

Maybank Goal-Based Investment Terms and Conditions of Use



YOU UNDERSTAND AND ACKNOWLEDGE THAT ANY PROJECTION, SIMULATION OR OTHER INFORMATION PROVIDED BY THE MAYBANK GOAL-BASED INVESTMENT FEATURE IS NOT PART OF THE PROSPECTUS (OR SUPPLEMENTARY PROSPECTUSES, IF ANY) OF ANY INVESTMENT. IT IS ESSENTIAL THAT YOU READ THE PROSPECTUS (INCLUDING SUPPLEMENTARY PROSPECTUS, IF ANY) OF EACH AND EVERY INDIVIDUAL FUND IN THE PORTFOLIO AND SEEK INDEPENDENT EXPERT ADVICE BEFORE DECIDING WHETHER OR NOT TO INVEST.

1. Definitions

The term "Maybank" as used in these terms and conditions refers to Malayan Banking Berhad. The term "the Maybank Group" refers to Malayan Banking Berhad and its subsidiaries, either individually and/or collectively as the context requires.

The term "Maybank2u" refers to the website maybank2u.com.my and/or the maybank2u mobile application (respectively and collectively referred to as "Maybank2u", as the case may be) and all information, products and services provided via Maybank2u.

The term "Feature" refers to the Maybank Goal-Based Investment feature provided on Maybank2u that allows users to simulate their retirement, education or wealth accumulation goals, and optionally invest to achieve their goals.

"Investment" refers to any investment product purchased through the Feature, including a portfolio of investment products.

2. General

By accessing the Feature, you agree to be bound by these Terms and Conditions of Use without limitation or qualification. **If you do not accept these terms and conditions, please immediately discontinue your access to Maybank2u and/or use of the Feature.** The general Terms and Conditions governing the use of Maybank2u, as found at www.maybank2u.com.my, shall hereby be incorporated into these Terms and Conditions of Use of the Feature. In the event of conflict between the general Terms and Conditions and these Terms and Conditions of Use, the latter will prevail.

These Terms and Conditions of Use are published in both English and Bahasa Malaysia versions. In the event of any discrepancies or disputes in the interpretation of the English or Bahasa Malaysia version, the English language version shall prevail.

3. Neither Financial Planning nor Investment Advice

The Feature is not an analysis of your financial circumstances, nor is it a plan to meet your Investment objectives. No representations, warranties or guarantees are made as to the accuracy, completeness, applicability or timeliness of the results of this Feature, nor of any of the information contained therein. Maybank accepts no liability for any damages or costs of any type arising from your use of this Feature.

This Feature provides proposals to you on available types of Investments (and proposed allocations of such Investments) for your consideration based solely on information provided by you to us such as your financial goals, risk profile questionnaire, and the eventual date by which you hope to achieve those goals in relation to the Feature. You are under no obligation whatsoever to accept any of these

proposals. As these proposals are presented for your consideration only, Maybank will not monitor the subsequent performance of the Investments on your behalf, nor will Maybank be responsible for advising you on whether the Investments continue to be suitable for achieving your financial goals.

Nothing in the Feature is to be treated as an offer, invitation or solicitation to invest in any Investment, or fund management service (except insofar as the Investments available for purchase are unit trusts managed by third-party fund managers), nor as investment advice or any other form of advice. You must seek your own independent advice before deciding to enter into any transactions.

4. Methodology

While reasonable effort has been taken by Maybank in the design and implementation of the Feature, nonetheless this Feature is provided on an "as is" and "as available" basis. Maybank does not warrant, represent or guarantee the accuracy, completeness or timeliness of the methodology, nor of its applicability to your individual needs and circumstances.

A description of the methodology used in the Feature analysis is provided in the relevant whitepaper. Maybank does not warrant, represent or guarantee the accuracy or completeness of this whitepaper, and expressly disclaims liability for errors or omissions in its contents. Furthermore, nothing in this whitepaper shall be construed as overriding or modifying these Terms and Conditions of Use.

The selection of Investments available for purchase through the Feature is based on Maybank's internal methodology for asset allocation and selection of Investments. Such methodology may wholly or in part be dependent on past information, as well as on other information available to us. It is important to note that past information is not indicative of future performance. In addition, any estimates, forecasts, valuations, ratings or other information used (whether such information is developed internally by Maybank or obtained from third parties) are subject to significant uncertainties or potential error. As such, there is an inherent limitation to the methodology used, and Maybank does not warrant or represent the accuracy, completeness, timeliness or suitability of the methodology to anyone whatsoever.

