

**TERMS & CONDITIONS OF SCAN & PAY (FORMERLY KNOWN AS MAYBANK QRPAY) - FOR BUYERS/SENDERS**

Please read this Terms and Conditions carefully as they apply and regulate your use of Scan & Pay Service (“Scan & Pay”), formerly known as MaybankQRPay, which will include DuitNow QR Service. It is important that you read and understand the Terms and Conditions carefully as it highlights your responsibilities, the operations and possible risks in using Scan & Pay.

By agreeing, accessing or utilizing Scan & Pay or any part thereof, whether via the mobile and/or any other available electronic medium, you agree to be bound by these Terms and Conditions.

Scan & Pay is provided as part of Maybank’s Maybank2u mobile application (“Application”) service, and shall be read in conjunction with the Terms and Conditions of Access, Maybank2u Online Banking Services, Banking Account (Conventional or Islamic, as the case may be) and any other applicable Banking Services terms and conditions of the Maybank Group without limitation or qualification.

From time to time, we may need to revise these Terms and Conditions, in which case we will, subject to giving twenty one (21) days prior notice communicate the revision via such modes including announcements on Maybank2u website and/or application. Your continued use of Scan & Pay subsequent to any such revision will be deemed as acceptance of those changes.

If you choose **NOT** to accept these Terms and Conditions or any of its revisions, please do not proceed and immediately discontinue your access and/or use of Scan & Pay.

**1. DEFINITION**

The following definitions apply unless otherwise stated:-

**“Access Codes”** refers to Username, Password and/or PIN and/or such other confidential authentication information that is required to access and/or use Scan & Pay, whether in the form of words, codes, numbers, sets of characters or biological input or such other form or combination thereof, as may be prescribed by Maybank from time to time.

**“Account”** means an e-money account offered by issuers of e-money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, savings accounts, current accounts, Wadiah accounts, Mudharabah accounts, virtual internet accounts.

**“Beneficiary”** refers to the person who has registered to transact via Scan & Pay and receives a transfer through the Peer-to-Peer Transfer.

**“Business Day”** means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

**“Buyer” or “Sender” or “you” or “your”** refers to a customer of Maybank who (i) makes a QR Payment or (ii) performs a Peer-to-Peer Transfer via Scan & Pay.

**“Biometric Authentication”** refers to a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes but is not limited to fingerprint scanning (known as Quick Touch), Face ID and Voice ID.

**“Cards”** refers to the Buyer’s Maybank Credit Card or Debit Card account.

**“CASA”** refers to the Buyer’s/Sender’s Maybank Current Account and/or Savings Account and/or MAE.

**“Cashier”** refers to the person who is given authority by a Seller to generate QR Codes and receive QR Payments from the Buyer on behalf of the Seller.

**“DuitNow QR”** means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow QR Standard. It allows the Buyer/Sender to transfer a specified amount from your designated Maybank Account to a Seller or Recipient’s Account via the Seller or Recipient’s QR Code.

**“DuitNow QR Operator”** means Payments Network Malaysia Sdn Bhd.

**“E-money”** means a payment instrument that stores funds electronically in exchange for funds paid to the issuer of e-money and is able to be used as a means of making payment to any person other than the issuer of e-money.

**“MAE”** refers to an e-Wallet that allows customers to open a Maybank e-Wallet account instantly under the Interoperable Credit Transfer Framework (ICTF) issued by Bank Negara Malaysia in 2018.

**“Maybank” or “us” or “our”** refers to Malayan Banking Berhad and/or Maybank Islamic Berhad and includes its successors in title and assigns.

**“Mobile Device(s)”** refers to the mobile phone or such other communication device which is used to access Scan & Pay and/or the Application.

**“Partner”** refers to the payment platform that facilitates Scan & Pay transactions made between the Buyer and Seller.

**“Password”** refers to the password for access to Maybank2u Online Banking and the Application.

**“Pay”** refers to a function in the Application whereby payment made by a Buyer by presenting a QR Code whereby the Seller scans the QR Code generated by the Buyer.

