

## **TERMS & CONDITIONS OF RM100 eMADANI IN MAE by Maybank2u**

RM100 eMADANI program is a Ringgit Malaysia One Hundred (RM100-00) incentive provided through e-wallets or banking apps by the Government of Malaysia to eligible participants under the “Madani Economy: Empowering the People”. Malayan Banking Berhad (Company No. 196001000142/3813-K) has been appointed by the Government of Malaysia (“Government”) as one of the providers for the distribution of the said initiative, through MAE by Maybank2u.

Please read this Terms and Conditions carefully as they apply and regulate the crediting of, and your use of the Ringgit Malaysia One Hundred (RM100-00) only eMADANI in your MAE by Maybank2u (“eMADANI”). **eMADANI will be in the form of a credit loaded into your MAE by Maybank2u.**

It is important that you read and understand the Terms and Conditions carefully as it highlights your eligibility and responsibilities of applying, receiving and utilizing the eMADANI. By agreeing, accessing or utilizing the eMADANI, you agree to be bound by these Terms and Conditions.

These Terms and Conditions shall be read in conjunction with the Terms and Conditions of Scan & Pay, Terms and Conditions of MAE by Maybank2u , Terms and Conditions of Access, Maybank2u Online Banking Services, Terms and Conditions Governing Banking Accounts (Conventional or Islamic, as the case may be) and any other applicable Banking Services terms and conditions of the Maybank Group without limitation or qualification.

From time to time, we may need to revise these Terms and Conditions, in which case we will, subject to giving twenty-one (21) days prior notice or such other time-period required by the Government or permitted by laws or regulations, communicate the revision via such modes including announcements on Maybank2u website and/or through MAE by Maybank2u. Your continued access or use of the eMADANI to any such revision will be deemed as acceptance of those changes.

If you choose **NOT** to accept these Terms and Conditions or any of its revisions, please do not proceed and immediately discontinue your access and/or use of eMADANI.

### **1. DEFINITION**

- 1.1 “Participant” or “you” means the individuals eligible to participate in the eMADANI program.
- 1.2 “Maybank”, “we” or “us” means Malayan Banking Berhad (Company No. 196001000142/3813-K).

## **2. ELIGIBILITY**

- 2.1. Citizens of Malaysia;
- 2.2. Attained the age of twenty-one (21) years as at calendar year 2023;
- 2.3. A recipient of Sumbangan Tunai Rahmah (STR) based on record as of 7 November 2023 OR earning an annual income of RM100,000 and below based on the Inland Revenue Board's (IRB) record as of 15 July 2023;
- 2.4. Not a successful recipient of eBeliaRahmah; and
- 2.5. Proof of identity using a valid Malaysian NRIC, based on the records of Jabatan Pendaftaran Negara.

## **3. RM100 eMADANI**

- 3.1. If the Participant has met the eligibility criteria and has been successfully verified under Maybank's and the Government's Know Your Customer (KYC)/electronic-KYC process, approval will be granted within five (5) days from verification.
- 3.2. The approved Participant will receive the eMADANI in his/her MAE by Maybank2u.
- 3.3. The eMADANI can only be claimed by the Participants once from 08.00am on 4 December 2023 to 11.59pm on 20 February 2024 at the latest.
- 3.4. Once claimed, the eMADANI must be utilised by 11.59pm on 29 February 2024 at the latest. Any remaining eMADANI will be automatically removed from the Participant's MAE by Maybank2u. The remaining unused credit will be returned to MoF.
- 3.5. The eMADANI shall strictly be utilised for offline spending only using the Scan & Pay function.
- 3.6. The eMADANI is strictly non-transferrable and non-refundable.
- 3.7. The Government reserves the right to vary and amend the terms and conditions of the eMADANI Program at any time without prior notice.
- 3.8. The eMADANI cannot be used to perform transactions such as peer-to-peer transfers, cash-outs or withdraws into cash directly from the Participant's eMADANI in the Participant's MAE by Maybank2u, transfer of the credit into the Participant's banking accounts or e-wallets, link or consolidate the credit with the Participant's banking accounts or e-wallets (unless allowed by Maybank), app-integrated payment of Government related fees/payments, app-integrated payment of telco postpaid bills and app-integrated prepaid service top-ups, app-integrated games purchases, parking and/or toll fees, investment-related activities facilitated on MAE by Maybank2u, e-commerce sites or applications, marketplaces or platforms or integrated online marketplaces ("Restricted Transaction").
- 3.9. The eMADANI shall not be utilised for any illegal activity.
- 3.10. The Government and/or Maybank reserves the right to take action in relation to actual or attempted misuse of eMADANI program and/or the eMADANI balance if such misuse or attempt to misuse is discovered. Such action shall include but not limited to withholding of the crediting of eMADANI to the

Participant for misusing or attempting to misuse the eMADANI for a Restricted Transaction or terminating or suspending the Participant's MAE by Maybank2u that is found to be using, attempting to use or facilitating the use of the eMADANI for a Restricted Transaction.

