

M2U Biz - Terms and Conditions

Important - Please read these terms and conditions carefully.

BY USING M2UBIZ, YOU AGREE TO THESE TERMS WHICH WILL LEGALLY BIND YOU. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT CONTINUE USING M2UBIZ.

1. TERMS AND CONDITIONS

A. These terms and conditions and any revisions or amendments (“Terms and Conditions”) apply to the access and use of the Maybank2u Biz website and/or the Maybank2u Biz Mobile Application (respectively and collectively referred to as “Maybank2u Biz”, as the case may be) and any of the banking products and services made available online by Malayan Banking Berhad (“the Bank”) and its subsidiaries, whether via the internet, mobile or any other electronic medium, to its small and medium business customers which includes (but is not limited to) the following:

- (i) Partnerships;
- (ii) Limited Liability Partnerships;
- (iii) Professionals;
- (iv) Private limited companies (Sdn Bhd); and
- (v) Clubs, societies and associations, (collectively “the Customer(s)”).

Certain features, banking products and services (hereinafter referred to as “Banking Services”) may be made available both on the Maybank2u Biz website and the Maybank2u Biz Mobile Application OR only available on Maybank2u Biz Mobile Application and not on Maybank2u Biz website, vice versa, and you acknowledge that you would have to use the appropriate channel depending on the Banking Services that you wish to use.

B. These Terms and Conditions shall apply upon the successful application and first time login by the Customer or any user of the Customer and shall continue to be binding on the Customer and all its users until termination of the Customer’s subscription to Maybank2u Biz in accordance with the terms here.

C. From time to time, the Bank may need to revise these Terms and Conditions, in which case the Bank will do so, subject to giving twenty one (21) days prior notice via modes in accordance with clause 22. The changes will take effect on the date stated in the notice. In situations where changes are made pursuant to laws or regulations, is administrative in nature or for clarification purposes, notice of a shorter period or immediate notice will be given to you. If the Customer continues using Maybank2u Biz after any revision to these Terms and Conditions, it means that the Customer has accepted the revised Terms and Conditions. If the Customer does not agree to the revisions, the Customer shall terminate its subscription to Maybank2u Biz in writing in accordance with the terms herein and cease all use of Maybank2u Biz.

D. For as long as the Customer subscribes to Maybank2u Biz, the Customer and all its users shall comply with these Terms and Conditions herein as well as the terms and conditions governing:

- (i) the use of M2UBiz App [INSERT LINK HERE];
- (ii) the relevant Banking Services made available by the Bank and its affiliates;
- (iii) the Customer’s banking account, designated payment instrument, payment instrument or any other accounts which the Customer has with the Bank (hereinafter referred to as “Accounts”) as may be linked/accessed via Maybank2u Biz; and
- (iv) the Customer’s any other accounts with other banks, affiliates, billers or payee corporations or any other third party (herein referred to as “Third Party Accounts”) as may be linked/accessed via Maybank2u Biz.

- E. Where there is a conflict between these Terms and Conditions and the terms and conditions of the Banking Services and the terms and conditions of the Accounts or Third Party Accounts which may be accessed through Maybank2u Biz (hereinafter referred to as “Account Terms”), these Terms and Conditions shall prevail to the extent of such contradiction.
- F. The Customer agrees that in addition and without prejudice to any provisions herein, these Terms and Conditions shall be governed by and subjected to the and rules, regulations and guidelines from time to time issued by Bank Negara Malaysia and other relevant bodies.
- G. The Customer further agrees that the availability and the continued availability of Maybank2u Biz and any Banking Services offered by the Bank hereunder, whether now or in the future shall be dependent upon and subject to the said rules, regulations and guidelines.
- H. Where the Customer operates a current or deposit account with the Bank for the purpose of among others, holding or receiving monies on account of a person for whom the Customer is acting as a solicitor or in connection with the Customer’s legal practice (hereinafter referred to as “Client’s Account”) the Customer further agrees and undertakes that the Customer shall at all times comply and be solely responsible for the compliance with the Solicitors’ Account Rules 1990 as well as Bank Negara Malaysia’s Foreign Exchange Administration Rules .

