

MAYBANK PRIVILEGE MEMBERSHIP TERMS AND CONDITIONS

These Terms and Conditions of Maybank Privilege of Malayan Banking Berhad (“Bank”) govern the Maybank Privilege Customers (“Customer”) in respect of products, services and rewards offered under Maybank Privilege.

By accepting these Terms and Conditions of Maybank Privilege, the Customer shall be bound by each of the Terms & Conditions of the participating products covered under Maybank Privilege.

1. MAYBANK PRIVILEGE SERVICES

- 1.1 By accessing or utilizing the services of Maybank Privilege, the Customer shall be deemed to have read, understood and agreed to be bound by the Terms and Conditions herein.
- 1.2 The Bank makes no warranties or representations, either express or implied, and expressly disclaims all liability (including consequential damages) with respect to type, quality or fitness of goods or services provided through the Maybank Privilege by third party operators, service providers or suppliers engaged by the Bank or any failure by such party to perform any obligation or provide any service whether in Malaysia or in other jurisdictions.
- 1.3 The Bank shall inform the Customer on the changes of Maybank Privilege Services from time to time, by publication or notification over the Bank’s internet banking services and/or online website, at any of the bank’s branches or through such channels as the Bank may determine at its discretion.

2. ELIGIBILITY

- 2.1 Unless decided otherwise by the Bank, in order for the customer to be eligible for the services under Maybank Privilege, the following conditions must be fulfilled:
 - a) Hold any Maybank Premier 1 Account / Premier Mudharabah Account-i as core account;
 - b) Hold with the Bank a minimum aggregated total Investable Assets (“IA”) of RM50, 000.00 or a minimum aggregated Total Financial Assets (“TFA”) of RM250,000.00 or such other amount as the Bank may determine from time to time; and
 - c) Sign and submit the Maybank Privilege application form to the Bank and agree to be bound by the Maybank Privilege Terms and Conditions;
- 2.2 The Maybank Privilege membership is open to all individual customers aged 18 years and above for both Malaysian and foreigners residing in Malaysia including employees of the Bank.
- 2.3 In the event the Customer does not meet or fall below the minimum requirement of the Maybank Privilege eligibility conditions as mentioned in item 2.1(c), the following steps shall be taken prior to terminating the Maybank Privilege membership:
 - a) The Customer shall receive a notification as a reminder on the termination of the Maybank Privilege membership if the Customer fails to meet the Maybank Privilege eligibility condition for 6 consecutive months.
 - b) The Customer’s membership shall be terminated if he/she fails to meet the Maybank Privilege eligibility conditions for 12 consecutive months. The customer shall not be eligible to enjoy Maybank Privilege rewards and services upon Maybank Privilege membership termination.

3. TERMINATION OR CANCELLATION

- 3.1 The Customer shall be required to terminate the Maybank Privilege membership if he/she wishes to be upgraded as Premier Wealth Customer. A customer is not entitled to enjoy both the Maybank Privilege and Premier Wealth privileges offered by the Bank at any one time.

- 3.2 Notwithstanding 3.1 above, the Maybank Privilege membership shall be terminated in the occurrence of the followings:
- a) The Customer closes or refuses to hold the core products i.e. any Current Account or Savings (for those customer prior to March 2018 on boarding) Premier 1 Account / Premier Mudharabah Account-i (for those customer on boarded after March 2018) or,
 - b) The Customer fails to meet the Maybank Privilege eligibility conditions for 12 consecutive months or,
 - c) Notwithstanding the above, the Bank reserves the right to suspend, cancel or terminate the customer's Maybank Privilege membership upon giving 21 calendar days' notice to the Customer.
- 3.3 Upon the termination of the Maybank Privilege membership, the Customer shall cease to enjoy all rewards and services offered by Maybank Privilege.
- 3.4 The Customer who wishes to continue the membership upon cancellation or termination of Maybank Privilege membership shall be required to submit a new Maybank Privilege application form and any additional costs incurred for reissuance of new debit card and other costs related for the re-application shall be borne by the Customer.

4. FEES AND CHARGES

- 4.1 There are no membership fees or charges upon sign up of Maybank Privilege. However, the Bank reserves the right to impose any other fees, charges or levies on any of the services offered upon giving 21 calendar days' notice to the Customer prior the date of implementation. Fees, charges and levies paid by the Customer or deducted from the Customer's account are not refundable.
- 4.2 All participating products in Maybank Privilege are subject to their respective fees and charges as stipulated in each products Terms and Conditions.
- 4.3 The Customer hereby authorizes the Bank to debit any of the Customer's account(s) designated for the payment such as fees, charges or levies from time to time. In the event there is no account designated for this purpose or if the account designated has insufficient funds, the Bank is hereby authorized by the Customer to debit any other account of the Customer held with the Bank for the aforesaid purpose upon giving 21 calendar days' notice to the Customer.

