

Terms And Conditions Governing Payroll Payment Service

Updated as of 24 September 2024

Please read these Terms and Conditions Governing Payroll Payment Service (“Terms and Conditions”) carefully as they apply to and regulate the linking of your Registered Account for the purposes of the Payroll Payment Service via the Company Platform.

These Terms and Conditions highlight your responsibilities, the operations and possible risks in connection with the use of the Payroll Payment Service.

By subscribing to and utilising the Payroll Payment Service, you agree to accept and be bound by these Terms and Conditions.

These Terms and Conditions shall be read in conjunction with the Terms and Conditions Governing Banking Accounts (Conventional or Islamic, as the case may be) and any other applicable terms and conditions as may be updated and notified to you relating to the Payroll Payment Service without any limitation or qualification.

Maybank may, from time to time, revise these Terms and Conditions with twenty one (21) days (‘day’ shall have the same meaning as calendar day) prior notice thereof, which notice shall be posted through Maybank2u website at www.maybank2u.com.my or through any other channel as determined appropriate by Maybank.

Your continued use of the Payroll Payment Service subsequent to any such revision means that you have accepted the revised Terms and Conditions. If you choose NOT to accept these Terms and Conditions and/or any of its revisions, please do NOT proceed to subscribe and accept the Payroll Payment Service and immediately discontinue the use of the Payroll Payment Service.

1.0 The following definitions apply unless otherwise stated: -

- 1.1** “**Company**” means the relevant Human Resource Management System (HRMS) provider serving amongst others, Small and Medium (SME) clients.
- 1.2** “**Company Platform**” means the Company’s web and mobile applications.
- 1.3** “**Maybank**” means Malayan Banking Berhad and/or Maybank Islamic Berhad.
- 1.4** “**Maybank Digital Platform**” means Maybank’s online banking platforms and systems including but not limited to Maybank2u, Maybank2u Biz and M2E.
- 1.5** “**Payroll API**” means the linkage of your registered bulk payment module account(s) on the Maybank Digital Platform to the Company Platform for the Payroll Payment Service
- 1.6** “**Payroll Payment Service**” means the Payroll Payment service that is more particularly described in Clause 3.1.
- 1.7** “**Registered Account**” means your Maybank CASA account, which is currently registered under Maybank’s bulk payment module and which is required to perform any type of bulk payment, including the Payroll Payment Service.

- 1.8 **“Secure2u”** means the Maybank feature, which is the safer and quicker way to approve your Maybank Digital Platform transactions and/or instructions. This security feature comprises the following authentication/approval method(s):
- (i) **“Secure Verification”** means the push notification alert you receive on your smartphone (the device on which you registered for Secure2u), as defined on the Maybank website (https://www.maybank2u.com.my/maybank2u/malaysia/en/personal/services/digital_banking/secure2u.page). You will have to tap on the push notification to view your Secure Verification, to either ‘Approve’ or ‘Reject’ the transaction and/or instruction.

2.0 Eligibility

- 2.1 The Payroll Payment Service may be made available to you if you are a partnership, professional firm, private limited company (Sdn Bhd), club, society or association and a Maybank customer and registered user of Maybank Digital Platform and the bulk payment module.
- 2.2 You must also be a registered participant of the Company Platform in the capacity of a subscriber and user.

3.0 Payroll Payment Service

- 3.1 **‘Payroll Payment Service’** means the linking of your Registered Account to the Company Platform and the transmission of information and data from:
- a) the Company Platform to the Maybank Digital Platform, for the purpose of payroll submission for both salaried and statutory payments, that are triggered from the Company Platform, including but not limited to your and your employees’ identity, bank account information, payroll transaction data, payment limit, transaction type, account number, transaction timestamp, transaction description and such other information and/or documents pertaining to your use of the Payroll API; and
 - b) the Maybank Digital Platform to the Company Platform for the purpose of displaying to you the transaction status pertaining to your use of the Payroll API.
- 3.2 By subscribing to and utilising the Payroll Payment Service, you authorise, consent, permit and instruct Maybank to:
- a) link your Registered Account to the Company Platform for the Payroll Payment Service to be performed by the Company on the Company Platform;
 - b) perform auto-renewal of the linking (as per Clause 3.1) once the existing active linking expires (expiry after 365 days, which does not include unlinkage performed by either your Maker or Checker, and does not include unlinkage performed by either the Company or Maybank on your behalf);
 - c) act upon and give effect to any instruction, including auto-renewal of account linkage, from the Company Platform and/or Company without further confirmation, validation or verification whether from you, the Company or any third party; and
 - d) share, disclose, make available or transmit any information or data on you or your Registered Account to the Company Platform that is necessary for the purposes of performing the Payroll Payment Service or for investigating

a claim or dispute arising out of or in connection with the Payroll Payment Service or these Terms and Conditions.