**“Peer-to-Peer Transfer”** refers to the electronic money transfer made by the Sender to the Beneficiary using Scan & Pay.

**“QR Codes”** refers to Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that contains information about an item to which it is attached. There are 2 types of QR codes, Static QR Code and/or Dynamic QR code. These QR Codes can be read using the camera of a smartphone or Mobile Device that is equipped with QR reader.

**“QR Code – Static”** refers to a fixed and unchangeable code produced by the Seller/Beneficiary which ONLY has the Seller’s/Beneficiary account details embedded within the code. Static QR Code can be scanned repeatedly. The Buyer/Sender is required to enter the amount when making QR payments using Static QR code.

**“QR Code - Dynamic”** refers to a unique and changeable code that can be produced by either Seller/Beneficiary/Buyer containing the Seller’s/Beneficiary/Buyer’s account details and transaction information embedded within the code. Dynamic QR code can only be scanned once. The Buyer/Sender does not need to enter the amount when making QR Payments using Dynamic QR code. The Dynamic QR code can be generated by either the Seller/Buyer/Beneficiary.

**“Scan & Pay”** is a service which allows the Buyer/Sender to make payments to a Seller for goods and services and/or to perform a transfer to a Seller/Beneficiary using a unique two-dimensional QR Code.

**“QR Payments”** refers to payments made by the Buyer/Sender by transferring monies into the Seller’s/Beneficiary’s account using Scan & Pay.

**“QR Promotions”** refers to the promotions created by Maybank and/or Seller for the Buyers. The promotion only applies to QR Payments.

**“Receive”** refers to a function in the Application for Peer-to-Peer Transfer.

**“Recipient”** means an individual who receives funds via the Peer-to-Peer transfer or DuitNow QR service.

**“Scan”** refers to a function in the Application whereby Buyer will use this function to scan the Seller’s Static/Dynamic QR Code for QR Payments.

**“Seller”** refers to the person who registers to become a Maybank QRPayBiz merchant and receives QR Payments from Buyer through Scan & Pay, or an acquired merchant by other DuitNow QR participants that receives QR Payments from Buyer through Scan & Pay. This may include businesses registered with the Companies Commission of Malaysia, sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities.

## **2. ELIGIBILITY**

2.1 Scan & Pay is offered to Buyers/Senders who are individual or sole proprietor users of the Application.

## **3. SCAN & PAY SERVICES WHICH WILL INCLUDE DUITNOW QR SERVICES**

3.1 The Buyer/Sender agrees to download and install Maybank2u mobile application to setup and use Scan & Pay. The Buyer/Sender is required to select a CASA or Card account to be used by Maybank for deduction of funds for QR Payment.

3.2 The Buyer/Sender shall observe all security measures prescribed by Maybank from time to time relating to Scan & Pay including but not limited to the following measures:-

- enable lock on the Mobile Devices;
- not keep any written record of Access Codes on, with or near the Mobile Devices;
- not display or to allow another person to see the Access Codes during Access Codes entry;
- not use the Access Codes negligently or recklessly which will contribute to or cause losses from any unauthorized Scan & Pay transaction by any third party;
- avoid using date of birth, identity card number or mobile number as the Access Codes;
- check the Account details and transactions and report any discrepancy without undue delay;
- log out from the Application properly after use and not leave your Mobile Devices unattended;
- ensure the correct profile is used when using the Scan & Pay;
- at no time and under no circumstances shall the Buyer/Sender reveal his/her Password to anyone including to any of Maybank's staff.

If the Password is exposed or suspected to be exposed to another person or if the Mobile Device is lost or stolen, the Buyer/Sender shall immediately inform the Bank of it for deactivation of Scan & Pay. By deactivation of Scan & Pay, the Application will also be deactivated.