2. TYPES OF ACCESS

- A. The types of access that is available to the Customer under Maybank2u Biz are as follows:
 - (i) View Only - this access allows the Customer and it’s users to view Account(s) details only. No transaction is allowed under this access.
 - (ii) Maker - this access allows for the viewing of Account(s) details as well as the initiation only of transactions under Maybank2u Biz (hereinafter referred to as “Maker”).
 - (iii) Checker- this access allows for the viewing of Account(s) details as well as the checking and approval of transaction initiated by the Maker (hereinafter referred to as “Checker”).
 - (iv) Standard - this access allows for the view of Account(s) details as well as the conduct of transactions via a singular user (with no maker or checker function) by up to a maximum of three (3) users. Registration for this type of access is no longer available although existing Customers with this access may continue to use the access subject to the terms herein, which includes the restrictions on changes to the Customer’s favourites lists as stipulated in Clause 9 (b) and 10 (f) herein.
- B. A Maybank2u Biz subscription, which utilises both Maker and Checker access requires a minimum of two (2) users and allows for up to a maximum of five (5) users comprised of both Makers and Checkers, whereby no one person/user shall hold both the function of Maker and Checker. Notwithstanding the above, where the Customer is a club, society or association, a minimum of three (3) users are required, comprised of at least one (1) Maker and two (2) Checkers.

3. APPLICATION PROCESS

- A. To apply for Maybank2u Biz, the Customer is required to complete the application form for Maybank2u Biz (“Application Form”) which is available on Maybank2u.com or at any of the Bank’s branches. Depending on the type of customer some of which are as listed in Clause 1(A) above, the Customer shall also be required to provide other

documentation in support of the application (authorising the said application and naming and detailing the user(s)) which includes but is not limited to:

- (i) A mandate letter signed by all the partners (eg. for partnerships, professionals);
 - (ii) A resolution signed by all the Customer's directors (eg. for private limited companies); or
 - (iii) Minutes of meetings for the Customer's annual general meeting/committee (eg. for clubs, society and associations).
- B. Upon receipt of the hard copies of the duly completed forms and documents from the Customer, the Bank shall assess and review the application accordingly and thereafter, without the need to assign any reason or provide information thereto, either accept or reject the Customer's application, at its discretion.
- C. Where the Bank approves an application, the Bank shall issue a specific identification number for the said user(s)' first time login to Maybank2u Biz (hereinafter referred to as "Access No.").
- D. Each of the Customer's user(s) shall be required to key in their respective Access No. together with a personal identification number given to the said user(s) for the first time login to Maybank2u Biz (hereinafter referred to as "PIN") via the relevant login page on the Maybank2u.com website.
- E. Upon the successful verification of the Access No. and PIN of the Customer's user(s), the said user(s) shall be required to create their respective Usernames and Passwords. For the avoidance of doubt, the term "Username(s)" and "Password(s)" shall have the following definitions:
- (i) "Username" refers to a unique name made up of a string of characters created by each of the Customer's users and which must be keyed in by the said user in order for the Maybank2u Biz' system to associate the Username with the Customer's profile and Account(s),
 - (ii) "Password" refers to a unique string of characters created by each of the Customer's user and should be known only to the said user and recorded in the Bank's computer system, which must be keyed in by the relevant user for authentication of his/her Username and grant of access of Maybank2u Biz to the Customer.
- F. Any changes to the named users and where applicable, their user type (i.e. whether Maker or Checker), shall be made via the submission of a fresh Application Form by the Customer to the Bank detailing all relevant information pertaining to the said change.
- G. The Customer agrees that the Bank has the right to invalidate any of its user(s)' Username and Password for the breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of Maybank2u Biz and its other users where the Bank deems appropriate, and that the Customer shall not hold the Bank liable for any loss or damage which the Customer may suffer as a result of such invalidation of any or all of the Username and Password of the Customer's user(s).
- H. The Customer's user(s) may change any of its Username and Password at any time but any changes shall only be effective if they are accepted by the Bank. The Customer agrees that the Bank uses the Username and Password to verify the Customer and its users and undertakes to ensure that its users shall keep their respective Username and Password secret and secure and take reasonable steps to prevent unauthorised access and/or use.
- I. Once the Customer's user(s) have logged on, the said user(s) must not leave the terminal or other devices from which s/he has accessed the service at any time or let anyone else use it until the said user has logged off. The Customer is responsible for ensuring that each of its user(s) has logged off the service at the end of each session.

- J. The Bank may have to request any of the Customer's user(s)' Username, (but not their Password) in order to provide maintenance services to the Customer. If the Customer, whether via its users or otherwise supplies the Bank with it's the Username of any of its users, the Bank shall keep it confidential. THE CUSTOMER AND ITS USERS ARE CAUTIONED TO NEVER SHARE ANY OF THEIR PASSWORDS TO ANYONE.

