

1. DEFINITION AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words and expressions shall have the meanings respectively set out opposite them:

“Account”	means a Current account that a Company opened and maintains with Maybank, including but not limited to the Designated Account as the case may be and which may be debited through the use of the Card.
“ATM”	means Automated Teller Machine or card operated machine, whether belonging to MBB or other participating banks or financial institutions or to the Visa/Master Global ATM Network, or other affiliated networks, in respect of which the Bank has a subsisting arrangement to allow the Cardmember to use the Card at such machine.
“Card”	means the Maybank Corporate Debit Card to be issued by Maybank to existing or prospective Cardmembers.
“Cardmember”	means a person to whom a Card is issued as an authorized user and “Cardmembers” shall be construed accordingly.
“Charges”	means any and/or all amount charged to the Card by the Cardmember for the purchase of goods and/or services at any Merchant’s establishment and which amount shall be debited against the Cardmember’s Account.
“Company”	means a company whom opened and maintains a Company Current Account with Maybank to which the Card will be given access to the Account
“Debit Transaction”	means a transaction effected under MyDebit, mark and logo through the use of the Card with PIN accompanied by the Cardmember’s signature
“De-link”	means change/amend the “Designated Account”.
“Designated Account”	means the Account designated by the Cardmember (and which the designation has been approved by Maybank) for the time being for the purpose of carrying out the debit transactions.
“Held Balance”	means at any time the total amount estimated by Maybank to be the amount of any and all the debit transactions effected on the Card, but which have not been debited from the Designated Account.
“Merchant”	means any domestic government agencies, its employees, servants or agents which agrees to accept or cause its offices, outlets, shops, stores, business premises and locations in Malaysia or elsewhere to accept the Card when properly presented to allow a Cardmember to make debit transaction to the Card.
“PIN”	means the Personal Identification Number provided to the Cardmembers for use in conjunction with the Card.
“MBB”	means Malayan Banking Berhad (Company No. 3813-K), a licensed bank incorporated under the laws of Malaysia and having its registered address at Malayan Banking Berhad, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur (Telephone No: 603-20708833) and its successors in title and assigns. “Validity Date” means the expiry date of the Card as printed on the Card.
“Validity Date”	means the expiry date of the Card as printed on the Card.
“Transaction”	means any and all banking transactions effected through the use of the Card and/or PIN and shall include but not limited to, purchase, payment, and any

other electronic banking service as Maybank shall offer or introduce from time to time (whether via ATM, Point-of-sale (POS) terminal, internet transaction or such other terminals or channels that are available to the Cardmember). For the avoidance of doubt, the term "Transaction" shall include "Debit Transactions".

"Statement" means the hardcopy statement of account issued by Maybank reflecting the total Transactions.

1.2 Unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided: -

- a) words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
- b) words denoting persons shall also include their respective heirs, personal representatives and successors in title or permitted assigns;
- c) any reference to a sub-clause, clause or party is to the relevant sub-clause, clause or party of and to this Term & Condition and includes all amendments and modifications made to this Term & Condition from time to time in force;
- d) any reference to a statutory provision includes any modification, consolidation or re-enactments for the time being in force and all statutory instruments or orders made pursuant thereto;
- e) the word "Ringgit Malaysia" and the abbreviation "RM" mean the lawful currency of Malaysia;
- f) any reference to a "Business Day" is to a day on which Maybank is open for business in Kuala Lumpur;
- g) if any period of time falls on a day, which is not a Business Day, then that period is to be deemed to only expire on the next business day;
- h) the headings in this Term & Condition are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

2. APPLICATION AND ACCEPTANCE

2.1 Authorized employee of a company aged 18 years and above where the company has opened and maintained an Account with Maybank and Maybank2u Biz are eligible to apply for the Maybank Corporate Debit Card.

2.2 An applicant for the Card must complete the provided online Maybank2u Biz application form and submit it online as specified therein.

2.3 Maybank shall be entitled at its discretion to approve or disapprove any application for the Card.

2.4 By issuance of the Card to the Cardmember, Maybank agrees to make available the facilities of the Card to the Cardmember subject to the terms and conditions herein set out (as may be varied, amend, delete or add by Maybank from time to time by giving notice of twenty-one (21) calendar days).

