

Terms and Conditions for MAE

You may apply and register for MAE provided by Maybank and by you using MAE, you agree to be bound by the following terms and conditions which is made available to you at the time of application, registration and/or at the time of collection of the debit card from us. These terms and conditions shall be read together with Biometric Authentication Terms and Conditions as set out in Appendix A, and will be binding on you immediately upon your use of MAE.

1. DEFINITIONS & INTERPRETATIONS

1.1 Unless otherwise expressly specified, the following definitions shall apply to these Terms and Conditions:

“App” or “Maybank2u Mobile Application” or “Mobile App” means, an application or a service platform downloaded by a user to a mobile device;

“Maybank Group” means, collectively, the Bank, all corporations which are related to the Bank within the meaning of Section 7 of the Companies Act 2016, and all associated companies of the Bank, overseas branches/subsidiaries or of the Bank’s parent company, and “Maybank Group Member” means any one of such entities;

“Bank’s Website” or “Maybank2u” or “M2U” means www.maybank2u.com.my;

“BNM” means the Central Bank of Malaysia / Bank Negara Malaysia;

“Biometric Authentication” means authentication using biological characteristic in accordance with the terms and conditions as set out in Appendix A ;

“e-Commerce” means electronic commerce, being the exchange of goods and services for payment made between the MAE Holder and merchant where all of the Transactions are performed via electronic communications;

“Force Majeure” means events or situations beyond the control of the Bank which include but is not limited to:-
(a) earthquakes, floods, fire, plague, epidemic, pandemic acts of God and other natural disasters; and/or
(b) terrorism, riots, civil commotion or disturbances, war whether declared or not and strikes;
which lasts for three (3) months or more;

“Maybank”, or “MBB”, means Malayan Banking Berhad (Company No. 196001000142), having its

or “the Bank”, or “we”, registered address at 14th Floor, Menara Maybank, 100 Jalan Tun Perak, or “us”, or “our” 50050 Kuala Lumpur;

“Maybank QRPay” means in accordance with the terms and conditions for buyers or senders or “QR” using Maybank QRPay function available on Maybank Mobile Application, is made available at www.maybank2u.com.my;

“Maybank Secure2u” means a method to authorize transactions using secure verification and secure TAC. Secure verification is a feature that allows user to approve or reject Maybank2u selected web and mobile transactions directly from their smartphones or devices;

“MyKad” means Malaysian National Registration Identity Card;

“e- Statement” means the statement setting out the transactions history accessible by the MAE Holder from the Bank’s mobile application or website;

“Push Notification” means notifications via mobile application;

“Sanctions Law” means any sanctions directive or order administered or enforced by Malaysia or other relevant regulatory authorities against any individuals or entities which are located, organized or resident in a designated country or territory.

“Stored Value” means any amount remaining in MAE that is available for Transactions using MAE;

“Stored Value Currency” means currency in Ringgit Malaysia;

“TAC” means Transaction Authorization Code used to approve transaction;

“Top-Up” means the adding of monetary value to MAE;

“Transaction” means all the transactions debited from MAE including those for the purchase of goods and obtaining of services or bill payment or purchases and payments to merchants;

“MAE” means the electronic money facility of the MAE Holder opened with Maybank;

“MAE Holder” or “you” means the person to whom MAE is opened and registered under a full name and identification number (either MyKad or Passport) as the authorized user to use MAE.

1.2 In these Terms and Conditions unless the context otherwise requires:

- (i) references to any legislation or provisions thereof shall include any statutory modification and re-enactment of any legislative provisions substituted therein and all legislation and statutory instruments issued by such legislation or provisions;
- (ii) references to any document or agreement shall be deemed to include references to such document or agreement as may be amended, novated, supplemented, varied, or replaced from time to time;
- (iii) references to clauses shall be read in the case of sub-clauses, paragraphs, and subparagraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;
- (iv) references to any Party to this Agreement or any other related or annexed document or agreement shall include its successors-in title or permitted assigns;
- (v) headings to clauses are for convenience only and shall not affect the interpretation thereof;
- (vi) words denoting the singular shall include the plural and vice versa;
- (vii) words denoting individuals shall include both legal and natural persons and vice versa;
- (viii) words denoting gender shall include all genders; and
- (viii) all annexures and schedules attached hereto shall be construed as an essential part of this Terms and Conditions.

2. ACCEPTANCE OF MAE

- 2.1 Upon your successful application and registration of MAE, we shall make available the MAE facilities to you subject to these Terms and Conditions. Upon the opening or use of MAE, you agree to be fully bound by these Terms and Conditions, Maybank2u Online Banking Services Terms and Conditions and the Terms and Conditions of Maybank QRPay made available at www.maybank2u.com.my.
- 2.2 You must be above the age of eighteen (18) years upon application and/or registration of MAE. In the event that you are below the age of eighteen (18) years ("minor"), you must obtain the consent of your parent and/or legal guardian to use MAE. Your use of MAE is an acknowledgement to us that you have obtained the prior consent of your parent and/or legal guardian. These Terms and Conditions will be applicable to your parent and/or legal guardian in substitution of the applicability of this Terms and Conditions on you.
- 2.3 You acknowledge and agree to subscribe to receive Push Notification service from us and to subscribe to Maybank Secure2u services upon application and/or registration of MAE. The services provided are part of our Maybank2u service, and shall be read in conjunction with the Terms and Conditions of Maybank2u Online Banking Services, which is made available at www.maybank2u.com.my.
- 2.4 You acknowledge and agree to the terms and conditions of Biometric Authentication service provided including but not limited to fingerprint scanning (known as Quick Touch), face identification or voice identification upon application and /or registration of MAE.