3.3 The Buyer/Sender shall not use Scan & Pay unless there are sufficient funds in your CASA or sufficient credit in your Cards. For CASA, the balance shall exclude uncleared cheque(s) or remittances not received. Maybank at its discretion, without needing to give any reason(s), is entitled to refuse to act on any such instruction without incurring any liability whatsoever, including but not limited to, any of the following scenarios:

- The funds/credit in the Buyer's/Sender's CASA/Cards is insufficient to effect, perform or process that instruction;
- The Buyer/Sender has exceeded the daily transaction/transfer limit;
- The Buyer's/Sender's CASA/Card is frozen or closed; or
- Maybank knows or has reason to believe that any fraud, criminal act, offence or violation of any law or regulation has been or will be committed.

Additionally for Cards, the transaction amount shall not exceed your Credit or Charge Limit (as defined in the Maybank Credit and Charge Cardmember Agreement) or your Card Purchase Limit (as defined in the MAYBANK Debit Cardmember Agreement).

By using Maybank Cards for Scan & Pay, you agree and undertake to use the Cards in accordance with their Terms and Conditions, accept the associated risk that by enabling the Cards on Scan & Pay, this may lead to unauthorized payment transactions using the Cards' number and you will solely be liable, save where actionable wrong is proven against Maybank in a court of law, for all Scan & Pay transactions notwithstanding that your Access Code or Mobile Device may have been used by any other person without your knowledge, authority or consent.

- 3.4 The Scan & Pay maximum daily accumulated purchase limit is RM1,000 unless specified otherwise by the Buyer/Sender in the Application. The Scan & Pay daily purchase limit can be changed anytime by the Buyer/Sender via the Application or any other means made available by Maybank. Maybank may from time to time change the maximum and minimum limits on Scan & Pay and the Buyer/Sender shall be bound by the limits imposed.
- 3.5 For a transaction of RM250 and below, no Password or Biometric Authentication is required but will be subjected to a maximum cumulative limit of RM250. The Buyer/Sender may change this limit to a lower limit via the Application. For a transaction above RM250 or the set cumulative limit, the Password or Biometric Authentication of the Buyer/Sender is required to authorize the payment.
- 3.6 The Buyer agrees that Scan & Pay is only usable at participating Seller with Maybank's designated logo acceptance.
- 3.7 Overseas Transactions
- a. Scan & Pay is usable at participating overseas Seller with the "Maybank Malaysia" logo acceptance.
  - b. For Scan & Pay transactions performed overseas, the amount will be converted from the foreign currency to Ringgit Malaysia (MYR) based on the prevailing exchange rate as determined by Maybank's partner plus a margin. Maybank's partner here refers to the payment platform that facilitates Scan & Pay transactions made between the customer and overseas merchants.
- 3.8 The Sender agrees that Scan & Pay can be used to perform a Peer-to-Peer Transfer with another Application user (the Beneficiary) for up to a daily maximum of RM1,000 or as per the daily limit specified by the Buyer within the Application.
- 3.9 The Buyer/Sender understands that the "Scan" and "Receive" options on Scan & Pay only allows the Buyer to perform the transaction by debiting from his/her CASA.
- 3.10 The Buyer/Sender understands that the "Pay" option on Scan & Pay allows the Buyer to perform the transaction by debiting his/her CASA or Cards.
- 3.11 The Buyer/Sender is wholly responsible to ensure the correct amount and the Seller's/Beneficiary information is displayed prior to confirming the transaction. The amount entered by the Buyer/Sender and/or information transmitted via QR Code shall be deemed by Maybank to be correct upon the Buyer's/Sender's confirmation of the transaction. Maybank is under no obligation whatsoever to verify that the amount paid or transferred matches the Seller's/Beneficiary's amount.
- 3.12 Maybank will accept and act upon any instruction issued and/or transmitted via Scan & Pay (whether actually authorized by the Buyer/Sender or otherwise) as the Buyer's/Sender's authentic and duly authorized instruction. Maybank shall be under no obligation whatsoever to investigate the authenticity or authority of person(s) effecting the instruction or verify the accuracy and completeness of the instruction. The instruction will be treated as valid by Maybank notwithstanding any error, fraud, forgery, lack of clarity or lack of knowledge by the Buyer/Sender in the terms of such instruction.
- 3.13 The Buyer/Sender authorizes Maybank to effect, perform or process payments into the Seller's/Beneficiary account which is embedded within the QR Code. Pursuant to Clause 4.12 above, you agree that once a DuitNow

QR transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that DuitNow QR transaction.

