

Terms and Conditions Governing the Use of Maybank MAE Visa Debit Card

This Terms and Conditions govern the operation and your use of the Maybank MAE Visa Debit Card. It is important that you read and understand the Terms and Conditions.

1. DEFINITIONS & INTERPRETATIONS

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

“App” or “Maybank2u Mobile Application” or “Mobile App”	means, an application or a service platform downloaded by a user to a mobile device;
“Bank Group”	means, collectively, the Bank, all corporations which are related to the Bank within the meaning of Section 7 of the Companies Act 2016, and all associated companies of the Bank or of the Bank’s parent company, and “Bank Group Member” means any one of such entities;
“Bank’s Website” or “Maybank2u” or “M2U”	means www.maybank2u.com.my ;
“BNM”	means the Central Bank of Malaysia / Bank Negara Malaysia;
“Maybank”, or “MBB”, or “the Bank”, or “we”, or “us”, or “our”	means Malayan Banking Berhad (Company No. 196001000142), having its registered address at 14th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur;
“Bill”	means the latest bill/contract received from a Payee Corporation and/or the sum due to the Payee Corporation which has to be paid within the time frame stipulated in the Payee Corporation’s Bill/Contract.
“Card”	means the Maybank MAE Visa Debit Card issued by the Bank for your Account(s) of which the Bank allow you to link into and carries Visa logo that enable Cardholder to perform a Transaction.
“Cardholder”	means a customer of the Bank to whom the Card has been issued.
“Customer”	means a customer of the Bank who uses the SST, Debit, Phone Banking and/or Maybank2u.
“Debit”	means a MyDebit or Visa transaction.
“MyDebit”	means a purchase made by the Cardholder through a Point-Of-Sale (POS) Terminal installed at the payment counter of any corporation(s) that accepts Maybank MAE Visa Debit Card and through the combined use of Customer’s Card and PIN.
“Order”	means instruction given by the Customer authorizing the Bank to make payment to one/more Payee Corporation(s).

“PIN”	means Personal Identification Number issued by the Bank to the Cardholder to access to services offered through any SST, Phone Banking, POS Terminal or Maybank2u.com
“Services”	means services offered to Customers through SST, POS Terminals, Phone Banking, Maybank2u.com and any other electronic banking service that the Bank may offer or introduce from time to time.
“SST”	means self service terminals which include an Automated Teller Machine (ATM), Smart Recycle Machine (SRM), Passbook Update Machine (KPU), Cheque Deposit Machine (CQM) and any other self service machines installed by the Bank or a shared inter-bank Network for the use of the Cardholders.
“Transaction”	means banking transaction transacted or capable of being transacted by the use or without the use of the Card and shall include either withdrawal, purchase, payment, fund transfer, balance inquiry, deposits (of cash or cheque), settlement of credit account, cheque book request, statement request, bill payment and any other electronic banking service as the Bank shall offer or introduce from time to time.
“Valid Thru Date”	means the expiry date of Maybankard Visa Debit printed onto the Card.

2. USAGE OF MAYBANK MAE DEBIT VISA CARD

- 2.1 The Card shall at all times remain the property of the Bank and shall be surrendered to the Bank immediately upon request.
- 2.2 The Maybank MAE Visa Debit card is also open to customers below 18 years old subject to parent or legal guardian consent. The bank will contact your parent or legal guardian to obtain consent after your application. The bank may request your parent or legal guardian to email or fax the bank your birth certificate and parent/legal guardian ID. Failing which, the bank reserve the right to close or hold your MAE card and account until you are present at any Maybank branch together with your parent or legal guardian for identity verification.
- 2.3 The Maybank MAE Visa Debit Card is valid only if it is used within the Valid Thru Date. The Cardholder shall ensure that as soon as the Card expires, it is destroyed, by cutting it in such a way that the magnetic stripe and chip is destroyed and the Card number becomes unreadable. Customer may then apply for Card replacement via Maybank Mobile Application.
- 2.4 The Cardholder shall keep and use the Card personally and shall not transfer, pledge or otherwise use it as security for any credit transaction.
- 2.5 The Card shall not be used after its cancellation, expiration, or withdrawal or upon the Cardholder ceasing to be the Bank’s Customer.
- 2.6 The Cardholder shall observe all security measures prescribed by the Bank relating to his Card, access number or PIN or the Services provided and at no time and under no circumstances shall the Cardholder reveal his PIN to anyone including the Bank’s staff. If the PIN is exposed or suspected to be exposed to another person, the Cardholder shall immediately inform the Bank and shall not use his Card until the Bank issues a replacement Card and new PIN to him.

