

## Terms and Conditions for MAE

You may apply and register for MAE provided by Maybank and its authorized manager, Maybank Islamic. By you using MAE, you agree to be bound by the following terms and conditions which were made available to you at the time of application, registration and/or at the time of collection of the debit card from us. These terms and conditions will be binding on you immediately upon your use of MAE.

MAEs registered starting from 20 March 2020 will be managed by Maybank Islamic and MAEs that were registered prior to 20 March 2020 will continue under Maybank. For MAEs under Maybank, you have the option to have it managed by Maybank Islamic and you can contact us for the switching.

### 1. DEFINITIONS & INTERPRETATIONS

1.1 Unless otherwise expressly specified, the following definitions shall apply to these Terms and Conditions:

“App” or “Maybank2u Mobile Application” or “Mobile App”	means, an application or a service platform downloaded by a user to a mobile device;
“Bank Group”	means, collectively, the Bank, all corporations which are related to the Bank within the meaning of Section 7 of the Companies Act 2016, and all associated companies of the Bank or of the Bank’s parent company, and “Bank Group Member” means any one of such entities;
“Bank’s Website” or “Maybank2u” or “M2U”	means <a href="http://www.maybank2u.com.my">www.maybank2u.com.my</a> ;
“BNM”	means the Central Bank of Malaysia / Bank Negara Malaysia;
“Biometric Authentication”	means authentication using biological characteristic in accordance with the terms and conditions is made available at <a href="http://www.maybank2u.com.my">www.maybank2u.com.my</a> ;
“e-Commerce”	means electronic commerce, being the exchange of goods and services for payment made between the MAE Holder and merchant where all of the Transactions are performed via electronic communications;
“Force Majeure”	means events or situations beyond the control of the Bank which include but is not limited to:- (a) earthquakes, floods, fire, plague, epidemic, pandemic acts of God and other natural disasters; and/or (b) terrorism, riots, civil commotion or disturbances, war whether declared or not and strikes; which lasts for three (3) months or more;

“Maybank”, or “MBB”, or “the Bank”, or “we”, or “us”, or “our”	means Malayan Banking Berhad (Company No. 196001000142), having its registered address at 14th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur;
“Maybank Islamic”	means Maybank Islamic Berhad (Company No. 200701029411), a subsidiary of Maybank and the authorized manager of Islamic MAE accounts.
“Maybank QRPay” or “QR”	means in accordance with the terms and conditions for buyers or senders using Maybank QRPay function available on Maybank Mobile Application, is made available at <a href="http://www.maybank2u.com.my">www.maybank2u.com.my</a> ;
“Maybank Secure2u”	means a method to authorize transactions using secure verification and secure TAC. Secure verification is a feature that allows user to approve or reject Maybank2u selected web and mobile transactions directly from their smartphones or devices;
“MyKad”	means Malaysian National Registration Identity Card;
“e- Statement”	means the statement setting out the transactions history accessible by the MAE Holder from the Bank’s mobile application or website;
“Push Notification”	means notifications via mobile application;
“Sanctions Law”	means any sanctions directive or order administered or enforced by Malaysia or other relevant regulatory authorities against any individuals or entities which are located, organized or resident in a designated country or territory.
“Stored Value”	means any amount remaining in MAE that is available for Transactions using MAE;
“Stored Value Currency”	means currency in Ringgit Malaysia;
“TAC”	means Transaction Authorization Code used to approve transaction;
“Top-Up”	means the adding of monetary value to MAE;
“Transaction”	means all the transactions debited from MAE including those for the purchase of goods and obtaining of services or bill payment or purchases and payments to merchants;
“MAE”	means the electronic money facility of the MAE Holder opened with Maybank;

- “MAE Holder” or “you” means the person to whom MAE is opened and registered under a full name and identification number (either MyKad or Passport) as the authorized user to use MAE.
- “Wakalah” means an agency contract whereby you appoint Maybank Islamic to act as your payment agent for Transactions using MAE.