2.5 Upon the receipt of the Card, the Cardmember shall immediately sign at the relevant signature panel on the Card. By using the Card, the Cardmember agrees to be fully bound by the terms and conditions herein set out (as may be varied, amend, delete or add by Maybank from time to time by giving notice of twenty-one (21) calendar days).

2.6 A Cardmember shall request for maximum five (5) Cards at any one time, subject to Maybank's discretion as it deems fit.

2.7 Where a Cardmember has been issued more than one Card, Maybank has the right to cancel any cards as Maybank may determine at Maybank's discretion and the Cardmember shall surrender such Card to Maybank.

3. USE OF THE CARD

3.1 In consideration of Maybank issuing the Card to the Cardmember, the Cardmember agrees to abide by the terms and conditions set out herein and such other terms and conditions, amendments and/or additions as Maybank may, in its discretion, prescribe from time to time by giving the Cardmember

twenty-one (21) calendar days' notice before the effective date in the manner prescribed at clause 12.4(a) and (b).

3.2 The Card is valid only until the Validity Date. Upon the expiry of the Validity Date, the Cardmember shall cut the Card in half across the magnetic stripe and chip ensuring it is completely damaged ("Terminated Card") and return the Terminated Card to Maybank for a new Card, which shall be issued at the discretion of Maybank.

3.3 The Card is a debit card for which the Account will be debited when payment using the Card are made.

3.4 The Card can only be used at the following Domestic Government agencies with the following merchant category code (MCC) for so long as there is the equivalent amount of cash balance in the Account at the point of transaction (subject always to such limit as may be determined by Maybank). The Cardmember is responsible to ensure that there is sufficient cash balance in the Account prior to using the Card to purchase goods and/or services. Such purchases are subject to a maximum limit of the amount available in the Account.

Merchant Category Code (MCC)	Description
9399	Government Services
9402	Postal Service- Government Only
9311	Tax Payment- Government Agency
9223	Bail and Bond Payment (Payment to the government agency for the surety of bonds, but not actual bonds.)
9222	Fines- Government Administrative Entities
9211	Court Costs, Including Alimony and Child Support- Court of Law

3.5 The following features are not applicable for this Card inclusive but non-exhaustive:

- a. Cash withdrawal
- b. Fund transfer
- c. Overseas transactions
- d. Card not present transactions
- e. Contactless transactions
- f. Balance inquiry
- g. Purchase of goods/services other than domestic government MCCs

3.6 The daily accumulated purchase limit is defaulted at RM20,000.00 during the application for the Card unless specified otherwise by the Cardmember in the Card's application form. The daily purchase limit can be changed anytime by the Cardmember to a limit offered as an option by Maybank through Maybank2u Biz or any other means as Maybank deems fit.

3.7 For the purpose of effecting MyDebit transactions with the Card, Cardmember is required to set PIN through Maybank2u Biz. The PIN is strictly confidential and should not be disclosed to any person under any circumstances or by whatever means. The Cardmember further acknowledges and agrees that he / she shall be fully responsible and liable for all transactions effected by the use of the PIN whether with or without knowledge or authority of the Cardmember.

3.8 The Bank shall not be held liable for any unauthorised usage beyond the intended purpose of the Card by the Company.

3.9 The Cardmember hereby undertakes to hold Maybank free from all claims and liabilities from all parties arising from any unauthorized use. The Cardmember further agrees and undertakes to indemnify and keep Maybank fully indemnified against all consequential losses, expenses or claims suffered by Maybank.

