

TERMS & CONDITIONS OF EZYWASIAT

Maybank Islamic Berhad (“Bank”) (Company Registration No. 200701029411) in a collaboration with Createwills Sdn Bhd (“Createwills”) (Company Registration No. 202001014584, 1370904-V) is providing the EzyWasiat Writing Services [“Services”] via Createwills platform. These terms and conditions set out the terms and conditions governing your subscription and use of the Services [“Terms and Conditions”]. By subscribing EzyWasiat, you accept and agree to abide by these Terms and Conditions and any subsequent changes to it. Please read this document carefully.

Please note that usage of the Services is subject to all applicable laws and regulations and that the Terms and Conditions are to be read together with the Terms and Conditions of the Createwills.

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” 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 are between 9.30am and 4.00pm from Monday to Friday.

“CreateWills” refers to the EzyWasiat platform provider.

“Createwills platform” means www.wasiat.maybank.com.my

“EzyWasiat” means the wasiat for a Muslim person made available by Createwills in a collaboration with the Bank following subscription to the Services.

“Fee and Charges”

Means the one-off fees payable for each subscription of the Services.

All fees specified do NOT include any government or applicable taxes which will be charged separately.

“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.

“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.

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

“RM” refers to Ringgit Malaysia.

“SMS” means Short Messaging System.

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

2. GENERAL TERMS

- 2.1 You must first have a valid username, password and subscribe the Services.
- 2.2 The Services are for your exclusive use only.
- 2.3 You acknowledge and agree to accept the Services via the Createwills secured site in accordance with the Terms and Conditions.
- 2.4 Createwills or the Bank reserves the right to reject your subscription for the Services at its discretion without providing any reasons whatsoever.
- 2.5 Createwills will make available the EzyWasiat to you within 24 hours of working day from you having provided complete and accurate information and made prior payment of the Fees.
- 2.6 You may at any time cancel or unsubscribe for the Services provided that such cancellation or un-subscription is done prior to the payment of the Fees.
- 2.7 Createwills provides the Services in accordance with the laws in Malaysia, in particular for Muslims in accordance with Shariah principles.
- 2.8 You are advised to contact the Bank’s salespeople namely Relationship Manager or Personal Financial Advisor or the Bank’s nearest branch should you require additional information or clarification in respect of the Services or should you have any special instructions for the EzyWasiat.
- 2.9 The Bank reserves the right at its discretion to vary, supplement, delete, amend or modify any of the Terms and Conditions from time to time by giving a minimum of twenty one day [21] calendar days prior written notice thereof. The notice setting out the variation, supplemental, deletion, amendments or modification, as the case may be to the Terms and Conditions and the duly varied, amended, supplemented and modified Terms and Conditions shall be posted on the Createwills platform.

3. APPLICABLE SHARIAH CONCEPT(S)

- 3.1 You acknowledge that the applicable Shariah concept(s) shall be as follows:
 - 3.1.1 Wakalah : An agency contract whereby the Bank acts as an Agent to facilitate the Wasiat writing process.
 - 3.1.2 Wasiat : Wasiat is a declaration of a person made during his lifetime with respect to his property or benefit thereof, to be carried out for the purpose of charity or for any other purpose permissible by Shariah after his/her death.
 - 3.1.3 Faraid : Faraid is a section of Islamic law that deals with the distribution of the estate of a deceased person among the heirs in accordance with Shariah principles.

4. PURPOSE OF EZYWASIAT

- 4.1 You may from time to time subscribe and/or amend the EzyWasiat in accordance with these Terms and Conditions.

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; and
- 5.1.4 your consent to the disclosure of information by the Bank under Clause 19 (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. CUSTOMER ELIGIBILITY

- 6.1 In order to subscribe for the Services, you must be:

- 6.1.1 a Muslim;
- 6.1.2 of Sound mind;
- 6.1.3 a Malaysian Citizen;
- 6.1.4 18 years and above in Peninsular Malaysia and Sarawak and 21 years and above in Sabah; and
- 6.1.5 understand the nature and purpose of making a Wasiat.

