

Sama-Sama Lokal Platform Terms & Conditions

Maybank Sama-Sama Lokal (“Sama-Sama Lokal”) is a platform organized by Malayan Banking Berhad (196001000142) (“Maybank”) to connect consumers with vendors. By using Sama-Sama Lokal, you agree to be bound by these terms & conditions (collectively “Terms and Conditions”).

1. Eligibility

- 1.1 Sama-Sama Lokal is open to individuals who are eighteen (18) years of age whether or not they are existing customers of Maybank. Users who are also Maybank’s customers may use their Maybank Anytime Everywhere (MAE) application to make payment.
- 1.2 For individuals below the age of eighteen (18) years, their participation will be deemed as consented to by their parents or legal guardian and these Terms and Conditions will bind their parents or legal guardian.

2. Definitions

- 2.1 “Delivery Service Provider” means independent third-party delivery services providers, which will deliver the Products to the Users.
- 2.2 “Merchant” means third party vendors who sell the Products on brick-and-mortar stores or through online stores under the categories Hawker, Groceries & Pets, Markets & Sundries, etc.
- 2.3 “Products” means goods, products and/or services offered by the Vendor.
- 2.4 “Customers”, “Users” or “you” means the individuals who are eligible to use, and uses Sama- Sama Lokal.

3. Sama-Sama Lokal mechanics

- 3.1 Sama-Sama Lokal allows you to place orders for Products from Merchants who listed their Products onto the platform.
- 3.2 The Products may be delivered to you by third party delivery-partners or be made available for self-pick-up (if such self-pick-up option is available) from the respective Merchants during the time period as specified in the platform. Maybank does not own, sell or resell any Products or any services provided by them. You understand that any order that you place shall be subject to the product availability and delivery location serviceability on the part of the Partners.
- 3.3 You can view the list of Vendors and the Products that they are selling on Sama- Sama Lokal. If you wish to enquire more on the product you may do so by contacting them using the mobile, telephone number or contact details that they have provided.
- 3.4 The Products can either be self-collected or delivered to you by the Delivery Service Provider, which delivery method is available is decided by the Merchant.
- 3.5 The Product Delivery starts from 8.00am and ends at 7.00pm (last order) on a daily basis. The time to place your last Product order depends on the individual’s operating hours stated on the website. Delivery of Product should fall on the same day that Product order is placed with the Vendor.

3.6 Upon placing a Product order with the Vendor and choosing a Delivery Service Provider, you had acknowledged and consented that your contact number and delivery address will be shared to the Delivery Service Provider in order for the Delivery Service Provider to contact you real-time to track your order or settle additional delivery charges, if any. The Delivery Service Provider may also contact you to clarify on your order or delivery address to ensure completion of a proper trade.

3.7 Your orders may be canceled or not processed due to high-volume or back-log of orders.

4 Delivery & Fulfillment

4.1 The Customer can opt to choose delivery or self-pickup to receive the Products.

Delivery methods can be further categorized into:

4.1.1 Instant Delivery – the assignment of delivery service providers will be automatically assigned by Delyva, an aggregated delivery partner platform.

4.1.2 Merchant Delivery - The Merchant is free to use their own preferred delivery partner, and Maybank does not have any control over the delivery partner selected by the Merchant.

4.2 In the event of self-pickup, you will need to arrange the self-pickup time with the Merchant.

4.3 From time to time, Maybank will provide up to RM10 discount on the delivery fees, with a limited quota per day on a first come first serve basis or such other limit Maybank at its discretion determines.

4.4 Splitting of bills for the purpose of redeeming multiple RM10 discount on delivery fees is strictly not allowed.

4.5 The RM10 discount on the delivery fees is auto-applied and no promo code needed.

4.6 RM10 discount on delivery fee is only applicable for all delivery methods and not applicable for self-pickup.

5 Instant delivery

5.1 In the event the method of delivery chosen is via Instant delivery (as per Item 4.1.1), the delivery fee is automatically calculated based on the delivery rate per kilometer controlled by each delivery partner.

5.2 Upon placing an order with the Merchant, you are deemed to have acknowledged and consented that your contact number and delivery address will be shared to the Delivery Service Provider for the Delivery Service Provider to contact you in real-time to track your order or settle additional delivery charges, if any. The Delivery Service Provider may also contact you to clarify on your order or delivery address to ensure the completion of a proper trade.

5.3 Your orders may be canceled or will not be processed due to high-volume or back-log of orders. Maybank shall not be held liable for any cancellation or the non-process of orders due to this backlog.

6 Merchant Delivery

- 6.1 The Merchant is free to use their preferred delivery partner, and Maybank does not have any control over the delivery partner selected by the Merchant.
- 6.2 In the event that you have purchased a Product from a Merchant who opted to arrange their own delivery, the products shall be delivered and fulfilled by the Merchant. For the avoidance of doubt, Maybank will not be responsible for the delivery and/or fulfillment of the product by the Merchant.
- 6.3 Upon placing an order with the Merchant, you are deemed to have acknowledged and consented that your contact number and delivery address will be shared to the Merchant for the Delivery Service Provider to contact you in real-time to track your order or settle additional delivery charges, if any. The Merchant may also contact you to clarify on your order or delivery address to ensure the completion of a proper trade.
- 6.4 For Pre-Order items, you are advised to contact merchants to agree on delivery lead time and day before placing an order.

