

Quick Balance - Terms and Conditions

Your agreement with us for your use of the Quick Balance service consists of these Quick Balance Service's Terms together with any additional Terms we may give you relating to the Quick Balance service. (The "Terms")

Please read and accept the Terms of the Quick Balance Service before proceeding with your registration.

We grant you a non-assignable, non-transferable, non-exclusive right(s) to use the Quick Balance Service (which shall include any future updates made available to you from time to time which may be subject to additional terms which will be provided to you at the time any update is made available) subject to the obligations and/or restrictions in these Terms.

You shall not sub-license or grant any rights of use or any other rights in respect of the Quick Balance Service to any other person. The rights of use shall commence when you install the Maybank2u Mobile App and successfully register for the Quick Balance service and shall continue until terminated as set out in clauses 9.1 or 10.3.

1 Definitions

"Account" means any account you hold with us which includes savings or current accounts which we have issued you with a current unexpired debit card, credit card accounts and fixed deposit accounts.

"Quick Balance Service" means the Maybank Quick Balance service which can be attained when you download the Maybank2u Mobile Application to an iPhone, or an Android™ mobile telephone from Apple App Store and Android Market

"Quick Balance Services" means those services set out in clause 2.1.

"you", "your" and "yours" mean the person registering for the Quick Balance Service

"we", "us" and "our" mean Maybank, and any agents we appoint to provide all or part of the Quick Balance App.

"Maybank Group" means Malayan Banking Berhad ("Maybank") and its subsidiaries, associated and affiliated companies.

"Device" and "Devices" mean mobile telephones that can be used to access the Quick Balance service.

"Customer Information File" means Maybank Customer Information File created during the registration of a Customer which contains information such as the customer's mailing address, contact information and account information.

2 Using the Quick Balance Service

2.1 You can use the Quick Balance Service to do the following;

- Check balances and view details of your Account
- Select the Accounts that you want displayed and hide the Accounts that you do not want displayed
- View the last 15 transactions on your Account;
- Carry out any other additional service that we may provide in any future update of the Quick Balance service.

You must not use the Quick Balance Service for any other purpose.

You can use the Quick Balance Service in respect of up to three (3) Devices but each Device has to be registered for the Quick Balance Service separately. You will need to log onto the Quick Balance Service, on each occasion you want to use it, with your Quick Balance PIN.

2.2 If you have reached the maximum of three (3) Devices, subsequent Devices will be blocked from registering to the Quick Balance Service. You can de-register a Device anytime by accessing the registered device function in the Quick Balance service or by calling our Customer Care hotline at the number provided in our Website or Mobile App.

2.3 The Quick Balance Service requires a one-time password to be sent to the mobile number that is registered in our Customer Information File. The records in the Customer Information File may not be your recent records or the records may differ from the records stored with other Maybank systems. Therefore, you will be prompted to acknowledge the mobile phone number which the one time password will be delivered to. If the mobile number is not your current mobile number, the delivery of the one-time password can be cancelled and you will be prompted to update your latest mobile number into the Customer Information File by calling our customer care hotline or visiting the nearest Maybank branch.

2.4 You must not carry out reverse engineering of the Quick Balance Service.

3 Responsibilities and availability of service

3.1 The Quick Balance Service delivered as a function within the Maybank2U Mobile App and is available to all Maybank Customers that possesses a Device which supports the Maybank2U Mobile App and Quick Balance Service with a Current or Savings Account and Credit Card Account. A Maybank2u Access is not required to register for the Quick Balance Service.

- 3.2 While we make reasonable efforts to provide the Quick Balance Services, we will not be liable for any failure to provide those services, in part or full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes, in particular, any suspension of the Quick Balance services resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Quick Balance services, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.
- 3.3 You agree that neither Apple nor Google Inc., are under any obligation to provide any maintenance and support services for the Quick Balance Service.
- 3.4 Apple and Google Inc, any mobile telephone network provider and any intermediary making the Quick Balance Service available for download, will not have any responsibilities or obligations to you in relation to the Quick Balance App. This includes (but is not limited to) alleged breaches of a third party's intellectual property rights. All complaints relating to the Quick Balance App should be addressed to us through the available complaints channels. Please refer to item 10.1 for further information on our feedback and complaints channels.