7. SUBSCRIPTION OF EZYWASIAT

- 7.1 You may subscribe EzyWasiat from the Bank via Createwills platform. All the data to be captured will be gathered through the designated salesperson i.e. Relationship Manager or Personal Financial Advisory into the Createwills platform and to be stored in the Bank's data centre.
- 7.2 You may agree and provide consent for the Relationship Manager or Personal Financial

- Advisory to process your application. At the same time, you have to agree to the compliance of PDPA, Product Disclosure Sheet (PDS) and Terms and Conditions upon login.
- 7.3 You may need to review and verify the data/information that has been keyed in by the Relationship Manager or Personal Financial Advisory to ensure that they are all in order, correct and reflects your wishes in respect of the beneficiaries, list of assets and liabilities, funeral wishes and distribution of estate.
 - 7.4 You have to notify the Bank via Relationship Manager or Personal Financial Advisory of any errors before making any payment.
 - 7.5 Once verified, the Wasiat Fee will be debited immediately from your designated Banking Account.
 - 7.6 Upon your successful subscriptions of EzyWasiat via Createwills platform, you may obtain the wasiat document via (i) the Relationship Manager or Personal Financial Advisory and (ii) you may print the EzyWasiat document directly from the customer portal for your copy and safekeeping.
 - 7.7 Upon receipt of the original EzyWasiat document from Relationship Manager or Personal Financial Advisory and if in order, you shall:
 - 7.7.1 Read the EzyWasiat in order to confirm that all information therein are correct and reflect your wishes in respect of the beneficiaries, list of assets and liabilities, funeral wishes and distribution of estate.
 - 7.7.2 Notify the Bank of any errors for amendments and the Bank will provide the amended EzyWasiat document.
 - 7.7.3 If in order, you shall sign the EzyWasiat in the presence of two [2] witnesses which consists of 2 male witnesses or 1 male and 2 female witnesses;
 - 7.7.4 Ensure that the witnesses simultaneously sign as witnesses to your execution of the Wasiat.
 - 7.7.5 Ensure that the witnesses are not named as beneficiaries under the Wasiat.
 - 7.7.6 Keep the duly signed and witnessed original EzyWasiat document in a safe and secure place.
 - 7.8 Your failure to comply with clause 7.7 may render the EzyWasiat invalid and/or not enforceable.

8. FEES AND CHARGES

- 8.1 The Wasiat Fee must be paid before the EzyWasiat document to be printed.
- 8.2 The Bank will only accept 1st party payment of the Fee if paid through the Createwills platform under your name.
- 8.3 In the event of any amendments request made after the first 3 months, the Amendment Fee will be charged.
- 8.4 No refund of fee is to be made upon cancellation.
- 8.5 You will make good the payment of such Fee and Charges by ensuring that there are sufficient funds in your Banking Account at all times for the Bank to debit.
- 8.6 The Bank reserves the right to revise the Fee from time to time.
- 8.7 The Wasiat Fee for each Services are as follows:-

Services	Fee & Charges
EzyWasiat Writing Fee	RM600
Wasiat Amendment Fee (optional)	RM50 per amendment
Wasiat Advisory Fee (optional) - <i>by CreateWills panel lawyers</i>	RM350
Grant of Probate Fee (optional) - <i>via CreateWills panel of lawyers</i>	RM3,000 flat rate (excluding disbursement)

- 8.8 All fees specified do NOT include any government or applicable taxes which will be charged separately.
- 8.9 Through the collaboration, the Bank acts as an agent for Createwills to market the EzyWasiat product for an agreed wakalah fee of RM455.

9. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA

- 9.1 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 and your EzyWasiat. You consent and agree to disclose your financial condition, details of EzyWasiat to the Bank;
- 9.2 In order to process this application and subsequently to continue performing the contractual agreements entered between you and any entity within Maybank Group, we may need to disclose your personal data to other entities within Maybank Group and other external parties. The external parties here may include: (1) governmental and regulatory bodies such as Bank Negara Malaysia and Securities Commission, (2) our business strategic partners such as CAGAMAS and debt collection agents, (3) outsourcing vendors such as vendors we work with for the maintenance and storage of your personal data. These parties may locate and / or process your personal data within or outside of Malaysia;
- 9.3 From time to time, we, 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;
- 9.4 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 or obtain a copy from any of our Maybank's branches;
- 9.5 Your consent under this paragraph will survive your demise, insolvency, incapacity, the termination of these Terms and Conditions.