1.2 In these Terms and Conditions unless the context otherwise requires:

- (i) references to any legislation or provisions thereof shall include any statutory modification and re-enactment of any legislative provisions substituted therein and all legislation and statutory instruments issued by such legislation or provisions;
- (ii) references to any document or agreement shall be deemed to include references to such document or agreement as may be amended, novated, supplemented, varied, or replaced from time to time;
- (iii) references to clauses shall be read in the case of sub-clauses, paragraphs, and sub-paragraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;
- (iv) references to any Party to this Agreement or any other related or annexed document or agreement shall include its successors-in title or permitted assigns;
- (v) headings to clauses are for convenience only and shall not affect the interpretation thereof;
- (vi) words denoting the singular shall include the plural and vice versa;
- (vii) words denoting individuals shall include both legal and natural persons and vice versa;
- (viii) words denoting gender shall include all genders; and
- (viiii) all annexures and schedules attached hereto shall be construed as an essential part of this Terms and Conditions.

**2. ACCEPTANCE OF MAE**

2.1 Upon your successful application and registration of MAE, we shall make available the MAE facilities to you subject to these Terms and Conditions. Upon the opening or use of MAE, you agree to be fully bound by these Terms and Conditions, Maybank2u Online Banking Services Terms and Conditions and the Terms and Conditions of Maybank QRPay made available at [www.maybank2u.com.my](http://www.maybank2u.com.my).

2.2 You must be above the age of eighteen (18) years upon application and/or registration of MAE. In the event that you are below the age of eighteen (18) years (“minor”), you must obtain the consent of your parent and/or legal guardian to use MAE. Your use of MAE is an acknowledgement to us that you have obtained the prior consent of your parent and/or legal guardian. These Terms and Conditions will be applicable to your parent and/or legal guardian in substitution of the applicability of this Terms and Conditions on you. However, for MAE card application, the bank will contact your

parent or legal guardian to obtain consent after your application. The bank may request your parent or legal guardian to email or fax the bank your birth certificate and parent/legal guardian ID. Failing which, the bank reserve the right to close or hold your MAE card and account until you are present at any Maybank branch together with your parent or legal guardian for identity verification.

- 2.3 You acknowledge and agree to subscribe to receive Push Notification service from us and to subscribe to Maybank Secure2u services upon application and/or registration of MAE. The services provided are part of our Maybank2u service, and shall be read in conjunction with the Terms and Conditions of Maybank2u Online Banking Services, which is made available at [www.maybank2u.com.my](http://www.maybank2u.com.my).
- 2.4 You acknowledge and agree to the terms and conditions of Biometric Authentication service provided including but not limited to fingerprint scanning (known as Quick Touch), face identification or voice identification upon application and /or registration of MAE.
- 2.5 The acceptance for opening MAE shall be at our discretion. You acknowledge and agree that we may refuse to accept application to open MAE without having to inform you of the reasons for such refusal.
- 2.6 Without prejudice to our rights above, we reserve the right not to accept the application to open MAE upon being notified or becoming aware of any legal proceedings including any bankruptcy proceedings have been instituted against you.
- 2.7 You undertake not to disclose your Maybank2u username and password created to access MAE to any person. You are liable for any debit entry on MAE arising from any unauthorized transaction. We will not be held responsible for any unauthorized transaction as a result of such disclosure by you.
- 2.8 You acknowledge and agree to receive a virtual card linked to MAE that can be viewed on Maybank2u mobile banking application. The terms and conditions and product disclosure sheet which is made available at [www.maybank2u.com.my\\_for](http://www.maybank2u.com.my_for) debit cards shall also be applicable for the virtual card linked to MAE.
- 2.9 You acknowledge and agree that any funding into MAE from a debit card, savings account or current account shall not be used for any impermissible activities.
- 2.10 This product is not protected by Perbadanan Insurans Deposit Malaysia (PIDM).
- 2.11 We reserve our right to freeze and/or close your MAE for any reason unless not permitted by law including but not limited to:
  - (i) Suspicious transactions;
  - (ii) MAE was created under/with a fictitious name or MyKad or Passport or any other information that was deemed fraudulent at the time of registration; and/or
  - (iii) MAE was created using suspicious MyKad or Passport image or selfie.
  - (iv) MAE created without any transaction for 3 months from the date of creation.