The methodology used in the Feature, as well as the contents of the whitepaper, may be amended by Maybank at any time without prior notice, including changes to the methodology which may significantly affect the results of the Feature. Maybank accepts no liability for any damages or costs of any type whatsoever arising from such change.

5. Assumptions.

The Feature methodology relies on various assumptions which are crucial to the mechanics of its operation and the validity of its results. Any inaccuracy or omission in such assumptions may result in a significant inaccuracy, error or bias in the Feature results. The whitepaper provides a partial list of these assumptions; this list is non-exhaustive and there may be assumptions which are not listed in the whitepaper, but which nonetheless have a significant impact on the results of the Feature. Maybank does not warrant, represent or guarantee the accuracy, completeness or applicability of the assumptions used in the Feature methodology.

The accuracy and validity of the Feature will also depend crucially on the inputs and information supplied by the user of this feature. Any inaccuracy or incompleteness of such information may result in significant inaccuracy, error or bias in the results of the Feature. Furthermore, there may be additional relevant information, whether pertaining to your personal circumstances or otherwise, which is not captured in the inputs to the Feature. The omission of such information may potentially result in an inaccuracy, error or bias in the results of the Feature, or in the interpretation of such results.

In particular, the analysis provided by the Feature, and the Investment proposals suggested by the Feature, are greatly dependent on your assumed risk profile. You understand and acknowledge that (a) Such determination of your risk profile is only an estimation based on the information provided by you, and using the methodology selected by Maybank to assign your risk profile based on such information; and (b) It is possible to select a risk level for a specific goal simulated using the Feature that is different from your own risk profile. In such case, the outcome for the goal may be significantly different from what would result if the goal reflected your risk profile. This includes the risk of significantly greater losses or volatility compared to an Investment reflecting your risk profile.

It is also important to note that the projected future portfolio value in the goal simulation is calculated using an assumed rate of Investment return based on the selected risk level. As this rate of return is only an assumption, the actual future realised value of the Investment will almost certainly be greater or less than the projected future portfolio value in the goal simulation, potentially by a significant amount. **This potentially includes the possibility of losing some or all of the amount invested.** Maybank does not warrant or represent that the assumed rate of return used in the goal simulation shall in fact be realised by the actual Investment in the future.

Any goal simulation provided by the Feature, or any Investment proposal suggested by the Feature, is based on information available at the time such goal is created, or such Investment proposal is provided to you. Any subsequent change in circumstances, including but not limited to changes in the goal assumptions, changes in your risk profile and/or changes in market conditions and the Investments, may result in such simulation or Investment proposal no longer being appropriate. Maybank is not responsible for updating any information used, or any goal simulation or Investment proposal, or for notifying you that such information, simulation or proposal is no longer appropriate.

Maybank may make use of information or analysis from either its own internal sources and/or supplied by third parties in formulating the assumptions and inputs used in the Feature. Neither Maybank nor these third parties warrants, represents or guarantees the accuracy, completeness, applicability or timeliness of such information or analysis. The assumptions used in the Feature may be changed by Maybank at any time without prior notice, including changes which may significantly affect the results of the Feature. Maybank accepts no liability for any damages or costs of any type whatsoever arising from such change.

6. Privacy and Use of Data.

You are required to review our Privacy Notice (available on www.maybank2u.com.my) before making use of the Feature. By using this Feature, you agree and acknowledge that any information (including personal data) provided by yourself in the course of using this feature may be collected, stored and processed by us in accordance with the terms of the Privacy Statement. In particular, by using this Feature, you agree and acknowledge that this information provided by you may be used to (a) perform the Feature analysis; (b) allow Maybank Group or its authorised representatives to review the information provided by you, as well as any results generated by the Feature analysis; and (c) identify any products or services which may be of interest to you, as provided by Maybank Group or its strategic partners, and that Maybank Group may contact you either in person or via marketing communications regarding such matters.

You also hereby permit and authorise Maybank to disclose your particulars and accounts with Maybank and particulars of your transactions with or through Maybank to such persons/entity as it thinks necessary, (a) to facilitate your Investments in Maybank only; or (b) where required to by any regulatory authority, including but not limited to Bank Negara Malaysia and Securities Commission Malaysia.