7 Order cancellation & Refund

- 7.1 Any order shall be placed directly with the Merchant. The Merchant will treat all orders placed with them as confirmed. If you want to cancel your order, you will have to liaise with the Merchant directly. In the event the order placement is successfully canceled before the Delivery Service is arranged, the refund for the product (if any) will be returned to you by Maybank.
- 7.2 In the event that your cancellation was successful after the Delivery Services have been arranged by the Merchant, you would still have to bear the delivery charges.
- 7.3 If your delivery is canceled by the Delivery Service Provider, your order will be canceled and you will be refunded (if charged).

8 Customer Obligation, Responsibility & Disputes

- 8.1 Customers are not allowed to cancel the order after the order has already been successfully placed to the Merchant for any reason. At the point of checkout and payment customers are deemed to agree on the purchase along with the fees charged on the product.
- 8.2 If Customers have any pressing issue to highlight on orders placed that need cancellation, Customers are advised to call Maybank's Customer Care hotline number at 1300-88-6688 for further assistance subject to Maybank's approval on a case by case basis.
- 8.3 Any fault & error due to delivery, Customer or Merchant should contact Maybank immediately to resolve the issue within 24 hours as it may impact the outcome for the refund process.
- 8.4 Maybank is not obligated to provide ingredient information or allergen information on the Sama-Sama Lokal. Customers are deemed to have read through each product description and if required consult the Merchant for confirmation before purchasing any items.

- 8.5 Prices indicated on the Sama-Sama Lokal products are displayed at the time of each order viewed by Customers and could be subject to changes made by Merchants at their discretion.
- 8.6 Delivery Fees charged in Sama-Sama Lokal platform are determined by Maybank Delivery providers & Maybank are not responsible for any changes on the delivery fee at a different point of purchase. Delivery fee may vary due to peak hours, distance & changes in delivery fee made by service providers.
- 8.7 Customers are deemed to agree on delivery fees quoted with or without discount applied at the point of checkout. Maybank are not responsible for any differences arising in terms of delivery fee due to any situation.
- 8.8 In cases where the rider tries to deliver on the purchases made by the Customer and the Customer remains uncontactable or fails to receive the order after multiple attempts to contact the customer made by Rider, Maybank will not take responsibility for such a scenario and will not accept any refund request made by the Customer. Customers are reminded to check contact details & delivery address provided at the checkout page to avoid any inconvenience due to such an event.
- 8.9 For any orders whereby customers have placed the wrong address or there is a change in address, Customers are advised to call the driver to ask if he/she is willing to accommodate the change in address. Maybank is not responsible for any change request after order has been placed.

9 General Terms & Conditions

- 9.1 Maybank shall not be responsible or held liable in respect of technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or human errors in the administration and/or processing of the transaction performed via the MAE app, M2U app, Maybank2u Biz, Maybank2u, or Maybank2e provided the same is not caused by Maybank.
- 9.2 Maybank reserves the right to withdraw, cancel, suspend, extend or terminate Sama-Sama Lokal earlier in whole or in part and reserves the right to modify any of the terms and conditions contained herein, from time to time by giving at least minimum of twenty-one (21) calendar days' prior notice thereof, the notice of which shall be posted through Maybank2u website at www.maybank2u.com.my or through any other channel or channels determined by Maybank. It shall be the responsibility of the Customers to be informed of or otherwise seek out any such notice validly posted.
- 9.3 By participating in the Sama Sama Lokal Campaign, the Customers agree to access the Maybank2u website at www.maybank2u.com.my on a regular basis to view the terms and conditions herein and seek clarification from Maybank should any of the Terms & Conditions be not fully understood.
- 9.4 By utilizing Sama-Sama Lokal, the Customers agree to be bound by the Terms and Conditions herein and agree and consent to allow his/her personal data being collected, processed and used by Maybank in accordance with Maybank Privacy Statement, which may be viewed on www.maybank2u.com.my ("Maybank's Privacy Statement"). In addition and without prejudice to the terms in the Maybank's Privacy Statement, the Customers agree and consent to his/her personal data or information being collected, processed and used by Maybank for:
 - a) the purposes of Sama-Sama Lokal; and
 - b) marketing and promotional activities conducted by Maybank, including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio

stations or online and digital media and on the Internet. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well responses and related photographs. In this regard, User agrees to co-operate and participate in all advertising and publicity activities of Maybank in relation to Sama-Sama Lokal.

- 9.5 Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for the purposes of Sama-Sama Lokal) shall not be liable to the Customers for any direct, indirect, special or consequential loss or damage (including but not limited to, loss of income, profits or goodwill) arising from or in connection with Sama-Sama Lokal unless caused by the any gross negligence or omission by Maybank.
- 9.6 Maybank shall not be responsible and / or liable for any losses suffered by User resulting directly or indirectly from the User' participation in this Campaign or otherwise. Furthermore, Maybank shall not be liable for any default of its obligation under this Campaign due to any force majeure events which include but not limited to acts of God, war, riot, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic or any events beyond the reasonable control of Maybank.
- 9.7 Maybank may disqualify/reject any Customer who does not comply with the terms and conditions stated herein and/or are found or suspected to be tampering with Sama-Sama Lokal and/or its process or the operations of Sama-Sama Lokal which includes fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to Sama-Sama Lokal.
- 9.8 These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

For information, enquiries, feedback and/or complaints related to Sama-Sama Lokal, please contact Maybank's Customer Care hotline at 1 300 88 6688. Alternatively, for feedback and/or complaints, User may choose to e-mail Maybank via the feedback form at Maybank2u website www.maybank2u.com.my.