2.12 Upon being made aware of any report made on stolen identity used to create your MAE, we reserve our right to freeze your account and/or MAE until the investigation is completed and the Bank is satisfied that you can continue to use your MAE. We may at any time request you to visit our nearest branch to perform the necessary verification of your identity.

2.13 If you wish to close your MAE, you are required to zero-rise the balance in your MAE before visiting our branch to close the account.

### **3. SHARIAH CONTRACT**

3.1 You acknowledge that MAE opened by you with us and managed by Maybank Islamic will be based on Shariah contract of Wakalah.

3.2 You hereby irrevocably appoint Maybank Islamic as your payment agent for Transactions using MAE.

3.3 For the purpose of Clause 3.2, Maybank Islamic shall at all time be the non-exclusive agent.

### **4. COVENANTS BY MAE HOLDER**

4.1 The MAE Holder covenants with the Bank as follows:

- a) that only the MAE Holder who has been successfully registered by the Bank shall be entitled to use MAE;
- b) to exercise all possible care at all times to ensure the safety and confidentiality of your Maybank2u username and password;
- c) to notify the Bank promptly in writing of any changes to your particulars provided to us during the application/registration of MAE and to provide any other details as we may request from time to time;
- d) to comply with all other conditions for the use of MAE and any conditions that may from time to time be imposed by the Bank;
- e) for MAE managed by Maybank Islamic, to use MAE solely for Shariah compliant purposes only including but not limited to purchasing goods and services, bill payments, QR payments and any other transactions that may be determined by us from time to time.
- f) to not to use MAE for any business purposes and/or unlawful activities including but not limited to illegal online banking, betting or gambling;
- g) to ensure that the total Stored Value shall at all times not exceed RM4,999.99 for customer without MAE Visa Debit Card, RM10,000.00 for customer with MAE Visa Debit Card or any other amount as may be determined by us; If you are interested to open an account which exceed the said maximum limit, you may walk into our nearest branch to open up an Islamic Current, Savings or Daily Fund-i account or equivalent conventional account, as the case may be;
- h) to ensure that the Transactions to be effected using MAE and monies or funds to be used for "Top up"/ reload of MAE are neither obtained from any unlawful source nor related to any

unlawful activities under legislations including the Financial Services Act 2013 (“FSA”) & Anti-Money Laundering And Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“AMLATFPUAA”).

- i) MAE Holder who has successfully switched to a Shariah-Compliant MAE cannot revert to the previous MAE account.

For the above circumstances and provided no actionable wrong on our part is proven in a court of law, we will incur no liability to you. You also agree to release us from all liability and to indemnify and hold us harmless from any loss or damages that you may suffer as a result of our decision to suspend your MAE and delay, block or refuse a Transaction.

#### **4. MANNER OF USE**

- 4.1 You will comply with all requirements, directions, instructions and guidelines for use of MAE issued by us from time to time in respect of all credit, banking facilities and services rendered to you.
- 4.2 You will be liable for all charges and advances arising from all transactions, whether authorized or unauthorized, effected with MAE.
- 4.3 Notwithstanding any other provisions set out herein, we may at any point of time with or without notice decline to renew, cancel, revoke, suspend, block or restrict the use of your MAE or to block a transaction made through MAE upon the occurrence of any one of the following events but not limited to:-
  - a) MAE is used for payment for any illegal purchases;
  - b) MAE is used for payment for any unlawful transactions or transactions that will or is in breach of the laws of Malaysia;
  - c) MAE is used for purchase of goods and services that will be resold i.e. not for personal use of the MAE Holder;
  - d) use of false identity to open and operate MAE; and/or
  - e) use of MAE for the purpose of Money Laundering and Terrorist Financing (MLTF) activities.

The opening and use of MAE shall be subject to all provisions of FSA, IFSA, AMLATFPUAA and all regulations and directives made thereunder by BNM. You agree to release us from all liability from any loss or damages that you may suffer as a result of our decision to decline to renew, cancel, revoke, suspend, block or restrict the use of your MAE or to block a transaction made through MAE..