4. MAYBANK2U BIZ

- A. Upon the activation of Maybank2u Biz, the Customer shall, via its user(s) be able to access all Account(s) (that the Customer has designated in writing to the relevant branch, to be linked to and made accessible via Maybank2u Biz) as well as the Banking Services as the Bank and its affiliates may, from time to time, make available to the Customer on Maybank2u Biz.
- B. When the Bank introduces new products or services under Maybank2u Biz, the Bank may provide them on such supplementary terms as may be notified to the Customer.
- C. The Customer acknowledges that the Customer's access and use of Banking Services on Maybank2u Biz shall depend on the type of access subscribed by the Customer as stipulated in Clause 2(A) above and agrees that not all such Banking Services shall be available for access and use by the said Customer.
- D. The Customer agrees and accepts that any instructions given by the Customer and its users in respect of the Customer's Account(s) or any other transaction, using Maybank2u Biz (hereinafter referred to as "Instructions") shall at all times be subject to such limits and conditions as may be fixed or specified by the Bank from time to time at its discretion.
- E. In cases which involve or require the consent or approval of third parties, the Bank's obligations to perform any Instructions would be subject to such consent and approval being obtained by the Customer.
- F. The Customer shall ensure that there are sufficient funds at all times available in the Customer's Account(s) to perform any of the Customer's Instructions as issued by its users.
- G. The Customer agrees that the Bank is entitled to debit the Customer's Account(s) to effect any transaction instructed by the Customer.

5. AUTHORISATION AND AUTHENTICATION

- A. The Customer hereby authorise the Bank to comply with all Instruction(s) given by its users via the use of their respective Username and Password, as Instruction(s) properly authorised by the Customer even if they may conflict with any other mandate given at any time concerning the Customer's Accounts or affairs.
- B. The Customer agrees that such Instruction(s) shall be binding on the Customer upon its transmission to the Bank and the Instructions cannot be changed or withdrawn without the Bank's consent and that the Bank is not further obliged to check the authenticity of such Instruction(s).
- C. You agree that for the purpose of authorising Maybank2u Biz Online Banking transactions, you will have to authorise the transactions by the use of two (2) or more authorisation methods:
- (i) keying-in SMS Transaction Authorisation Code that is a 6 digit code sent to your mobile number registered with the Bank for Maybank2u Online Banking Services ("SMC TAC"), or
 - (ii) using Secure2u, an additional authorisation method which the user can enable by registering via the M2U Biz App.

- D. For SMS TAC, you acknowledge that you may request for multiple SMS TACs but the latest SMS TAC sent will override the earlier SMS TAC requested.
- E. For Secure2u, you agree:
 - (i) To register for Secure2u using the button available at the Maybank2u Biz Mobile Application. (Only one device can be registered for one (1) Secure2u username).
 - (ii) That the Secure2u registered by you will be automatically be deactivated when your Maybank2u Online Banking Service is deactivated.

6. INSTRUCTIONS

- A. The Customer hereby agrees that it is the Customer's responsibility to review the Bank's alerts, statements and records of the Instructions, communications, operations or transactions made or performed, processed or effected through Maybank2u Biz (hereinafter referred to as "Transaction Record") pertaining to any Maybank2u Biz transaction initiated on the Customer's Instruction as well as any alerts thereto, in a timely manner and on a regular basis.
- B. Should the Customer or any of its users have any reason to believe that an Instruction has not been accurately or completely received by the Bank, the Customer shall officially inform the Bank by forthwith and without delay after transmission of the relevant Instruction(s).
- C. Any Instructions to the Bank for cancellation, revocation, reversal or amendment or clarification of the Customer's earlier Instructions, can only be effected, if the Customer's request is received and effected before the earlier Instruction is executed.
- D. The Bank reserves the right at its discretion, to refuse to carry out any of the Customer's Instructions where the Customer's Instructions are inconsistent with the Bank's policy or laws or for any other legitimate reasons.
- E. Where the Customer via any of its users, gives Instructions to the Bank to effect transactions in relation to Maybank2u Biz, the Customer shall provide accurate and complete details as required by the Bank. **IT IS THE DUTY OF THE CUSTOMER TO CHECK AND ENSURE CORRECTNESS OF ANY TRANSACTIONS INCLUDING THE PURPOSE AND THE BENEFICIARY.**
- F. The Bank shall not be liable for any failure, delay or shortcoming by any third party howsoever caused with whom the Customer has accounts or otherwise when they are executing the Bank's Instructions to them.
- G. The Customer agrees that all Instructions issued by the Customer's user(s), though in electronic form:
 - (i) are written documents and the Customer agrees not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and the Customer hereby waive any such right the Customer may have at law;
 - (ii) are original documents and the Customer agrees not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.

7. SERVICE AVAILABILITY

- A. Maybank2u Biz is intended to be available 7 days a week, 24 hours a day except for Foreign Telegraphic Transfer ("FTT") which is available for five (5) days a week from 10 am to 5pm. The Customer acknowledges however that there may be occasional downtime where the Bank carries out maintenance over its systems and equipment. The Bank will use reasonable efforts to inform the Customer of any or all products and/or services under the Maybank2u Biz which are not available from time to time.

