

Maybank2u Pay Terms and Conditions

These terms and conditions (T&C) must be considered carefully when choosing to use the Maybank2u Pay Services ("Services") at any time. This T&C and its policies, highlight amongst others, the possible risks in using the Services as well as providing guidelines on how to carry out online payments using the Services.

From time to time, we may need to revise this T&C, which will be posted on this mobile application. If you choose to continue using this after any revision to this T&C, you shall be deemed to have accepted the revised T&C accordingly.

If you choose not to accept this T&C, please immediately discontinue your access to this mobile application and/or use of the Services.

Please note the following risks, amongst others, that could occur when using the Services:

- Payments received in your Maybank account may be held or reversed at a later time (in some instances up to 180 days following the time of receiving the payment) if such payment is subjected to any chargeback, reversal, claim or otherwise invalidated. This means that for some of the sellers, payments received into their account may be returned to the buyer or otherwise removed from their account after they have been paid and/or of any goods sold have been delivered. If this occurs, please refer to the remitter of the funds should you want to contest this.
- You can help protect yourself from the risks of unauthorized transactions by regularly checking your account transaction history.
- You should be aware of the possibility of unauthorized transactions from your account or receiving payments from unauthorized transactions from a third party's account.
- We may at any time and sole discretion close, suspend, or limit your access to your account or our Services, and/or limit access to your funds for up to 180 days if you carry out any activities which are in contravention of this T&C and its associated policies incorporated by reference.

You must consider such risks and guidance, as well as any other risks set out in this T&C and its associated policies, before using the Services.

You must read, agree with, and accept all of the terms and conditions contained in this T&C and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before usage of this Services. We strongly recommend that, as you read this T&C, you are also to access and read the information contained in the other pages and websites referred to in this T&C, as they may contain further terms and conditions that apply to you as a user for this Service. By accepting this T&C, you also agree that your use of other services offered on maybank2u.com website will be governed by the terms and conditions governing banking accounts.

Eligibility. In order to use the Services, you must have a registered Maybank account. Our Services are only available to individuals acting in individual capacity; you may not act as an agent for another person nor open a Maybank account for another person (no beneficial ownership is permitted). You must be able to form legally binding contracts under applicable law. Without limiting the foregoing, our Services are not available to all individuals and businesses and Maybank reserves the right to deny access to the Services to any individual or business for any reason or no reason at all and Maybank shall not be bound to disclose any reason therefore. The Services is not available to minors (as defined in your jurisdiction, generally those under 18), persons who are suspended from our Services, or persons who present an unacceptable level of risk.

1. The Legal Relationship between You and Maybank.

1.1 User Relationship. Maybank2u.com acts as a facilitator to help customers accept payments and to help customers make payments. Maybank has independent relationships with the sender and the receiver of payments. We act based upon your direction and your requests to use our Services that require us to perform tasks on your behalf. Maybank will at all times hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose.

1.2 Maybank2u.com is only a Payment Service Provider. Maybank2u.com acts as a payment service system by creating, hosting, maintaining and providing our Service to you via the Internet. Maybank2u.com is not a remittance business or a money transfer service and the personal payments feature may not be used to remit funds to third parties.

We do not have any control over, and are not responsible or liable for, the products or services that are paid for by using our Services. We do not ensure that a buyer or a seller you are dealing with will actually complete the transaction.

- The Bank shall not be held responsible nor does the Bank support any illegal activities to be sold via the Internet.
- The Bank shall not be at fault if there is any duplication of sellable items.

1.3 License grant. If you are using Maybank2u.com software such as an Application Programming Interface (API), developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then Maybank and its licensors grant you a limited non-exclusive license to use Maybank2u.com's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You shall not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all Maybank2u.com documentation, together with any instructions provided by us from time to time accompanying the Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations). If you do not comply with Maybank2u.com's instructions, implementation and use requirements you will be liable for all resulting damages suffered by you, Maybank and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code

which is derived from the software. You acknowledge that all rights, title and interest to Maybank2u.com's software are owned by Maybank.

2. Your Information and Restricted Activities.

2.1 Definition. "Your Information" is defined as any information you provide to us or other users in the registration, payment process, stores or other features of our Services. You are solely responsible for Your Information, as we act as a passive conduit for your online distribution and publication of Your Information. Maybank will restrict your account and limit your access to funds should you fail to provide true and accurate information.

