## Maybank2u Pay Disclaimer

- Maybank2u acts only as a payment service provider
- Maybank2u does not have any control over, and is not responsible or liable for, the products or services that are paid for by using Maybank2u Pay. We do not ensure that a buyer or a seller you are dealing with will actually complete the transaction.

## **Exclusion of Liability**

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

This Service is provided on a 'willing seller and willing buyer' basis and as such the Bank is to be absolved of any liabilities from both seller and buyer. Any claim by any parties on the usage of this Service is solely on the seller and buyer only and the Bank shall not be a party to the claim.

This exclusion clause shall take effect to the fullest extent permitted by law.

## **Potential Risks and Buyer Responsibilities**

Online shopping is associated with several risks buyers should be aware of, including but not limited to:

- 1. Phishing and/or any other possible invitation/enticement to visit a bogus website (purportedly to be a blog shop owner/seller) which uses the Maybank2u Pay logo to deceive customers into a false Maybank2u website.
- 2. Any unforeseen and/or unwanted circumstances including but not limited to late and failed delivery, defects, mismatch in item description or buyer expectations. The Maybank Group and/or its affiliates shall not be liable for and do not have any control whatsoever over any purchases paid for using Maybank2u Pay.
- 3. We would like to remind you that Maybank2u only approves the Maybank2u Pay facility for Social Media sites which trade items under the following categories:
  - i. Art & Craft
  - ii. Health & Beauty
  - iii. Home & Garden
  - iv. Handphone & Accessories
  - v. Sports & Outdoors
  - vi. Toys & Games
  - vii. Accessories & Clothes
  - viii. Electronics
  - ix. Food
  - x. Leisure (Music/Books)

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4. Under no circumstance does the Maybank Group and/or its affiliates support or approve of trading of items including but not limited to alcohol, tobacco, imitation goods of any nature including that of which infringes on intellectual property rights, gambling-related products and or services, offensive or indecent material such as adult toys and entertainment material, stolen goods, weapons such as knives, air guns, illegal laser pointers or any form of weaponry which may require a special permit or any other items or services deemed illegal under the laws of Malaysia.

Buyers are advised to perform the following actions in order to avoid the above risks:

- 1. Buyers are to ensure that they transact at the valid URL http://www.maybank2u.com.my/m2upay/ at all times before making any payments via Maybank2u Pay.
- 2. Never click on any email links or links provided by a third party claiming to direct you to Maybank2u Pay.
- 3. Buyers are encouraged to practice due diligence at all times when shopping online in order to avoid any unwanted and/or regrettable events.

The Maybank Group reserves the right to add, remove, vary or modify the contents of this disclaimer whether in part or in whole at any time without giving prior notice. The Maybank Group and/or its affiliates shall not be liable for any loss or damage suffered or incurred as a direct or indirect result of the variations or amendments.

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