Further, where a transaction involves access or use of systems of third party service providers, the Customer acknowledges that the operating hours will depend on the availability of those systems.

- B. For further details on the operating hours (including those pertaining to Interbank Giro Service (IBG)), please see the schedule as published on the Bank's website at maybank2u.com or at any of the Bank's branches.

8. CUSTOMER'S ACCOUNT AND INFORMATION

- A. The Bank does not warrant the accuracy of any information pertaining to your Account(s), Third Party Account(s) or transactions as reported through the Maybank2u Online Banking Services.
- B. You agree that the information pertaining to your Account(s), Third Party Account(s) or transactions as reported through the Maybank2u Online Banking Services shall not for any purpose whatsoever be taken as conclusive of the status of your Account(s), Third Party Account(s) or transaction.
- C. The Bank will issue you such statements of account as agreed in the Bank's Account Terms.
- D. You must ensure that the information you provide to us in relation to you, your Account(s), Third Party Account(s) or your use of the Maybank2u Online Banking Service are true, complete and updated. In the event that there are any changes to your information and details, you shall notify the Bank immediately.
- E. You acknowledge that the Bank shall not be liable for and that you shall indemnify the Bank for any loss or damage that may arise due to your failure or delay to keep the Bank updated as to any changes to your information and details pertaining to you, your Accounts, Third Party Accounts or your use of the Maybank2u Online Banking Services.

9. BILL PAYMENT

- A. The bill payment services of the Bank shall be used only for the purpose of settling any bills, renewal notice, payment advice, payment demands, etc. (hereinafter referred to as "Bills") of billers or payee corporations who have registered with and/or have been approved by the Bank from time to time ("Payee Corporations"). The Customer hereby agrees to abide by the then current procedures, requirements and terms of each Payee Corporation in respect of settling their respective Bills.
- B. For Customer's that have Standard access to Maybank2u Biz, this Bill payment service shall only be applicable in relation to Payee Corporations that the Customer has designated as a "Favourite" in the Application Form. The maximum number of "Favourite" Payee Corporation that may be designated shall be as stated in the Application Form or as may be prescribed by the Bank from time to time. Any changes to the Customer's Favourites list shall be made via the submission of a fresh Application Form by the Customer, to the Bank detailing all relevant information pertaining to the said change. No changes however can be made to the Favourites list of Customers with Standard access.
- C. The Customer agrees to inform the Bank, in the form, mode and/or manner as instructed by the Bank, of any changes to the Customer's particulars as registered with a Payee Corporation prior to settling any Bill of the said Payee Corporation.
- D. The Bank shall not be under any duty to ensure punctual payments of Bills by the Customer and neither shall the Bank be under any duty to monitor payment of Bills or to notify any person of the late payment for any Bills.

- E. The Bank shall not be under any duty to assist in resolving any dispute the Customer might have with any Payee Corporation and the Customer is to resolve the same directly with the relevant Payee Corporation.

10. FUND TRANSFER

- A. Fund transfer service is available in relation to the transfer from the Customer's designated Account with the Bank to:
 - (i) any other of its Account with the Bank;
 - (ii) its own account with any other bank;
 - (iii) the account of a third party with the Bank;
 - (iv) the account of a third party with any other bank.
- B. FTT is also available, during the period as stipulated in Clause 7 hereinabove. When performing fund transfers, including FTT, Customer agrees and undertakes that it shall, at all times, comply and be solely responsible for the compliance with BNM's Foreign Exchange Administration Rules.
- C. Fund transfer Instructions shall be subject to such limits and conditions as imposed and/or revised by the Bank or relevant authorities at their discretion from time to time.
- D. Fund transfer Instructions where the Customer is transferring funds to the Customer's own account or the accounts of third parties with any other bank shall also be subject to the terms and conditions and/or approval of the bank with which that other account is maintained. For the avoidance of doubt, this fund transfer service shall be available for the transfer of funds to the Customer's own account or the accounts of third parties with such bank(s) as may be determined by the Bank from time to time.
- E. The Customer acknowledges and agrees that the Bank shall not be responsible or liable for any delay or failure to effect fund transfer where the beneficiary bank to which the fund transfer is made to has delayed, rejected, refused or is otherwise unable to accept such fund transfer. Upon the Bank's knowledge of such failure, the Bank shall immediately or as soon as practicable inform the Customer of such delay, rejection, refusal or otherwise non acceptance of such fund transfer.
- F. For Customers that have Standard access to Maybank2u Biz, the fund transfer service shall only be applicable in relation to the Customer's banking accounts and third party accounts (whether with the Bank or any other bank) that the Customer has designated as a "Favourite" in the Application Form. The maximum number of "Favourites" that may be allocated for the different types of fund Transfer (i.e. third party, Interbank and FTT) shall be as stated in the Application Form or as may be prescribed by the Bank from time to time. Any changes to the Customer's Favourites list, shall be made via the submission of a fresh Application Form by the Customer to the Bank detailing all relevant information pertaining to the said change. No changes however can be made to the Favourites list of Customers with Standard access.

