

SAMA-SAMA LOKAL

Maybank Sama-Sama Lokal Platform
Terms & Conditions for Merchants

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. General Terms & Conditions

- 1.1 By agreeing to be listed on the Sama-Sama Lokal in MAE by Maybank2u app ("the Platform"), you as a Merchant have agreed to be bound to these terms.
- 1.2 Upon participating as a Merchant, all payment settlement will be done via batch crediting, on a daily basis, one day after the transaction date (T+1).
- 1.3 Merchants using MAE as transaction account for Scan & Pay (formerly known as Maybank QRPAY) & Sama-Sama Lokal will be limited up to the maximum wallet size and transaction amount limit of MAE, and must ensure their MAE account is able to receive payment settlements. Maybank will not be responsible for any payment settlement failures caused by MAE's wallet size and transaction amount limits.
- 1.4 Merchants onboarded on the Sama-Sama Lokal's platform must be selling legal, genuine and authentic items only. Counterfeit items are strictly prohibited as per **Appendix I**.
- 1.5 To be categorised as Halal Merchants, Merchants selling halal foods or items are required to submit Halal Certificate for platform's review. Upon approval, Merchants will appear in MAE by Maybank2u app under Halal category icon/tiles.
- 1.6 If a Merchant wishes to exit the Platform, you will need to contact the relevant Merchant Support number provided on the Platform.
- 1.7 Maybank reserves the right to verify and/or require proofs from Merchants on the transactions made on the Platform to verify that they are genuine and valid transactions and this include requiring copies of documents related to the transactions or the right to contact your customers to confirm if indeed the purchases are made using the Platform.
- 1.8 Maybank may, at Maybank determination and discretion, disqualify, reject, terminate, remove or suspend any Merchant who does not comply with the terms and conditions and/or are found or suspected to be abusing or tampering with Sama-Sama Lokal, DuitNow QR or Maybank QRPAY Biz Services, their processes, operations or campaigns including but not limited to fraudulent activities, scams or schemes such as act of deceit, deception, cheating, manipulation, gamification or accepting orders not made through the Platform ("Inequitable Conduct"). The Bank shall be entitled at any time to cancel and withhold any payment or incentives payable to the Merchant and Merchant shall upon demand reimburse or compensate the Bank for any payment, incentive, costs or damages arising from the Merchant's Inequitable Conduct.
- 1.9 Maybank reserves the right to remove the Merchant from the Platform with immediate notice under any circumstances or for any reason. Maybank also has the right to toggle off, reject or deactivate the Sama-Sama Lokal merchant store if Maybank is unable to contact the merchant to ascertain the merchant's store active status.
- 1.10 The Merchant agrees to indemnify Maybank, its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which Maybank may suffer or incur as a result, directly or indirectly, as a result of the permitting the merchant to be listed on the Platform. The Bank shall not be liable for any claim, loss, damages, charge, costs or expenses suffered or incurred by you due to

your participation on this Platform or due to any matters related to or arising from these Terms and Conditions.

- 1.11 The Merchants agree and acknowledge that the Bank is entitled to impose service charges or transaction fees on Sama-Sama Lokal transactions. The service charges or transaction fees will be based upon the total value of the purchases made on the platform, and the amount will be deducted directly from the settlement amount to the Merchants, subject to waivers or fee holidays premised on applicable marketing campaigns (if any).
- 1.12 The Bank shall be entitled to prescribe the rate or amount of the service charges or transaction fees and/or revise them from time to time upon giving twenty one (21) days prior written notice to the Merchants in a manner determined by the Bank.
- 1.13 All transaction fee on Sama-Sama Lokal transactions will be waived until further notice.
- 1.14 Merchant is not allowed to place any order from their own store, either by themselves or through a third-party, or use any promo code. Orders made in this manner are not eligible for participation in any Campaign. If the order is processed, Maybank reserves the right to immediately take the appropriate action(s) against the Merchant or the Eligible Customer to recover the discounted amount including the right to set off the amount from your account with prior notice via your email registered with Maybank.