5. MAYBANK PRIVILEGE REWARDS

- 5.1 Only applicants who are successfully registered as Maybank Privilege Customer shall be entitled to TreatsPoints rewards on the new take up of selected Maybank products under Maybank Privilege Rewards by meeting all the criteria set, apart from being rewarded under the existing Maybank TreatsPoints Programme.
- 5.2 The Bank may, upon giving 21 calendar days' notice:
- a) Determine, vary, amend, suspend or withdraw the list of participating products and/or services or any part(s) thereof or,
 - b) Determine, vary or amend the number of TreatsPoints to be awarded with regards to any participating products and/or services purchased by the Customer.
- 5.3 The Bank reserves the right not to award TreatsPoints if the Customer is found to breach the clauses stated in Terms and Conditions of Maybank Privilege and the respective participating products.
- 5.4 The TreatsPoints shall be calculated and credited into Customer's Current Account or Savings Account of which the Customer must select ONE(1) account (if the Customer holds more than one Current Accounts and/or Savings Accounts) and account number to be stated clearly in the Maybank Privilege Application Form upon sign up.

- 5.5 Total number of accumulated TreatsPoints from Maybank Privilege Rewards shall be notified and displayed on Maybank2U.
- 5.6 Maybank Privilege Rewards is applicable for the employees. However, the employee of the Bank who enjoys any form of staff benefits such as preferential/staff interest rate for any of the participating product(s) or account(s) under Maybank Privilege, he/she shall not be eligible for the TreatsPoints rewards for the respective product(s) or account(s). Nevertheless, for the new product(s) or account(s) take up of which is based on the commercial/published rate but not a special rate under staff benefits, the TreatsPoints reward shall be applicable to the employee.
- 5.7 Maybank Privilege participating products inclusive of Islamic and Conventional under Maybank Privilege Rewards:

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| Premier 1 Account | Earn 0.2x TreatsPoints per annum on monthly average daily balance above RM 50,000.00 and capped at RM 150,000.00 on monthly basis upon meeting the minimum requirement on monthly average daily balance. |
| Protection Plan | Earn 1x TreatsPoints for first year premium paid on new policy infomed with annual payment mode on Smart Retirement Plan and Premier Value Savers, Smart Retirement Xtra, Takaful Smart Link and Smart Flexi Care. <i>Note: Total TreatsPoints capped at 50,000 TreatsPoints per policy per customer per year upon policy being enforced</i> |
| Investments | Earn 1x TreatsPoints on total net investment on Unit Trust Funds capped at 20,000 TreatsPoints per annum for any Unit Trust funds with paid sales charge of 3% and above at the point of purchase upon new purchase |
| Maybank Gold Investment Account (MGIA) | Earn 1,000 TreatsPoints with MGIA for new account openings of 10gram or more upon new account opening |
| Financial Empowerment | Earn 0.1x TreatsPoints on total disbursement amount capped at RM500, 000 for Maybank Home Financing per account. Earn 0.1x TreatsPoints on total disbursement amount for Maybank Auto Finance capped at RM100,000 per account Earn 0.1x TreatsPoints on total disbursement amount for Maybank ASB Financing with a minimum financing of RM50, 000 and capped at RM100, 000 loan/financing disbursement amount per account. Upon loan disbursement* |
| Will Writing / Wasiat | Earn 5x TreatsPoints with comprehensive Will Writing/Wasiat package and enjoy unlimited will updates. (Applies to comprehensive Will Writing/Wasiat RM1,080 package) Upon new purchase* |
| PETRONAS Maybankard Platinum Visa or Maybank Islamic PETRONAS Ikhwan Visa Platinum Card-i or Maybank Visa Signature | Earn 10,000 TreatsPoints with new approved application with an accumulated spend of RM4, 500 within 2 months of full activation. To be eligible for TreatsPoints, customer must activate their new PETRONAS Credit Card either at Maybank branches; Maybank2u.com or contact Maybank Group Customer Care at 1300 88 6688 prior to spending. Accumulated spend is calculated based on total principal and supplementary card spending within 60 days from Credit Card Activation day upon spending an accumulated amount of RM4,500 within 2 months of full activation* Apply and activate Maybank Visa Signature with minimum spend of RM2,500 within a month. 5 % cashback for all petrol & grocery (domestic only) for all days capped at RM88 per month. Petrol & grocery transaction will not earn TreatsPoints. |

*TreatsPoints to be given one time for every new product take up

6. TREATSPOINTS REDEMPTION

- 6.1 The Customer may use their accumulated TreatsPoints under Maybank Privilege Rewards and Maybank TreatsPoints Programme for the Bank's prescribed gift items, products or services listed in the Maybank TreatsPoints catalogue after the TreatsPoints have been awarded by the Bank.
- 6.2 Upon termination of Maybank Privilege membership and / or closed of the core account, the Customer may enjoy all unredeemed TreatsPoints acquired during the period of membership unless the Customer is effectively no longer a customer of the Bank.