11. e-STATEMENTS

- A. The e-Statements service allows Customers to view, save and print in PDF format or such other format as may be made available by the Bank from time to time the e-Statements of the Customer subject to the terms herein.
- B. "e-Statements" are an electronic version of the physical statements in relation to Accounts that are mailed or otherwise provided to the Bank's customers by the Bank that are made available via Maybank2u Biz in a form either identical in full or in part, to the physical version of the said statements and/or in a summary form (as applicable).
- C. Notwithstanding (b) above, the Customer acknowledges that the Bank will not provide e- Statements in the form of Account statements to Customers who are not previously

entitled to the physical statements of the same under the applicable rules of the said Account.

- D. e-Statements of Accounts will be provided to the Customer periodically in accordance with its applicable statement cycle (if any) or from time to time at the Bank's discretion, via the e-Statements service when the Customer connects to Maybank2u Biz. For example, if the statement cycle is on a monthly basis, e-Statements may be available for the current month and the previous two (2) months that the Customer has been enrolled in the service. Availability of e-Statements with no fixed cycle however will be for such period as may be stipulated by the Bank from time to time.
- E. The Customer will need Adobe Acrobat Reader v. 7.0 or the then current version of the same in order to view, print, and/or save your e-Statements in PDF format.

12. CONFIDENTIALITY AND IT SYSTEM SECURITY

- A. The Customer accepts that the Customer and its user(s) shall be responsible for the confidentiality and use of each user(s)' Access No., PIN, and/or Password (hereinafter collectively referred to as "Access Codes") and that subject to Clause 3 (j), neither the Customer nor its users shall at any time and under any circumstances share, disclose or reveal the Access Codes to anyone including the employee of the Bank.
- B. The Customer and its users shall observe all security measures prescribed by the Bank concerning the Access Codes or generally in respect of the use of Maybank2u Biz.
- C. Should the Customer or its users have any reason to believe that any of the Access Codes have been misused and/or compromised by disclosure, discovery or howsoever, the Customer must inform the Bank immediately.
- D. Should the Customer and its users receive any data and information through Maybank2u Biz which is not intended for the Customer, the Customer agrees that all such data or information shall be deleted from the Customer's computer system or other relevant devices immediately and that the Customer shall officially notify the Bank without delay.
- E. The Customer and its users shall at all times ensure the information technology assets and equipment, computers, devices, systems, networks, hardware, software, websites, browsers, applications and databases (collectively "IT Systems") which are used to access M2U Biz are adequate and free and clear of all malwares, viruses, bugs, errors, defects, Trojan horses and other vulnerabilities Customers must ensure vulnerabilities are removed, patched or rectified in a timely manner.
- F. The Customer shall implement and maintain commercially reasonable controls, policies, procedures and safeguards to maintain and protect their material confidential information and the integrity, continuous operations and security of its IT Systems and data (including all personal, personally identifiable, sensitive or regulated data) used in connection with M2U Biz.
- G. The Customer also confirms, represents and warrants there have been no breaches, violations or unauthorised uses of or accesses to its IT systems and shall ensure that there will be no breaches, violations or unauthorised uses of or accesses to its IT systems.

13. DISCLOSURE OF CUSTOMER'S INFORMATION

- A. The Bank and each of its affiliates agree not to disclose to third parties, any financial information or information relating to the affairs or account(s) of the Customer, that the Customer has provided or that the Bank and/or its affiliates have obtained about the Account(s) and the transactions thereunder unless it is:
 - (i) to comply with an order or request made by an enforcement agency in Malaysia under any written law for the purposes of investigation or prosecution of an offence under any written law;

- (ii) required by the Inland Revenue Board of Malaysia under the Income Tax Act 1967;
 - (iii) in relation to the performance of any supervisory duties by a relevant authority outside Malaysia which exercises functions corresponding to those of Bank Negara Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013;
 - (iv) in relation to the conduct of centralised functions, which include audit, risk, management, finance or information technology or any other centralised function within the Bank's group of companies (where applicable) ;
 - (v) in relation to a due diligence exercise approved by the board of directors of the Bank in connection with merger and acquisition, capital raising exercise or sale of assets or whole or part of business.
 - (vi) for the performance of functions of the Bank which are outsourced or to the Bank's independent contractor, representatives and/or agents ;
 - (vii) necessary to complete a transaction;
 - (viii) to other entities within the Bank's group of companies which are existing now or in the future, owning or owned by or under common ownership either directly or indirectly or controlling, controlled by or under common control with the Bank (hereinafter referred to as "Maybank Group");
 - (ix) to offer other products and services of the Bank's affiliates and other third party service providers where the Customer has consented to the same; or
 - (x) with the Customer's written permission.
- B. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations, the Customer understand that while the Bank shall use its best endeavours to ensure that all information transmitted or received using Maybank2u Biz is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant or guarantee the security of any information transmitted or received by the Customer using Maybank2u Biz.