- 2.5 The acceptance for opening MAE shall be at our discretion. You acknowledge and agree that we may refuse to accept application to open MAE without having to inform you of the reasons for such refusal.
- 2.6 Without prejudice to our rights above, we reserve the right not to accept the application to open MAE upon being notified or becoming aware of any legal proceedings including any bankruptcy proceedings have been instituted against you.
- 2.7 You undertake not to disclose your Maybank2u username and password created to access MAE to any person. You are liable for any debit entry on MAE arising from any unauthorized transaction. We will not be held responsible for any unauthorized transaction as a result of such disclosure by you.
- 2.8 You acknowledge and agree to receive a virtual card linked to MAE that can be viewed on MAE mobile banking application. The terms and conditions and product disclosure sheet which is made available at www.maybank2u.com.my for debit cards shall also be applicable for the virtual card linked to MAE.
- 2.9 You acknowledge and agree that any funding into MAE from a debit card, savings account or current account shall not be used for any unlawful activities.
- 2.10 This product is not covered under Perbadanan Insurans Deposit Malaysia (PIDM).
- 2.11 We reserve our right to freeze and/or close your MAE for any reason unless not permitted by law including but not limited to:
- (i) Suspicious transactions;
 - (ii) MAE was created under/with a fictitious name or MyKad or Passport or any other information that was deemed fraudulent at the time of registration;
 - (iii) MAE was created using suspicious MyKad or Passport image or selfie; and/or
 - (iv) MAE created without any transaction for 3 months from the date of creation.
- 2.12 Upon being made aware of any report made on stolen identity used to create your MAE, we reserve our right to freeze your account and/or MAE until the investigation is completed and the Bank is satisfied that you can continue to use your MAE. We may at any time request you to visit our nearest branch to perform the necessary verification of your identity.
- 2.13 If you wish to close your MAE, you are required to zero-rise the balance in your MAE before visiting our branch to close the account.

3. COVENANTS BY MAE HOLDER

- 3.1 The MAE Holder covenants with the Bank as follows:
- a) that only the MAE Holder who has been successfully registered by us shall be entitled to use MAE;

- b) to exercise all possible care at all times to ensure the safety and confidentiality of your Maybank2u username and password;
- c) to notify us promptly in writing of any changes to your particulars provided to us during the application/registration of MAE and to provide any other details as we may request from time to time;
- d) to comply with all other conditions for the use of MAE and any conditions that may from time to time be imposed by us;
- e) to use MAE solely for the purpose of purchasing goods and services, bill payments, QR payments or any other transactions allowed by us from time to time;
- f) to not to use MAE for any business purposes and/or unlawful activities including but not limited to illegal online banking, betting or gambling;
- g) to ensure that the total Stored Value shall at all times not exceed RM4,999.99 for customer without MAE Visa Debit Card, RM10,000.00 for customer with MAE Visa Debit Card or any other amount as may be determined by us;
- h) to ensure that the Transactions to be effected using MAE and monies or funds to be used for "Top up"/ reload of MAE are neither obtained from any unlawful source nor related to any unlawful activities under legislations including the Financial Services Act 2013 ("FSA") & AntiMoney Laundering And Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUAA").

4. MANNER OF USE

- 4.1 You will comply with all requirements, directions, instructions and guidelines for use of MAE issued by us from time to time in respect of all credit, banking facilities and services rendered to you.
- 4.2 You will be liable for all charges and advances arising from all transactions, whether authorized or unauthorized, effected with MAE.
- 4.3 Notwithstanding any other provisions set out herein, we may at any point of time with or without notice decline to renew, cancel, revoke, suspend, block or restrict the use of your MAE or to block a transaction made through MAE upon the occurrence of any one of the following events but not limited to:-
 - a) MAE is used for payment for any illegal purchases;
 - b) MAE is used for payment for any unlawful transactions or transactions that will or is in breach of the laws of Malaysia;
 - c) MAE is used for purchase of goods and services that will be resold i.e. not for personal use of the MAE Holder;
 - d) use of false identity to open and operate MAE; and/or
 - e) use of MAE for the purpose of Money Laundering and Terrorist Financing (MLTF) activities.

The opening and use of MAE shall be subject to all provisions of FSA, AMLATFPUAA and all regulations and directives made thereunder by BNM. You agree to release us from all liability from any loss or damages that you may suffer as a result of our decision to decline to renew, cancel, revoke, suspend, block or restrict the use of your MAE or to block a transaction made through MAE.