7. MAYBANK PRIVILEGE OTHER REWARDS

- 7.1 The Bank may from time to time provides other rewards, special offerings, programs and/or campaigns for the benefits of Maybank Privilege Customers such as Lifestyle events and previews, Personalized Service by Personal Financial Advisor (PFA) at all Maybank branches, Priority Queuing at all Maybank branches, Tailored Financial Planning services, providing an exclusive monthly Market Outlook and others. The Bank shall be at liberty to set, introduce or impose any additional Terms and Conditions in relation to the Maybank Privilege rewards.
- 7.2 The Bank reserves the right at its absolute discretion upon giving 21 calendar days' notice to amend, modify, revise, terminate, restrict or suspend all or any of the Maybank Privilege other privileges make available or to be made available to the Customer without incurring any liability to the Customer.

8. INDEMNITY

- 8.1 The Customer shall indemnify the Bank against any claims, losses, damages, costs, liabilities, expenses (including legal costs on an indemnity basis) which the Bank may sustain or suffer in relation to or arising out of or in connection with the Maybank Privilege Services or these Terms and Conditions save where such claims, losses, damages, costs, liabilities and expenses arise from the negligence, fraud or default of the Bank. The Customer shall ensure that the security access codes are not revealed or disclosed to any other persons and agree to keep the Bank fully indemnified for any failure on the part of the Customer to comply herewith.

9. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA UNDER THE FINANCIAL SERVICES ACT 2013 ("FSA") AND THE PERSONAL DATA PROTECTION ACT 2010 ("PDPA").

- 9.1. The Customer consents and authorizes the Bank to collect, process, disclose, transfer, maintain, store and retain their personal data to other entities within the Maybank Group including its branches in Malaysia and in other countries as well as local and overseas subsidiaries and other external parties, including but not limited to the parties/ bodies listed in **clause 22.2** below.
- 9.2. The Customer also consents and agrees to the Bank conducting credit checks and verification of Information given by them in their application for the Banking Accounts or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. The Customer also consent to the Bank's disclosure of my/our financial condition, details of accounts, account relationship with the Bank including credit balances to:-
- a) Government or regulatory authorities in Malaysia and elsewhere, including Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad;
 - b) Companies which are related to the Bank by virtue of Section 7 of the Companies Act 2016, or any associated company of the Bank or of its parent company (the Bank together with its related/associated companies are collectively referred to as "Maybank Group");
 - c) Party(ies) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents) to the Bank;
 - d) The Bank's agents, consultants and professional advisers;
 - e) The Bank's or any of the Maybank Group's assignees;
 - f) The police or any investigating officer conducting any investigation; and
 - g) Any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request.
- 9.3. The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply

any information relating to the Customer collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.

- 9.4. Subject to Customer's express consent, the Customer hereby agrees that the Bank's employees, independent contractor, representatives and/or agents to contact them from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any products or services promotion unless objected to in writing by them.
- 9.5. The Customer also declare that all personal information and data set forth herein is/are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, they shall notify the Bank immediately.

10. COMMUNICATIONS

- 10.1 All notices, demands, or other communication may be given by the Bank to the Customer by facsimile, email, ordinary pre-paid post or delivered personally to the last known address of the Customer and shall be deemed to have been delivered,
- a) If sent by facsimile, on the same day or,
 - b) If sent by email to the Customer's email address as given to the Bank, on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non-delivery or "returned mail" reply message or any message indicating that the email was not successfully sent to the Customer's mailbox; or
 - c) If delivered by pre-paid ordinary post on the next business day after posting if in Malaysia or 5 days after being sent by air mail to another country or,
 - d) If left at the last known address of the Customer, on the day it was so left, notwithstanding that it is not received by the Customer or returned undelivered.
- 10.2 Where the Bank is required to give notice under these Terms and Conditions, the Bank shall be entitled to do so by publication/notification over the Bank's internet banking services, at any of the Bank's branches or through such channels as the Bank may determine at its discretion not later than 21 calendar day before the implementation date.
- 10.3 The service of any writ of summons or any legal process in respect of any action or proceeding hereunder may be sent to the Customer by forwarding a copy of the writ of summons and statement of claim or other legal processes by registered post to the Customer's last known address. It is hereby further agreed that service of such legal process in the manner aforesaid shall be deemed to be good and effectual service of such legal process on the Customer.