2. Fulfilment of Orders

- 2.1 Merchants will receive App Push Order Notification via Maybank QRPayBiz upon successful order payment done by customer. All incoming order(s) can be configured to Auto-Accept OR Manual-Accept depending on the delivery type setup by the merchant.
- 2.2 Merchant is able to view all successful orders via QRPayBiz App under [Side Menu] > Orders page with 3 different order status (eg: New, Ongoing, History) and order details such as transaction date and time, order number, customer's purchased item(s), delivery method (On-Demand Delivery - 3rd Party Delivery / Self Delivery, EMAIL or Customer Self Pick-up), customer's delivery address, name, contact number and transaction breakdown.
- 2.3 Order placed on Sama-Sama Lokal platform should be same day delivery or else Merchant is required to state the delivery lead time under "Business Description" to display in store or for any Pre-Ordered Products must state the date when the product will be ready for delivery to manage customer expectations.
- 2.4 In any case where there is an order cancellation and rider reassignment request or Merchant unable to fulfill the order for any out of stock items, Merchant is responsible to contact customer to replace an item with same value as long as customer consents to the replacement or contact Sama-Sama Lokal Merchant Support hotline at 03-7847 8855 (Operating Hour: Mon-Sun from 9am until 8pm) or via email at samasamalokal.support@maybank.com to cancel order and Maybank will proceed refund to customer within 7 working days.

3. Delivery & Fulfilment

- 3.1 Merchant has the option to setup delivery method (On-Demand Delivery - 3rd Party Delivery / Self Delivery, EMAIL or Customer Self Pick-up) in QRPayBiz App to fulfil order.
- 3.2 Maybank is not responsible for any errors in orders or late deliveries. Maybank is merely facilitating a directory on the Platform to build awareness for the community.
- 3.3 Merchant are to ensure that every detail registered in QRBiz app are accurate & updated especially the merchant address, operating hours , product description & availability of the product.
- 3.4 On-Demand Delivery (3rd Party Delivery):
 - 3.4.1 The assignment of delivery service providers will be automatically assigned by system via Delyva, an aggregated delivery partner platform.
 - 3.4.2 For areas that are not covered by Delyva for system to AUTO assign a rider, merchants are required to use other delivery methods or to have the customer perform a self-pickup.
- 3.5 On-Demand Delivery (Self Delivery):
 - 3.5.1 The Merchant is free to use their own preferred delivery partner by setting up delivery fee in QRPayBiz App, and Maybank does not have any control over the delivery partner selected by the Merchant.
 - 3.5.2 Merchant is responsible to check and confirm the incoming order label before process the order. If the order label marked as "Self Delivery", merchant is required to manage own delivery and update customer on the order status since the delivery is not trackable in MAE by Maybank2u app.
- 3.6 Email:
 - 3.6.1 This approach is ideal for companies offering non-physical goods or services, including but not limited to Vouchers, Tickets, Entry Passes, and Subscription Plans.
 - 3.6.2 Upon purchase of the product or service, the Merchant will send an Email to their customers as a confirmation of the transaction or to facilitate the redemption process.
- 3.7 Self-Pickup:

The Merchant expect customer to pick up order from their business location. Merchant is required to contact customer to check on pickup time.

4. Merchant Obligations & Responsibility

- 4.1 In absence of rider or order has been cancelled after food has been prepared on item collection at merchant's outlet, merchant should contact our Sama-Sama Lokal merchant support team at 03-7847 8855 for re-assignment. We will not refund & compensate for any charges if merchant sent the item via self-delivery.
- 4.2 Maybank have the right to debit or set off merchant account if the order not fulfilled, missing items, stale & no longer fresh, wrong product description and other disputes which merchant is deemed to be responsible upon investigation.