#### **5. FEES AND CHARGES**

- 5.1 The e-Statement made available on MAE is free of charge.
- 5.2 Where applicable, you will be notified through publication/posting at our website of any changes or fees that you may incur for any services provided by us. You shall keep track of the current fees or charges imposed by us at our website. You shall be notified of any changes to these Terms and Conditions within twenty-one (21) days’ prior to the date of implementation.

5.3 You will be liable for and will indemnify us on all claims made against us and all penalties, charges, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which we may reasonably incur as a result of any expenses incurred by us in the enforcement of our right and entitlement under this Terms and Conditions and the recovery of monies owed by you to us under your MAE and for any other reasonable fees and charges imposed by us for services and facilities rendered to you.

## **6. TERMINATION/WITHDRAWAL/SUSPENSION OF USE OF MAE**

6.1 MAE shall remain our property at all times and you shall not transfer or otherwise part with the control or possession of MAE for any use or purpose unauthorized by us.

6.2 We are entitled at any time to terminate the use of, withdraw or suspend the use of MAE or otherwise refuse any Transaction to be effected on MAE if we are made aware of any breach of the Terms and Conditions by you.

6.2 You hereby agree to release us from all liabilities and to indemnify us and hold us harmless against any claims or demands whatsoever arising directly or indirectly from the withdrawal of, suspension of or refusal to effect any Transactions on MAE including any purported claim for defamation or for any losses.

6.3 In addition to our rights set out above, we may at any time terminate the use of and withdraw MAE upon the happening of any and/or all the following events or any of them:

- a) you are adjudicated bankrupt or become insolvent, die or becomes insane;
- b) any of your real or personal property is the subject of a levy of execution, writ of attachment, or any other legal encumbrance; and/or
- c) you fail to comply with any of the provisions set out in this Terms and Conditions.

6.4 You may terminate your MAE by a formal written request to us. Termination of the MAE by you shall not affect your liability for any monies payable to us up to date prior to and up to the date of termination.

6.5 Upon cancellation of MAE or upon revocation, suspension, termination or restriction on the use MAE by you, all outstanding monies due under MAE and any deficiency in Stored Value shall be deemed as monies payable to us by you, and shall become due and payable immediately and you shall upon demand by us, settle in full to us, failing which we shall proceed to take any action deemed necessary to recover the same.

6.6 Upon cancellation of MAE or upon revocation, suspension, termination or restriction on the use of MAE by you, you may redeem the Stored Value by way of the mode of redemption provided by us.

## **7. LIABILITY OF MAE HOLDERS**

7.1 You will be fully liable for all Transactions effected through MAE and the username and password whether performed with or without your knowledge or authority.

7.2 You will take reasonable precautions not to disclose your username and password to any unauthorized persons. You will upon discovery of your MAE is being compromised, thereof

immediately notify Maybank Group Customer Care (with confirmation in writing within a reasonable period thereafter). You will make a police report and a copy of the same shall be extended to us.

- 7.4 You will be liable and remain liable for all Transactions incurred from the unauthorized usage of MAE if investigations by us and/or the authorities reveal that you were directly or indirectly involved in the procurement of any merchandise or services through the use of MAE.
- 7.5 We must be notified, in writing, immediately of any attempt/unauthorized transactions and you will be responsible for any transaction or use of MAE prior to the receipt of such notification by us.

## **8. DISCLAIMER OF LIABILITY BY BANK**

- 8.1 You will not hold us liable if your information was used by another person to open/register a MAE due to identity theft provided we have done the requisite checkings.
- 8.2 In the event of any actual or apparent identity theft or unauthorized use of personal information, we will make reasonable efforts to investigate the matter and liaise with the relevant authorities.
- 8.2 We will not be liable for any losses or damages caused to you arising from any act or omission on the part of a merchant including refusal by the merchant to accept the payment or any defect or deficiency in any goods or services provided by the merchant. You will resolve all complaints, claims and disputes against the merchant directly with the merchant and not through us. You shall not to enjoin us in any such claim and/or dispute or legal proceedings against the merchant. We shall not be liable for any payment remitted to the merchant notwithstanding any claim and/or dispute that you may have against the merchant. Where there is a dispute to a Transaction, the amount deducted for payment towards the disputed Transaction will not be refunded unless we determine after an investigation that you are not liable for the disputed Transaction. Any monies to be refunded shall be credited to MAE.
- 8.3 You shall absolve and exempt us from all liability whatsoever if the payment is not accepted by any merchant.

