

Terms & Conditions of MaybankPay

1. These Terms

1.1. The following terms and conditions ("Terms") govern your use of the Malayan Banking Berhad MaybankPay ("MaybankPay") available on payment-supported Device through the MaybankPay application (the "App"). The Terms form a legal agreement that is binding between you and Maybank ("Bank" or "we") when you create, activate and/or use the MaybankPay.

1.2. These Terms supplement, are additional to and are to be read together with:

(a) the MAYBANK Credit Cardmember Agreement;

(b) the MAYBANK Debit Cardmember Agreement;

(c) the MAYBANK Prepaid Cardmember Agreement; and

(d) the terms and conditions of any other document or agreement governing your relationship with us. (a) to (c) above are collectively known as the "Other Terms".

1.3. In the event of any inconsistencies between the Terms and the Other Terms, the Terms shall prevail over the Other Terms in respect of matters relating to the MaybankPay.

2. Introduction & Eligibility

2.1. You may enrol your Card and store them electronically onto the MaybankPay ("Token Number") to enable you to use your device to make contactless payments and use the functions present in the App. The Token Number can be used for transactions for amounts not exceeding your Credit Limit (as defined in the MAYBANK Credit Cardmember Agreement), Card Purchase Limit (as defined in the MAYBANK Debit Cardmember Agreement), Card Available Balance (MAYBANK Prepaid Cardmember Agreement) or such other limit as determined by us from time to time at our sole and absolute discretion.

2.2. By enrolling your Card in MaybankPay application, you represent and warrant that you are the person to whom the Card was issued to by the Bank.

2.3. By using the Token Number for contactless payments, you agree and undertake to use the Token Number in accordance with the Terms, accept the risk that by enabling the MaybankPay on your Device it may lead to unauthorised contactless payment transactions using your Token Number, and you will solely be liable for all contactless payment transactions made using the Token Number, notwithstanding that your mobile PIN or Device may have been used by any other person without your knowledge, authority or consent. Contactless payment in this context is only applicable to the card present situation conducted at the merchants checkout counter.

2.4. The MaybankPay can only be accessed and used through the App on the device that is compatible with the MaybankPay as set out on our website from time to time.

2.5. The Card types applicable for the MaybankPay are determined by us at our sole and absolute discretion from time to time.

2.6. The usage is limited to the device that you are currently using. You can only use one card in one device at one time. You are deemed to have agreed to the Terms each time you enrol your Card on any of your device. For security reasons, in the event you change Device, you must remove any and all enrolled Cards in the existing device that you do not intend to use. We are not responsible for any loss or damage resulting from any wrongful or unauthorised use of enrolled Cards which you fail to remove.

3. Use of the MaybankPay/Token Number

3.1. MaybankPay and mobile PIN

You may enrol your Card in accordance with instructions provided to you at that time on the App. You may be provided or asked to select a mobile PIN to enable your MaybankPay. Upon successful enrolment of your Card, certain account information in relation to the Card- the last 4 digits of the card and token number will be transmitted to and stored in the Device. We will not be held responsible for the MaybankPay or the mobile PIN after the digitisation, storage and activation instructions have been provided.

3.2. The MaybankPay Belongs to Maybank

The MaybankPay app remains our property at all times. The MaybankPay is licensed, not sold, to you for use only in accordance with the Terms. You are granted a non-exclusive, non-transferable, non-sub-licensable, personal license to enable, access and use the MaybankPay on your Device in accordance with the Terms. The MaybankPay and the App may include software that is licensed by third parties ("Third Party Licensors"). You shall not use the MaybankPay and the App in a manner which infringes the rights of the Third Party Licensors in any way and will be personally liable for all uses of the MaybankPay and the App which may potentially infringe upon the rights of the Third Party Licensors. Your rights under the limited license granted under the Terms will immediately be terminated if you fail to comply with the Terms, or if the MaybankPay is terminated by either the Bank or yourself.

3.3. Upon termination of the MaybankPay, you must remove all Token Numbers in any and all Device.

3.4. Upon termination of your Card Account in respect of a Token Number, you must remove such Token Number in any and all Device.

3.5. Updates

The MaybankPay and the App may be automatically updated, amended, suspended or cancelled at our sole and absolute discretion upon the expiry of a 21 days' notice.

3.6. Authorised Purchases

Only you may use the MaybankPay to make authorised purchases. You shall not permit any other person from accessing and using your MaybankPay and/or the mobile PIN to make any transactions.

3.7. All transactions effected via the MaybankPay through the use of your mobile PIN are final, irrevocable and binding on you.

3.8. Security

You must:

(a) keep the mobile PIN and any other log in or access information on your Device secret and confidential at all times;

(b) do all that is necessary to keep the mobile PIN safe and prevent fraudulent or unauthorised access to or use of your Token Number and Card Account;

(c) Take all reasonable steps to help recover or stop the use of the Token Number; and

(d) in the event of loss of the Token Number or Device, give us a police report or legal document called a statutory declaration in the form approved by us and any other document or information we may require.

3.9. You must report to us as soon as you:-

(a) suspect or become aware that the mobile PIN or Device is lost, stolen, misused or tampered with;

(b) suspect or become aware that a third party is aware of the mobile PIN; and

(c) suspect or become aware that there has been unauthorised use of mobile PIN, Device or Token Number.

3.10. In the event of any loss, theft or disclosure of your mobile PIN, Token Number or Device, you are responsible for all transactions made by anyone using your Token Number until we receive your notification of its loss, theft or disclosure of the mobile PIN. You will be bound by the existing Terms and Conditions of your physical cards.

