions, please refer the matter to the Bank at the address stated in Clause 20.5.

20.3. The Customers shall specify the nature of the Customers' 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.

20.4. The Customers undertake that any such complaints and/or disputes made by the Customers are true and legitimate and the Customers acknowledge that the Customers shall be liable to the Bank in relation to false or fraudulent complaints or claims.

20.5. All complaints to the Bank concerning Maybank QR Pay (Seller module) and these Terms and Conditions shall be in writing, signed by the Seller and sent to the Bank at the following address:

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.: 1300-88-6688  
Overseas telephone no.: +603-78443696  
Fax no.: 1300-88-8899  
Email address: mgcc@maybank.com.my

## **21. LAW AND JURISDICTION**

These Terms and Conditions shall be governed by the Laws of Malaysia and the Customers 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 Maybank QRPay Services and/or Application. The above governing law and place of adjudication of dispute shall apply notwithstanding the access location of the Customers.

## **22. DISCLAIMER**

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

22.2. The Bank does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of Maybank QRPay Services and/or Application and the material, information and/or functions therein. Further, the Bank does not warrant that access to the whole or part(s) of Maybank QRPay Services and/or Application, 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 mobile devices and/ or computer system. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), the Bank 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 Bank, reasonable measures will nevertheless be taken by the Bank to ensure the accuracy and validity of all information relating to transactions and products of the Bank which originate exclusively from the Bank.