7. Investing is Risky.

You understand and acknowledge that investment, in general, is subject to risks, and may result in possible loss of some or all of the principal amount invested. You understand and acknowledge that the projections of potential future investment outcomes provided by the Feature are neither a guarantee nor an indication of actual realised investment outcomes. In particular, you understand and acknowledge that the future actual realised investment outcome may be significantly less than the goal target amount, potentially resulting in a significant shortfall of funds relative to the goal target amount.

The probabilities associated with each potential future outcome are only estimates calculated in accordance with the methodology and assumptions contained in the Feature. As such, these probabilities may be subject to significant inaccuracy, bias or error due to corresponding inaccuracies, biases or errors inherent in such methodology and assumptions. Maybank does not warrant, represent or guarantee the accuracy or applicability of these estimates.

The asset allocation used in the Feature is only an assumption and is not to be construed as investment advice, nor as any other form of advice. While each Risk Level (in conjunction with other relevant parameters) is associated with a specific asset allocation, Maybank does not warrant, represent or guarantee that such asset allocation is in fact appropriate for such Risk Level. As with all assumptions, the asset allocations may be changed by Maybank at any time without prior notice, including changes which may significantly affect the results of the Feature. Maybank accepts no liability for any damages or costs of any type whatsoever arising from such change.

Maybank may change the asset allocation or portfolio of Investments available for purchase in the Feature without prior notice or consent from you.

8. Amendments

You understand and acknowledge that Maybank may at its absolute discretion amend these Terms and Conditions of Use by giving you at least twenty-one (21) days prior notice thereof. Such notice may, without limitation, take the form of (a) an email to the email address last provided by you to Maybank; (b) a notification to Maybank2u users appearing on the website, such notification appearing for a reasonable period, and applying whether or not you have chosen to access the website during such period; or (c) any other means of notice that Maybank may at its sole discretion select for such purpose. Once such notice has been provided, we will treat your continued access to, and use of the Feature, as acceptance of all such amendments.

9. Law and Jurisdiction

These Terms and Conditions of Use are governed by and are to be construed in accordance with the laws of Malaysia. By using the Feature, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to your access and use of this feature. Maybank makes no representation that the materials, information, functions and/or services provided with regard to the Feature are appropriate or available for use in jurisdictions other than Malaysia.

10. Unit Trusts

Where the Investments made available for purchase through the Feature are unit trusts, you additionally agree and acknowledge the following:

10.1 Investments/Funds: You agree and understand that generally Investments and/or the relevant funds are not bank deposits or obligations of, or guaranteed by Maybank or any of its affiliates or subsidiaries.

10.2 PIDM: You understand and acknowledge that unit trusts are NOT deposits and are not

guaranteed by Perbadanan Insurans Deposit Malaysia (PIDM).

- 10.3 **Risks**: You understand and acknowledge that an Investment in a relevant fund is subject to risks and may result in possible loss of the principal amount invested. Additionally, you agree that you are bound by the general and specific risks associated with the unit trust fund(s) you are investing in. These risks are spelt out in the respective prospectus and/or supplementary prospectus of such unit trust fund. In addition, for the transactions performed on Maybank2u website, you are aware of the risks of transacting over electronic platforms and are agreeable to assume those associated risks.
- 10.4 **Performance**: You agree and acknowledge that the past performance of any funds does not guarantee its future performance. The values of any fund or the income distribution from the relevant fund or investment are subject to risks, and if any is declared, may go down as well as up.
- 10.5 **Custodian**: You hereby authorise Maybank to appoint a nominee to perform custodial services for your investments and you acknowledge that the appointed nominee will act as a custodian ("the Custodian") for your Investment.
- 10.6 **Distribution**: Where the relevant funds declare income distribution (if any), you hereby authorise the Custodian to reinvest all the income distributions in the same funds unless otherwise specified in the prospectus of the respective funds.
- 10.7 **Guaranteed/Protected Product**: Where the relevant fund is stated to be a guaranteed/protected fund i.e. capital guaranteed/capital protected or as specified explicitly in the respective product prospectus, you duly understand that the capital protection/guaranteed feature is subject to investments being held until maturity. In the event of early redemption of units/investment before maturity date, you shall not be entitled to receive any benefits under the guaranteed/protected fund and the amount received by you for early redemption may be less than your initial investment due to market condition. In addition, you fully understand that you will be subject to redemption/exit fees stated in the relevant prospectus for the said fund where applicable.
- 10.8 **Electronic Prospectus - General**: The Investments are sold solely on the basis of information contained in their respective electronic prospectuses (including supplementary prospectuses, if any). It is hence essential that you read the electronic prospectus (including supplementary prospectus, if any) of each and every individual Investment in the portfolio and use this as the sole basis for deciding whether or not to invest. A hard copy of the prospectus can be obtained during normal business hours at any Maybank branch. You understand that fund prospectus are issued by fund houses and not Maybank, and Maybank cannot be held responsible for omission or errors in the same.
- 10.9 **Electronic Prospectus - Promotional Materials**: For any promotional materials, advertisements and other information materials that fall outside of the electronic prospectus (including supplementary prospectuses, if any), you agree and acknowledge that it does not form part of the electronic prospectus.
- 10.10 **Electronic Prospectus - Acknowledgement**: You hereby confirm that you have read and fully understood the contents of the electronic prospectus and supplementary prospectuses (if any) governing the fund.
- 10.11 **Supplementary Prospectus**: You are aware that you may withdraw an outstanding application