10. LIMITATIONS OF SERVICES

- 10.1 The Bank shall not be appointed as executor in your EzyWasiat.
- 10.2 The Bank does not provide nor purport to advise you in connection with your:
 - 10.2.1 Tax consequences arising from such distribution;
 - 10.2.2 Effectiveness of such distribution; and Legal consequences of such distribution.
- 10.3 You are advised to obtain independent legal and tax advice from the professional bodies.
- 10.4 You must ensure the distribution of estate is made in accordance with the applicable Islamic inheritance laws or applicable laws from time to time.

11. LIMITATIONS OF LIABILITY

- 11.1 The Bank:
 - 11.1.1 shall not be responsible for the administration of your estate.
 - 11.1.2 is not 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 of 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; and
- c) Any tampering or misplacing of the EzyWasiat while in your custody.

11.1.3 The Bank makes no representation or warranty that you will have continuous or uninterrupted access to the Services, or that any of the functions of the Services will be error-free or that no damage will occur to your computer system. The Services provided to you are on "as is" and "as available" basis and the access to the Services is strictly at your own risk. The Bank makes no representation or warranty relating to the Services, including, without limitation, its performance, content, or functions.

12. INDEMNITIES

12.1 You agree to indemnify the Bank for any claim, loss, damages, penalty, charges, cost and expense (including costs on a solicitor and client basis) which the Bank may incur or suffer as a result of:-

12.1.1 Your breach of this Terms and Conditions;

12.1.2 Any intellectual property right or proprietary right infringement claim made by a third party against the Bank in connection with your use of the Services.

13. SECURITY AND EQUIPMENT

13.1 All Information provided by you in connection with the Services will be stored on the Bank's secure servers and protected by certain encryption techniques. However, the security of the Services depends upon your efforts to protect your Createwills Platform Security Access for the Services. You must take all necessary precautions to safeguard your Createwills Platform Security Access, which allows you to access the Services.

13.2 You shall be responsible for all access and use of the Services via your Createwills Platform Security Access whether authorised by you or otherwise and shall indemnify the Bank in relation to any liability, losses or damages suffered or incurred by the Bank arising from the access and use of the Services via your Createwills Platform Security Access.

14. CREATEWILLS'S PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

14.1 Other than your personal information, all goods, records, reports, documents, other materials and deliverables (whether in documentary, electronic or other forms) created or produced in relation to the Services are the property of the Createwills and protected by copyrights, trademarks, or other intellectual and proprietary rights. Your usage of the Services does not grant you a license or right to use any Createwills trademark without the express written approval of the Createwills. In addition, your usage of the Services does not grant you a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

15. GOVERNING LAW AND JURISDICTION

- 15.1 The Terms and Conditions are governed by and are to be construed in accordance with the laws of Malaysia. By subscribing the Services, 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 Createwills platform are appropriate or available for use in jurisdictions other than Malaysia.
- 15.2 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.

16. CHANGE OF TERMS AND CONDITIONS

- 16.1 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.

17. QUERIES AND COMPLAINTS

- 17.1 In the event that you have any queries, complaints and/or disputes arising from your access to and use of the Services, you shall refer the matter to the Bank as per the relevant contact details as stipulated in the Product Disclosure Sheet.
- 17.2 The Bank shall use its reasonable endeavours to respond to the queries and resolve any problems or issues as may be raised by you.
- 17.3 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.

18. GENERAL TERMS AND CONDITIONS

- 18.1 By subscribing the EzyWasiat, you agree to access the Createwills platform at www.wasiat.maybank.com.my on a regular basis to view these Terms and Conditions and seek clarification from the Bank should any of these Terms and Conditions be not fully understood and to ensure that they are kept-up-to-date with any changes or variations made to these Terms and Conditions. Any variation (of any of these Terms and Conditions stated herein) shall be binding on you (through any notice displayed at maybank2u page).
- 18.2 For information, enquiries, feedback and/or complaints related to EzyWasiat, please contact:
- 18.2.1 your home branch or nearest branches nationwide or Premier Wealth Centre/Premier Wealth Lounge;
- 18.2.2 Customer Care Hotline at Tel: 1-300-88-6688 (local), 603 - 78443696 (overseas) or email to mgcc@maybank.com.my or you may also send your queries via email : wealthdistribution@maybank.com

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