

Terms and Conditions for Maybank Home²u

Please read these Terms and Conditions carefully as they apply and regulate your use of Maybank Home²u (“Maybank Home²u”). By agreeing, accessing, or utilizing Maybank Home²u or any part thereof, whether via the mobile and/or any other available electronic medium, you agree to be bound by these Terms and Conditions.

Maybank Home²u is a service provided by Maybank via various electronic channels, including but not limited to Maybank2u mobile application (“Application”) service. Thus, these Terms and Conditions should be read in conjunction with the Terms and Conditions of Maybank2u mobile application and any other applicable Banking Services terms and conditions of the Maybank Group without limitation or qualification.

From time to time, we may need to revise these Terms and Conditions, in which case we will, subject to giving twenty one (21) days prior notice, communicate the revision via such modes including announcements on Maybank2u website and/or application. Your continued use of Home²u subsequent to any such revision will be deemed as acceptance of those changes.

If you choose **NOT** to accept these Terms and Conditions or any of its revisions, please do not proceed and immediately discontinue your access and/or use of Maybank Home²u.

1. DEFINITION

The following definitions apply unless otherwise stated:-

“**you**” or “**your**” refers to a customer of Maybank Group who (i) uses the Maybank Home²u platform to browse and/or choose properties, check mortgage eligibility or apply for a mortgage product.

“**we**” or “**our**” or “**us**” refers to Malayan Banking Berhad and our subsidiaries, either individually and/or collectively as the context requires (collectively “Maybank Group”).

“**Developer Partner**” refers to the respective developer of properties listed on the Maybank Home²u platform.

“**Maybank Home²u Partner**” refers to Maybank Integrated Partners that offer Maybank Home²u services on their website or platform.

“**Listings**” refers to Properties and Projects by our Developer Partner that are displayed on the Maybank Home²u platform.

“**Maybank Home²u Partner Platform**” refers to the property booking platform by our Maybank Home²u Partner.

2. ELIGIBILITY

Maybank Home²u is offered to individual users. To use Maybank Home²u, you agree to download and install the Maybank2u Mobile Application or give consent to any Maybank Home²u Partner to access Maybank Home²u.

Maybank Home²u is not intended for use by any persons who have not reached their legal age (e.g. minors) or, persons who are incapable of managing their own affairs or mentally incapacitated. If you fall within any of these categories then please exit our platform immediately. By your continued use of our platform, you warrant that you are of legal age and of sound mind to access the services/ products on our platform.

3. APPLICATION

The Listings on our Platform are for information purposes and should not be construed as recommendation or advisory. If you choose to proceed with a mortgage application for any of the Listings, you agree that this is by your own initiative or volition. You should make careful consideration and we recommend that you seek professional advice before acting on any application.

4. INFORMATION

We do not warrant that content, links or subdomains contained on, or associated with our Platform will be available and accessible to you at all times. We may change the path or location of a link or subdomain, or redirect content contained within a link or subdomain on our Platform at any time without prior notice to you. We do not warrant that any links that you forward will remain constant at the time that you forward or share them, as they are subject to change at any time without notice to you.

We are responsible for maintaining our platform and all publications. We make no warranty as to the accuracy or reliability of the information contained therein (including, but not limited to, any content or information generated on our Platform by or on behalf of our Developer Partners, and any Third Party Content on our Platform). We disclaim all liability and responsibility for any direct or indirect loss or damage which may be suffered by you through relying on anything contained in or omitted from our Platform or publications.