#### **4. PERSONAL DATA PROTECTION**

By applying for and participating in for the eMADANI program, the Maybank Group Data Privacy Statement available at [www.maybank2u.com](http://www.maybank2u.com) will apply. In addition, you agree and consent to us, our subsidiaries and any of our affiliated companies collecting, storing, using, processing and disclosing your Personal Data (which include, but is not limited to, your full name, age, date of birth, NRIC or such information that would establish your identity, address, mobile phone, number, email address, bank account details, bank statements and transaction information) to:

- 4.1. Process your account or your MAE by Maybank2u, request, and facilitate the general administration and management to give effect to the transactions related to eMADANI;
- 4.2. Provide and disclose your Personal Data to service providers (which may be located outside Malaysia), the Government (including but not limited to the Ministry of Finance (MOF) and its nominees and their respective affiliates and agencies), government departments and government agencies to validate and process the eligibility to your application for the eMADANI;
- 4.3. Validate the claim of the eMADANI with other participating e-wallets in the event of a dispute;
- 4.4. Process any complaints you may have against us for the eMADANI;
- 4.5. Deliver any notice of communications to you through third party service providers in connection to the eMADANI;
- 4.6. Collect aggregated data (including transaction information) on the products or services you have spent using your eMADANI or such transactions related to the eMADANI; and/or
- 4.7. Provide and disclose your Personal Data (which may include your transaction information) to the Government of Malaysia (including but not limited to the MOF and its nominees and their respective affiliates and agencies) to determine the success of the eMADANI.

Please note that you will not be able to participate in the eMADANI if you do not agree and consent to the collection, storage, usage, processing and disclosure of your Personal Data. We will store your Personal Data in accordance with the data processing principles (including the security principle) contained in the Personal Data Protection Act 2010. You have the right to access, view, update or correct your Personal Data upon request.

#### **5. USING SCAN & PAY SERVICES TO UTILISE eMADANI**

- 5.1. By using Scan & Pay to utilize eMADANI, you agree and undertake the use of Scan & Pay and MAE by Maybank2u in accordance with its Terms & Conditions and accepting the associated risk that come with using Scan & Pay and MAE by Maybank2u.



## **6. RECOVERY OF FUNDS**

- 6.1. You have rights in relation to the investigation and recovery of mistaken payments, erroneous payments and unauthorized or fraudulent Scan & Pay transaction made with your eMADANI.
- 6.2. In the event of a dispute and the subsequent issuance of a refund for any transaction(s) using eMADANI, the sum will be refunded in the form of eMADANI credit.
- 6.3. The refunded eMADANI must be utilized by 11.59pm on 27 March 2024 at the latest. Any remaining eMADANI will be automatically removed from the Participant's MAE by Maybank2u. The remaining unused credit will be returned to MoF.

## **7. GENERAL**

- 7.1. Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, the Participant expressly agrees that the use of the eMADANI in MAE by Maybank2u is at his/her own risk and he/ she shall assume all risk incidental to or arising out of the service.
- 7.2. Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank) shall not be liable to the Participants for any direct, indirect, special or consequential loss or damage (including but not limited to, loss of income, profits or goodwill) arising from or in connection with the eMADANI program and/or the eMadani unless caused by the any gross negligence or omission by Maybank.
- 7.3. Maybank shall not be liable for any default of its obligation under eMADANI program and/or the eMADANI due to any force majeure events which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events beyond the reasonable control of Maybank.
- 7.4. Maybank shall not be held responsible for any disputes between you and a merchant including: -
  - a. you are not satisfied or do not receive the goods or services you purchased from the merchant;
  - b. the merchant is not co-operative;
  - c. any miscommunication between you and the merchant; or
  - d. any wrong, fraudulent and/or unauthorized payment provided that the same is not attributable to Maybank.
- 7.5. Should you have any dispute relating to the operation of the eMADANI, MAE by Maybank2u and/or Scan & Pay function, please reach out to Maybank Group Customer Care at 1300-88-6688 or write to us at [mgcc@maybank.com.my](mailto:mgcc@maybank.com.my).
- 7.6. These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction over matters pertaining to these Terms and Conditions.