5. FEES AND CHARGES

- 5.1 The e-Statement made available on MAE is free of charge.
- 5.2 Where applicable, you will be notified through publication/posting at our website of any changes or fees that you may incur for any services provided by us. You shall keep track of the current fees or charges imposed by us at our website. You shall be notified of any changes to these Terms and Conditions within twenty-one (21) days' prior to the date of implementation.
- 5.3 You will be liable for and will indemnify us on all claims made against us and all penalties, charges, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which we may reasonably incur as a result of any expenses incurred by us in the enforcement of our right and entitlement under this Terms and Conditions and the recovery of monies owed by you to us under your MAE and for any other reasonable fees and charges imposed by us for services and facilities rendered to you.

6. TERMINATION/WITHDRAWAL/SUSPENSION OF USE OF MAE

- 6.1 MAE shall remain our property at all times and you shall not transfer or otherwise part with the control or possession of MAE for any use or purpose unauthorized by us.
- 6.2 We are entitled at any time to terminate the use of, withdraw or suspend the use of MAE or otherwise refuse any Transaction to be effected on MAE if we are made aware of any breach of the Terms and Conditions by you.
- 6.3 You hereby agree to release us from all liabilities and to indemnify us and hold us harmless against any claims or demands whatsoever arising directly or indirectly from the withdrawal of, suspension of or refusal to effect any Transactions on MAE including any purported claim for defamation or for any losses.
- 6.4 In addition to our rights set out above, we may at any time terminate the use of and withdraw MAE upon the happening of any and/or all the following events or any of them:
 - a) you are adjudicated bankrupt or become insolvent, die or becomes insane;
 - b) any of your real or personal property is the subject of a levy of execution, writ of attachment, or any other legal encumbrance; and/or
 - c) you fail to comply with any of the provisions set out in this Terms and Conditions.
- 6.5 You may terminate your MAE by a formal written request to us. Termination of the MAE by you shall not affect your liability for any monies owing to us up to date prior to and up to the date of termination.

- 6.6 Upon cancellation of MAE or upon revocation, suspension, termination or restriction on the use MAE by you, all outstanding monies due under MAE and any deficiency in Stored Value shall be deemed as monies owing to us by you, and shall become due and payable immediately and you shall upon demand by us, settle in full to us, failing which we shall proceed to take any action deemed necessary to recover the same.
- 6.7 Upon cancellation of MAE or upon revocation, suspension, termination or restriction on the use of MAE by you, you may redeem the Stored Value by way of the mode of redemption provided by us.

7. LIABILITY OF MAE HOLDERS

- 7.1 You will be fully liable for all Transactions effected through MAE and the username and password whether performed with or without your knowledge or authority.
- 7.2 You will take reasonable precautions not to disclose your username and password to any unauthorized persons. You will upon discovery of your MAE is being compromised, thereof immediately notify Maybank Group Customer Care (with confirmation in writing within a reasonable period thereafter). You will make a police report and a copy of the same shall be extended to us.
- 7.3 You will be liable and remain liable for all Transactions incurred from the unauthorized usage of MAE if investigations by us and/or the authorities reveal that you were directly or indirectly involved in the procurement of any merchandise or services through the use of MAE.
- 7.4 We must be notified, in writing, immediately of any attempt/unauthorized transactions and you will be responsible for any transaction or use of MAE prior to the receipt of such notification by us.

8. DISCLAIMER OF LIABILITY BY BANK

- 8.1 You will not hold us liable if your information was used by another person to open/register a MAE due to identity theft provided we have done the requisite checkings.
- 8.2 In the event of any actual or apparent identity theft or unauthorized use of personal information, we will make reasonable efforts to investigate the matter and liaise with the relevant authorities.
- 8.3 We will not be liable for any losses or damages caused to you arising from any act or omission on the part of a merchant including refusal by the merchant to accept the payment or any defect or deficiency in any goods or services provided by the merchant. You will resolve all complaints, claims and disputes against the merchant directly with the merchant and not through us. You shall not to enjoin us in any such claim and/or dispute or legal proceedings against the merchant. We shall not be liable for any payment remitted to the merchant notwithstanding any claim and/or dispute that you may have against the merchant. Where there is a dispute to a Transaction, the amount deducted for payment towards the disputed Transaction will not be refunded unless we determine after an investigation that you are not liable for the disputed Transaction. Any monies to be refunded shall be credited to MAE.
- 8.4 You shall absolve and exempt us from all liability whatsoever if the payment is not accepted by any merchant.

9. ENQUIRIES / COMPLAINTS / COMMUNICATION

Any complaint in relation to MAE shall be directed to the Maybank Group Customer Care.

Maybank Group Customer Care,
Lot 12, Jalan Astaka U8/84,
Section U8, Bukit Jelutong,
40150 Shah Alam,
Selangor.