## **9. ENQUIRIES / COMPLAINTS / COMMUNICATION**

Any complaint in relation to MAE shall be directed to the Maybank Group Customer Care.

Maybank Group Customer Care,  
Lot 12, Jalan Astaka U8/84,  
Section U8, Bukit Jelutong,  
40150 Shah Alam,  
Selangor.

Telephone no.: 1300-88-6688  
Overseas telephone no.: +603-78443696  
Fax no.: 1300-88-8899  
Email address: mgcc@maybank.com.my

## **10. TOPPING UP / MAXIMUM STORED VALUE / DEBIT BALANCE**



- 10.1 You may “Top Up” and pay monies into MAE in the following manner or any other such manner which we may prescribe from time to time:-
- a) funds transfer from any of your other accounts held with us in any manner permitted by us;
  - b) inter-bank money transfer from your other accounts held with other banks;
  - c) locally issued Debit Cards (MasterCard and Visa); and/or
  - d) any local Maybank Cash Deposit Machine (CDM) or Smart Recycle Machine (SRM).
- 10.2 “Top-Up” shall not be considered to have been made until the relevant “Top-Up” has been received and processed for value by us.
- 10.3 The maximum Stored Value that you may credit to MAE is RM4,999.99 for customer without MAE Visa Debit Card, RM10,000.00 for customer with MAE Visa Debit Card or any other amount as may be determined by us. Nevertheless if as a result of any error or other circumstances, our system permits your Stored Value to exceed RM4,999.99 or any other amount as may be determined by us, we will notify you of such excess and require you to fully utilize such excess or redeem such excess by way of the mode of redemption within 14 days from the date of the Bank’s notification.
- 10.4 If as a result of any error or other circumstances:
- a) you debit an amount in excess of your Stored Value; or
  - b) a Transaction exceeds the Stored Value; and/or
  - c) the MAE’s Stored Value is not sufficient to cover any fees and charges and any of the above creates a debit balance on the MAE, such debit balance shall be an amount due to us and you will repay such debit balance due to us within 14 days from the date of our request for repayment. Such a repayment may be made by you by way of “Top Up” in an amount that equals to or exceeds such debit balance. Any amount of the “Top Up” in excess of the debit balance shall be treated as Stored Value.
- 10.5 You will accept full responsibility for all Transactions made by the use of MAE and shall accept our record of Transactions as binding and conclusive and you also agree to the following :
- a) for any cash deposit made at the CDM or SRM to reload MAE, you shall accept the deposit amount as printed onto the CDM or SRM receipt and the entry thereof in our records as correct. In the event of cash jammed, the deposit amount shall be deemed to have been received by us upon verification by two (2) of our officers;.b) we shall not be held liable, in the absence of willful misconduct or gross negligence on our or our agent’s part, for any loss or damage you may suffer arising out of the services offered by us and our agents;
  - c) we shall not be held liable for any loss or damage if a wrong MAE number is keyed in by you in the course of utilizing the services offered by us and our agents;
  - d) we will not effect any payment order or instruction unless there is sufficient balance in your MAE on the payment order or instruction date and we shall not be liable for any losses or damages. All payment order or instruction will be void if your MAE is closed or the payment order or instruction is cancelled on or before payment date;

- e) we reserve the right to add or withdraw any merchant without assigning any reason and shall not be held liable for any loss or damage suffered as a result of such action;
- f) we shall not be held liable for any loss or damage arising from any mistake in the registering of any bill details, including but not limited to reference number due to your failure to register the correct details or failure to update us of any changes;
- g) you hereby authorize us to debit your MAE for the charges levied on the bill payment service;;
- h) for all top-up transactions processed via Mastercard/Visa, no disputes will be entertained. You will not be able to raise a chargeback claim for such transactions which have been processed. For debit card top up to MAE, we reserve the right to change the rules of the debit card top up authentication. Debit card top up is subject to chargeback fixed by Visa and Mastercard; and
- i) we reserve the right to suspend, revoke and/or block any reload or top up to MAE which we discover and/or where we have been informed by any third parties (including the police, Bank Negara Malaysia, MasterCard, Visa and/or other banking institutions or other relevant parties) to be irregular, suspicious, illegal or unauthorized, and we shall be entitled to take any action against you as we may deem necessary for such transaction, including blocking suspending and/or terminating the MAE.