4 Your security duties

- 4.1 You must take all reasonable precautions to keep safe and prevent fraudulent use of your mobile telephone and Quick Balance PIN. These precautions include but are not limited to all of the following, as applicable:
- Never writing down or otherwise recording your PIN in a way that can be understood by someone else;
 - Not choosing a PIN that may be easy to guess;
 - Taking care to ensure that no one hears or sees your PIN when you use it;
 - Keeping your PIN unique to the Quick Balance Service;
 - Not allowing anyone else to have or use your mobile telephone or your PIN and not disclosing your PIN to anyone, including the police and Maybank;
 - Changing your PIN immediately and telling us as soon as possible in accordance with clause 4.3 if you know, or even suspect, that someone else knows your PIN, or if we ask you to;
 - Keeping your PIN and mobile telephone safe;
 - Complying with all reasonable instructions we issue regarding keeping your PIN safe;
 - Once you have logged onto the Quick Balance Service do not leave your mobile phone unattended or let anyone else use your mobile phone until you have logged off;
 - Follow all security measures provided to you by Apple and Android that apply to your use of the Quick Balance service or your mobile phone (although you should never disclose your PIN to them or information about your Accounts with us).

- 4.2 After initial registration we will never contact you (or ask anyone to do so on our behalf), with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately. If you know or suspect that someone else knows your PIN, or has used or tried to use it, or if your mobile phone is lost or stolen you must notify us without delay by calling us at the phone number provided in our website. We may ask you to co-operate with us and the police into the actual or suspected misuse of your PIN, the Quick Balance service or your Account(s). You will be responsible for all losses arising from unauthorised transactions on your Account as a result of;
- You acting fraudulently, or
 - You intentionally or with gross negligence failing to use the Quick Balance Service in accordance with the Terms (including keeping safe your Quick Balance PIN), or
 - You intentionally or with gross negligence failing to notify us in accordance with clause 4.3 if you know or suspect someone else knows your Quick Balance PIN or has used or tried to use your PIN.
- 4.3 You will be responsible for all instructions given by you or anyone acting with your authority between when you log onto the Quick Balance service until you log off the Quick Balance service.
- 4.4 You are responsible for making sure information either shown or stored on your mobile phone is kept secured
- 4.5 You are responsible for making sure that your Device(s) are free from viruses and malware that may compromise the security of the Quick Balance Service.
- 4.6 You are responsible to take necessary steps and precautions in keeping your device safe from viruses and malwares such as by installing a virus detection software/app from trusted and reputable providers.
- 4.7 You are responsible to keep your Device safe from unauthorized physical access.

5 Charges

- 5.1 We do not currently charge for the Quick Balance Service. However, your mobile phone network operator may charge you and these charges may vary if you use your mobile phone to access the Quick Balance Services when abroad.

6 Abnormal and unforeseen circumstances

- 6.1 We will not be responsible to you if we fail to comply with any of the Terms:
- Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
 - Where our failure to comply is due to our obligations under Malaysian law.

7 Suspension of the Quick Balance Service

- 7.1 We may, at any time, suspend your use of the Quick Balance service if we have reasonable grounds which relate to the security or the suspected unauthorised or fraudulent use of the Quick Balance Service; or if we consider there is a significantly increased risk that you will be unable to repay any overdraft on your Account. If the debit card and/or credit card issued to you on your Account is lost or stolen or expires we will suspend your use of the Quick Balance Service in respect of that Account for security reasons. We will do this immediately when we receive notice from you that your debit card and/or credit card has been lost or stolen or when your existing card expires. When you receive a new debit card and/or credit card from us you can remove the suspension by updating us or reregistering to the service or calling our customer care hotline at the number provided in our Website or Mobile App to remove the suspension.
- 7.2 We may suspend your use of the Quick Balance Service if you have not used the service consecutively three (3) months from the date of your last login or registration.
- 7.3 We may suspend your use of the Quick Balance Service due to legal obligations that apply to us.
- 7.4 Although having access of our Maybank2U Internet Banking or Mobile Banking is not a prerequisite to accessing Quick Balance we may also suspend your Instant Balance Service if your Maybank2U access is suspended.

