

TERMS AND CONDITIONS OF MAYBANK QRPAY SOUNDBOX - Integration & Usage

1.0 INTRODUCTION

These Terms and Conditions (“T&C”) govern the use of the Maybank QRPay Soundbox (“Device”) made available by Malayan Banking Berhad (196001000142) (“Maybank”) to its merchants (“the Merchant”).

Maybank has appointed its authorised vendor(s) (“Vendor”) to manage the delivery, deployment, maintenance and provide technical support of the Device to the Merchants. Maybank does not sell, deliver and provide technical support of the Device the Merchant.

By purchasing, installing, or using the Device, the Merchant is deemed to have read, understood, and agreed to be bound by the terms stated herein.

2.0 THIRD-PARTY INTEGRATION

- 2.1 The Device is integrated with third-party services provided by the Vendor. These integrations are critical to the Device’s functionality by enabling real-time transaction updates and instant audio notifications to ensure merchants receive immediate alerts upon payment.
- 2.2 Integration is conducted through Point of Sale (POS) API integration and may involve the exchange of relevant transaction or operational data necessary for service performance. By using the service, the Merchant acknowledges and agrees to such data exchange as a condition for service delivery.

3.0 DEEMED CONSENT AND AUTHORIZATION

- 3.1 By purchasing or activating the Device, the Merchant expressly authorizes and consents to the integration and operation of the Vendor’s systems as outlined above.
- 3.2 No physical or manual signature is required. Purchase or usage of the Device constitutes full acceptance of the terms in this T&C and authorization for such integrations.
- 3.3 The Merchant may activate the Device through either of the following methods:
 - a. By contacting the designated Vendor for activation assistance; or
 - b. By performing self-activation of the Device through the designated third-party or vendor portal, subject to the provision of the required information, including but not limited to the Device serial number and Merchant ID (MID), as specified in the portal during the activation process.

4.0 MAINTENANCE FEE & WARRANTY

- 4.1 The Device is subject to an annual maintenance fee, which includes technical support, system updates, and service continuity. In addition to the annual maintenance fee, continued use of the Device and services shall be deemed acceptance of any other fee that may arise from the maintenance of the Device, which shall be determined by the Vendor and shall be borne by the Merchant.
- 4.2 The warranty for the Device is provided by the Vendor and is valid for one (1) year from the date of purchase (“Warranty Period”).
- 4.3 The warranty specifically applies to the system and/or internal components of the Device. The warranty does not include, and is not limited to the following
 - Moisture or liquid penetration.
 - Wear and tear, including damages arising from falls, misuse of the Device, etc.
 - Unauthorized intervention, such as repairs or modifications performed by unauthorized parties.

5.0 DATA PROTECTION AND SECURITY

- 5.1 Maybank and the Vendor shall adhere to all applicable data protection laws and implement appropriate security measures to safeguard the Merchant and customers' data.
- 5.2 By using the Device, the Merchant agrees to the processing of such data as necessary for service delivery.

6.0 LIMITATION OF LIABILITY

- 6.1 Maybank shall not be held liable for any direct, indirect, or incidental damages arising from the use of the Device, including but not limited to service interruption, data loss, or third-party system failure.
- 6.2 The Merchant shall indemnify and hold Maybank harmless from and against all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs arising from or related to the use, misuse, or malfunction of the Device.

7.0 AMENDMENTS

- 7.1 Maybank reserves the right to modify, update, or revise these Terms and Conditions at any time upon giving 21 days' prior notice. Any changes will be communicated to the Merchant via email or official communication channels. Continued use of the Device after such updates constitutes acceptance of the revised T&C.

8.0 TERMINATION

- 8.1 Maybank reserves the right to suspend or terminate the use of the Device if the Merchant fails to comply with these Terms, including the non-payment of fees.
- 8.2 Upon termination, the Merchant shall not transfer, sell or lease the Device to any third-party.

9.0 ACKNOWLEDGEMENT

- 9.1 By purchasing or using the Device, the Merchant confirms that they have read, understood, and agreed to the above Terms and Conditions.
- 9.2 This T&C is to be read together with "TERMS AND CONDITIONS OF MAYBANK QRPAYBIZ MOBILE APPLICATION – FOR MERCHANTS" and both terms and conditions shall be binding on the Merchants for the use of the service of Maybank QRPayBiz.