4. COVENANTS BY CARDMEMBER

The Cardmember covenants with Maybank as follows:

- that only the Cardmember shall be entitled to transact on the Card issued in the Cardmember's name with Merchants;
- if a Card was reported lost or stolen and a replacement card has been issued by Maybank and the lost or stolen Card is subsequently recovered ("Recovered Card"), the Cardmember shall immediately destroy the Recovered Card by cutting the Recovered Card into half across the magnetic stripe and chip ensuring it is completely damaged ("Terminated Card") and return such Card to Maybank;
- to notify Maybank promptly in writing of any change to the particulars of the Cardmember as given to Maybank during the card application and to provide Maybank with any other details as Maybank may request from time to time;
- to comply with the terms and conditions herein set out (as may be varied by Maybank from time to time by giving notice of twenty-one (21) calendar days) and all other conditions for the use of the Card as may from time to time be imposed by Maybank;
- not to use the Card for any unlawful activities. Maybank shall be entitled to terminate the Card immediately if the Card is suspected to be used for unlawful activities;
- the transactions to be effected using the Card(s) and monies or funds to be used for reload of the Card(s) are neither obtained from any unlawful source nor relate to any unlawful activities.
- notify Maybank as soon as reasonably practicable after having discovered that the Card is lost, stolen, an unauthorised transaction had occurred or the PIN may have been compromised;
- notify Maybank immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorised;
- check the account record and report any discrepancy without undue delay.
- take reasonable steps to keep the debit card and PIN secure at all times, including at the cardholder's place of residence. These include not:
 - disclosing the debit card details or PIN to any other person;
 - writing down the PIN on the debit card, or on anything kept in close proximity with the card;
 - using a PIN selected from the cardholder's birth date, identity card, passport, driving licence or contact numbers; and
 - allowing any other person to use the debit card and PIN.

5. WITHDRAWAL/SUSPENSION OF USE OF THE CARD

5.1 All Cards are the property of Maybank who is entitled at any time at its discretion to withdraw the Card or suspend its use or otherwise refuse any Transactions in whatever circumstances as Maybank may deem fit.

5.2 Upon such withdrawal, suspension or termination of the use of the Card, the Cardmember shall forthwith return the "Terminated Card" to Maybank.

6. DISCLAIMER OF LIABILITY OF MAYBANK

6.1 Maybank shall not be liable for any act or omission on the part of the Merchant including refusal by the Merchant to honour the Card or any defect or deficiency in any goods or services provided by the Merchant. The Cardmember shall resolve all complaints, claims and disputes against the Merchant directly with the Merchant and not through Maybank. The Cardmember undertakes not to enjoin Maybank in any such claim and/or dispute or legal proceedings against the Merchant. Maybank shall not be liable for any payment remitted to the Merchant notwithstanding any claim and/or dispute that the Cardmember may have against the Merchant. In the event there is a dispute of any transaction, the amount deducted for payment towards such disputed transaction shall not be refunded until the Cardmember is absolved from any liability whatsoever in relation to such disputed transaction.

6.2 The Cardmember undertakes to exempt Maybank from all liability if the Card is not accepted by any Merchant or ATM.

6.3 Maybank disclaims all liability whatsoever for any failure to perform any obligations hereunder howsoever such failure may arise, and regardless whether such failure is within or outside Maybank's control.

6.4 Without prejudice to the generality of the foregoing, the Cardmember agrees not to hold Maybank liable in the event that Maybank is unable to perform in whole or in part any of its obligations under

these terms and conditions, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, industrial dispute, electrical failure, any act beyond Maybank's control or any Act of God.

7. FEES AND CHARGES

7.1 A fee of RM12.00 will be charged for every replacement Card issued respectively after the first five (5) Cards.

7.2 Any costs or charges due from the Cardmember shall be debited to the Account and reflected in the Account statement. Any costs or charges paid by the Cardmember shall not be refundable under any circumstances.

7.3 In the event there is insufficient balance in the Account to pay for any transaction or other amount payable by the Cardmember, including but not limited to any interest, fees, charges or other payments due to Maybank, Maybank reserves its right to set-off any credit balance in one account against any debit balance in another account held by the Company with Maybank by giving the Company seven (7) calendar days' notice before the effective date in the manner prescribed at clause 12.4 (a) and (b).

7.4 The aforesaid fees or charges may be varied at any time, and from time to time at the discretion of Maybank by giving the Cardmember twenty-one (21) calendar days' notice before the effective date in the manner prescribed at clause 12.4 (a) and (b).