14. LIMITATION OF LIABILITIES

- A. The Customer acknowledges that the Bank and its affiliates make no warranties of any kind with respect to Maybank2u Biz, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) the Bank and its affiliates expressly disclaims liability with respect to any delays, failure or error in the Customer's use of the Maybank2u Biz. No oral or written information or advice given by the Bank, its affiliates or the Bank's employees shall create a warranty or in any way increase the scope of this warranty, and the Customer may not rely on any such information or advice.
- B. The Customer hereby agrees that save where expressly provided otherwise in these terms and condition and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant authorities), in no event shall the Bank be liable for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by the Customer by reason of any delay in performance or non-performance or breach of any obligations of the Bank and/or arising from the acts or omissions of the Bank or any of the Bank's employees, independent contractor, representatives and/or agents unless it's due to the Bank's fraud, gross negligence or misconduct.

- C. Due to the nature of Maybank2u Biz, and except as otherwise expressly stated in these Terms And Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) the Bank shall not be responsible for any loss of or damage to the Customer's data, software, equipment, network access or other equipment used to access Maybank2u Biz unless it's due to the Bank's fraud, gross negligence or misconduct.

15. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

- A. The Customer acknowledges that all proprietary rights and intellectual property rights in Maybank2u Biz and the Banking Services provided hereunder belongs to the Bank or, where applicable, its affiliates at all times.
- B. Other than information related to the Customer's Account(s) and Bill(s), all content available on Maybank2u Biz (including its arrangement) is the property of the Bank or the relevant Payee Corporation or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights.
- C. The Customer's usage of Maybank2u Biz or any of its Banking Services does not grant the Customer a license or right to use the trademark, service mark, copyright, patent or any other intellectual property right whether formally protected, applied for or otherwise, of Maybank2u Biz or any of the Banking Services provided thereunder without the express written approval of the Bank. In addition, the Customer's usage of Maybank2u Biz does not grant the Customer a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

16. FEES AND CHARGES

- A. The Customer acknowledges that the Bank shall, subject to giving the Customer twenty one (21) days prior notice, be entitled to levy or impose service charges or transaction fees and/or revise them from time to time in respect of the Customer's use of or access to Maybank2u Biz or any part thereof.
- B. The Customer acknowledges that the Customer is responsible for all charges imposed by service providers in enabling the Customer to access and/or connect to Maybank2u Biz. The Customer is also responsible for any fees and charges imposed by any Network Service Provider.
- C. Subject to the Account Terms of the Customer's Account(s), the Customer acknowledges that the Bank reserves the right to debit the Customer's relevant Account(s) for any amounts due under Clause 16 (A) and (B) herein and any Government charges, stamp duties or taxes payable as a result of the use of Maybank2u Biz.

18. INTERNATIONAL USE

- A. The use of Maybank2u Biz outside of Malaysia is subject to BNM's Foreign Exchange Administration Rules or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested; and the laws and regulations of Malaysia and the country where the transaction is effected or requested.
- B. The maximum amount of a transaction and the purpose for which it is effected may be determined by BNM and the laws and regulations of the country in which the transaction is effected or requested.
- C. The Customer hereby agrees that the Customer is using Maybank2u Biz at the Customer's own initiative and is responsible for the Customer's compliance with local laws.

19. GENERAL

- A. The Customer hereby agrees to examine all the Bank's alerts, statements (including e-Statements) and records of the Instructions, communications, operations or transactions made or performed, processed or effected through Maybank2u Biz (as accessed and used via any of the Customer's and its users' Password and Username) regularly and in a timely manner and the Customer hereby undertake to notify the Bank immediately and without delay and in any case, no later than thirty (30) days from the date of receipt of the alerts, statements and records of any such errors, irregularities, discrepancies, claims or unauthorised items or transactions. The Customer acknowledges that the Customer's failure or delay to provide such notification forthwith shall be deemed as the Customer's conclusive agreement and acceptance that all matters contained in the alerts, statements and records are true and accurate in all respects and shall be binding on the Customer for all purposes whatsoever and conclusive evidence of the transaction and the Customer's liability to the Bank. The Customer hereby agrees that all such records are admissible as evidence and that the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of the Customer's rights (if any) to so object.
- B. The Customer agrees that the Bank has the right to require the Customer to maintain a minimum balance at any one time in the Customer's Account(s). The Customer's failure to maintain such a minimum balance as required by the Bank could at the Bank's discretion result in a penalty being imposed against the Customer or lead to a suspension or termination of Maybank2u Biz as provided for in Clause 20.
- C. Any Instructions transmitted by the Customer after the relevant cut-off time on any day shall be posted in the books and records of the Bank on or for the next business day following the date of the Instruction.
- D. The Customer shall not be entitled to use Maybank2u Biz, if there exists any restrictions whatsoever in relation to the Customer's Account(s) or Third Party Account(s) either imposed by the Bank or by any relevant authorities.
- E. The provisions of the Bank's Maybank2u kiosks and all computer devices and/or terminals ("Property") available for the Customer's use at our branches are specially for the Customer's use and access of Maybank2u Biz only and the Customer shall not use the Property for or in connection with any illegal purpose or activity.