5. RESTRICTIONS ON USE OF PLATFORM

In accessing or using our Platform, you agree that you will not:-

- a. Use any automated device, software, process or means to access, retrieve, scrape or index our Platform or any content on our Platform;
- b. Use any device, software, process or means to interfere or attempt to interfere with the proper working on our Platform;
- c. Undertake any action that will impose a burden or make excessive traffic demands on our infrastructure that we deem, in our sole discretion to be unreasonable or disproportionate site usage;
- d. Use or index any content or data on our Platform for the purposes of:
 - i. Constructing or populating a searchable database of properties,
 - ii. Building a database or property information; or
 - iii. Competing with us in any manner that we have not specifically authorized;
- e. Transmit spam, chain letters, contests, junk email, surveys, or other mass messaging, whether commercial in nature or not;
- f. Use our Platform or any content from our Platform in any manner which is, in our sole discretion, not reasonable and/or not for the purpose which it is made available;
- g. Violate the rights of any person, including copyright, trade secret, privacy right, or any other intellectual property or proprietary right;
- h. Pose as any person or entity or attempt to solicit money, passwords or personal information from any person;
- i. Act in violation of any Term of Use or other condition posed by us or any applicable law;
- j. Reproduce, republish, retransmit, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our Platform or any content on our Platform, except as expressly authorized by us; or
- k. Transmit or attempt to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature

We reserve the right to exercise whatever means we deem necessary to prevent unauthorized access to or use of our Platform, including, but not limited to, instituting technological barriers, or reporting your conduct to any person or entity.

6. COPYRIGHT

The subject matter on and accessible from our Platform and publications is copyright. Apart from fair dealing permitted by the Malaysia Copyright Act 1987, we grant visitors permission to download copyright material only for private and non-commercial purposes. For reproduction or use of our copyright material beyond such use, written permission must be obtained directly from us or the relevant copyright owner. If given, permission will be subject to the requirement that the copyright owner's name and interest in the material be acknowledged when the material is reproduced or quoted, in whole or in part.

7. THIRD PARTY LINKS AND ADVERTISING

Our Platform may include advertisements, hyperlinks and pointers to Platforms operated by third parties. Links to third party Platforms include, without limitation, links to our Maybank Home²u Partners Platform. Those third party Platforms do not form part of our platform and are not under our control or responsibility. When you link to those Platforms you leave our platform and do so entirely at your own risk. We make no warranty as to the accuracy or reliability of the information contained on any third party Platforms, and we disclaim all liability and responsibility for any direct or indirect loss or damage which may be suffered by you through relying on anything contained on or omitted from such third party Platforms. A display of advertising does not imply an endorsement or recommendation by us.

8. MEDIA UPLOAD

In this section 'Media Upload', means information including data, text, video, still images, audio or other material that you have decided to share, store or upload on our Platform under the Document Folder or Chat, as permitted under these terms.

We may at any time, without liability to you, remove, alter or disable access to any or all of your Media Uploads in sole discretion without prior notice to you. Without limiting the previous sentence, we may remove or disable access to any or all your Media Uploads if it considers that:

- a. The Media Uploads are in breach of any law or regulation;
- b. The Media Uploads are:
 - a. Misleading or deceptive;
 - b. Inappropriate having regard to the purpose of our Platform;
 - c. Causes offence;
 - d. Obscene;
 - e. Otherwise unlawful or
 - f. Corrupted, due to the presence of a virus or other disabling code.

9. EDITORIAL CONTENT

Any editorial content or articles on our Platform are of a general nature only and do not consider your personal objectives, financial situation or particular needs. Editorial content should not be regarded as advice or relied upon by you or any other person and we recommend that you seek professional advice before acting on the content.

10. MAYBANK HOME²U PARTNERS

By accessing Maybank Home²u through Maybank Home²u Partner's sites, you agree to share your information with Maybank Group, and that your personal and business data may be processed by Maybank Group or Maybank's selected credit reporting agency in accordance with the Credit Reporting Agencies (CRA) Act 2020 and Central Bank of Malaysia 2009. The data will be collected, processed and used by Maybank Group in accordance with Maybank Group's Privacy Statement, available at www.maybank2u.com.my.

11. GENERAL

- a. You consent to the collection, use and disclosure of your personal data (including contact details) by us, our affiliates, our service providers, our agents and our Developer Partners as required for the purposes of facilitating your mortgage eligibility checking and/or application process.
- b. Any queries and/or complaints shall be directed to the Maybank Group Customer Care hotline at 1-300 88 6688 or 603-78443696 (overseas) at any time and on any day (including holidays).
- c. These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction over matters pertaining to these Terms and Conditions.