7.5 For the avoidance of doubt, the Cardmember shall bear all professional fees, taxes (including but not limited to service tax or Goods and Services Tax "GST" and/or any applicable taxes imposed from time to time), and out-of-pocket expenses incurred and any other fees, expenses or recourse in respect of this Product.

8. STATEMENT

8.1 Transaction history can be viewed by using the Maybank2u Biz login ID assigned to the authorised personnel at the company.

8.2 The records and entries in the Account with Maybank as appearing on the transaction history shall be deemed to be correct and binding on the Company unless notice to the contrary is given to Maybank within fourteen (14) calendar days from the date of the said transaction record.

8.3 Upon receipt of such notice duly given by the Cardmember within the stipulated time period, the Bank shall look into the disputed transaction to make the necessary adjustments and rectifications, if any. Kindly take note that the Bank will take stern actions including making a police report and subsequent legal action (if need be) against any customer for any attempt to make false claims on the disputed transactions. The operation of the Clause shall not in any way affect the Cardmember's obligation under Clause 7 PROVIDED ALWAYS that any money due to or from the Cardmember shall be credited or debited into the Account.

9. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

9.1 Cardmember shall use all reasonable precautions to prevent loss, theft and misplace of the card/s and the PIN and have the responsibility not to allow any third party to use the card/s and the PIN.

9.2 Cardmember must notify Maybank as soon as reasonably practicable after having found that the card is lost or stolen or the PIN is disclosed or misplaced or compromised. Cardmember also must make a police report and copy of the report must be provided to the Maybank.

9.3 The Cardmember can call our Customer Care Centre at 1-300 88 6688 (available 24 hours, 7 days a week) or visit www.maybank.com

9.4 Cardmember will be held liable for PIN-based unauthorized transactions if they have:

- acted fraudulently;
- delayed in notifying Maybank as soon as reasonable practicable after having discovered the loss of unauthorized use of their debit card;

- voluntarily disclosed their PIN to another person; or
- recorded their PIN on the debit card, or on anything kept in close proximity with their debit card.

9.5 Maybank's decision on the Cardmember's liability in the event of loss, theft or misplace or the Card/s or where the PIN is disclosed, misplaced or compromised shall be deemed final and conclusive and binding upon the Cardmember.

9.6 Maybank is under no obligation to issue a replacement Card following the loss or theft or unauthorized use of the Card. In the event Maybank issues a replacement Card, Maybank shall be entitled to impose such conditions and impose such fees or charges as Maybank may deem fit at its discretion.

9.7 In the event that the Cardmember recover the lost or stolen card, the Cardmember shall forthwith return the lost or stolen card to the Bank without using or attempting to use the service. Maybank may, but not necessarily, issue a replacement card to the Cardmember following its lost or theft.

9.8 In some circumstances, card scheme rules allow the Cardmember to charge back to the Merchant with whom the transaction was made (if the chargeback right is available) subject to the complaint or dispute was made to Maybank by the Cardmember in writing within twenty (20) days from the date of such transaction in the customer's Account statement and the Cardmember has provided the necessary information requested by Maybank to support the chargeback within the requested timeframe.

10. CONCLUSIVE EVIDENCE

The Cardmember hereby covenants with Maybank to accept as final and conclusive evidence against the Cardmember in any legal proceedings and for all other purposes whatsoever:

- a statement issued by Maybank is conclusive evidence of the Cardmember's indebtedness to Maybank;
- a certificate from an authorized officer of Maybank is conclusive evidence of the issue whether due notice of any matter arising out of this Term & Condition has been given to the Cardmember;

11. NOTICES

11.1 Any communication referred to in this Terms & Condition shall be deemed to have been duly received by the Cardmember if left at or sent by certified ordinary post to his / her last known address or advertised in any media including the internet as decided by Maybank.

11.2 Services of any notices or legal process shall be deemed to have been effected on date of delivery if made by hand or in the case of post, on the second Business Day after posting to the Cardmember at the last known address notified to Maybank or on the date of any advertisement thereof by Maybank.