20. SUSPENSION OR TERMINATION

- A. Notwithstanding anything herein to the contrary, the Bank may at any time, suspend or terminate the Customer's right of access to Maybank2u Biz or any part thereof or of any medium it is made available under, for the breach or potential breach of any terms herein, laws and/or regulations and/or to ensure or maintain the security of Maybank2u Biz and its other users where the Bank deems appropriate.
- B. The Bank shall automatically terminate the Customer's right of access to Maybank2u Biz or to any medium it is made available under (as applicable), should the Customer cease to maintain any Account(s) with the Bank which can be accessed via Maybank2u Biz or the applicable medium or should the Customer's access to such Account(s) be restricted by the Bank or any other party for the breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of Maybank2u Biz and its other users where the Bank deems appropriate.
- C. In the event that any of the Customer's user(s) does not login to Maybank2u Biz for a continuous period of six (6) months, the said user(s)' Maybank2u Biz access shall be

deemed inactive and subsequently, in the event it remains idle for a period of twelve (12) months from the user(s)' last login, the said user(s)' Maybank2u Biz access shall be automatically deactivated.

- D. The Customer may terminate Maybank2u Biz by giving a duly executed letter of termination detailing all relevant details pertaining to its access and use to Maybank2u Biz together with a mandate, circular resolution or minutes of meeting (as applicable) authorising the said termination. The Customer's subscription to Maybank2u Biz shall be cancelled within seven (7) days from the date of the Bank's receipt of all the relevant duly executed letters and documents as aforementioned and the Customer agrees that the Bank shall not be obliged to effect any of the Customer's Instructions received from any of its user(s)' on any day falling after the receipt of the Customer's notice of termination.
- E. Except in the instances as stated above, the Bank reserves the right to terminate the Customer's subscription and/or any of its user(s) access to Maybank2u Biz provided the Bank gives the Customer twenty one (21) days prior written notice.
- F. The Customer acknowledges that termination shall not affect the Customer's liability or obligations in respect of Instructions provided to and/or processed by the Bank on the Customer's behalf.

21. INDEMNITY

- A. The Customer hereby agrees to be liable for and to fully indemnify and keep the Bank fully indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising out of:
 - (i) the Customer's or any of its user(s)' breach or violation of these Terms and Conditions or any third party rights;
 - (ii) the Customer's or any of its user(s)' use or purported use of Maybank2u Biz;
 - (iii) the Customer's or any of its user(s)' fraudulent acts;
 - (iv) the Customer's or any of its user(s)' disclosure of Access Codes to any other person or in any emails or on other websites;
 - (v) the Customer's or any of its user(s)' failure to take reasonable steps to keep the Access Codes private and/or secure at all times;
 - (vi) the Customer's or any of its user(s)' failure to take reasonable steps to keep its IT Systems secure at all times;
 - (vii) the Customer's or any of its user(s)' failure to report a breach, disclosure or compromise of the Access Codes as soon as reasonably practicable upon being aware of the breach or loss respectively;
 - (viii) the Bank discharging a mandate provided by the Customer or any of its user(s)';
 - (ix) the Bank carrying out Instructions provided by the Customer or any of its users via any of their Access Codes;
 - (x) the Bank enforcing its rights against the Customer; or
 - (xi) the Bank complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to the Customer.
- B. The Customer's liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:
 - (i) Maybank Group's failure to provide the Customer with adequate means to notify the Bank of any unauthorized or disputed transactions;

- (ii) a technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
- (iii) a proven material weakness or vulnerability in the security features and controls adopted by the Bank;
- (iv) transaction(s) that occurred after the Bank has been notified by the Customer of an unauthorised transaction or of the breach, disclosure or compromise of any of its user(s)' Access Codes, provided that the said breach, disclosure or compromise was not due to the Customer's or any of its user(s)' own act or omission or the acts or omission of persons or entities under its control;
- (v) transaction(s) that occurred immediately prior to the Bank being notified by the Customer of the unauthorised transaction or of the breach, disclosure or compromise of any of its user(s)' Access Codes provided that the said breach, disclosure or compromise of the Access Codes was not due to the Customer's or any of its user(s)' own act or omission (or the acts or omission of persons or entities under its control) and that the notification was made forthwith and without delay; and
- (vi) transaction(s) that occurred prior to the Customer or its user(s)' receiving any Access Codes in relation to the transaction; or
- (vii) where applicable, Access Codes that are forged, faulty, expired or cancelled provided that they are not due to the Customer's or any of its user(s)' own acts or omissions or the acts or omission of persons or entities under its control.