for units in a unit trust where a supplementary prospectus has been issued after the application has been received by Maybank, but before the issuance or transfer of the units to you. You may submit such withdrawal of application during normal business hours at any Maybank branch in Malaysia.

You are aware that application for units in a unit trust cannot be withdrawn where a supplementary prospectus has been registered after the issuance or transfer of units to you.

- 10.12 Fees and Charges: You hereby acknowledge that you are aware of the fees and charges involved in buying, redemption and switching (if any) units of which such information is available in the electronic prospectus. There may also be taxes or other charges applicable in respect of such transactions, and you agree to pay such taxes or other charges. Where necessary, Maybank is authorised to debit my savings or other account for the payment of such taxes or charges.
- 10.13 IUTA: The Feature, the facility for distribution of electronic prospectuses, and the facility for online transactions in unit trusts are provided by Maybank. You are aware and understand that Maybank is an institutional unit trust advisor (IUTA) for the distribution of unit trust funds issued by a panel of Unit Trust Management Company (UTMC).
- 10.14 Terms and Conditions: You undertake to observe the terms and conditions and to be bound by the provisions of the deed (as may be amended from time to time) constituting the relevant funds.
- 10.15 Source of Funds: You declare that the funds allocated for this investment have been legally distributed and not through any activities which contravene the laws in Malaysia or any other countries.
- 10.16 Accounts: You hereby authorise Maybank to debit such of your account(s) as shall be indicated by you for the purpose of purchase or subscription of unit trust fund(s) at any time and from time to time by giving you prior notification and you hereby agree and undertake not to hold Maybank liable for any whatsoever loss or damage due to nil or insufficient funds in your account or any other reason that may cause Maybank in failing to honour the payment of debiting unless Maybank has been negligent and reckless. Any request to change the account number will have to be done during normal business hours at any Maybank branch in Malaysia.
- 10.17 Processing of Applications: Your application to purchase unit trusts or a portfolio of unit trusts will only be processed upon receipt by you of Maybank's confirmation of the application. Such confirmation shall be deemed received by you upon valid notice being made of such confirmation. Once such confirmation has been received, you will not be able to rescind or modify your original application. You may confirm the status of your application during normal business hours at any Maybank branch.
- 10.18 Cut-off Time: Transactions performed after the unit trust fund cut-off time will be executed on the next business day unless otherwise stated. The general cut-off time is 2:30 p.m. on a daily basis, with the exception of Money Market funds, which may be earlier. This is applicable to general business operations. Any deviations due to exceptional events will be notified separately. Where there is more than one type of unit trust in the portfolio, then where the transaction is performed after the cut-off time for a particular unit trust, the transaction for that unit trust will be executed on the next business day unless otherwise stated.