## **11. ELECTRONIC COMMERCE (e-COMMERCE)**

- 11.1 You agree that our record of any e-commerce transaction(s) effected by the use of MAE shall be conclusive and binding on you. The MAE Holder shall be liable for all charges and advances whatsoever arising from all e-commerce transactions, whether authorized or unauthorized, effected with MAE.
- 11.2 We are not responsible and shall not be liable for the goods and services purchased with MAE through online via the internet or any other means by which you have authorized. We are not responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services (including any defects or deficiency in any goods or services) purchased by you from any online merchants using MAE. All disputes involving the same should be addressed directly to the merchants from whom the relevant goods and services were purchased. You agree to settle all disputes directly with the merchant. You shall not be entitled to set-off or counterclaim against us or to withhold payment to us on account of such complaint or under any circumstances whatsoever in respect of your claim against the merchant. You shall not initiate any claim or take legal action against us for any claim that you take against the merchant or for any issues with regards the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services that you have purchased from the merchant.
- 11.3 By using MAE to purchase goods and/or services through the online internet sites or portals, you will be responsible for the security of such use at all times. You agree that the entry of your Maybank2u username and password information on the internet shall be sufficient proof of the authenticity of such instructions. We are under no obligation to verify the identity or the authority of the person entering your Maybank2u username and password information and we shall not be liable for acting on such use of MAE regardless of whether the person is authorized or unauthorized

and regardless of the circumstances prevailing at the time of the transaction. However, we reserve our right to block, suspend or decline any such transaction over the internet if we have any reason to doubt its authenticity or if in our opinion it is suspicious in nature, unlawful or otherwise improper to do so or for any other reason.

## **12. IN-APP PURCHASES**

- 12.1 Upon launching the App, you can click on the list of participating merchants (“Merchants”) button to view the Merchant’s products.
- 12.2 Upon clicking on the desired Merchant’s button, you may be re-directed to a 3<sup>rd</sup> party website to browse the catalogue of available products/services. Should you decide to make a purchase, the App will prompt you to login to the Maybank2u Mobile Application and input the password. A check-out page will appear and you will need to request for a TAC or Secure2U authorization to authenticate the transaction. You will thereafter receive a successful transaction notification from the mobile application.
- 12.3 All matters on fulfilment of the purchase is between you and the Merchant and we shall not be held liable in any manner whatsoever including but not limited to loss or theft of the goods/services purchased.
- 12.4 You hereby agree that we have the right to discontinue the In- App services without any prior notice. We agree that all purchases made prior to the discontinuation date of the services will be honoured.
- 12.5 You may choose the payment account, a savings account and/or current account, for the purchases made for the In-App purchases. You will ensure that the accounts selected have sufficient balance prior to making to the payment for the purchases.
- 12.6 In the event of any dispute on the transaction made through the In-App purchase, you will lodge an official complaint to us by contacting our Maybank Group Customer Care at per the details provided at clause 9 above. Proof of transactions will be required to be produced.
- 12.7 Upon determining the validity of the dispute, you will be refunded within fourteen (14) days from the date of determination and the amount will be credited into the account. Any request to refund the amount into any other account is subject to our approval.
- 12.8 Any dispute involving on the part of fulfilment of the Merchant, you must raise the complaint directly to the Merchant through the Merchant’s official complaint platform. We will not be held liable for disputes involving Merchant’s fulfilment. Any refunds pursuant to such disputes shall follow the process as per clause 12.7.
- 12.9 The list of participating Merchants shall be made visible in the App directly and may be amended and updated from time to time.