Telephone no.: 1300-88-6688
Overseas telephone no.: +603-78443696
Fax no.: 1300-88-8899
Email address: mgcc@maybank.com.my

10. TOPPING UP / MAXIMUM STORED VALUE / DEBIT BALANCE

10.1 You may “Top Up” and pay monies into MAE in the following manner or any other such manner which we may prescribe from time to time:-

- a) funds transfer from any of your other accounts held with us in any manner permitted by us;
- b) inter-bank money transfer from your other accounts held with other banks;
- c) locally issued Debit Cards (MasterCard and Visa); and/or
- d) any local Maybank Cash Deposit Machine (CDM) or Smart Recycle Machine (SRM).

10.2 “Top-Up” shall not be considered to have been made until the relevant “Top-Up” has been received and processed for value by us.

10.3 The maximum Stored Value that you may credit to MAE is RM4,999.99 for customer without MAE Visa Debit Card, RM10,000.00 for customer with MAE Visa Debit Card or any other amount as may be determined by us. Nevertheless if as a result of any error or other circumstances, our system permits your Stored Value to exceed RM4,999.99 or any other amount as may be determined by us, we will notify you of such excess and require you to fully utilize such excess or redeem such excess by way of the mode of redemption within 14 days from the date of our notification.

10.4 If as a result of any error or other circumstances:

- a) you debit an amount in excess of your Stored Value; or
- b) a Transaction exceeds the Stored Value; and/or
- c) the MAE’s Stored Value is not sufficient to cover any fees and charges and any of the above creates a debit balance on the MAE, such debit balance shall be an amount due to us and you will repay such debit balance due to us within 14 days from the date of our request for repayment. Such a repayment may be made by you by way of “Top Up” in an amount that equals to or exceeds such debit balance. Any amount of the “Top Up” in excess of the debit balance shall be treated as Stored Value.

10.5 You will accept full responsibility for all Transactions made by the use of MAE and shall accept our record of Transactions as binding and conclusive and you also agree to the following :

- a) for any cash deposit made at the CDM or SRM to reload MAE, you shall accept the deposit amount as printed onto the CDM or SRM receipt and the entry thereof in our records as correct. In the event of cash jammed, the deposit amount shall be deemed to have been received by us upon verification by two (2) of our officers;
- b) we shall not be held liable, in the absence of willful misconduct or gross negligence on our or our agent's part, for any loss or damage you may suffer arising out of the services offered by us and our agents;
- c) we shall not be held liable for any loss or damage if a wrong MAE number is keyed in by you in the course of utilizing the services offered by us and our agents;
- d) we will not effect any payment order or instruction unless there is sufficient balance in your MAE on the payment order or instruction date and we shall not be liable for any losses or damages. All payment order or instruction will be void if your MAE is closed or the payment order or instruction is cancelled on or before payment date;
- e) we reserve the right to add or withdraw any merchant without assigning any reason and shall not be held liable for any loss or damage suffered as a result of such action;
- f) we shall not be held liable for any loss or damage arising from any mistake in the registering of any bill details, including but not limited to reference number due to your failure to register the correct details or failure to update us of any changes;
- g) you hereby authorize us to debit your MAE for the charges levied on the bill payment service;
- h) for all top-up transactions processed via Mastercard/Visa, no disputes will be entertained. You will not be able to raise a chargeback claim for such transactions which have been processed. For debit card top up to MAE, we reserve the right to change the rules of the debit card top up authentication. Debit card top up is subject to chargeback fixed by Visa and Mastercard; and
- i) we reserve the right to suspend, revoke and/or block any reload or top up to MAE which we discover and/or where we have been informed by any third parties (including the police, Bank Negara Malaysia, MasterCard, Visa and/or other banking institutions or other relevant parties) to be irregular, suspicious, illegal or unauthorized, and we shall be entitled to take any action against you as we may deem necessary for such transaction, including blocking suspending and/or terminating the MAE.

11. ELECTRONIC COMMERCE (e-COMMERCE)

11.1 You agree that our record of any e-commerce transaction(s) effected by the use of MAE shall be conclusive and binding on you. The MAE Holder shall be liable for all charges and advances whatsoever arising from all e-commerce transactions, whether authorized or unauthorized, effected with MAE.

11.2 We are not responsible and shall not be liable for the goods and services purchased with MAE through online via the internet or any other means by which you have authorized. We are not

responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services (including any defects or deficiency in any goods or services) purchased by you from any online merchants using MAE. All disputes involving the same should be addressed directly to the merchants from whom the relevant goods and services were purchased. You agree to settle all disputes directly with the merchant. You shall not be entitled to set-off or counterclaim against us or to withhold payment to us on account of such complaint or under any circumstances whatsoever in respect of your claim against the merchant. You shall not initiate any claim or take legal action against us for any claim that you take against the merchant or for any issues with regards the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services that you have purchased from the merchant.

- 11.3 By using MAE to purchase goods and/or services through the online internet sites or portals, you will be responsible for the security of such use at all times. You agree that the entry of your Maybank2u username and password information on the internet shall be sufficient proof of the authenticity of such instructions. We are under no obligation to verify the identity or the authority of the person entering your Maybank2u username and password information and we shall not be liable for acting on such use of MAE regardless of whether the person is authorized or unauthorized and regardless of the circumstances prevailing at the time of the transaction. However, we reserve our right to block, suspend or decline any such transaction over the internet if we have any reason to doubt its authenticity or if in our opinion it is suspicious in nature, unlawful or otherwise improper to do so or for any other reason.