- 10.19 **Settlement:** You are aware and hereby agree that Maybank shall only confirm the unit price of your purchase or subscription of any unit trust for a local fund one (1) business day (T+1 day) after the date of your instruction and in respect of your purchase or subscription of any unit trust for an offshore fund you are aware and hereby agree that Maybank shall only confirm the unit price of your purchase or subscription two (2) business days (T+2) after the date of your instruction unless otherwise stated. The said confirmations by Maybank of the unit price of your purchase or subscription of any unit trust whether for local or offshore funds shall be conclusive and fully binding on you and shall not be subject to any dispute or disagreement whatsoever by you.
- 10.20 **Transaction History:** You are aware that your subscription, redemption or switching price per unit via Maybank2u can be viewed online three (3) working days after performing the transaction.
- 10.21 **Regular Saving Plan:** Where applicable, you hereby authorise the Custodian to debit your savings/current account for the Regular Saving Plan unit trust investment with immediate notice to you and you undertake to ensure that sufficient funds are kept in your account to meet the payment for Regular Saving Plan. If there are insufficient funds in your account, you take note that there will be no notification provided by the Bank on this failure to debit.
- 10.22 **Suspension of Transactions:** Where there is a suspension of the transactions of units in a unit trust, you will be notified of the inability to transact in such unit trust for the duration of the suspension. Where only one or more unit trusts in a portfolio have been suspended, Maybank reserves the right to suspend online transactions in the entire portfolio for the duration of the suspension.
- 10.23 **Rejection of Instructions:** Any instruction received through the Feature will only be accepted if full and complete information regarding the instruction is provided. Notwithstanding this, Maybank reserves the right to reject any instruction received through the Feature, including without limitation where Maybank believe that executing such instruction would be in breach of any law, regulation or agreement. There is no assurance that any instruction given by you can be executed at any particular price, or that it will be carried out at all.
- 10.24 **Funds with Prescribed Period:** Where a unit trust prescribes a limited time period during which applications may be made for units, the closing date for such applications will be disclosed through the Feature. No applications will be processed where such applications can only be sent to the UTMC after the close of such prescribed period.
- 10.25 **Acting As Agent:** You agree and acknowledge that, unless otherwise stated, Maybank is only acting as your agent in regard to any instructions given by you. Maybank may act on such instructions, or instruct third parties to do so at its discretion. Any instructions are subject to the agreement and performance of the UTMC or other persons responsible for the administration of the unit trust.
- 10.26 **Transactions:** You are aware and understand that the types of transactions (subscriptions, redemptions) are the only transaction types available on Maybank2u website, of which they are available at Maybank branches as well. For additional types of transactions such as switching, transfers and cooling-off, you can perform them at a Maybank branch.
- 10.27 **Cooling Off Right:** You are aware of your right as an individual investor who is investing with the respective UTMC for the first time to obtain a refund of your first-time investment if you decide to reverse your investment decision within the cooling-off period which could have

been unduly influenced by certain external elements or factors. You do note that this request can only be performed at any Maybank branch in Malaysia. You are aware, if you comply with the criteria for cooling-off as stated in the prospectus/supplementary prospectus, that you cannot perform this cooling-off exercise on Maybank2u website, and you have to proceed to the nearest Maybank branch to exercise this right.

- 10.28 Switches, Transfer, Partial Redemption: You hereby confirm and are aware that switches, transfers or partial redemption of the unit trusts are available on Maybank2u.com and can be performed during normal business hours at any Maybank branch in Malaysia.
- 10.29 Notices: Notice to you of any matter relating to the Feature may, without limitation, take the form of (a) an email to the email address last provided by you to Maybank; (b) a notification to Maybank2u users appearing on the website, such notification appearing for a reasonable period, and applying whether or not you have chosen to access the website during such period; or (c) any other means of notice that Maybank may at its discretion select for such purpose.
- 10.30 Important Notice / Warning: You understand and acknowledge that the issuer of the unit trust has set certain minimum qualifying criteria for its investors and as such, it is your responsibility to ensure that you have satisfied such minimum qualifying criteria before you decide to invest.

11. Miscellaneous.

- 11.1 Status: You hereby declare that you have not been adjudicated a bankrupt person nor has there been any petition for bankruptcy(ies) filed against you or is there a judgment against you outstanding for more than thirty (30) days at the date herein.
- 11.2 Information: Any information given by Maybank is for reference only. Maybank shall not be liable or responsible for the accuracy of the information so given unless Maybank is negligent or reckless in providing such information.
- 11.3 Independence: Nothing in Maybank's materials (printed or digital) which contain information on relevant funds or investment reports may be construed by you as investment advice, as a recommendation and/or an opinion on the relevant fund or investment.
- 11.4 Suspension or Termination of Feature: Maybank reserves the right to suspend or terminate your access to the Feature at any time without prior notice to or consent from you.

