



## TERMS & CONDITIONS OF HALAL ASSURANCE SYSTEM (HAS) INITIATIVE

Maybank Islamic Berhad (“Bank”, “us”, “we”, “our”) (Company Registration No. 200701029411) in collaboration with its strategic partner, Synxsoft Sdn Bhd (“SSB”) (Company Registration No. 202101000352 / 1400650-A) is providing the Halal Assurance System Initiative (“Initiative”) via referral to the CoreHalal platform (“CoreHalal Platform”).

By participating in this Initiative, Customers (as defined below) expressly agree to be bound by these Terms & Conditions and the decisions made by the Bank. This initiative shall commence on 20<sup>th</sup> September, 2023 and continue to be valid until terminated by the Bank.

### 1. DEFINITIONS

For the purpose of the Terms and Conditions, the following terms shall, unless the context otherwise require, have the meanings as defined below:-

“Amendment” refers to any such variations, additions, deletions, modification or amendments which will be binding on you.

“Bank”, “us”, “we” , “our” refers to Maybank Islamic Berhad (Company No. 200701029411).

“Bank Negara Malaysia” or “BNM” means the Central Bank of Malaysia.

“Banking Account” means all types of deposit accounts including but not limited to savings account, current account and each and every other account which is maintained by you with the Bank.

“Business Hours” refers to operating hours between 9.30 a.m. and 4.00 p.m. from Monday to Friday.

“CoreHalal Platform” refers to a digital platform providing “Halal Assurance System” solutions.

“Customers” refers to Small and Medium Enterprise (SME) companies who maintain financings or deposit account with the Bank.

“Force Majeure” means events or situations beyond the control of the Bank that prevents the Bank from operating normally which continues for three (3) months or more including:-

- (a) earthquakes, floods, fire, plague, pandemic, and other natural disasters; and/or
- (b) terrorism, riots, civil commotion or disturbances, war (whether declared or not) and strikes.

“Halal” means “matters that are permissible and lawful in Islam”, per Shariah Law. A Halal product or service provides assurance that it conforms to purity and specific quality. Halal is not only based on faith, but also hygiene & sustainable ethical standards.

“Halal Assurance System” (“HAS”) refers to a digital platform owned and administered by SSB which manages Halal related documents and ensure Customer’s continuous compliance of being Halal certified as required by JAKIM.

“Halal Industry” refers to the relevant industries that the Bank has selected for this Initiative i.e. Food and Beverages, Pharmaceuticals and Cosmetics.

“JAKIM” refers to Jabatan Kemajuan Islam Malaysia.

“JAIN” refers to Jabatan Agama Islam Negeri.

“Maybank” means Malayan Banking Berhad (Company Registration No. 196001000142).

“Maybank Group” means, collectively, the Bank, its affiliates, and any related companies of the Bank as well as associated companies of the Bank or of its parent company.

“MYeHALAL” refers to a digital platform owned and managed by JAKIM to facilitate and approve the application of Halal certification in Malaysia.

“PDPA” refers to the Personal Data Protection Act 2010 and the rules and regulations issued pursuant thereto.

“SME” refers to Small and Medium Enterprise businesses whose classification as “Micro”, “Small” or “Medium” as defined under the SME Corporation Malaysia which are determined based on their annual sales turnover or number of full time employees, whichever lower.

“SSB” refers to Synxsoft Sdn Bhd (Company Registration No. 202101000352 / 1400650-A), the CoreHalal platform provider.

“Terms and Conditions” refers to these terms and conditions, as may be amended or supplemented from time to time by the Bank in accordance with this document.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1 You must first have a valid username and password to access the CoreHalal platform.
- 2.2 We reserve the right to disqualify/reject any Customers who do not comply with the terms and conditions stated herein without providing any reasons whatsoever.
- 2.3 You are advised to contact our Halal Team at 03-22958888 (extension 3741 / 8902) should you require additional information or clarification in respect of the Initiative.
- 2.4 The Bank reserves the right to withdraw, cancel, suspend, extend or terminate this Initiative in whole or in part and reserves the right to modify any of the terms and conditions contained herein which does not contravene to Shariah Principles, from time to time by giving at least minimum of twenty one (21) days prior notice thereof, the notice of which shall be posted through Maybank2u website at [www.maybank2u.com.my](http://www.maybank2u.com.my) or through any other channel or channels that we may deem as appropriate.
- 2.5 For avoidance of doubt, any cancellation, withdrawal, suspension, modifications, variations or extension of this Initiative shall not entitle the Customers to any claims of compensation from the Bank or for any and all losses or damages suffered by the Customers as a direct or indirect result of cancellation, withdrawal, suspension, modifications, variations or termination of the Initiative.
- 2.6 We shall not be responsible or held liable in respect of technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or human errors in the administration and/or processing of the transaction performed under the CoreHalal Platform.

