



Maybank **Investment Bank**

Maybank Investment Bank Berhad
Terms and Conditions

for

Mobile Trading

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GENERAL

These terms and conditions shall apply to your use of this Mobile Application provided by Malayan Banking Berhad and/or Maybank Investment Bank Berhad (“Bank”). These terms and conditions are in addition to, and shall be read in conjunction with, any applicable terms and conditions governing any transaction(s), product(s) and/or service(s) arising from or related to the Mobile Application, including without limitation, all applicable terms and conditions relating to online trading.

Please read and understand these terms and conditions carefully. By using this Mobile Application, you unconditionally and irrevocably agree that your usage of this Mobile Application will be governed by and bound by these terms and conditions without limitation or qualification, including any amendments made thereto from time to time and you shall also be responsible for compliance with any laws and regulations applicable to you. Please refrain from using this Mobile Application should you not agree to all or any of these terms and conditions.

1. SCOPE OF USE

- 1.1 The Mobile Application is intended for your own personal non-commercial use and accordingly you may not deal with the Mobile Application or any of the data contained therein in any other manner.
- 1.2 You should be aware that access to, and transmission of information through, telecommunications channels is unpredictable in nature and depends on, amongst other, network coverage, technical failures, third party activities and other events beyond control. In addition, the Bank may, from time to time, have to suspend the Mobile Application to make changes to it, to correct technical problems that may have arisen or to carry out maintenance work. As such, all rights to allow access and/or to use the Mobile Application are reserved and the Bank shall have no liability whatsoever due to inaccessibility or unavailability of the Mobile Application.
- 1.3 Further, due to the nature of the service, information transmitted through the Mobile Application may be subject to time lags or delay. As such, you agree that the Bank shall not be held responsible or liable for the timeliness of the information transmitted.
- 1.4 While using the Mobile Application, your telecommunications service provider may impose subscription charges and other fees. You acknowledge that you shall be responsible for these charges and to maintain a compatible mobile device and data connection at your own expense.
- 1.5 Making the Mobile Application available is not and should not be construed as an offer, invitation, recommendation or solicitation by the Bank to buy or sell any goods, products, services or securities nor is the Mobile Application intended to, directly or indirectly, offer any investment, legal, accounting, tax or financial advice to any party. You are advised to make your own independent evaluation and/or to consult your own professional advisers before undertaking any transaction.

2. PROPRIETARY RIGHTS

- 2.1 You acknowledge that the proprietary rights in all aspects of the Mobile

Application vest with, or are controlled by, the Bank and its licensors.

3. DISCLAIMER AND LIMITATION

- 3.1 You acknowledge and agree that the Mobile Application is provided on an 'AS IS' and 'AS AVAILABLE' basis and your use of the Mobile Application is at your own risk. The Bank disclaims any and all warranties and representations, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose or use of the Mobile Application, including the results and interpretation obtained therefrom. The Bank also disclaims any and all warranties and representations, express or implied, as to the accuracy, completeness, reliability, timeliness or fairness of the Mobile Application.
- 3.2 Although care has been taken, the Bank does not warrant that the functions in the Mobile Application will be free of any virus or other harmful elements or that the information transmitted through the Mobile Application will be secure or free from third party intervention.
- 3.3 Accordingly, in no event whatsoever shall the Bank, its affiliates and related companies and their directors, officers, agents, representatives and/or employees have any liability to you or to anyone else for any direct, indirect, special or consequential losses or damages that may arise from the use of, or your inability or access or use, the Mobile Application, including loss of profits or goodwill even where the possibility of the same have been advised.

4. INDEMNITY

- 4.1 By using the Mobile Application, you agree to indemnify and hold harmless the Bank, its affiliates and related companies and their directors, officers, agents, representatives and/or employees from any and all actions, proceeding, losses, claims, demands, expenses, costs and damages whatsoever which may be sustained, incurred or suffered by the Bank, its affiliates and related companies and their directors, officers, agents, representatives and/or employees arising, directly or indirectly, in connection with your use of the Mobile Application, whether authorized or unauthorized.

5. THIRD PARTY MATERIALS

- 5.1 Certain data, information or applications comprised in the Application are, or may in the future be, provided by third parties ("Third Party Materials") and accordingly you acknowledge and agree:
- 5.1.1 In no event shall the Bank be liable for any suspension, delay, unavailability, failure or interruption of the Third Party Materials;
- 5.1.2 The availability of any Third Party Materials shall immediately cease, without any liability on the part of the Bank, upon discontinuation or termination of the provision such Third Party Materials; and
- 5.1.3 The Bank have not and will not independently verify such Third Party Materials and makes no guarantee, representation or warranty as to the adequacy, accuracy, completeness, reliability, timeliness or fairness of the same and it should not be relied upon as such.

5.2 In addition, in some cases the Mobile Application may contain hyper-links to third parties' websites. These websites are provided for your ease of reference only and the Bank have no responsibility for the conduct, content or operation of those websites nor shall the inclusion of these websites be construed as a recommendation or endorsement by the Bank.

6. AMENDMENT AND TERMINATION

6.1 The Bank may amend all or a part of the Mobile Application at any time.

6.2 The Bank may also cease providing the Mobile Application at any time for any reason whatsoever, with or without notice.

7. GOVERNING LAW

7.1 These terms and conditions are governed by, and is to be interpreted in accordance with, the laws of Malaysia.