22. NOTICES

- A. The Customer hereby consents to all notices and other communications which concern Maybank2u Biz or are required under these Terms and Conditions, to be given by the Bank in any one of the following manners:
 - (i) By ordinary post to the Customer's last address in the Bank's records and such notification shall be deemed received two (2) days after posting.
 - (ii) By electronic mail to the Customer's or its user's last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending.
 - (iii) By being displayed on the Bank's premise and such notification shall be deemed effective upon such display.
 - (iv) By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.
 - (v) By inserting a notice in the Bank's statement of Account to the Customer and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the statement of Account to the Customer.
 - (vi) Broadcasting a message on the Maybank2u.com website.
 - (vii) By notification to the Customer in any other manner as the Bank may determine.
- B. All notices to the Bank concerning Maybank2u Biz and these Terms and Conditions shall be in writing, signed by the Customer and sent to the Bank at the following address or in such other way as the Bank may notify the Customer from time to time:

**Malayan Banking Berhad Service Fulfilment Unit Virtual Banking & Payment
 Maybank Group Customer Care Lot 12 Jalan Astaka U8/84 Seksyen U8, Bukit Jelutong
 150 Shah Alam
 Selangor Darul Ehsan**

Telephone no.: 1300-88-6688

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

23.FORCE MAJEURE

- A. The Bank shall not be liable to the Customer or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if the Bank is unable to perform any of its obligations hereunder or to provide any of the services due to Force Majeure. "Force Majeure" means events or situations beyond the control of the Bank which continues for three (3) months or more including (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.

24.SEVERABILITY AND WAIVER

- A. If any Terms and Condition are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.
- B. Any waiver or indulgence granted shall not prevent the Bank from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or from enforcing any other rights nor shall it require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions

25.VARIATIONS

- A. The Customer acknowledges that (among others) to ensure the smooth and efficient provision of Maybank2u Biz and/or to improve Maybank2u Biz, the Bank shall have the right and discretion to make such amendments and modifications as it deems necessary to:
- (i) the procedures and processes applicable to Maybank2u Biz (i.e. procedure for registration of Maybank2u Biz, registration and activation of users, etc.); and
 - (ii) the trade or service names used in relation to Maybank2u Biz as referred to in these Terms and Conditions. Notwithstanding the same, the Customer hereby agrees that pending actual changes being effected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to Maybank2u Biz whereby the amended or modified procedures and processes and/or new trade or services names shall be deemed to replace the previous procedures and processes and/or new trade or services names, accordingly.

26.DISPUTE AND ENQUIRIES

- A. If the Customer has any enquiries or require any assistance, please refer to our helpdesk at 1-300-88- 6688 or +603-7844 3696 (if the Customer is overseas). In addition, the Customer is advised to review our Privacy Policy, Security Statement and Client Charter in the Maybank2u.com website.
- B. In the event that the Customer has any complaints and/or disputes arising from Maybank2u Biz and these Terms and Conditions, please refer the matter to the Bank at the address stated in Clause 22 (b) above.
- C. The Customer shall specify the nature of the Customer's query, complaint and/or dispute and such other details or information as may be required by the Bank and such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with the Bank's complaints and dispute resolution procedure.

- D. In relation to the Bill payment service, where the query, complaint and/or disputes are the results of errors, acts or omissions of the Payee Corporation, the matter shall be escalated to the relevant Payee Corporation in which event all such queries, complaints and disputes are to be settled between the Payee Corporation and the Customer. The Bank's role in relation thereto shall be limited to the provision of relevant information only.
- E. The Customer undertakes that any such complaints and/or disputes made by the Customer are true and legitimate and the Customer acknowledges that the Customer shall be liable to the Bank in relation to false or fraudulent complaints or claims.

27. LAW AND JURISDICTION

- A. These Terms and Conditions shall be governed by the Laws of Malaysia and the Customer hereby consent and submit to the exclusive jurisdiction and venue of the courts in Malaysia in all disputes arising out of or relating to the use of Maybank2u Biz. The above shall apply notwithstanding the access location of the Customer and/or any of its user(s)