### **13. e-STATEMENT**

- 13.1 You will receive an electronic monthly statement (e-Statement) showing the amount of your purchases of goods and/or services, fees and charges incurred your MAE including any payments or reloads made and recorded by us. The e-Statement will contain information about the Stored Value or Transactions history that can be accessed on our website and via the Mobile App by logging into M2U MAE with your registered username and password.
- 13.2 The e-Statement will be sent to you via email to the email address provided at the time of registration of MAE or can be viewed/downloadable from Maybank2u website.
- 13.3 The e-Statement will contain the Transactions history, fees and charges that took place in the past 48 hours and retain the Transactions history, fees and charges of the last 90 days.
- 13.4 The records and entries in the monthly e-Statement of MAE shall be deemed to be correct and binding on you unless we are notified of any disputes or errors within twenty one (21) days failing which you shall be deemed to have accepted the entries contained in the e-Statement as correct and as final and you shall not make any claims against us by alleging that the said e-Statement contains any error, discrepancy or inaccuracy.

### **14. DEFAULT**

- 14.1 Upon the cancellation of MAE or upon the revocation, suspension or restriction of your rights, on our demand, you will immediately settle your MAE in full or in part as required or as agreed upon by us.
- 14.2 Notwithstanding any other provisions of this Terms and Conditions, you will indemnify us for any loss or damage, costs and expenses, fees and charges, which we may reasonably incur in enforcing or attempting to enforce payments due to us under this Terms and Conditions against you .

### **15. RIGHT TO SET OFF, CONSOLIDATION AND RIGHT TO DEBIT**

- 15.1 We may by giving you not less than seven (7) days' prior written notice, set-off or transfer any monies standing to the credit of any of your accounts with us towards the reduction and/or discharge of any sums payable to us under this Terms and Condition.
- 15.2 You agree that our rights and authorisation under this Clause shall not be affected by your death, bankruptcy, insolvency, composition with other creditors or any legal proceedings against you.

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

- 16.1 You authorise us to collect, process, maintain, store and retain your personal data, and to disclose and transfer the same to other entities within the Bank Group (including our local and overseas branches), and our agents and service providers, both in and outside Malaysia.

- 16.2 You authorise us to conduct credit checks and to verify information given by you to us in connection with these Terms and Conditions with credit bureaus and other relevant entities.
- 16.3 You authorise us to disclose details relating to your account with us to:
- (a) government or regulatory authorities or other agencies in Malaysia and elsewhere including Bank Negara Malaysia, the Credit Bureau, the Central Credit Reference Information System (CCRIS), and Cagamas Berhad;
  - (b) any Bank Group Member;
  - (c) any party providing services to us;
  - (d) our agents (including agents appointed for the purposes of recovering sums due and payable by you to us), consultants and professional advisers;
  - (e) our assignees or those of any Bank Group Member;
  - (f) any police officer, or any investigating officer conducting any investigation; and/or
  - (g) any person to whom disclosure is permitted or required by any law, regulation, or governmental directive or request.
- 16.4 Subject to compliance with the applicable regulatory rules or guidelines (including compliance with any mandatory “opt-in” requirements for the purposes of marketing or cross-selling activities), we may use any part of your information collected by us for such purposes as may be determined by us.
- 16.5 You authorise us to make use of, disclose, divulge or reveal any information relating to your affairs or your accounts with us for the purposes of or in connection with any proceedings for the recovery of any sums or the enforcement of our rights under these Terms and Conditions.
- 16.6 We may at our discretion, without notice, check your credit standing at any time.
- 16.7 You declare that all information (personal or otherwise) provided by you is complete and accurate. You must notify us immediately of any changes to your information to ensure that the data in our records is up to date.

## **17. FORCE MAJEURE**

- 17.1 We shall not be liable to you or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if:-
- (a) we are unable to perform any of our obligations hereunder or to provide any of the services as contemplated herein due to Force Majeure; and/or
  - (b) if funds credited or debited from the Banking Accounts becomes inaccessible or diminish in value due to Force Majeure.

## **18. ANTI-CORRUPTION LAWS**

- 18.1 You represent and warrant to us that you will at all times use MAE and operate MAE in compliance with all applicable Anti-Corruption Laws, policies and regulations.