12. STEP-UP TO OPEN M2U.PREMIER ACCOUNT (FOR NON CURRENT AND SAVINGS ACCOUNT CUSTOMERS ONLY)

- 12.1 You hereby agree for us to capture and store a copy / image of your identification ("ID") document and facial images for the purpose of Biometric Authentication during your Step-up application.
- 12.2 You would need to be present at any of our branches to complete the ID verification and due diligence process within ten (10) working days to complete the Step-up application process. Failing which, the Step-up application will be void and at such time, you will need to reinitiate the Step-up application.
- 12.3 We have the right to decline your application for Step-up if you do not meet the required parameters set by us. In such circumstances, we can terminate or suspend the use of your MAE or otherwise refuse any Transactions to be effected on your MAE.
- 12.4 You hereby agree to release us from all liability and to indemnify and hold us harmless against any claims or demands whatsoever arising directly or indirectly from the withdrawal of, suspension of or refusal to effect any Transactions on MAE including any purported claim for defamation or for any losses whatsoever. This release and indemnity shall however not apply if we are determined by a court of law to be in the wrong.
- 12.5 Upon successful application, you will have two (2) accounts, a MAE and M2U.Premier where you can perform your transactions interchangeably.

13. IN-APP PURCHASES

- 13.1 Upon launching the App, you can click on the list of participating merchants ("Merchants") button to view the Merchant's products.
- 13.2 Upon clicking on the desired Merchant's button, you may be re-directed to a 3rd party website to browse the catalogue of available products/services. Should you decide to make a purchase, the App will prompt you to login to the Maybank2u Mobile Application and input the password. A checkout page will appear and you will need to request for a TAC or Secure2U authorization to authenticate the transaction. You will thereafter receive a successful transaction notification from the mobile application.
- 13.3 All matters on fulfilment of the purchase is between you and the Merchant and we shall not be held liable in any manner whatsoever including but not limited to loss or theft of the goods/services purchased.
- 13.4 You hereby agree that we have the right to discontinue the In-App services without any prior notice. We agree that all purchases made prior to the discontinuation date of the services will be honoured.
- 13.5 You may choose the payment account, a savings account and/or current account, for the purchases made for the In-App purchases. You will ensure that the accounts selected have sufficient balance prior to making to the payment for the purchases.
- 13.6 In the event of any dispute on the transaction made through the In-App purchase, you will lodge an official complaint to us by contacting our Maybank Group Customer Care at per the details provided at clause 9.5 above. Proof of transactions will be required to be produced.
- 13.7 Upon determining the validity of the dispute, you will be refunded within fourteen (14) days from the date of determination and the amount will be credited into the account. Any request to refund the amount into any other account is subject to our approval.
- 13.8 Any dispute involving on the part of fulfilment of the Merchant, you must raise the complaint directly to the Merchant through the Merchant's official complaint platform. We will not be held liable for disputes involving Merchant's fulfilment. Any refunds pursuant to such disputes shall follow the process as per clause 12.7.
- 13.9 The list of participating Merchants shall be made visible in the App directly and may be amended and updated from time to time.

14. e-STATEMENT

- 14.1 You will receive an electronic monthly statement (e-Statement) showing the amount of your purchases of goods and/or services, fees and charges incurred your MAE including any payments or reloads made and recorded by us. The e-Statement will contain information about the Stored Value or Transactions history that can be accessed on our website and via the Mobile App by logging into M2U MAE with your registered username and password.

- 14.2 The e-Statement will be sent to you via email to the email address provided at the time of registration of MAE or can be viewed/downloadable from Maybank2u website.
- 14.3 The e-Statement will contain the Transactions history, fees and charges that took place in the past 48 hours and retain the Transactions history, fees and charges of the last 90 days.
- 14.4 The records and entries in the monthly e-Statement of MAE shall be deemed to be correct and binding on you unless we are notified of any disputes or errors within twenty one (21) days failing which you shall be deemed to have accepted the entries contained in the e-Statement as correct and as final and you shall not make any claims against us by alleging that the said e-Statement contains any error, discrepancy or inaccuracy.

15. DEFAULT

- 15.1 Upon the cancellation of MAE or upon the revocation, suspension or restriction of your rights, on our demand, you will immediately settle your MAE in full or in part as required or as agreed upon by us.
- 15.2 Notwithstanding any other provisions of this Terms and Conditions, you will indemnify us for any loss or damage, costs and expenses, fees and charges, which we may reasonably incur in enforcing or attempting to enforce payments due to us under this Terms and Conditions against you .

16. RIGHT TO SET OFF, CONSOLIDATION AND RIGHT TO DEBIT

- 16.1 We may by giving you not less than seven (7) days' prior written notice, set-off or transfer any monies standing to the credit of any of your accounts with us towards the reduction and/or discharge of any sums owing to us under this Terms and Condition.
- 16.2 You agree that our rights and authorisation under this Clause shall not be affected by your death, bankruptcy, insolvency, composition with other creditors or any legal proceedings against you.

