



TERMS & CONDITIONS

Maybank e-Ang Pow

1. General

Maybank e-Ang Pow ("the Campaign") shall run from 21st January 2017 to 17th February 2017 (both dates inclusive) ("Campaign Period").

2. Definition

The following words shall have the following meanings:

- "Sender" refers to the person who initiates the e-Ang Pow service (hereinafter referred to as the 'Service') via the Maybank2u channels to send funds to the Recipient's mobile number for collection via crediting into a banking account.
- "Recipient" refers to the person who is receiving the funds via the Service from the Sender for collection via crediting into a banking account.
- "Collect Code" refers to the 6 digits code displayed in the SMS sent by Malayan Banking Berhad or Maybank Islamic Berhad ('Maybank') to the Sender. Sender is to provide the Collect Code to the Recipient. This code is required by the Recipient to collect the funds sent via the Service at the Maybank2u channels for credit into a banking account.
- "Validity Period" refers to the validity period of the Collect Code. The Collect Code is valid from the date/time Sender sends the funds via the Service and shall expire on 18th February 2017.

3. Eligibility

This Campaign is offered to Individuals who are Maybank customer (as Sender and Recipient) and /or non-Maybank customers (as Recipient) only.

4. Sender Obligations

4.1. The Sender must ensure accuracy of the information entered to perform the Service. All details entered by Sender are deemed by Maybank to be correct in processing the instructions pertaining to the Service. Maybank shall not be obliged to check whether the Recipient's mobile number matches the Recipient's name provided by Sender. Under no circumstances will Maybank be liable for any loss arising from any error in the instruction given by the Sender.

4.2. Maybank may accept and act upon any instruction issued and/or transmitted arising from the Service (whether actually authorized by the Sender or not) as the 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. Maybank shall treat the instruction as valid and binding on Maybank notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such instruction.

- 4.3. Funds will only be debited from the Sender's Account upon receipt of the Recipient's instructions through Maybank's channels.
- 4.4. The Sender authorizes Maybank to pay the money into any account that the Recipient specifies and that Maybank may effect, perform or process such payment into the account specified by the Recipient without first notifying the Sender or obtaining the Sender's consent.
- 4.5. Maybank reserves the right to cancel or not to execute any of the Sender's instructions at any time without prior notice to the Sender and without giving any reason whatsoever.
- 4.6. Maybank shall send the Collect Code to the mobile number which Sender has registered with Maybank and it is the Sender's responsibility to notify Maybank immediately if the mobile phone is lost, missing, misplaced or no longer in use.
- 4.7. The Sender understands and agrees that Maybank is authorized to, but is under no obligation to honour any instruction from the Sender and Maybank shall at its absolute discretion, without furnishing any reasons, be entitled to refuse to act on any such instruction without incurring any liability whatsoever, including but not limited to, any of the following:
 - a) The funds in the Sender's selected Current or Savings Account is insufficient to effect, perform or process the instruction;
 - b) Sender has exceeded the daily transfer limit;
 - c) Sender's Account is frozen or closed; and / or
 - c) Maybank is aware or has reason to believe that fraud, criminal act, offence or violation of any law or regulation has been or will be committed.
- 4.8. Sender will receive a 6-digit Collect Code via SMS upon completion of the transaction and Maybank will use all reasonable measures to deliver the SMS timely. However Maybank shall not be liable whatsoever for any delay in the SMS delivery due to reasons beyond Maybank's control such as, but not limited to Telco network congestion or service interruption.

- 4.9. Sender shall be responsible to provide the Collect Code to the Recipient within the Validity Period. The Sender shall exercise care to ensure that the Collect Code is provided to the intended Recipient. Maybank shall not be responsible for any wrongful communication by Sender. The Sender must not disclose the Collect Code to any other person other than the intended Recipient. The Sender is advised not to record the Recipient's mobile number, amount or Collect Code anywhere that is prone for possible theft or abuse to take place.
- 4.10. The Sender has the option to cancel the Service by calling to Maybank's Customer Care, provided the funds are pending collection by Recipient and/or at Maybank's sole and absolute discretion. It is Sender's duty, not Maybank to inform Recipient of the cancellation immediately to avoid disputes.
- 4.11. Only the Sender is entitled to lodge a report to Maybank in the event of any disputes or complaints as banking relationship is only established between Maybank and Sender.
- 4.12. Sender agrees that Maybank has the sole and absolute right to require the Sender to disclose data in respect of a particular transaction for the purpose of identifying the Recipient and facilitating any investigation by Maybank or Bank Negara Malaysia. Sender undertakes and agrees to comply with the conditions and regulations set by Bank Negara Malaysia under the provisions of the Anti-Money Laundering Act or any other applicable law and to any future amendments and additions made by Bank Negara Malaysia or Maybank from time to time. Sender also agrees and authorizes Maybank to disclose the Sender's personal information to any service providers to which Maybank engages to carry out or assist in its functions and activities or to any other person Maybank is authorized or required by law to disclose the information to.
- 5. Recipient Obligations**
- 5.1. Recipient must use either Maybank2u Internet Banking or mobile app for collection of the funds and follow the necessary steps.
- 5.2. The funds will only be credited into the account specified by the Recipient provided Collect Code and OTP are authenticated successfully and the instruction received from Recipient can be processed.