3.14 Maybank will notify you on the status of each successful, failed or rejected DuitNow QR transaction via your Mobile Device(s).

### 3.15 Handling Disputes

Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by either the Seller/Beneficiary and/or Cashier and the Buyer/Sender), the settlement of such disputes shall be between the Buyer/Sender and Seller/Beneficiary and/or Cashier. Maybank will NOT revoke and/or reverse successful QR Payments or be involved in the dispute settlement between the Buyer/Sender and Seller/Beneficiary and/or Cashier.

Maybank shall not be held responsible amongst others for disputes arising from:-

- the Buyer not receiving any goods or services from the Seller and/ or Cashier;
- the Seller/Beneficiary and /or Cashier not being contactable;
- any wrongful or miscommunication by the Seller/Beneficiary and /or Cashier to the Buyer/Sender; or
- any wrong / fraudulent / unauthorized payment.

provided that the same is not caused directly or indirectly by Maybank.

## 4. RECOVERY OF FUNDS

4.1 You have rights in relation to the investigation and recovery of mistaken payments, erroneous payments and unauthorised or fraudulent DuitNow QR transactions made from your Account.

## 5. ERRONEOUS/MISTAKEN TRANSACTION

5.1 If you have made an erroneous DuitNow QR transaction, you may request in writing for recovery of the funds within ten (10) Business Days from the date the Erroneous Transaction was made and we will work with the affected Seller or Recipient's bank to return the said funds to you within seven (7) Business Days provided the following conditions are met:

5.1.1 The funds were actually wrongly credited into the affected Recipient's Account;

5.1.2 If funds have been wrongly credited, whether the balances in the affected Seller or Recipient's Account is sufficient to cover the funds recovery amount;

5.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

5.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable.

5.2 Request in writing for recovery of funds made between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made:

5.2.1 The affected Seller or Recipient's bank is fully satisfied that the funds were erroneously credited to the affected Seller or Recipient;

5.2.2 Deliver notifications to the affected Seller or Recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Seller or Recipients' Account within ten (10) Business Days of the notifications unless the affected Seller or Recipient provides reasonable evidences that the affected Seller or Recipient is entitled to the funds in

question. After fifteen (15) Business Days, if the affected Seller or Recipient fails to establish their entitlement to the funds, the affected Seller or Recipient's bank shall debit the affected Seller or Recipients' Account and remit the funds back to you.

5.3 Requests in writing to recover funds after (7) months from the date of the Erroneous Transaction:

5.3.1 The affected Seller or Recipient's bank is fully satisfied that the funds were erroneously credited to the affected Recipient;

5.3.2 The affected Seller or Recipient's bank shall obtain from the affected Seller or Recipient the decision whether to grant consent within ten (10) Business Days; and

5.3.3 Once consent is obtained, the affected Seller or Recipient's bank shall debit the affected Recipient's Account and remit the funds back to you within one (1) Business Day.

## 6. UNAUTHORISED OR FRAUDULENT TRANSACTION

6.1 For DuitNow QR transactions which were not authorised by you or which are fraudulent, we will, upon receiving a report in writing from you alleging that an unauthorised or fraudulent DuitNow QR transaction was made, remit the funds back to you provided the following conditions are met:

6.1.1 We shall conduct an investigation and determine within fourteen (14) Business Days, if the unauthorised or fraudulent payment did occur and whether the funds were actually wrongly credited into the affected Recipient's Account;

6.1.2 If we are satisfied that the unauthorised or fraudulent payment Instruction did indeed occur and was not caused by you, whether directly or indirectly, we shall initiate a reversal process whereby all debit posted to your account arising from the unauthorised or fraudulent Payment Instruction would be reversed within fourteen (14) Business Days.