- 4.3 Merchant should be fully responsible on food condition which delivered to customer, ensure adequate packing is done either by using tape or other viable method to seal the packages prepared for delivery to avoid any defective order or damages to the goods.
- 4.4 Merchant are responsible to provide correct items to correct rider. Merchant should confirm with the rider on customer name & items ordered before passing the order to rider. Merchant will solely responsible on any error occurred.
- 4.5 In the event merchant unable to perform delivery due to merchant's fault whereby rider have been assigned to order, Maybank have the rights to penalize merchant for any additional cost incurred by Maybank to delivery service providers.
- 4.6 Merchant are responsible to ensure their Sama-Sama Lokal store info and menu info are always up-to-date to avoid any misleading information to the customer. Maybank reserves the right to improve the contents in the merchant's store without merchant consent to ensure quality content to be shared with Maybank customers.
- 4.7 Merchants shall furnish to Maybank the information required by Lembaga Hasil Dalam Negeri (LHDN) for the purpose of e-invoicing including the Merchants Tax Income Number (TIN) within fourteen (14) days from the date of request from Maybank and the Merchants' failure to do so shall entitle Maybank at Maybank's discretion:
 - 4.7.1 to set the Order Max Limit to zero which will result in no transaction allowed on the Platform; or
 - 4.7.2 to terminate, remove or suspend the Merchants from the Platform;

The Merchants' participation on the Platform will be regularized once the Merchants furnishes the information required.

5 Personal Data

- 5.1 By enrolling and participating on the Platform, the Merchant 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 Statement"). The merchants may contact Maybank to seek clarification should any of the Terms and Conditions is not fully understood.

In addition, and without prejudice to the terms in the Maybank's Privacy Statement, the Merchant agree and consent to his/ her personal data or information being collected, processed and used by Maybank for:

- a. the purposes of the Platform; 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, online, digital media and on the Internet.
- 5.2 This Agreement and all matters pertaining to this Agreement including but not limited to, all information relating to the Sama-Sama Lokal's customers shall be considered as confidential in nature and shall not be disclosed by the Merchant to any third party unless the said disclosure is mandatory by law. This information includes but not limited names and contact details of the customers who places an order or purchase goods or services from the Merchants. You shall not copy, reproduce or store in any form the information of the customers for any purpose other than related to Sama-Sama Lokal. For the avoidance of doubt, the obligations under this clause shall survive the termination or expiration of this Agreement. The Merchants additionally agree to be bound by the Personal Data Protection Act 2010 and its rules and regulations.

Appendix I

Business Categories Accepted on Sama-Sama Lokal

Category	Business Sub-Categories (Product/Service) Categories
Cuti-Cuti Malaysia	Hotel, Travel Agency/Tour Packages, Leisure Activities, Homestay/Staycation, Transportation/Car Rental, Pocket Wi-Fi/SIM Card
Hawkers	Halal, Non-Halal, Chinese, Malay, Indian, Western, Thai, Korean, Japanese, Indonesian, Italian, Taiwanese, Vietnamese, Vegetarian, Beverages, Snacks, Desserts, Burgers, Mamak
Beverages, Snacks & Desserts	Coffee & Tea, Chocolate, Juice & Smoothies, Beverages, Bakery, Bubble Tea, Ice Cream, Cakes, Cookies, Desserts
Restaurants & Cafes	Halal, Non-Halal, Chinese, Malay, Indian, Western, Thai, Korean, Japanese, Indonesian, Italian, Taiwanese, Vietnamese, Vegetarian, Beverages, Fast Food, Dim Sum, Hot Pot, Seafood
Markets & Sundries	Halal, Non-Halal, Bakery & Confectionery, Eggs, Fish & Seafood, Fresh Meat & Poultry, Fresh Vegetables, Chilled & Frozen Food, Frozen Meat, Dry Food, Frozen Pastry, Beverages, Alcoholic Beverages, Noodles, Cooking Supplements, Dairy, Juices, Tea & Coffee, Carbonated Drinks
Fruits	Fresh Fruits, Fruit Snacks, Fruit Baskets
Health & Beauty	Face Care, Feminine Care, Body Care, Hair Care, Oral Care, Skin Care, Health Food & Supplements, Male Grooming, Cosmetics & Fragrances, Beauty Tools & Accessories
Men's Fashion & Accessories	Clothing, Shoes, Bags & Wallets, Watches & Eyewear, Accessories & Jewelry, Muslim Wear
Women's Fashion & Accessories	Clothing, Shoes, Bags & Wallets, Watches & Eyewear, Accessories & Jewelry, Muslim Wear
Baby, Kids, & Toys	Baby Food, Baby Toiletries, Diapers & Wipes, Milk Powder, Kid's Toys, Girl's Fashion, Boy's Fashion
Groceries & Pets	Baking, Biscuits & Cakes, Canned Food, Cereals, Confectionery, Dry Condiments, Jams & Spreads, Organic, Pasta & Instant Noodles, Rice, Sauces & Dressings, Snacks, Cutlery, Laundry & Household Supplies, Pet Food, Pet Accessories
Sports Apparel & Equipment	Fitness Equipment, Camping & Hiking, Fishing, Bicycles, Water Sports, Indoor Sports, Outdoor & Adventure, Footwear, Clothing
Hobby & Leisure	Travel & Luggage, Books & Stationeries, Hobbies & Gifts, Collectibles, Music Instruments, Party Accessories
Florists	Loose Flowers, Bouquet, Box, Hampers, Basket, Gift Set & Bundles, Fresh Flowers, Preserved Flowers
Home Appliances	Kitchen Appliances, Sewing Machines, Vacuum, Cooling & Heating, Security & Surveillance, Home Entertainment, Washers & Dryers, Irons & Garment Steamers
Mobile, IT, & Camera	Gadgets, Gaming & Consoles, Computers & Accessories, Cameras & Drones, Audio Accessories, Smart Devices, Printers, IT Parts
Automotive & Motorcycles	Car Oils & Fluids, Car Accessories & Care, Car Parts, Wheel & Tires, Tools & Equipment, Merchandise, Oils & Fluids, Motor Accessories & Care
Household	Garden, Kitchen, Plumbing & Piping, Tiles, Toilets, Paint, Tools & Equipment, Lighting, Hardware Accessories & Tools, Bedroom, Living, Decorations & Accessories