- 2.7 The Cardholder consents and agrees that the PIN shall serve as a means of authenticating and verifying the Cardholder's identity to Maybank for the purposes of card transactions contemplated under these Terms and Conditions. In this regard, the Cardholder authorises Maybank to accept, follow and act upon all instructions of the Cardholder when identified by the Cardholder's PIN (including applications to open accounts and for additional products and services to be made available to the Cardholder) and Maybank shall not be liable for accepting, following and acting upon such instructions in good faith. The Cardholder's instructions shall be deemed irrevocable and binding on the Cardholder upon Maybank's receipt of the same notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions. Maybank is entitled to rely on the PIN as conclusive evidence of the Cardholder's identity. However, in the event the Bank has doubts or is uncertain as to the Cardholder's identity, Maybank may still request for such other form or means of identification as it may deem fit at any time and from time to time.
- 2.8 The Cardholder shall not use the Card for withdrawal of cash, payment or fund transfer unless there are sufficient funds in his/her Account. Withdrawals through ATM or SRM are subject to a maximum limit of RM10,000-00 in accumulated total per month and a maximum limit of RM1,500-00 per withdrawal transaction.
- 2.9 The Maybank MAE Visa Debit Card daily accumulated purchase limit is defaulted at RM3,000.00. The Maybank MAE Visa Debit Card daily purchase limit can be changed at anytime by the Cardholder via the Bank's Mobile Banking Application or any other means made available by the Bank subject to a maximum accumulated limit of RM10,000.00 per monthly.
- 2.10 Visa PayWave contactless function is usable at participating Merchants with "wave" acceptance for up to a maximum RM250 per transaction and no PIN is required. However, for transaction RM250 and above, PIN is required. The Cardholder can turn off the contactless function or set a lower cumulative transaction limit for contactless transactions by contacting Maybank Group call centre or any of the Bank's branches.
- 2.11 Withdrawal transactions are subject to a maximum limit of S\$1,000-00, B\$1,000-00, and Peso10,000-00 and IDR 2,500,000-00 in accumulated total per day at Maybank's ATM or SRM located in Singapore, Brunei, Philippines and Indonesia respectively. However, for Minor Accounts, withdrawals are limited to a maximum of S\$500-00, B\$500-00, Peso5,000-00 and IDR 1,500,000-00 in accumulated total per day at Maybank's ATM located in Singapore, Brunei, Philippines and Indonesia respectively.
- 2.12 Cardholder can change the defaulted cash withdrawal limit and 3rd party transfer limit of RM1,000-00 per Card per day at the ATM to a limit offered as an option by the Bank, subject to a maximum of RM10,000-00. However, the lower limit as prescribed under Clause 2.8 and 2.11 or the limit selected by the Cardholder will prevail.
- 2.13 The Bank reserves the right to amend or vary the limits on withdrawals, payments or transfers at any time and a twenty-one (21) days prior written notice of such amendment or variation will be communicated to Cardholders in as the manner determined by the Bank at the Bank's reasonable discretion.
- 2.14 Except for situations where the Bank had been informed by the Cardholder that the Card is lost or stolen, the Cardholder shall be fully responsible for all Transactions made using the

Card and shall accept the Bank's record of the Transactions as binding and conclusive for all purposes

- 2.15 In the event that the Cardholder is below the age of eighteen (18) years ("Minor"), you must obtain the consent of your parent and/or legal guardian to apply for a MAE Visa Debit Card. The use by the Minor of the MAE Visa Debit Card is an acknowledgement to us that the Minor have obtained the prior consent of the Minor's parent or legal guardian. These Terms and Conditions will be applicable and bind the parent or legal guardian.