8 Termination of Services

- 8.1 You can end the Quick Balance Service at any time by selecting deregistering all devices from the menu in the Service or by contact our Customer Care Hotline and requesting a Deregistration from the Quick Balance Service.
- 8.2 We can end Quick Balance Service with you immediately in the following situations;
- If you have not used the Quick Balance App for 6 consecutive months from the date of your last login or registration. You will have to re-register in order to use the Quick Balance App again; or
 - If you have breached any of the Terms of the Quick Balance Service
 - There has been or we suspect there has been fraud involving any of your Accounts or any transactions on any of your Maybank accounts; or
 - If there has been or we suspect there has been suspicious activity on your Account; or
 - We have reasonable grounds to suspect that your PIN has not been kept safe; or
 - We have reasonable grounds to suspect unauthorised or fraudulent use of your PIN; or
 - If we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Account; or
 - If you have not satisfied any anti-money laundering requirements; or
 - If we have demanded that you repay an overdrawn balance on your Account to us and you fail to do so.
 - If the App is withdrawn by Apple and Google Inc.

- 8.3 We reserve the right to terminate the Quick Balance Services for any reasons whatsoever, provided that we give you fourteen (14) days prior written notice.
- 8.4 You must deregister the Device from the Quick Balance Service if you change your mobile telephone or dispose of it.
- 8.5 Upon termination of the Quick Balance Service for any reason; All rights granted to you in respect of the Quick Balance Service will immediately end.

9 Variation

- 9.1 We reserve the rights to add, modify, delete or vary any of these Terms by giving a notice within 21 days from the date the additions, modifications, deletion or variations are made. Please refer to the clause 11.1 on Notices.
- 9.2 You agree to view these Terms regularly and your continued access or use of the Quick Balance Services after any such additions, modifications, deletions or variations become effective will constitute your acceptance to the variation of these Terms.

10 Dispute and Enquiries

- 10.1 If you have any enquiries or require any assistance, please Customer Care Hotline at the numbers listed in our Internet or Mobile App. In addition, you are advised to review our Privacy Policy, Security Statement and Client Charter in this website.

11 Notices

- 11.1 You hereby consent to all notices and other communications in relation to the Quick Balance Service or as required under these Terms to be given by us in any one of the following manners:
 - a) By ordinary post to your last address in the Bank's records and such notification shall be deemed received two (2) days after posting.
 - b) By electronic mail to your last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending.
 - c) By being displayed on the Bank's premises and such notification shall be deemed effective upon such display.
 - d) 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.
 - e) By inserting a notice in the Bank's Statement of Account to you 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 you.
 - f) Broadcasting a message on the Maybank2u.com website.
 - g) If notified to you in any other manner as the Bank deems fit.

12 Laws and Jurisdictions

12.1 The terms will be governed by the Laws of Malaysia and all disputes shall be resolved by the Courts of Malaysia.

13 Miscellaneous

13.1 These Terms set out your agreement with us concerning our use and sharing with other parties of information about you. Without limiting the Terms set out for Maybank2u, you agree that we may use other Maybank Group companies and/or third parties to provide the Quick Balance service on our behalf.

13.2 If any part of the Terms becomes void, illegal or unenforceable, this will not affect the validity of the remaining Terms

14 Governing law and language

14.1 The Terms are governed by the laws of Malaysia as are our dealings with you. You agree to submit to the exclusive jurisdiction of the courts of Malaysia.

15 Disclosure of Customer Information and Personal Data under the Financial Services Act 2013 ("FSA") and the Personal Data Protection Act 2010 ("PDPA")

15.1 Subject to your express instruction restricting disclosure (if any) for the purposes of marketing activities, you consent to and authorize us to collect, process, disclose, transfer your 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 below for the maintenance, storage and retention of your personal data, within or outside of Malaysia, in order to process your application for products and services and subsequently to continue performing the contractual agreements entered between you and any entity within the Maybank Group.

15.2 We strictly abide by the Personal Data Protection Act 2010 (PDPA). Please refer to our privacy notice in this App by accessing 'Contact Us' and selecting the 'About Us' option for further information on the policy.

15.3 You consent on us conducting credit checks and verification of information given by you in your application for the this Instant Balance service or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. You also consent to our disclosure of your financial condition, details of accounts, account relationship with us including credit balances to:-

- 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;
- companies which are related to the Maybank Group by virtue of Section 6 of the Companies Act 1965, or any associated company of or of its parent company
- party(ies) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents) to the Maybank Group;
- the Maybank Group's agents, consultants and professional advisers;
- the Maybank Group's or any of the Maybank Group's assignees;
- the police or any investigating officer conducting any investigation; and
- any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request.

15.4 We may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to you collected, compiled, or obtained by us through or by whatever means and methods for such purposes as determined by us.

15.5 Subject to your express consent, you hereby agree that our employees, representatives and/or agents to contact you 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 you.

15.6 You 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, You shall notify us immediately.