12. Risk Disclosure

- 12.1 General: You understand and acknowledge that there are risks to using this Feature, and to purchasing and holding the Investments. The following is a non-exhaustive list of such risks and should be read in addition to any risk disclosures contained in the prospectus or other offering documents relating to the Investments, on Maybank2u, or as otherwise communicated to you whether by Maybank or otherwise.
- 12.2 Risks of Changes in Conditions: You understand and acknowledge that any change in current conditions could potentially affect the value of your Investment, or otherwise adversely affect your position. This includes, without limitation:

12.2.1 A change in market conditions including but not limited to (a) stock prices, exchange

rates, interest rates, credit defaults and credit worthiness, commodity prices; and (b) economic conditions such as growth, inflation and unemployment; or (c) general market sentiment and market liquidity;

- 12.2.2 Unexpected events including but not limited to political or other societal events, health crises and pandemics, wars, violence and civil unrest, or any other event, whether having general effect or specifically affecting you or your Investments;
 - 12.2.3 Events affecting your personal circumstances, including those which may require you to prematurely terminate your goals or to redeem your Investment at a disadvantageous time and price;
 - 12.2.4 Changes in fees charged by Maybank or the manager or provider of the Investment, where such change in fees have been provided for in these Terms and Conditions for Use, in the general terms listed on Maybank2u, or in the prospectus or offering documents relating to the Investment;
 - 12.2.5 Changes in taxes or other applicable government, regulatory or exchange charges, however described;
 - 12.2.6 Events specifically affecting the Investment, including events affecting the manager, provider or issuer of such Investment; or
 - 12.2.7 Events affecting the provider of the Feature (i.e. Maybank). It is your responsibility to assess the risks of such events prior to making any investment or other decision. In particular, you are required to read the prospectus or other offering document relating to the Investment prior to deciding to invest. Maybank is under no obligation to warn you of any specific actual, impending or potential change in conditions.
- 12.3 **Risks of Market Information:** Maybank may from time to time publish information (whether through the Feature, on Maybank2u, through email and other communications, or otherwise) relating to market conditions, current events, specific companies or industries, and/or to investment products (collectively the "Market Information").

Such information may take the form of factual information and/or opinions and analysis, and may or may not relate specifically to your investment holdings. This information may be sourced from within Maybank or from third parties. Such information may also include graphs, diagrams or other images, as well as data used to construct such images or for other purposes related to providing the Feature. Regardless of the form of such Market Information or how it is published, you understand and acknowledge the following:

- 12.3.1 All such Market Information is provided on an "as is" and "as available" basis. Neither Maybank nor any third party providing such information warrants or represents the accuracy, completeness, timeliness or relevance of any such information to any persons whatsoever.
- 12.3.2 Where Maybank or any other person uses data or other information as part of a calculation or analysis, or to generate graphs and charts or other presentation material, there may be a risk of error in such calculation, analysis or presentation. In addition, there may also be an inherent subjectivity in selecting the methodology or assumptions underlying such use of data.

12.4 **Risks of Third Parties:** In providing the Feature, Maybank may rely on products or services provided by third parties. You understand and acknowledge that:

12.4.1 Maybank may make use of software, hardware or other systems provided by third parties. Any error, failure or other disruption in these third-party systems, or premature termination of services provided by these third parties, may also result in a disruption in the provision of this Feature;

12.4.2 Maybank may make use of third-party databases, or make reference to third-party websites and other sources of information. These third-party information sources are outside of Maybank's direct control. Any inaccuracy, incompleteness, failure or lack of timely updating of these third-party information sources may also result in a corresponding impact on this Feature;

12.4.3 Maybank may also provide access to electronic prospectuses or other offering documents through this Feature. Subject to the provisions of any applicable regulatory guidelines, Maybank relies on the issuer of these offering documents to ensure the accuracy, completeness and timeliness of their contents.

12.5 **Risks of Using the Internet:** You understand and acknowledge that there are risks inherent to conducting transactions through the internet (whether accessed via browsers or through proprietary applications), including the use of this Feature. These risks include, but are not limited to, the following:

12.5.1 Maybank may use whatever authentication methods it deems appropriate. Nonetheless, there remains a risk of unauthorised access to your account. No authentication method or technology can ensure absolute security and no confidential information sent through the internet is completely secure.