3. FEE AND CHARGES

- 3.1 The Bank may charge a service fee of RM8.00 for the issuance of a Maybank MAE Visa Debit Card or a service fee of RM12.00 for the replacement of any Card which is lost, stolen, damaged or if the PIN is exposed or forgotten. The use of the replacement Card is subject to the Terms and Conditions of replacement in force at the date of replacement. The service fee may be varied from time to time at the discretion of the Bank.
- 3.2 The Bank may charge an annual fee of RM8.00 for Maybank MAE Visa Debit Card application. Subsequently, the same annual fee of RM8.00 will be charged to customer's MAE account during the subsequent Card's anniversary. This fee allows Maybank MAE Visa Debit Card Cardholder to perform, amongst others, unlimited cash withdrawal transactions at any Maybank ATMs or SRMs. Such annual fee shall become due for payment on its anniversary date and the Bank shall debit the Cardholder's MAE account for the sum accordingly.
- 3.3 The Bank will not impose any service charge for withdrawal transaction at Maybank's Regional Group ATM in Brunei, Vietnam, Cambodia, London & PNG., RM1.00 at MEPS network and RM12.00 at Plus. The charges may be varied from time to time at the absolute discretion of the Bank.

4. MANNER OF USE

- 4.1 The balance in the Cardholder's Account which is reported by the SSTs, POS Terminals, Phone Banking, Maybank2U or any other means shall not include any Cardholder's deposit which has not been verified by the Bank. The unverified deposit shall not be taken into account for cheque(s) issued by Cardholder and payment or fund transfers services offered by the Bank.
- 4.2 The balance in the Cardholder's Account reported by the SSTs, POS Terminals, Maybank2u.com and Phone Banking shall not be taken as conclusive statement of the Cardholder's Account with the Bank.
- 4.3 If the Cardholder's Account is overdrawn, the Cardholder shall, on demand by the Bank, make good the amount overdrawn plus any charges thereon.
- 4.4 The Bank shall not be held liable in the absence of willful misconduct or gross negligence on the part of the Bank, its' services or agents, for any loss or damage suffered by the Cardholder arising out of the Services offered at the SSTs and POS Terminal being unavailable, damaged or destroyed.
- 4.5 The Bank shall not be held liable for any loss or damage if a wrong Account number is keyed in by the Cardholder in the course of utilizing the Services offered at the SSTs and POS Terminal.