Prohibited Items on Sama-Sama Lokal

-Updated as of 1 August 2022-

Category	Prohibited Products
Tobacco and nicotine products	<ul style="list-style-type: none"> - Cigarettes including kretek and cigars - E-cigarettes (including nicotine liquids, non-SIRIM certified- kits, atomisers, tanks, mods and other accessories) - Tobacco or herb grinder
Pharmaceutical products	<ul style="list-style-type: none"> - Pharmaceutical products containing substances banned by the Ministry of Health (including slimming pills, sensual pills) - Unregistered pharmaceutical products (where such products require registration)
Medical devices	<ul style="list-style-type: none"> - Unregistered medical devices - HIV test kits, Virus test kits
Toys	<ul style="list-style-type: none"> - Toys without Malaysian Conformity (MC) mark - Realistic replicas of guns and accessories
Weapons	<ul style="list-style-type: none"> - Guns and accessories - Paintball guns - Airsoft guns - Blaster guns and slingshots - Knives longer than 7.6 cm (3 inches) - Swords - Pepper spray - Self-defense weapons
Coin and currency	Includes bitcoin and e-currency
Alcoholic drinks	Wine, beer, champagne and other spirits
Food	<ul style="list-style-type: none"> - Foods claiming medical or health benefits not allowed by the Ministry of Health - Non-pasteurized dairy products, fresh goods, wild mushrooms
Products infringing a third party's Intellectual Property Rights (IPR)	Replicas, counterfeits or pirated versions of an original product
Adult products	- Adult toys or lingerie which depict genitalia, use explicit language/content in product listing
Telecommunications equipment	Non-standard or non-certified telecommunications equipment, which DO NOT comply with Malaysian Communications and Multimedia Commission (MCMC)
Electric and electronics equipment	Non-standard or non-certified telecommunications equipment, which DO NOT comply with Malaysian Communications and Multimedia Commission (MCMC)
Halal products	Non-halal products or services which use the "halal" sign unlawfully
Financial products	<ul style="list-style-type: none"> - Products and services requiring licence from Bank Negara such as insurance, unit trust, stockbroking, FOREX trading and loans - Store valued cards, digital currency or credit cards - Lottery tickets
Other items prohibited by law	<ul style="list-style-type: none"> - Uniforms of police and armed forces - Items that promote violence, racism, hatred or offends religious beliefs - Unlawful multi-level marketing (MLM) schemes or pyramid schemes - Sales of low value mystery gift with high price - Stolen goods
Animal & Wildlife products	Wildlife animals or items made using wildlife animals
Used & rejected items	Used cosmetics, recalled items
Explosive items	Fireworks, firecrackers (including Pop)