2.2 Restricted Activities. Your Information and your activities (including your payments and receipt of payments) through our 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 yourself a cash advance from your credit card (or helping others to do so), (d) be related in any way to gambling and/or gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering and office pools); (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 libelous, unlawfully threatening or unlawfully harassing; (i) be obscene or contain child 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) use Maybank2u.com to facilitate the sale of counterfeit goods; (l) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; (m) involve the sale or transfer of your Maybank account balance to any person for monetary consideration; (n) integrate the Services in a manner inconsistent with Maybank Group's integration guidelines; (o) cause Maybank Group to receive excessive complaints regarding your account or business; or (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 or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with the terms of this T&C. If you use, or attempt to use the Services for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Services, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

2.3 Termination or Closing Your Account. The Maybank Group reserves the right to terminate and/or suspend your access to this mobile application including the Service and/or your use of this mobile application at any time, for any reason whatsoever and the Maybank Group shall not be bound to disclose any reason therefore. In particular, and without limitation, the Maybank Group may terminate and/or suspend your access and/or use should you violate any of these terms and conditions, or violate the rights of the Maybank Group, of any other user, or of any third party.

2.4 Maybank's Right to Hold Funds. In order to ensure the integrity of a transaction Maybank reserves the right to hold funds or proceeds from transactions by placing them in a "pending" or hold status

beyond the normal distribution period. Maybank may do this in order to mitigate risk related to transactions it considers suspicious.

2.4.1 Payment Holds.

a. You agree that if either:

i. you receive a payment that involves the risk of Maybank's position being adversely affected with respect to any liability of yours to Maybank or any third party ("Transaction Risk"); or

ii. there may be a higher than acceptable level of risk or exposure associated with your account (based on the information available to Maybank at the relevant time and its sole discretion, it is an acceptable level of risk or exposure to Maybank under all circumstances),

Maybank, in its sole discretion (acting reasonably) place a hold on that or any payment. If Maybank places a hold on funds in your account, we will notify you about it (including, without limitation, how long the hold may last if ascertainable).

b. Maybank will release the hold made on your payment under this provision when Maybank determines that the Transaction Risk; or risk or exposure associated with your account, no longer exists. Please note that, notwithstanding the above, if you receive a Dispute, Claim, Chargeback, or Reversal on the transaction payment subject to the hold, the funds (or an amount equal to the relevant payment) may be held in your account until the matter is resolved pursuant to this T&C.

c. You agree to provide to Maybank any information as Maybank may reasonably request to allow Maybank to determine whether the Transaction Risk or risk or exposure to your Account has passed. You may close your Account if you object to the hold under this provision. If your Account is closed for any reason, Maybank has the right to hold a payment under this provision for a period of up to 180 days from the date the complete obligations under the contract for sale (to which the payment in question relates) have been discharged

2.5 Bill Payment Dispute.

The followings are The Maybank Group's Bill Payment Dispute Categories:

- A. Double Payment
- B. Over Payment
- C. Wrong Payee Corporation
- D. Wrong Account/Bill Number
- E. Unauthorized Payment (Fraudulent Case)

For category A, B, and C, The Maybank Group will proceed with the refund process once the nature of the complaint has been verified as valid by both parties (The Seller and The Maybank Group). The verification process should be done within Seven (7) days from the date of receipt of complaint by The Maybank Group and the refund process should be completed within the next Seven (7) days following the completion of the verification process.

In the event that The Buyer requests to carry forward the extra or over payment to next bill, The Maybank Group will verify and confirm the request with The Seller via e-mail. Upon receiving the verification letter from The Maybank Group, The Seller must proceed with the payment updating process to The Buyer's account with the Seller on the same Business Day.

For category D, The Seller should proceed with the updating of payment to the correct customer's account / bill account number on the same Business Day upon receipt of notification letter via e-mail from The Maybank Group. No refund process is needed for type D. If the Buyer/customer has made another payment to the correct account / bill account number, The Maybank Group will proceed with the refund process as per Appendix 1.

For category E, the refund process will be initiated after the full investigation on the unauthorized payment complaint has been completed by The Maybank Group. You are to execute Debit Authorization to the Bank, to effect the refund process to the complainant. The Bank at its sole discretion reserves the right to review the existing agreement if we continuously receive repeated incidences of fraud nature involving "Unauthorized Payment" made from a 3rd party account

2.6 Handling Dispute

1. The Bank shall not be held responsible if the buyer did not receive goods/services from the seller
2. The Bank shall not be held responsible in the event the seller cancels or closes the Social media site(s)
3. The Bank shall not be responsible if the seller cannot be contacted

The Bank shall not be responsible to resolve the dispute between the parties for any fraudulent/unauthorized payment, or any of the events highlighted under the categories abovementioned.