17. DATA PROCESSING AND DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA UNDER THE FINANCIAL SERVICES ACT 2013 ("FSA") AND THE PERSONAL DATA PROTECTION ACT 2010 ("PDPA")

- 17.1 You acknowledge and agree that:-

(a) **Collection of Data:** in addition to the information and data (which may include personal data) provided herein, we may obtain and collect the required information and data (which may include personal data) from time to time from any relevant sources, including but not limited to publicly available sources, credit information from the Inland Revenue Authorities, Employees Provident Fund ("EPF"), other financial institutions, Central Credit Reference Information System (CCRIS), SME Credit Bureau, any other credit reference agencies, Maybank Group's own database and systems, and any other person, individual and/or entity which the required information and data (which may include personal data) in relation to the purpose of the financings, products, and/or services made available to you or any arrangement we have with you on account of or for the benefit of the customer and to carry out any commercial transactions entered into with us and/or the Maybank Group, as deemed appropriate.

(b) **Processing of Data:** for the purpose in relation to process the financings, products, and/or services made available to you or any arrangement entered into with you on account of or for the benefit of the customer, to carry out any commercial transactions entered into with us and/or the Maybank Group, for any business and/or operational requirements of ours and/or Maybank Group and to exercise our and/or Maybank Group's rights and obligations, we may need to process, transfer, store, maintain your information and data (which may include personal data) relating to your affairs, accounts and business;

(c) **Disclosure to Maybank Group:** we may in addition to the specific terms and conditions governing the financings, products, and/or services or any arrangement entered into with you on account of or for the benefit of the customer, disclose your information and data (which may include personal data) collected and processed as above, to the Maybank Group including overseas, for any business and/or operational requirements of ours and/or Maybank Group and to exercise our and/or Maybank Group's rights and obligations;

(d) **Disclosure to External Parties:** we may in addition to the specific terms and conditions governing the financings, products, and/or services or any arrangement entered into with you on account of or for the benefit of the customer, disclose your information and data (which may include personal data) collected and processed as above, to the following parties within and outside Malaysia (where necessary), including but not limited to ("External Parties"):

- 1) governmental and regulatory bodies such as BNM and Securities Commission, or to the Credit Bureau established by Bank Negara Malaysia or any other banking or any other regulatory authorities to whom we/Maybank Group is required or permitted to make such disclosure;
- 2) Maybank Group's, auditors, legal advisors and other professional advisors, any credit agencies, debt collection agencies, asset tracing specialists, association of banks or similar industry bodies;
- 3) any actual or potential participant or transferee of our and/or Maybank Group's rights or obligations related to the financings, products and/or services made available to you or any arrangement entered into with you on account of or for the benefit of the customer;
- 4) any representative, agent, service provider, outsourcing service provider, strategic business partners, financial institution, financial services provider or any other entity that we or Maybank Group may use or engage with and/or have a contractual relationship with, both in and outside of Malaysia;
- 5) any security party, any guarantor and/or surety, co-debtor, and where applicable any joint account holder, and/or party making a claim under any third party payment instrument or person who has undertaken liability for the financings, products and/or services made available to you or for any arrangement entered into with you on account of or for the benefit of the customer;
- 6) any owner/manager of products and services, where we or Maybank Group act as agents for such owners/ managers;
- 7) any other financial institution where applicable, in relation to the financings, products and/or services made available by us or any arrangement we have entered into with you on account of or for the benefit of the customer;
- 8) any person, agency, governmental authority or body pursuant to any laws or regulations;
- 9) any legal dispute forum (e.g. court, arbitration proceeding, mediation bureau, tribunal) pursuant to any law or regulation, in accordance to any court order or other legal process or in connection with any action, suit or proceeding; and/or
- 10) EPF, if applicable, information pertaining to your account for any applications for withdrawal submitted by you and/or if such information and/or verification is sought by EPF, and to

entities within Maybank Group to facilitate any of your application for financings, products and/or services that you have subscribed to (i.e. Will/ Wasiat and/or insurance products) and for verification purposes required by the said entities within Maybank Group.

These External Parties, where permitted, may transfer, store, maintain and/or process your information and data within or outside of Malaysia.

17.2 Disclosure to Bank Negara Malaysia

You agree that we may be or are required, whether pursuant to law or otherwise, to provide information to BNM regarding the financings, products and/or services granted to you, or your accounts or any arrangement entered into with you on account of or for the benefit of the customer and/or any commercial transactions entered into with us and/or Maybank Group. You expressly consent to us disclosing such information to BNM (including for the purpose of collation of information from banks regarding their customers), to enable participating banks and other financial institutions to assess the credit worthiness of existing or potential customers. We will not be liable whether directly or indirectly to you or any other persons for such disclosure.

