

SAMA-SAMA LOKAL

Maybank2u Sama-Sama Lokal Platform
Terms & Conditions for Online Order Merchants

Maybank2u 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 webpage and Maybank2u MY App (“the Platform”) on https://www.maybank2u.com.my/maybank2u/malaysia/en/personal/marketplace/samasamalokal_landing.page, you as an Online Order Merchant have agreed to be bound to these terms.
- 1.2 Upon participating as a Sama-Sama Lokal Online Order Merchant, all payment settlement will be done via batch crediting, on a daily basis, one day after the transaction date (T+1).
- 1.3 Online Order 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 Online Order Merchants onboarded on the SSL platform must be selling genuine and authentic items only. Counterfeit items are strictly prohibited as per **Appendix VIII**.
- 1.5 If an Online Order Merchant wishes to exit the Platform, you will need to contact the relevant customer support number provided on the Platform.
- 1.6 Maybank reserves the right to remove any Online Order Merchant’s participation in the Platform should there be any breach of the terms and conditions by the merchant or merchant is suspected to be abusing the Platform to accept orders from which have not come via the Platform. Maybank reserves the right to contact your customers to verify if they had indeed come from using the Platform.
- 1.7 Maybank reserves the right to remove the Online Order Merchant from the Platform with immediate notice under any circumstances.
- 1.8 The Online Order 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.
- 1.9 For Online Order Merchants opting to onboard the online order taking capabilities, a transaction fee of 8.50% will be levied upon the total value of the purchases processed on the Platform, deducted directly from the settlement amount to merchants, subject to waivers and fee holidays, if any, premised on applicable marketing campaigns, if any.
- 1.10 For Online Order Merchants under the Penjana Ekonomi initiative, there will be a waiver of transaction fee of 8.50% on all transactions, for a period of 12 months beginning 25 June 2020.

2.Fulfillment of Orders

- 2.1 Online Order Merchant will receive an Order Notification via Maybank QRPayBiz App Push (Manager Login) upon successful order payment done by customer.
- 2.2 Online Order Merchant is able to view all successful orders via QRPayBiz App (Manager Login) under Transactions - Order with customer details such as transaction date and time, order number, customer's purchased item(s), delivery method (3rd party delivery or self-pickup), customer's delivery address, name, contact number and total sales.
- 2.3 Online Order Merchant is responsible to contact customer to confirm order within the applicable lead times upon receiving order in QRPayBiz App (Manager Login) before processing order.
- 2.4 Online Order Merchant is required to take all necessary steps to ensure that the Orders are delivered to customer within the applicable lead times of 15mins for Order Fulfilment as set out in the Service Level Agreement as per **Appendix I**.
- 2.5 Order placed on Sama-Sama Lokal platform should be same day delivery or else Online Order 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 as per **Appendix IV**.
- 2.6 In any case where there is an order cancellation request or Online Order Merchant unable to fulfill the order for any out of stock items, Merchant is responsible to cancel order and proceed manual refund to customer or to replace an item with same value as long as customer consents to the replacement.

3.Delivery Assistance

- 3.1 Operational hours for Maybank's delivery assistance service starts from 9:00am to 7:30pm (last order).
- 3.2 Maybank assists to cover selected areas with delivery, via an approved delivery partner, free of charge or partially, for a limited daily number of deliveries only. The Maybank specified tele-sales team will inform the Online Order Merchant if the delivery slots are still open or have closed.
- 3.3 Maybank will organize delivery subsidy campaigns on a monthly basis with a limited redemption quota. The campaign can be ended earlier or extended, at the discretion of Maybank.
- 3.4 Maybank delivery assistance will cover up to RM 5.00 per delivery for Online Order Merchant, limited to 1 delivery per transaction, and any additional charges out of the covered amount per delivery will be borne by the customer at the point of delivery. Maybank also reserves the right not to cover distances out of 10km radius due to heavy volumes.
- 3.5 For area that are not covered, the Online Order Merchant can either provide their own delivery service or to have the customer perform a self-pickup.
- 3.6 No minimum order is required to use Maybank delivery assistance. However depending on the applicable marketing campaign mechanics or requirement, a minimum order may be required and will be informed directly to the Online Order merchants where applicable.
- 3.7 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.
- 3.8 No pre-ordering by customer or Online Order Merchants are allowed outside of the operational hours stated above.

4. Requesting a Delivery from Maybank's Specified Tele-Sales Team

- 4.1 All requests to the specified tele-sales team must be in the format indicated by Maybank as per **Appendix II**.
- 4.2 Maybank reserves the right to reject an order which is not in the format as stipulated by Maybank.
- 4.3 Maybank reserves the right to reject an order should there be heavy order traffic at any time.
- 4.4 Maybank reserves the right to cancel a delivery request placed by the Online Order Merchant if the delivery platform / partner has no available delivery riders after 15 minutes.
- 4.5 Any losses incurred by the Online Order Merchant as a result of a delivery error / failure / refund shall not be borne by Maybank.
- 4.6 Maybank is not in any way providing delivery services and is merely assisting to arrange for delivery.

5. Personal Data

- 5.1 By enrolling and participating on the Platform, the Online Order Merchants agree and consent to allow his/her 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"). The merchants may contact Maybank to seek clarification should any of the Terms and Conditions is not fully understood.
- 5.2 In addition, and without prejudice to the terms in the Maybank's Privacy Notice, the Online Order Merchants 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.

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, Fruits, Snacks, Desserts, Burgers, Mamak
Beverages, Snacks & Desserts	Coffee & Tea, Chocolate, Juice & Smoothies, Beverages, Bakery, Bubble Tea, Ice Cream, Cakes, Cookies, Desserts, Fruits
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
Market & Sundry Shops	Halal, Non-Halal, Bakery & Confectionery, Eggs, Fish & Seafood, Fresh Meat & Poultry, Fresh Fruits, Fresh Vegetables, Chilled & Frozen Food, Frozen Meat, Dry Food, Frozen Pastry, Beverages, Alcoholic Beverages, Noodles, Cooking Supplements, Dairy, Juices, Tea & Coffee, Carbonated Drinks
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, Cutleries, 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, Fruits & 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 18 August 2020-

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)