- 2.7 The Customers shall be personally responsible for all taxes, rates, government taxes, government fees or any charges that may be levied against the Customers if any, related to the Initiative.

### 3. FEES & CHARGES

- 3.1 No fee will be charged for this Initiative for Customers who register on or before December 31<sup>st</sup>, 2023 or upon receiving approval from Bank Negara Malaysia (BNM) for fee charging, whichever is later.

### 4. PURPOSE OF HALAL ASSURANCE SYSTEM (HAS)

- 4.1 The purpose of HAS is to:-

- 4.1.1 Simplify your complex and tedious Halal related documents management in order to comply with annual Halal audit purpose and requirements as imposed by JAKIM/JAIN.
- 4.1.2 Support you in order to fulfill Halal certification requirements and maintaining the integrity of your Halal products and services.

### 5. DECLARATION

- 5.1 You declare and undertake to the Bank that:-

- 5.1.1 you have read, understood and agreed to be subject to the Maybank Group Privacy Statement and expressly consenting to and authorising Maybank Group:-

- (a) to request for and to obtain all the personal information and data for the purpose of processing this application and all other purposes which are required in relation to any products and services offered by Maybank Group;
- (b) to collect and process your sensitive personal data for the purpose of this application (where applicable).

- 5.1.2 the information provided by you to the Bank is true and correct and you authorise the Bank to verify the same with any party and using any source as the Bank deems appropriate;

- 5.1.3 you are not an undischarged bankrupt or is wound-up and that no Insolvency Matter have been instituted against you under the laws of Malaysia or any other jurisdiction;

- 5.1.4 you consent to the disclosure of information by the Bank under Clause 8 (Disclosure of Customer Information and Personal Data);

- 5.1.5 you have complied with the Personal Data Protection Act 2010 (PDPA) and obtained the relevant consents from all Individuals in relation to the processing and disclosure of their personal data.

By providing consent at the login page, you further confirm that all personal data that you have provided are all true, up-to-date and accurate. Should there be any changes to any of your personal data, you shall notify the Bank immediately.

## 6. ELIGIBILITY

6.1 To participate in this Initiative, you must fulfil all of these criterias:-

6.1.1 SME companies registered with the following:-

a) Companies Commission of Malaysia either under the Registration of Business Act 1956 / Companies Act 1965/2016 / Limited Liability Partnership Act 2012 or

b) Any statutory bodies for professional service providers;

6.1.2 involved in business related to producing or handling of Halal products or services as determined per JAKIM's requirements;

6.1.3 operating in the Halal industry for a minimum period of twelve (12) months;

6.1.4 already a Halal certified company;

6.1.5 must have at least one product which is required to be Halal certified under JAKIM/JAIN;

6.1.6 the Bank's existing customer who maintains a main operating Banking Account with us.

## 7. PARTICIPATION IN HALAL ASSURANCE SYSTEM (HAS)

7.1 You may participate in this Initiative by clicking on the M2U/M2U.Biz page at [www.maybank2u.com.my](http://www.maybank2u.com.my). We will then refer you to HAS, which is on SSB's CoreHalal platform.

7.2 You have to agree to the compliance of PDPA and Terms and Conditions upon login to the M2U/M2U.Biz page at [www.maybank2u.com.my](http://www.maybank2u.com.my).

## 8. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA

8.1 Save for marketing and/or cross-selling purposes, you consent and authorize the Bank to collect, process, disclose, transfer, maintain, store and retain your personal data that you provide to or that the Bank has obtained about you.

8.2 By participating in this Initiative, you agree to be bound by the Terms and Conditions herein and agree and consent to allow your personal data to be collected, processed and used by Maybank in accordance with the Maybank Privacy Statement, which may be viewed on [www.maybank2u.com.my](http://www.maybank2u.com.my) ("Maybank's Privacy Statement") and the relevant PDPA Form which is available on [www.maybank2u.com.my](http://www.maybank2u.com.my). In addition and without prejudice to the terms in the Maybank's Privacy Statement and the PDPA Form, Customers agree and consent to his/her personal data or information being collected, processed and used by Maybank for:-

a) the purposes of the Initiative; and

- b) marketing and promotional activities conducted by the Bank, including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well responses and related photographs. In this regard, Customers agree to co-operate and participate in all advertising and publicity activities of the Bank in relation to the Initiative.

*\*Note:- "PDPA" refers to Personal Data Protection Act (2010)*

- 8.3 From time to time, other entities within Maybank Group or our agents or strategic partners or such other third parties (collectively, "Other Entities") may have information about products, services and promotions that may be of interest to you. To receive such information, your consent is required for us to process, disclose and/or share your information/data with Other Entities.
- 8.4 The Maybank Group Personal Data Privacy Statement, as amended from time to time, is incorporated by reference and forms part of these Terms and Conditions. It will apply to all of your personal data that you provide to the Bank or to entities within the Maybank Group. You may access a copy of the privacy statement at [www.maybank2u.com.my](http://www.maybank2u.com.my) or obtain a copy from any of our Maybank branches.
- 8.5 Your consent under this paragraph will survive your demise, insolvency, incapacity, the termination of these Terms and Conditions.