17.3 Personal Data Protection Act 2010

17.3.1 Maybank Group Privacy Statement

The Maybank Group Privacy Statement which is posted on the Maybank Group's website www.maybank2u.com.my ("**Privacy Statement**") outlines how Maybank Group processes, collects, uses, maintains, stores, discloses, secures and retains (including for the purposes of statistical analysis and market research) personal data as defined in the Privacy Statement. You agree that the Privacy Statement has been referred to prior to you providing us with any personal data and information and acknowledge that you have read, understood and agree to the terms of the Privacy Statement.

You hereby give your explicit consent for us to collect and process your sensitive personal data (where applicable, includes biometric data which is defined as any personal data resulting from technical processing relating to your physical, physiological or behavioural characteristics) which is required to assess and administer the financings, products and/or services that you have applied for or any arrangement entered into with you on account of or for the benefit of a customer, and/or in relation to any commercial transactions entered into with us and/or Maybank Group, pursuant to the Personal Data Protection Act 2010.

17.3.2 Disclosure of Personal Data of Individuals

In the event we request from time to time that you provide the personal data and information of the following persons, who might be individuals:

- 1) your guarantor(s);
- 2) your any other security party;
- 3) our directors, shareholders, employees, agents, representatives and/or those of any guarantor, security party; or
- 4) any other individual,

(each an "**Individual**") in the course of your transactions with us;

You warrant that you have full legal authority and have complied with the Personal Data Protection Act 2010 by obtaining the relevant consent from the Individual to furnish his or her

personal data to us (save and except for personal data collected from public domain or official documents) for us to process such personal data under the terms and conditions governing this application and the Privacy Statement. You further undertake to inform and furnish the Privacy Statement to the Individual before providing us with the Individual's personal data and shall, if requested, immediately provide evidence of your compliance with the above to us.

17.4 Declaration for Promotion and Direct Marketing (where applicable)

You understand that from time to time, we and entities within Maybank Group and/or our/Maybank Group's strategic business partners with whom we/Maybank Group have a relationship with for specific financings, products, services and promotions (collectively, "**Other Entities**") may have information about financings, products, services and promotions that may be of interest to you. To receive such information, your consent is required to process, disclose and/or share your information/data with Other Entities.

17.5 Revocation of Consent

You understand that you may at any time revoke your consent provided above. However, your revocation will not apply: -

- (i) to any disclosure of information relating to our contractual and legal rights set out above; and/or
- (ii) if such revocation would affect the financings, products, and/or services or any arrangement entered into with you on account of or for the benefit of a customer, or business and/or operational requirements relating to our and/or Maybank Group's rights and obligations.

17.6 Acknowledgment

You acknowledge and declare that you have read, understood and agree to the above terms and conditions and are expressly consenting to and authorising us and Maybank Group to act in accordance with the aforementioned terms and conditions.

18. FORCE MAJEURE

18.1 We shall not be liable to you or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if:-

- (a) we are unable to perform any of our obligations hereunder or to provide any of the services as contemplated herein due to Force Majeure; and/or
- (b) if funds credited or debited from the Banking Accounts becomes inaccessible or diminish in value due to Force Majeure.

19. ANTI-CORRUPTION LAWS

19.1 You represent and warrant to us that you will at all times use MAE and operate MAE in compliance with all applicable Anti-Corruption Laws, policies and regulations.

20. ANTI-MONEY LAUNDERING

- 20.1 You warrant that none of the funds moving to and from MAE represent proceeds of, or will be used for, any unlawful activities as defined in the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001 (the “Anti-Money Laundering Act”).
- 20.2 You agree that during the life of these Terms and Conditions, you will not in using the MAE:
- (i) engage, directly or indirectly, in a transaction involving an unlawful activity;
 - (ii) conceal or disguise the true nature of any unlawful activity; and/or
 - (iii) utilise any monies from your accounts for any money laundering or other unlawful purpose.

21. SANCTIONS

- 21.1 You undertake, to your knowledge, none of your relatives, is an individual that is (i) currently subject to any sanctions administered or enforced by Malaysia, the United States of America, OFAC, the United Nations Security Council, the European Union, the UK Government or other relevant sanctions authority (collectively, “Sanctions”), or (ii) located or resident in a country or territory that is the subject of Sanctions.
- 21.2 You will not, directly or indirectly, make available in any way, the MAE to any individual or entity which is a subject of the Sanctions.
- 21.3 You acknowledge that we may be unable to process affected transactions that involve or are suspected to involve a breach of Sanctions or any requirements imposed by any authority having jurisdiction over us or the affected transactions. We shall not be responsible in any way for any failure or delay in processing any such transaction unless actionable wrong is proven against us in a court of law.

22. TAXES

- 22.1 Any tax or levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or to be received by us on any expenses incurred or to be incurred by us (except where prohibited by law) shall be borne by you.
- 22.2 We reserve the right to debit your MAE for such taxes or levies payable.

23. SUCCESSORS BOUND

- 23.1 This Terms and Conditions shall be binding upon you, your personal representatives and successors-in-title and the successors-in-title and assigns of the Bank. You shall not assign any of your rights and interest in MAE or the services rendered by us as contemplated herein. Your obligations and liabilities shall continue notwithstanding any change by amalgamation, reconstruction or otherwise in our constitution.