4.0 Your Obligations

- 4.1** You acknowledge and agree that any matter or dispute between you and the Company or anything related to the Company Platform shall be resolved directly between you and the Company.
- 4.2** You acknowledge and agree that all information and data generated and transferred, both as a result of or arising from the Payroll Payment Service, will be kept and used by the Company and Maybank, where Maybank will not be liable for any losses, damages, claims, liabilities, costs or expenses arising from such actions by the Company.
- 4.3** You acknowledge and agree, at your own volition, to be bound by all the Company's terms of service which may include, but are not limited to the Company's use and storage of your account or personal data arising from the Payroll Payment Service as performed on the Company Platform, such that Maybank will not be held responsible or liable for any losses or damages that you may claim in future.

5.0 Taxes and Duties

- 5.1** You are to determine whether or not any taxes or duties apply to the Payroll Payment Service and you are responsible to collect, pay or remit the correct tax or duty to the appropriate tax or duty authority. Maybank is not under any obligation to determine, collect or remit the applicable taxes or duties from the Payroll Payment Service.

6.0 Limitation of liability

- 6.1** Your use of the Company Platform's products and services is at your sole discretion and risk. You agree and acknowledge that Maybank is not responsible or liable in any way and make no representations or warranties of any kind with respect to:
 - (i) the Company and the Company Platform; and
 - (ii) your use of the Payroll Payment Service on the Company Platform.
- 6.2** Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), Maybank expressly disclaims liability with respect to:
 - (i) any delays, failure or error in your use of the Payroll Payment Service or the Company Platform or the Maybank Digital Platform;
 - (ii) any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by you due to your use of the Payroll Payment Service or the Company Platform or the Maybank Digital Platform; and/or;
 - (iii) any loss of or damage to your data, software, equipment, network access or other equipment used to access Payroll Payment Service or the Company Platform or the Maybank Digital Platform.

- 6.3 You agree to release Maybank (and our officers, directors, agents, subsidiaries, and employees) from any and against all claims, actions, losses, demands, costs, expenses and damages (actual and consequential) that you may incur or suffer arising out of or in any way connected with any dispute between you and the Company or the Payroll Payment Service.
- 6.4 You shall indemnify, protect, defend and hold harmless Maybank (and our officers, directors, agents, subsidiaries, and employees) from and against any and all losses, damages, claims, liabilities, costs or expenses arising out of, involving or in connection with the Payroll Payment Service.

7.0 General

- 7.1 You shall observe all security measures prescribed by Maybank at all times to keep your online banking safe and avoid becoming victims of e-banking fraud. The security measures include but not limited to the following measures:
- (a) You are not to disclose your access identity and codes such as username, password, security Image, security phrase and TAC in relation to the Payroll Payment Service to any other person via any unsolicited emails or calls. They are to be kept private and confidential at all times.
 - (b) In the event of any breach or negligence on your part in safeguarding the above, you will be held liable for the losses of funds or personal data incurred.
- 7.2 Maybank may at any time suspend or terminate your use of the Payroll Payment Service due to the suspension or termination of your participation on the Company Platform, your breach or potential breach of these Terms and Conditions, laws and regulations; or to maintain the security of the Payroll Payment Service.
- If you cease to maintain your Registered Account or cease to participate on the Company Platform, the Payroll Payment Service shall automatically terminate.
- 7.3 If you have any enquiry or concerns regarding the Payroll Payment Service, you may contact Maybank Group Customer Care at 1300-88-6688 or mgcc@maybank.com.my.
- For matters or disputes relating to the Company Platform including transmission of information or data, not limited to the Payroll Payment Service, disputes with the Company, or suspension or termination from your participation on the Company Platform, you are required to contact the Company directly.
- 7.4 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, you expressly agree that the use of or subscription to the Payroll Payment Service comes at your own risk and you shall assume all risk incidental to or arising out of the use of the Payroll Payment Service.
- 7.5 You agree that the Payroll Payment Service shall not be available if there is any scheduled, unscheduled or emergency downtime. Maybank may provide you with notification of the aforementioned and you agree that the Payroll Payment Service shall not be available until further notice is given by Maybank.

- 7.6** These Terms and Conditions shall be governed by the laws of Malaysia and you consent to and submit to the exclusive jurisdiction of the Courts of Malaysia.
- 7.7** You are solely responsible in undertaking to understand, and agree to be bound by, all the terms and conditions as set out by the Company and the Company Platform, such that Maybank will not in any way held nor ever hold any duty, obligation or responsibility to you to explain any rights and obligations as contained within those terms and conditions as provided by the Company and Company Platform.
- 7.8** By subscribing to and utilising the Payroll Payment Service, you agree to be bound by the Terms and Conditions herein and warrant that your employees' consent have been obtained to allow their personal data being collected, processed and used by Maybank in accordance with the Maybank Privacy Statement, which may be viewed on www.maybank2u.com.my ("Maybank's Privacy Statement") and the PDPA* Form for Individual Customers.

In addition and without prejudice to the terms in the Maybank's Privacy Statement and the PDPA Form for Individual Customers, you agree and confirm that you have obtained your employees' consent for their personal data or information being collected, processed and used by Maybank for:

- a) the purposes of the Payroll Payment Service; and
- b) marketing and promotional activities conducted by Maybank, 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, you agree to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Payroll Payment Service.

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