- 4.6 The Customer must notify the Bank of any changes in his personal particulars, including but not limited to contact number and address that may occur from time to time.
- 4.7 All inter country Transactions via ATMs and Maybank MAE Visa Debit Card Transaction shall be subject to the laws existing in the country where the Transaction originates. For all such Transactions, the exchange rate, where applicable, shall be the prevailing spot exchange rates on the date of transaction.
- 4.8 Transactions via Debit shall be deemed to be cash withdrawal transactions and the Cardholder hereby authorized the Bank to debit his Account for the total amount of the bills incurred by the use of the Card.
- 4.9 The Cardholder shall notify the Bank in advance of his intentions to use the Card for overseas transactions by either contacting the Bank or by activating it through the Bank's Mobile Application, Maybank Group Contact Centre or any other means deem fit by the Bank in the future.
- 4.10 The Cardholder may use the Card to perform Visa transaction outside Malaysia where there are Authorized Merchants and/or Authorized Cash Outlets.
- 4.11 The Cardholder may use the Card for cash withdrawal through designated ATMs installed in such approved countries as shall be determined by Maybank and/or any Merchant Affiliate of Visa.
- 4.12 Where the Cardholder uses the Card outside of Malaysia, the transactions shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such exchange rate and at such time as may be determined by Visa International at its discretion.
- 4.13 The Bank shall be entitled to treat the Bank's record of any transaction effected by the use of the Card including the transactions effected via internet, mail order, telephone or at specific Point of Sale Terminal (including transactions at the petrol kiosk) or at such other places or in manner that may be introduced or implemented from time to time as evidence of transaction properly effected by the Cardholder to be debited from the Account of the Cardholder.
- 4.13 The Cardholder agrees that the record of Maybank of any transaction effected by the use of Card shall be conclusive and binding on the Cardholder.
- 4.14 The Cardholder shall be liable for all charges and advances arising from transactions effected with Card.
- 4.15 The Bank shall not be held liable for any act or omission by any MyDebit outlets howsoever caused including any refusal to accept the Card, or any statement or communication made in connection therewith, or any defect or deficiency in goods or services. The Cardholder must liaise directly with the MyDebit outlet on any claim or dispute and will not dispute any payment made by the Bank from the Cardholder's Account on such claims or dispute.

5. TERMINATION/WITHDRAWAL/SUSPENSION

- 5.1 The Bank reserves the right to cancel or terminate the Card and/or Services with twenty-one (21) days' notice to the Cardholder if the Card had not been used for two (2) years or more.

- 5.2 In some circumstances, card scheme rules may allow the Cardholder to charge Maybank MAE Visa Debit Card transaction back to the Merchant with whom the transaction was made subject to the complaint or dispute was made to the Bank by the Cardholder in writing within twenty (20) days from the posting date of such transaction in the customer's Account statement and the Cardholder has provided the necessary information requested by the Bank to support the chargeback within the timeframe.
- 5.3 The Bank shall be entitled to immediately terminate the Card if the Cardholders is discovered or is suspected to have used the Card for any unlawful or illegal activity.

6. LIABILITY OF CARDHOLDER

- 6.1 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, the Cardholder expressly agrees that the use of the Card is at his own risk and shall assume all risk incidental to or arising out of the use of the Card.
- 6.2 The terms and conditions governing the MAE account of the Customer with the Bank or any services provided by the Bank shall be read together with these Terms and Conditions.
- 6.3 The Terms and Conditions are not exhaustive and the Bank reserves the right to add, delete, vary or amend these Terms and Conditions at any time and from time to time by giving twenty-one (21) days prior notice. The Cardholder agrees that by continuing the use of the Card or Services, the Customer accepts any such additions, deletions, variations or amendments to the Terms and Conditions. If the Customer disagrees with the changes, the Customer should cease using and immediately cancel the Card.
- 6.4 All notices to the Cardholder sent by ordinary post to or left at the address of the Cardholder provided to the Bank or at the Cardholder's last known address shall be deemed to have been delivered in the ordinary course of post or on the day it was so left.
- 6.5 "Pre-authorisation debit " for petrol transactions is a procedure where the systems will automatically pre-book an amount between Ringgit Malaysia One Hundred (RM 100) to Ringgit Malaysia Two Hundred (RM 200) depending on the sum imposed by the petrol companies. The balance of the pre-booked amount will automatically be released between two (2) to five (5) days once the acquiring bank claims for the actual purchase value to the bank.
- 6.6 For transactions at hotels, a pre-authorization amount will be held either during booking or during check- in by the hotel concerned for a maximum of 15 days.
- 6.7 For retail transactions disputed by the Cardholder where the Cardholder's Account had been debited although the transaction was unsuccessful, sixteen (16) days grace period is required for reversal.
- 6.6 The Cardholder hereby authorises Maybank to disclose to any merchant, its officers, employees or agents any information concerning the Cardholder and his/her Account and the Cardholder's other accounts with Maybank in such manner and to such extent as Maybank shall consider necessary for the purpose of facilitating the use of the Card (e.g. Autopay facilities), the processing of any transaction effected or to be effected using the Card or for the

purpose of recovering any monies due and payable from the Cardholder to Maybank under these Terms and Conditions.

