Maybank2u Sama-Sama Lokal Platform Terms & Conditions

Maybank2u Sama-Sama Lokal ("Sama-Sama Lokal") is a platform organized by Malayan Banking Berhad (196001000142) ("Maybank") to connect consumers with vendors during the period of the Movement Control Order. Sama-Sama Lokal are divided into sub-categories namely Support Lokal Hawkers, Support Lokal Grocers and e-Ramadan Bazaar. By using Sama-Sama Lokal, you agree to be bound by these terms & conditions and Maybank2u Marketplace's Term of Use (collectively "Terms and Conditions").

1. Eligibility

1.1. Sama-Sama Lokal is open to individuals who are eighteen (18) years of age whether or not they are existing customers of Maybank. Users who are also Maybank's customers may use their M2U registered accounts or Maybank Anytime Everywhere (MAE) Scan & Pay function to make payment.

1.2. For individuals below the age of eighteen (18) years, their participation will bedeemed as consented to by their parents or legal guardian and these Terms and Conditions will bind their parents or legal guardian.

2. Definitions

2.1. "Delivery Service Provider" means independent third-party delivery services providers, which will deliver the Products to the Users.

2.2. "Vendor" means third party vendors who sell the Products on brick-and-mortar stores or through online stores under the sub-categories Support Lokal Hawkers, Support Lokal Grocers and e-Ramadan Bazaar.

2.3. "Products" means goods, products and/or services offered by the Vendor.

2.4. "Users" or "you" means the individuals who are eligible to use, and uses Sama-Sama Lokal.

3. Sama-Sama Lokal Mechanics

3.1. Sama-Sama Lokal will start on 9th April 2020 and will continue until such time Maybank notifies of its discontinuance before the official campaign end date. The discontinuance will be communicated through Maybank's website or through other reasonable means of communication.

3.2. You can view the list of Vendors and the Products that they are selling on Maybank's website or application. If you wish to make any orders, you are to place the orders directly with the Vendor by contacting them using the mobile, telephone number or contact details that they have provided.

3.3. The Products can either be self-collected or delivered to you by the Delivery Service Provider, which the method of delivery is available is decided by the Vendor. The method of receiving the Products from the Vendor shall be decided entirely by you.

3.4. The Product Delivery starts from 8am and end on 8pm on daily basis. The time to

place your last Product order depends on the individual's operating hours stated on the website. Please note that the last order accepted is 7pm. No Pre-order of Product is allowed on this platform.

Delivery of Product should fall on the same day that as Product order is placed with the Vendor.

3.5. Within a certain radius of the location of the Vendor, Maybank may bear the delivery charges of the Product (subject to availability). The actual coverage will be published on Maybank's website, communicated to the User during the online ordering process (where applicable) or communicated by the Vendor to the User during the ordering process. This is due to the variability in delivery charges attributable to the different Delivery Service Provider onboard.

3.6. For delivery distance above 5km between user and the vendor, there will be an additional fee of RM1 for each subsequent km. The additional delivery charges are chargeable by Delivery Service Provider and will be borne by the User . Maybank shall not be liable for the payment arrangement between Users and Delivery Service Provider.

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

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

4. User's Arrangement with the Vendor and Delivery Service Partner

4.1. Maybank does not own, sell, onsell or resell any Products and does not control the Vendor and the Delivery Service Providers or any services provided by them. Any Product order placed shall be subjected to the product availability and delivery location serviceability of the Vendors.

4.2. Any Product order placements shall be liaised directly with the Vendor. The Vendors will treat all orders placed with them as confirmed. If you want to cancel your order, you will have to liaise with the Vendor directly. In an event of successful cancellation before Delivery Service Partner is assigned, the cancellation fee for the food order (if any) lies between User and Vendor

4.3. For any enquiries, feedback or complaints (i.e. wrong food order, missing order) about the Vendor, you may contact the Vendor directly. Alternatively, you may contact Maybank's Customer Care hotline at 1 300 88 6688 or +603 7844 3696.

4.4. Even if your cancellation was successful, you may still have to bear the cost of delivery if the delivery request has been accepted by the Delivery Service Provider. You can access the Delivery Service Partner's cancellation policy here for further details. For any issues, disputes or complaints (i.e. delayed in delivery, wrong

delivery) between You and Delivery Service Providers, please contact 03-76886555 or contact the Delivery Service Partner by visiting the website here.

5. Payment terms for Vendors and Delivery Service Partners

5.1. Payment for the Products can be made through bank transfer or using Maybank Scan & Pay depending on Vendor's preference.

5.2. Should you choose to self-pickup, payment can be made on the spot at the Vendor's premises with cash terms, Maybank Scan & Pay or MAE from the Maybank2u App, bank transfers, or any other preferred payment methods.

5.3. Delivery Service Provider will be responsible to notify the additional delivery charges to be payable for the delivery of the product. Payment of additional delivery charges payable to Delivery Service Provider can be made through cash terms or cashless methods, depending on the arrangement between you and the Delivery Service Partner.

5.4. Any dispute on payment already made shall be settled between you and the Vendor or the Delivery Service Partner directly. Maybank shall not be liable on any monetary disputes between you and the Vendor or between you and the Delivery Service Partner.

6. General Terms & Conditions

6.1. Maybank's role in this Sama-Sama Lokal is only to connect Vendors and the Users and is purely administrative. Maybank is not an agent of the Vendor or the Delivery Service Provider and neither are they the agents of Maybank. Maybank is also not a party to any agreement or transaction between the Delivery Service Provider, Vendors and the Users.

6.2. Maybank gives no warranties or representations, express or implied on merchantability, quality or suitability or fitness for purpose of the Products and shall not be liable for any loss or damage suffered by the Users due to the Products.

6.3. Any dispute or queries on the Vendors, Products or Delivery Service Providers will have to be made directly to them although Maybank may step-in to facilitate the communication. Please refer to clause 4.3 and 4.4 in case you need to reach out to Vendor or Delivery Services Partners for any issues.

6.4. Maybank shall not be liable for any losses, damages or costs incurred or suffered by any Users as a result of the User using Sama-Sama Lokal.

6.5. Maybank reserves the right to amend, shorten, cancel, suspend or terminate Sama-Sama Lokal. Such notice may be published by Maybank on Maybank2u website (www.maybank2u.com.my) and/or through any other mode of communication as determined by Maybank.

6.6. Maybank reserved the rights in to remove any Vendors at any time.

6.7. For the avoidance of doubt, the amendment, shortening, cancellation, suspension or termination of Sama-Sama Lokal shall not entitle the Users or any other persons to make any claim against Maybank for any losses or damages suffered or incurred.

6.8. Maybank shall not be liable for any default of its obligations under Sama-Sama Lokal

due to any force majeure event which includes but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the reasonable control of Maybank.

6.9. By using Sama-Sama Lokal, you agree and consent for your personal data being collected, processed and used by Maybank in accordance with Maybank Privacy Notice, which may be viewed on www.maybank2u.com.my ("Maybank's Privacy Notice").

6.10. For information, enquiries, feedback and/or complaints, please contact Maybank's Customer Care hotline at 1 300 88 6688 or +603 7844 3696. Alternatively you can e-mail Maybank via the feedback form at Maybank2u website (www.maybank2u.com.my).

6.11. The terms and conditions stated herein shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.