- 5.3. The Service is provided only as a convenience to the Recipient and the Recipient uses the Service at his or her own risk.
- 5.4. Maybank reserves the right to cancel or not to execute any Recipient's instructions at any time without prior notice to the Recipient and without giving any reason whatsoever.
- 5.5. Recipient must ensure that all information provided under the Service including but not limited to the crediting account and Sender's collect code are correct and complete failing which the funds will remain within the Sender's account.
- 5.6. Recipient must maintain security and confidentiality of his mobile phone and Collect Code. Recipient should notify Sender if the Recipient's mobile phone is lost, stolen or ceases to use the mobile number.
- 5.7. Recipient shall obtain the Collect Code from Sender and not Maybank.
- 5.8. Recipient understands and accepts these Terms and Conditions and the risks relating to the use of the Service, and that Maybank shall not be responsible for and shall not be liable in any way whatsoever to the Recipient for any loss or damage incurred or suffered arising from or connected with or related to the use of the Service.
- 5.9. Recipient must collect funds within the Validity Period. If the Recipient fails to do so, the funds will remain in the Sender's account and the Recipient will not be able to collect the said funds.
- 5.10. Recipient accepts that Sender has the right to cancel the Service at any time before Recipient collects the funds and/or at Maybank's sole and absolute discretion. The SMS notification on payment received by Recipient is not proof of payment by Sender. The collection is subject to certain conditions such as the following;
- Availability of funds in the Sender's account at the time Recipient performs collection of funds
 - The transaction does not exceed the Sender's Daily transfer limit
 - Cancellation by the Sender.

5.11. In the event Recipient is unable to receive the funds, Recipient must contact the Sender to enquire further or to dispute the matter.

5.12. Maybank shall not be liable for the following:-

5.12.1. any actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses suffered or incurred by Recipient in connection with or arising from the unauthorized access and/or use of the Sender's or Recipient's mobile phone for the Service by a third party who was able to access and/or use the Service and Collect Code whether or not arising from the Sender's or the Recipient's negligence, misconduct or breach of any of these Terms and Conditions;

5.12.2. any actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses suffered or incurred by the Recipient in connection with or arising from the Recipient providing inaccurate information on the Service; and/or;

5.12.3. Any breaches or non-observance any of these Terms and Conditions by the Sender, Recipient or unauthorized person or entity;

5.12.4. For any failure or delay by the Sender to provide the Recipient with the correct Collect Code; and/or;

5.12.5. For the Sender's cancellation of the payment prior to the Recipient's collection of funds.

5.12.6. Maybank has the right to block or refuse to process the Service for any reason as Maybank deems fit or necessary

5.12.7. Any queries by Recipient in relation to the Service including but not limited to transaction status and transaction history must be directed to Sender as Maybank may not necessarily have any banking relationship with Recipient. Sender and Recipient shall deal directly with each other in respect of the abovementioned queries and disputes. The banking relationship is only established between Maybank and Sender. Therefore, only the Sender is entitled to lodge a report to Maybank in the event of any disputes or complaints. Recipient must refer the matter to Sender for escalation to Maybank for further investigation.



5.12.8. Recipient agrees and authorizes Maybank to collect Recipient's personal information to enable it to process the transaction and to disclose the Recipient's personal information to any service providers Maybank engages to carry out or assist in its functions and activities or to any other person Maybank is authorized or required by law to disclose information to.

5.12.9. Recipient agrees to treat as conclusive evidence, and not to dispute the validity, accuracy or authenticity of, any evidence of his instructions and communications transmitted between Recipient and Maybank, including such evidence in the form of Maybank's computer records or transaction logs, computer printouts, magnetic tapes, cartridges, copies of any communication and any written statement by Maybank officers. Subject to the applicable laws of evidence, the Recipient agrees not to object to admission of any records (including computer records) as evidence in legal proceedings. The Recipient further agrees that all such records shall be binding upon the Recipient and that the Recipient will not be entitled to dispute the validity or authenticity of the same.

6. General Terms & Conditions

6.1. By performing this Service, the Sender and Recipient hereby expressly agree to be bound by these Terms and Conditions and the decisions made by Maybank.

6.2. These Terms & Conditions shall be supplemental to the existing Terms and Conditions governing Banking Accounts and Internet Banking (Maybank2U Terms and Conditions). These Terms and Conditions shall prevail over any provisions or representations contained in any promotional materials (including without limitation printed posters or leaflets) advertising this Service.

6.3. Maybank reserves the sole and absolute right without assigning any reasons to add, alter, modify, change or vary the terms and conditions contained herein, wholly or in part thereof with prior twenty one (21) days' notice which shall be published on Maybank2u (www.maybank.com.my) and/or through any other mode in the absolute discretion of Maybank.

6.4. By performing the Service, the Recipient and Sender agree and consent to their personal data being collected, processed and used by Maybank in accordance with Maybank's Privacy Notice,

which may be viewed on Maybank's website at www.maybank.com.my ("Maybank's Privacy Notice").

6.5. In addition and without prejudice to the terms in the Maybank's Privacy Notice, the Recipient and Sender agree and consent to their personal data or information being collected, processed and used by Maybank for:

- a) the purposes of the Service;
- b) marketing and promotional activities conducted in such manner as Maybank see fit in any media including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet, without further express consent from the Recipient and Sender. Marketing and promotion activities includes without limitation the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well responses and related photographs. In this regard, Recipient and Sender agree to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of Maybank in relation to the Service; and
- c) other promotional, marketing and publicity notification/ information including future promotional, marketing and publicity notification/ information from Maybank from time to time.

6.6. Maybank shall not be liable for any losses, damages or costs incurred or suffered by the Recipient and Sender as a result of performing this Service. Furthermore, Maybank shall not be liable for any default of this obligation under the campaign due to any force majeure event which includes but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.

6.7. The Terms and Conditions of this Service shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

6.8. Maybank may at its sole and absolute discretion disqualify/reject any Recipient or Sender who does not comply with the Terms and Conditions stated herein and/or found or suspected of tampering with the Service and/or its process or the operation of this Service. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Service.