11. INSTRUCTIONS

- 11.1 The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur directly or indirectly arising out of or in connection with any Maybank Privilege services due to any reason whatsoever including but not limited to breakdown or malfunction of a computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted or actual acts of terrorism, outbreak of epidemics, an act of God or any circumstances beyond the Bank's control.
- 11.2 Upon request by the Customer, the Bank is hereby authorized (at its sole discretion) to release information relating to the Customer's account, exchange rates or interest rates via telephone, telex or facsimile to the Customer. Such information / rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank.
- 11.3 The Bank is authorized to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS /MMS /Whatsapp sent from the mobile phone advised by the Customer in the Bank's records) telex, facsimile, or other means of telecommunication ('collectively, telecommunication instructions') and the Customer agrees that the Bank is authorized to treat any telecommunication instructions which the Bank in its sole discretion believes emanated from the Customer (after taking reasonable steps to verify the identity of the person giving

or the source of, the telecommunication instructions) as fully authorized by the customer and to rely and act on it accordingly, and the Bank shall not be liable to the Customer for any loss or damage arising in the event such telecommunication instructions in fact came from unauthorized individuals.

- 11.4 The Bank may but shall not be obliged to act on any instruction without inquiring the identity or authority of the person giving or purporting to give such instruction or the authenticity of any telephone or email or fax message and may treat the same as fully authorized by and binding on the Customer regardless of the circumstances prevailing at the time of the instruction or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, and without requiring further confirmation in any form, provided that the Bank officer concerned believed the instruction to be genuine at the time it was given.
- 11.5 The Customer agrees to keep the Bank and its directors, officers, employees, agents and correspondents ('the Bank's Representatives') fully indemnified against all claims, demands, actions, proceedings, damages, (whether direct or indirect), losses (including consequential losses), costs and expenses incurred by the Bank and / or the Bank's representatives arising out of anything done or omitted pursuant to any instruction given by the Customer.
- 11.6 Notwithstanding anything herein, the Bank is not obligated to accept and act upon telecommunication instructions in respect of the following:-
- a) Change in account mandate;
 - b) Change of authorized signatories;
 - c) Grant of Power of Attorney to another person/entity; and/or
 - d) Closure of account(s) and transfer of remaining balance
- 11.7 The Bank may at its sole and absolute discretion terminate the Maybank Privilege Service at any one time if the Bank found that the Customer has misused the services provided.

12. IMPORTANT NOTICE

- 12.1 All statement of account, notices or any other communication sent by post to the Customer at the Customer's last known address stated in the Bank's records shall be deemed to have been duly received by the Customer within 3 working days of posting.
- 12.2 The Customer shall promptly notify the Bank in writing within 14 days from the date the Customer receives or is deemed to have received the statements of account from the Bank of any omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy of any kind whatsoever in the statements of account. Failing which, the Customer shall be deemed to have accepted the entries contained therein made up to date of the last entry in the statements of account as correct, final, conclusive and binding on the Customer of his legal representative and successor. The Customer shall be precluded from making any claims against the Bank by alleging that the statements of account issued by the Bank contained omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy.
- 12.3 Time shall be the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 12.4 The Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank or any company by which the business of the Bank may for the time being be carried on and / or the Customer's death.
- 12.5 These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-

in-title of the Bank and the Customer respectively and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.

- 12.6 These Terms and Conditions are in addition and subject to the agreement and / or rules and regulations governing the operation, services, benefits and privileges in relation to and / or arising under the account(s) of the Customer maintained with the Bank.
- 12.7 Where the context so admits, words importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders, and vice-versa.
- 12.8 The Bank reserves the right at its absolute discretion upon giving 21 calendar days' notice to amend, modify, revise, or set further Terms and Conditions of Maybank Privilege from time to time.

13. FORCE MAJEURE

- 13.1 The Bank shall not be liable to the Customer if it is unable to perform or fail to perform or fail to perform its obligations under these Terms and Conditions, where such delay or failure to perform is caused by a Force Majeure or other perils and any cause or circumstance whatsoever beyond the control of the Bank.
- 13.2 "Force Majeure" means acts of God, fire, explosions, floods, storms, wars, riots, civil commotions, sabotage, embargo, strikes, lockouts, work stoppages or other labour disputes.

14. GOVERNING LAW

- 14.1 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia, and the Customer hereby submits irrevocably to the non-exclusive jurisdiction of the Courts of Malaysia. Nothing in this cause shall limit the right of the Bank to bring or commence any proceedings against the Customer in any other court of competent jurisdiction elsewhere. It is hereby agreed that the Terms and Conditions set forth herein shall be read together with the General Banking Terms and Conditions as well as Terms and Conditions set forth in the Debit Card Agreement which is to be executed by the Customer and the Bank for usage of the Card.