## **19. ANTI-MONEY LAUNDERING**

- 19.1 You warrant that none of the funds moving to and from MAE represent proceeds of, or will be used for, any unlawful activities as defined in the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001 (the “Anti-Money Laundering Act”).
- 19.2 You agree that during the life of these Terms and Conditions, you will not in using the MAE:
- (i) engage, directly or indirectly, in a transaction involving an unlawful activity;
  - (ii) conceal or disguise the true nature of any unlawful activity; and/or
  - (iii) utilise any monies from your accounts for any money laundering or other unlawful purpose.

## **20. SANCTIONS**

- 20.1 You undertake, to your knowledge, none of your relatives, is an individual that is (i) currently subject to any sanctions administered or enforced by Malaysia, the United States of America, OFAC, the United Nations Security Council, the European Union, the UK Government or other relevant sanctions authority (collectively, “Sanctions”), or (ii) located or resident in a country or territory that is the subject of Sanctions.
- 20.2 You will not, directly or indirectly, make available in any way, the MAE to any individual or entity which is a subject of the Sanctions.
- 20.3 You acknowledge that the Bank may be unable to process affected transactions that involve or are suspected to involve a breach of Sanctions or any requirements imposed by any authority having jurisdiction over us or the affected transactions. We shall not be responsible in any way for any failure or delay in processing any such transaction unless actionable wrong is proven against us in a court of law.

## **21. TAXES**

- 21.1 Any tax or levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or to be received by us on any expenses incurred or to be incurred by us (except where prohibited by law) shall be borne by you.
- 21.2 We reserve the right to debit your MAE for such taxes or levies payable.

## **22. SUCCESSORS BOUND**

- 22.1 This Terms and Conditions shall be binding upon you, your personal representatives and successors-in-title and the successors-in-title and assigns of the Bank. You shall not assign any of your rights and interest in MAE or the services rendered by us as contemplated herein. Your obligations and liabilities shall continue notwithstanding any change by amalgamation, reconstruction or otherwise in our constitution.

## **23. PRESERVATION OF RIGHTS AND ENTITLEMENT**

23.1 Notwithstanding anything in this Terms and Conditions, our rights and entitlement under this Terms and Conditions shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of MAE by us.

#### **24. NOTICES AND VARIATION**

24.1 All notices shall be sent to you via email to the email address provided at the time of registration of MAE and/or via ordinary post which will be sent to the last known address in our records.

24.2 You agree that, subject to Shariah requirement, we shall be at liberty to vary, add to or amend the terms and conditions herein set out.

24.3 This Terms and Conditions are not exhaustive and we reserve the right to add, delete, vary or amend these Terms and Conditions or any part thereof with twenty one (21) days' prior notice. Such notice may be published by us via Maybank2u website ([www.maybank2u.com.my](http://www.maybank2u.com.my)) and/or through any other mode of communication as determined by us. In the event you are not agreeable to such variation, addition and/or amendment, you shall cease to use MAE, failing which you shall be deemed to have accepted such variation, addition and/or amendment.

#### **25. COMPLIANCE WITH REGULATORY REQUIREMENTS**

25.1 You agree to abide by any regulatory requirement and will disclose all required information to the Bank as and when necessary and required to satisfy any regulatory requirements. The information disclosed by you shall be deemed to be accurate and final for us to process the transaction.

25.2 You agree that we have the right to hold any funds residing in your MAE to ensure compliance with relevant regulatory requirement and we reserve our right to debit your MAE in the event of non-compliance to the relevant regulatory requirement.

#### **26. SEVERABILITY & WAIVER**

26.1 If any of the provisions of this Terms and Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

26.2 Any waiver or indulgence granted by us shall not prevent us from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or other rights or require us to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

#### **27. TIME**

27.1 Time wherever mentioned shall be of the essence of this Terms and Conditions.

#### **28. GOVERNING LAW**

28.1 This Terms and Conditions shall be governed by the laws of Malaysia. We may commence proceedings against you in Malaysia, irrespective of the place of residence or wherever the transaction may have taken place.

#### **29. BANK NEGARA MALAYSIA'S LINK / TELELINK**

If your query or complaint is not satisfactory resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at

Blok D, Bank Negara Malaysia

Jalan Dato' Onn

50480 Kuala Lumpur

Tel: 1 300 88 5465

email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)