3.11. Third Parties

The Terms govern your access and use of the MaybankPay through the App in relation to us. You may be subject to additional terms and conditions for your use of the MaybankPay and the App with other third parties, including but not limited to your wireless carrier and mobile network operator. You shall be responsible for reading and understanding any third party terms and conditions. We are not responsible for any terms and conditions that you agree to with third parties for use of the MaybankPay and the App.

4. Suspension, Cancellation and Termination of the MaybankPay

4.1. We reserve the right to suspend, cancel or terminate the MaybankPay service for any reason at our sole and absolute discretion. To the extent allowed by applicable law, we may restrict, suspend, cancel, block, terminate, disqualify or discontinue your MaybankPay at any time without notice for any reason, including but not limited to any potential or actual breach of the Terms or the Other Terms.

5. DISCLAIMER AND EXCLUSION OF LIABILITY

5.1. You expressly agree that access and use of the MaybankPay via the app is at your sole risk. To the fullest extent permitted by applicable law, the MaybankPay and the app is provided to you on a "As Is" and "As Available" basis. We hereby exclude and disclaim all warranties and conditions, either express implied or statutory, including, but not limited to, the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights. We, on behalf of ourselves and our service providers, also do not warrant against interference with your enjoyment, that the functions contained in, or services performed or provided by, the MaybankPay and the app will meet your requirements, that the operation or availability of the MaybankPay and the app will be uninterrupted or error-free, or that the MaybankPay and the app will be free from errors and defects.

5.2. In addition to the Other Terms, we are not liable for any direct, indirect, incidental, punitive, special or consequential damages or economic Losses whatsoever or howsoever caused arising directly or indirectly in connection with poor or interrupted mobile network coverage.

6. Indemnity

6.1. In addition to the Other Terms, you agree to hold us harmless and indemnify us and all our servants, employees, nominees, directors, licensors, sponsors, affiliates and agents for any Loss and embarrassment suffered by us (other than such Loss and embarrassment arising from our or our employees' and agents' wilful misconduct or negligence) from any claim or demand, including reasonable legal fees, made by a third party due to or in connection with:-

(a) your access and/or use of the MaybankPay, including each transaction made using the Token Numbers; or

(b) your installation, access and/or use of the App.

7. General

7.1. Waiver

Any failure or delay by us in exercising or enforcing any right we have under these Terms does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.

7.2. Variation

7.2.1. You agree that these Terms may be changed from time to time. If we change or add a term or condition to these Terms, we will provide you with 21 days prior notice and the change or addition will take effect on the date specified in the notice.

7.2.2. If you do not accept the change or addition to these Terms, you must stop accessing and using the MaybankPay and, as soon as possible, terminate your access and use of the MaybankPay. If you continue to access and use the MaybankPay after the change or addition takes effect, you will be deemed to have accepted the change or addition without reservation.

7.3. Impairment of Terms

If any of these Terms are invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of the terms and/or the terms under the laws of any other country.

7.4. Illegality

We may close and revoke any Token Number, Card Account or Service with or without notice to you if, because of any change to any applicable law, regulation, regulatory requirement or judicial decision, or in our opinion, maintaining or performing any obligation under the Terms becomes illegal, or we are otherwise prohibited from doing so. If this happens, you must pay us all Liabilities on demand.

7.5. Assignment

These Terms are binding on you and us and on our successor or assignee. These Terms are binding even if:-

(a) we change our name or constitution; or

(b) we consolidate or amalgamate with another entity, in which case, that entity will substitute us in relation to these Terms and all Card Accounts will continue in force between you and that entity.

You cannot assign or transfer your rights and obligations under these Terms without our prior written permission.

7.6. Applicable Law and Proceedings

These Terms are governed by and will be interpreted according to the laws of Malaysia. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Malaysia which means that legal proceedings against us can only be brought in the courts of Malaysia. This clause does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

7.7. Meaning of Words

Account refers to any account you now or hereafter have with us and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened individually or jointly.

ATM means an Automated Teller Machine or card operated machine which accepts the Card.

Authorised Person means a person (either individually or jointly with another person/persons) you authorise and whom we have approved, to act for or on your behalf to give any instruction, execute or sign any document or operate your Card Account.

Card means any credit, debit or prepaid card issued by us and any replacement or renewal of any of these or other Cards that we may issue from time to time. Where such Card is tokenized, enrolled and stored electronically in MaybankPay(s) as part of Mobile Services, Card shall also mean such Card stored electronically in a MaybankPay.

Card Account refers to any account in respect of the Card.

Device means any compatible electronic, wireless, communication, transmission or telecommunications device, device or medium including but not limited to the Internet, any computer or mobile device, device, terminal or system which may be required to access and use the Services.

Liability means, all debts, liabilities or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

Loss includes claims, actions, losses, damages, demands, liabilities and costs of any kind.

Mobile Services mean the banking services and/or products we offer from time to time through the medium of a mobile Device that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

PIN means the password, login-ID, PIN (personal identification number), CIN (customer identification number, made up of an access code and a PIN), electronic identification signature or codes given to, or chosen by, you or the Authorised Person that is used to confirm your or the Authorised Person's identity when accessing an Account or enabling and/or accessing other electronic features or applications such as the MaybankPay.

Services refers to any service we may provide to you now or in the future including but not limited to ATM card services, Call Centre services, electronic or Personal Internet Banking services or Mobile Services.

we/ us / our / ourselves / the Bank means, Maybank and shall include its successors and assigns.

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