## 9. LIMITATIONS OF THE LIABILITY

- 9.1 The Bank shall not assume any role as an advisor, attorney, agent or consultant on behalf of the Customers in obtaining the renewal of Halal certification from JAKIM.
- 9.2 Our role shall only be restricted and limited to referring you to HAS, which is residing on SSB's CoreHalal platform.
- 9.3 The Bank shall not guarantee, assure or confirm on the approval for renewal of Halal certification and it would be solely under JAKIM's approval subject to the relevant conditions as imposed or to be imposed by JAKIM from time to time.
- 9.4 The Bank shall not perform any of SSB's functions, roles and obligations as a platform provider of HAS. Any matters or issues related to HAS shall be under responsibilities and liabilities of SSB.
- 9.5 The Bank shall not be responsible for all administration matters in obtaining the renewal of Halal certification from JAKIM. It shall be solely under your responsibility as an applicant.
- 9.6 In addition, we shall not be responsible for:-
  - a) any delays or failure in its performance under these terms and conditions resulting from circumstances beyond the control of the Bank which includes flood, drought, fire, casualty, explosion, sabotage, accident, embargo, breakdown in equipment, communication line failure, power failure, lockout, strike, unavoidable accident, act of God, terrorism or threat of terrorism, riot, war, or any enactment, issuance or operation any adverse governmental law, ruling, regulation, order or decree, or any other emergency that prevents the Bank from operating normally.

- b) any fraud or dishonest conduct of any third party including but not limited to hacking and phishing.
  - c) any delay from JAKIM/JAIN auditing process and issuance of the renewed Halal certification by JAKIM.
- 9.7 The Bank makes no representation or warranty that you will have continuous or uninterrupted access to HAS or that any of the functions of the platform will be error-free or that no damage will occur to your computer system. The Bank makes no representation or warranty relating to the platform, including, without limitation to its performance, content, or functions.
- 9.8 The Bank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by the Bank for the purposes of this Initiative) shall not be liable to Customers for any direct, indirect, special or consequential loss or damage (including but not limited to, loss of income, profits or goodwill) arising from or in connection with this Initiative unless caused by any gross negligence or omission by the Bank.
- 9.9 The Bank shall not be liable for any default of its obligation under this Initiative. due to any force majeure events which include but not limited to acts of God, civil commotion, acts of war, strike, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events and circumstances of whatever nature beyond the reasonable control of the Bank.

## **10. SECURITY**

- 10.1 You shall be personally responsible to protect your CoreHalal platform security access and to take all necessary precautions to safeguard your CoreHalal platform security access.
- 10.2 You shall also be responsible for all access and use of the CoreHalal platform security access whether authorised by you or otherwise.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1 The Terms and Conditions are governed by and are to be construed in accordance with the laws of Malaysia. By participating under this Initiative, you hereby consent to the exclusive jurisdiction of the Malaysian courts in all disputes arising out of or relating to the use of this platform. The Bank make no representation that the materials, information, functions and/or services provided on the CoreHalal platform are appropriate or available for use in jurisdictions other than Malaysia.
- 11.2 If any part of the Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable laws including, but not limited to, the warranty disclaimers and limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms and Conditions will continue in effect.

## **12. CHANGE OF TERMS AND CONDITIONS**

- 12.1 The Bank reserves the right to add, modify or delete any of these Terms and Conditions as the Bank may deem fit and which does not contravene the Shariah Principles at any time by giving twenty one (21) calendar days prior written notice before implementing the changes. The changes will take effect on the date stated in the notice and may be published via M2U page and/or through any other communication channels as determined by the Bank. In situations where

changes are made pursuant to laws or regulations, notice of a shorter period or immediate notice will be given to you.

### 13. QUERIES AND COMPLAINTS

- 13.1 In the event you have any queries, feedback, complaints and/or disputes related to this Initiative, you shall refer the matter to the Bank's Halal Team at 03-22958888 (extension 8902 / 3741) or you may also send your queries via e-mail : [halal@maybank.com](mailto:halal@maybank.com)
- 13.2 The Bank shall use its reasonable endeavours to respond to the queries and resolve any problems or issues as may be raised by you.
- 13.3 You shall specify the nature of your query, complaint and/or dispute and such other details or information as may be required by the Bank and such complaint and/or dispute shall be handled and/or resolved in accordance with the Bank's internal complaints and dispute resolution procedure.
- 13.4 For avoidance of doubt, for any queries, feedback, complaints and/or disputes whether direct or indirectly related to CoreHalal, please contact SSB through their customer care hotline at 088-384937 or e-mail : [info@synxsoft.com](mailto:info@synxsoft.com)

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