- 6.7 Subject to Maybank Group's Privacy Notice, the Cardholder hereby authorises Maybank to disclose any information concerning the Cardholder to any of Maybank's existing or future business partners, its officers, employees or agents for the purpose of providing information about products, services, campaigns, privileges or benefits to the Cardholders.
- 6.8 Maybank may also use any information concerning the Cardholder to develop mailing lists which may be used by any of Maybank's existing or future business partners to offer products, services, campaigns, privileges or benefits to the Cardholder or for marketing activities which the Cardholder may receive through the mail. If at any time the Cardholder wishes to have his/her name and address removed from such mailing list, the Cardholder can write to Maybank at Maybankard Centre, 7th Floor, Menara Maybank, 100 Jln Tun Perak, 50050 Kuala Lumpur.
- 6.9 Liability for unauthorised transaction.
- a. The Cardmember shall take all reasonable precautions to prevent unauthorised use, loss or theft of the Card. In the event of any loss or theft of the Card, the Cardmember shall notify the Bank, or any member of VISA by telephone, email or fax immediately upon the discovery of such loss or theft and confirm the same in writing to the Bank. The Cardholder shall be responsible for any transaction or use of the Card prior to the receipt of the notification by the Bank.
- b. The Cardholders will be liable for card-present unauthorised transactions which require PIN/Signature verification or Visa Paywave if you have:
- i. acted fraudulently;
 - ii. delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Card;
 - iii. voluntarily disclosed the PIN to another person or allowed another person to use the Card;
 - iv. recorded your PIN on the Card or kept it in close proximity with the Card;
 - v. left the Card or the item containing the Card unattended in places visible and accessible to others.

A police report shall be made by the Cardmember for the lost or stolen Card and a certified true copy of the same shall be extended to the Bank immediately.

- 6.10 Card and PIN Security
- a. For the purposes of the Bank maintaining and facilitating the Card Account, the Cardmember shall ensure that all information provided by the Cardmember to the Bank (including on behalf of the Supplementary Cardmember, if applicable) is accurate and up-to-date.
- b. The Cardmember shall update his or her information particulars at the Bank's request for the Bank's record, verification and security purposes from time to time.

c. In the event the Card or Card details and/or the PIN has been shared with a third party with the consent of the Cardmember, the Cardmember shall be held liable for any use of the Card by that third party, notwithstanding whether the Cardmember has not authorized the transaction.

b. The Cardmember shall ensure that the PIN is strictly kept confidential and secured at all times by the Cardmember. The Cardmember further undertakes not to disclose the PIN to any third party under any circumstances or for any reasons whatsoever. The Cardmember shall:

- i. destroy any PIN notification advice of the PIN;
- ii. ensure that the PIN is kept in a secured location even at the Cardmember's place of residence;
- iii. not keep any written record of a PIN on, with or near the Card;
- iv. not display or to allow another person to see the PIN during any PIN entry;
- v. not select a PIN that can be easily guessed or use the PIN negligently or recklessly which will contribute to or cause losses from any unauthorized transactions by any third party;
- vi. avoid using the date of birth, identity card number or mobile number as the PIN;
- vii. notify the Bank immediately upon becoming aware of the PIN being used or known to someone else or may have been compromised in whatsoever manner;
- viii. use the Card responsibly;
- ix. check the account statement and report any discrepancy without undue delay; and
- x. notify the Bank immediately upon receiving short message service (SMS) transaction alert if a transaction was unauthorised.

7. ENQUIRIES / COMPLAINTS / COMMUNICATION

Any complaint in relation to MAE Visa Debit Card shall be directed to the Maybank Group Customer Care:

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

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