12. MISCELLANEOUS

12.1 In the event that Cardmember has opted-in in relation to the disclosure of information for the purpose of cross selling, marketing and promotions and further consent to and authorize the transfer of the information for any purpose, including but not limited to credit evaluation, to use, analyze and assess the information for the purpose of improving and furthering the provision of other products and services by the Bank in the application of the Card, and Cardmember subsequently wants to opt-out or vice versa, Cardmember may contact Maybank Customer Care Centre to change the option.

12.2 If there is any update to the account information/Common Reporting Standard status, Cardmember agrees to notify and furnish Maybank with the relevant documentary evidence within 30 days of such change. Cardmember consents and authorize Maybank to perform any of the following if applicable:

- 12.2.1 Withhold any applicable payments in the account.
- 12.2.2 Report or disclose all relevant information relating to or arising from the account.
- 12.2.3 Terminate (with prior notice) Cardmember's contractual relationship(s) with Maybank.

12.3 If any provision hereof is held to be void or unenforceable, in whole or in part, under any enactment or rule of law, the remaining provisions hereof shall remain in full force and effect.

12.4 Maybank reserves the right to add, delete, alter or amend any of these terms and conditions as

mentioned in any of the earlier clause at any time with notice and they shall become effective on such date as Maybank may elect to adopt, however for changes in fees and charges, at least twenty-one (21) calendar days prior notice before the effective date is required. At the discretion of Maybank, notice of such additions or modifications or amendments may be effected by:-

- a) Displaying the same at the premises of Maybank or its branches or by mailing aforesaid notice to the Cardmember; or
- b) Sending notice of the same by Short Message Services ("SMS") or electronic mail or by posting the notice of the same on Maybank's website.

12.5 If the Cardmember does not accept any such amendments, the Cardmember may, within seven (7) calendar days after Maybank has given such notice, terminate the use of the Card in accordance with Clause 5.

12.6 Maybank is entitled to assign any receivables from the Cardmember to Maybank to such parties and upon such terms as it may deem fit by giving notice of seven (7) calendar days.

12.7 This Terms & Condition (and all Terms & Condition formed pursuant hereto) shall be governed and construed under the laws of Malaysia and the Cardmember agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.

12.8 Time whenever mentioned shall be of the essence of this Terms & Condition but no failure to exercise and no delay in exercising on the part of Maybank of any right, power of privilege under this Term & Condition shall operate as waiver thereof, nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies therein provided are cumulative and not exclusive of any rights or remedies provided by law.

12.9 The obligations of the Cardmember & Company shall be binding on the Cardmember's legal representatives or successors in title and assigns.

12.10 In the event of any ambiguity arising from this Terms & Condition, such ambiguity shall be resolved by Maybank. Maybank's construction of the meaning of any provision and where applicable, its choice of the appropriate provision to be applied to a particular situation shall be final and binding on the Cardmember.

12.11 If the Cardmember wishes to complaint on the products or services provided, he/she may contact:-

Address	Maybankcard Centre 7 th Floor Menara Maybank 100 Jalan Tun Perak 50050 Kuala Lumpur
Telephone	1-300-88-6688 (Malaysia) 603-78443696 (Oversea)
Fax	+603-7953 860
Email	mbbcardservice@maybank.com.my
Website	www.maybank.com

If your query or complaint is not satisfactorily resolved, you may contact Bank Negara Malaysia LINK or TELELINK at:

Address	Block D, Bank Negara Malaysia Jalan Dato' Onn 50480 Kuala Lumpur
Telephone	1-300-88-5465
Fax	03-21741515
Email	bnmteleshop@bnm.gov.my

12.12 Notwithstanding any provision herein to the contrary, Maybank shall not be liable to the Cardmember and any party for loss, injury, delay or damages suffered or incurred by any such other party in performance of their respective obligations herein resulting from acts or occurrences beyond their reasonable control due to acts of God, strikes, labour disturbances, lockouts, terrorism, material shortages, riots, acts of war, governmental regulations, fire, earthquakes, flood, lightning strike, outbreak

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of disease and other natural disasters. The obligations of Maybank, as far as affected by such acts or occurrences, shall be suspended during the continuance of any delay or failure in performance so caused, and such delay or failure shall not be a breach of this Term & Condition.

-End of Terms and Conditions-
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