## 7. LIABILITY AND INDEMNITY

7.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws in Malaysia, we and the DuitNow QR Operator shall not be liable to you or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow QR service offered by us arising from:

7.1.1 Your negligence, misconduct or breach of any of these Terms and Conditions;

7.1.2 Insufficient funds in your Account for us to process the DuitNow QR transaction;

7.1.3 You have exceeded your daily transfer limit;

7.1.4 Any payment instruction given or purported to be given by you;

7.1.5 Any erroneous transfer of funds by you, including any transfer of funds to the wrong Seller or Recipient or wrong third party;

7.1.6 Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of [insert name of Participant] and the DuitNow QR Operator; or

7.1.7 The suspension, termination or discontinuance of the DuitNow QR Service provided that prior written notice has been provided to you.

7.2 You shall indemnify, defend and hold us, our affiliates, and the DuitNow QR Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by you (including but not limited to your negligence, misconduct or breach of any of these Terms and Conditions).



### 7.3 Liability for unauthorized transaction.

- a. The Buyer/Sender shall take all reasonable precautions to prevent any unauthorized use of Scan & Pay due to loss or theft of their Mobile Device. In the event of a loss or theft of their Mobile Device, the Buyer/Sender shall notify the Bank by telephone immediately upon the discovery of such loss or theft to deactivate the use of Scan & Pay.
- b. The Buyer/Sender understands and acknowledges that if any third party obtains access to the Buyer's/Sender's Mobile Device and/or Application and/or Password, such third party will be able to carry-out Scan & Pay transactions. The Buyer/Sender shall be responsible for all Scan & Pay transactions carried out through the Buyer's/Sender's Mobile Device and Maybank shall not be liable in any manner whatsoever for such transactions.
- c. The Bank's maximum liability for unauthorized transaction(s) as a consequence of a lost or stolen Mobile Device shall be limited to RM250, provided that the Buyer/Sender have not acted fraudulently, have not failed to protect the security of their Password and device and have not failed to inform the Bank as soon as reasonably practicable after having found that their Mobile Device is lost or stolen.
- d. The Buyer/Sender will be liable for the unauthorized transactions if the Buyer/Sender have:
  - acted fraudulently;
  - delayed in notifying the Bank in writing as soon as reasonably practicable after having discovered the loss or unauthorized use of the Scan & Pay and/or Mobile Device;
  - failed to protect the security of their Password and device including but not limited to voluntarily disclosing the Password to another person; or allowing another person to use their Mobile Device.

## 8. GENERAL

- 8.1 We reserve the right to revise at any time, such charges for the use of the DuitNow QR Service, upon written notice to you. Such revisions shall take effect from the date stated in the notice. If you continue to access or use the DuitNow QR service after receipt of such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.
- 8.2 You acknowledge that we may terminate your use of the DuitNow QR Service with us for any reason, at any time and with prior written notice.
- 8.3 You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms and Conditions by providing you with thirty (30) days' notice in such manner as we deem fit.
- 8.4 You consent to the collection, use and disclosure of your personal data (including contact details) by us, our affiliates, our service providers and the DuitNow QR Operator as required for the purposes of the DuitNow QR Service.
- 8.5 Any queries, complaints or report of loss shall be directed to the Maybank Group Customer Care hotline at **1-300 88 6688** or **603-78443696** (overseas) at any time and on any day (including holidays).
- 8.6 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, the Buyer/Sender expressly agrees that the use of the DuitNow QR service is at his/her own risk and he or she shall assume all risk incidental to or arising out of the DuitNow QR service.
- 8.7 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction over matters pertaining to these Terms and Conditions.