2.7 Illegal Goods

The Bank shall not be held responsible nor does the Bank support any illegal goods to be sold via the Internet

2.8 Seller Information

1. The Seller subscribing for this Service shall have good title or ownership over the products.
2. Must include existing/real address, phone number, email address, name
3. Business must be within Malaysia
4. The Seller shall update his information when there is any change. To change any details in the future, the seller would have to go through another process of verification. The Services will not be offered to the Seller should he fail to do so.

3. Trademarks.

All trademarks, service marks, and logos displayed in this mobile application are the property of Maybank Group and/or their respective third party proprietors as identified in the website.

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 the mobile application has been obtained, no license or right is granted to any party accessing this mobile application to use, download, reproduce, copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of 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 the Maybank Group's website or any other site.

4. Privacy and Security.

We do not sell or rent your personal information to third parties for marketing purposes without your consent and we only use Your Information as described in the Privacy Policy unless it is govern by the authority. We view protection of users' privacy as a very important principle. We understand clearly that you and Your Information are one of our most important assets. You should only log in to your Maybank2u.com account on a page which begins with <https://www.maybank2u.com.my>. All of our pages begin with <https://www.maybank2u.com.my> and therefore you should not use any other site that does not begin as such

You hereby authorise Maybank to disclose to its officers and/or any interested party in such manner and to such extent as Maybank shall consider necessary for any purpose or to facilitate the use of this Service, the processing of any transaction effected or to be effected through the use of the Service. In addition, you hereby authorise Maybank to disclose any information concerning you to any of Maybank's existing or future business partners for the purpose of providing information about products or services or such privileges and benefits to you or for any other purposes. Maybank may use any information concerning you to develop mailing lists which may be used by any of Maybank's existing or future business partners to offer products or services or such privileges and benefit to you or for marketing activities which you may receive through the mail. If at any time you wish to have your name and address removed from such mailing list, you are required to write to Maybank at mgcc@maybank.com.my.

You hereby authorise Maybank to disclose any information to Bank Negara Malaysia and/or any governmental or enforcement agency, as may be required, whether pursuant to law or otherwise. Maybank shall not be liable whether directly or indirectly to you or any other persons for such disclosure.

5. Copyright

Unless otherwise indicated, the copyright in this mobile application 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 this mobile application 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 this website on any other website, frame or "mirror" any material contained on this website on any other server.

Any such unauthorised reproduction, retransmission or other copying or modification of any of the contents of the Maybank Group's website 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 this Maybank Group's website.

6. Exclusion of Liability

The Maybank Group and/or its partners 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 mobile application (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 Services 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 these Services 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.

7. Indemnity

You hereby irrevocably agree to fully indemnify and keep indemnified the Maybank Group and hold the Maybank Group harmless against all liabilities, claims, losses and expenses, including any legal fees that may be incurred by the Maybank Group in connection with or arising from (1) your use or misuse of this mobile application and the services provided herein, or (2) your breach of these terms and conditions howsoever occasioned, or (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 this mobile application.

8. Law and Jurisdiction

This T&C is governed by and are to be construed in accordance with the laws of Malaysia. By accessing this website and/or using the Services provided herein by the Maybank Group, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Malaysia in all disputes arising out of or relating to the use of this website.

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

9. Use of Maybank2u mobile application

9.1 Device compatibility. Maybank2u Pay app currently only works on compatible Smartphones. We may change the version of the operating system the Maybank2u Pay app works with at any time. Some features may not be available on all platforms or operating systems, visit our website for more information.

9.2 Application Stores. You must download the app from the authorized Apple App Store, Google Play or other application stores that is approved by Maybank.

9.3 Security. You must not install or use Maybank2u Pay app on a jail-broken or rooted device. Unauthorized modifications to device OS ("jail-breaking or rooting") bypass security features and can cause numerous issues to the hacked devices. Maybank strongly cautions against installing any software that hacks devices. It is also important to note that Maybank will not be liable to you in any way for any losses you suffer or costs you incur because any device, hardware or software you use in connection with the App is damaged or corrupted or fails to work.

9.4 Use of information. Certain functionality (such as uploading content to the app) will need to access information on your device to work. By using such functionality, you consent to the app accessing your device and information.

These Terms & Conditions shall be supplemental to the existing Terms and Conditions governing Banking Accounts. 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 Services.