24. PRESERVATION OF RIGHTS AND ENTITLEMENT

- 24.1 Notwithstanding anything in this Terms and Conditions, our rights and entitlement under this Terms and Conditions shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of MAE by us.

25. NOTICES AND VARIATION

- 25.1 All notices shall be sent to you via email to the email address provided at the time of registration of MAE and/or via ordinary post which will be sent to the last known address in our records.
- 25.2 You agree that we shall be at liberty to vary, add to or amend the terms and conditions herein set out.
- 25.3 This Terms and Conditions are not exhaustive and we reserve the right to add, delete, vary or amend these Terms and Conditions or any part thereof with twenty one (21) days' prior notice. Such notice may be published by us via Maybank2u website (www.maybank2u.com.my) and/or through any other mode of communication as determined by us. In the event you are not agreeable to such variation, addition and/or amendment, you shall cease to use MAE, failing which you shall be deemed to have accepted such variation, addition and/or amendment.

26. COMPLIANCE WITH REGULATORY REQUIREMENTS

- 26.1 You agree to abide by any regulatory requirement and will disclose all required information to us as and when necessary and required to satisfy any regulatory requirements. The information disclosed by you shall be deemed to be accurate and final for us to process the transaction.
- 26.2 You agree that we have the right to hold any funds residing in your MAE to ensure compliance with relevant regulatory requirement and we reserve our right to debit your MAE in the event of noncompliance to the relevant regulatory requirement.

27. SEVERABILITY & WAIVER

- 27.1 If any of the provisions of this Terms and Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 27.2 Any waiver or indulgence granted by us shall not prevent us from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or other rights or require us to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

28. TIME

- 28.1 Time wherever mentioned shall be of the essence of this Terms and Conditions.

29. GOVERNING LAW

- 29.1 This Terms and Conditions shall be governed by the laws of Malaysia. We may commence proceedings against you in Malaysia, irrespective of the place of residence or wherever the transaction may have taken place.

30. BANK NEGARA MALAYSIA'S LINK / TELELINK

If your query or complaint is not satisfactory resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at

Blok D, Bank Negara Malaysia

Jalan Dato' Onn

50480 Kuala Lumpur Tel:

1 300 88 5465

email: bnmtelelink@bnm.gov.my

Appendix A: Biometric Authentication Terms & Conditions

(Using fingerprint scanning (known as Quick Touch), Face ID and Voice ID).

These terms and conditions ("Terms") apply to and regulate the use of Biometric Authentication service ("Biometric") provided by Maybank ("Bank" or "us"). Biometric Authentication is a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes but not limited to Fingerprint scanning (known as Quick Touch), Face ID and Voice ID.

The Biometric service is provided as part of our Maybank2u service, and shall be read in conjunction with the Terms and Conditions of Access, Maybank2u Online Banking Services, Quick Balance and any other applicable Banking Services terms of the Maybank Group. The Maybank Group refers to entities within the Group, its overseas branches as well as parent company (where applicable) and its local and overseas subsidiaries.

In the event of any conflict or inconsistency, these Terms shall prevail over all other Terms and Conditions to the extent of such conflict or inconsistency.

You must accept and agree to these Terms before you are able to use the Biometric service. By accepting and agreeing to these Terms, you acknowledge and agree that you have successfully registered/ activated the Biometric service and your Biometric authentication can be used to access our mobile banking application services for transactions such as login, account inquiry and serves as an instruction for any other transactions as may be determined by us at our absolute discretion from time to time using the fingerprints registered with your mobile device or face and voice registered with the Maybank mobile application ("Application").

1. You understand the need to protect your mobile device. Once your mobile device is successfully registered with the Biometric service, your Bank's Application services can be accessed with the fingerprints registered in your mobile device or your face and voice enrolled with the Application.
2. In registering for the Biometric Quick Touch, Face ID and Voice ID, you expressly consent for the Quick Touch, Face ID and Voice ID to be applied across all of your Maybank2u access by enabling it within the Bank's Application on your device.
3. In relation to the Bank's Quick Balance service, ONLY Quick Touch is available for biometric authentication. We may however extend the use of other biometric option for Quick Balance as may be determined by us at its absolute discretion from time to time.
4. You are advised NOT to register any third party(s)'s fingerprints in your mobile device or any third party(s) face and voice with the Application, as by such registration, the third party(s) will be able to access your Bank's Application, to which we shall not be held responsible whatsoever for such access or any losses or damages incurred by you as a result of such access authorized by you.
5. You acknowledge and agree that, for the purposes of the Quick Touch service, the Application will be accessing the fingerprints registered in your mobile device, and you hereby consent to us accessing and using such information for the provision of the Quick Touch service.
6. We reserve the right to add, modify, delete or vary any of these Terms ("Variations") by giving a notice within 21 days from the date the Variations are made. The revisions shall take effect from the date stated in the notice. If you continue to use the Application after such notification, you shall be deemed to have agreed to and accepted the Variations.

You agree to view these Terms regularly and your continued access or use of the Biometric service after any such additions, modifications, deletions or variations become effective will constitute your acceptance to the variation of these Terms.