12.5.2 The internet is a public means of electronic communications, and as such is subject to potential instability or unreliability which may be beyond Maybank's ability to control. In particular, any information or transactions conducted over the internet may be subject to interruption or delay. Such interruption or delay may potentially affect the accuracy or success in transmission of such information or transaction. There may also potentially be an exposure of confidential information due to transmission error or interception by third parties.

12.5.3 While we believe the information provided through the Feature to be accurate, there may be a risk of delayed, interrupted or inaccurate information due to technical reasons or inaccuracies in source information provided by internal systems or by third parties.

12.5.4 When accessing the internet, there is a risk of exposure of your electronic device to viruses or other malicious or harmful software. Such software may potentially affect your use of this Feature, including the risk of third parties gaining access to your account, funds or personal information. You are solely responsible for ensuring that all possible measures have been taken to secure your electronic device from such risks, including but not limited to the installation of reliable antivirus software and ensuring that the browser or application by which you access the internet is kept up to date.

13. Representations and Warranties

- 13.1 General: By using the Feature or entering into the Investments, you represent and warrant to Maybank that:
- 13.1.1 You are a registered and valid user of Maybank2u, and are subject to the terms and conditions as listed on the Maybank2u website, except insofar as such general terms and conditions are inconsistent with these Terms and Conditions of Use, in which case the latter shall apply;
 - 13.1.2 In accessing and using the Feature or entering into any Investments, you are acting as principal and not as an agent, nominee or trustee of any other person;
 - 13.1.3 You shall only use the Feature for your own personal needs, and not on behalf of or for the benefit of any other person whatsoever;
 - 13.1.4 You have attained 18 years of age, or whatever the age of capacity to contract as an adult (and not as minor) may be from time to time in any country to which laws you are subject;
 - 13.1.5 By using this Feature or entering into the Investments, you are complying with all laws, regulations or other obligations of any country which is applicable to you. In particular and without limitation, you are complying with the Foreign Exchange Rules and Notices under the Financial Services Act 2013 and Islamic Financial Services Act 2013;
 - 13.1.6 The Investments are not offered for sale in the United States of America, its territories or possessions and all areas subject to its jurisdiction. You are also not a “U.S. Person”, defined as:
 - (a) A citizen or resident of the United States of America (U.S);
 - (b) A U.S partnership;
 - (c) A U.S. corporation;
 - (d) Any estate other than a non-U.S. estate;
 - (e) Any trust if:
 - A court within the U.S is able to exercise primary supervision over the administration of the trust, and
 - One or more U.S. persons have the authority to control all substantial decisions of the trust;
 - (f) A “U.S. Person” as defined under the Foreign Account Tax Compliance Act; or
 - (g) Any other person that is not a non-U.S. person.
- 13.2 Use of the Feature with respect to the provision of the Feature, the investment proposals or any Investment made available to you through the Feature:
- 13.2.1 You understand that you are under no obligation to use this Feature or to purchase any Investments. If you choose, you may also purchase the Investments during normal business hours at any Maybank branch.
 - 13.2.2 You have been adequately informed of all terms and conditions and product features relating to such Feature or Investments prior to making use of such Feature or entering into such Investments;
 - 13.2.3 You have read and understood all the information on risks contained within the

section titled "Risk Disclosure" herein prior to making use of the Feature and prior to entering into any Investments. You further acknowledge that this description of risks is not necessarily exhaustive of all potential risks. By using the Feature or entering into the Investments, you are knowingly assuming any and all such risks.

13.2.4 Any information or service provided through the Feature is not to be construed as the provision of Investment Advice, Financial Planning or Fund Management services, nor is Maybank acting as your adviser or fiduciary in any way;

13.2.5 Maybank is not responsible or liable for the accuracy, completeness, timeliness or relevance of any Market Information or Product Materials provided through the Feature;

13.2.6 The provision of any Product Materials or Market Information through the Feature is not to be construed as (a) any endorsement or recommendation by Maybank of any Investment or course of action; or (b) a representation by Maybank that we have performed any due diligence or analysis on your behalf on the Investments, or of any course of action.

14. Limitation of Liability

14.1 Scope: You agree that the following provisions relating to the limitation of Maybank's liability are reasonable, except to the extent that such liability arises due to fraud, gross negligence or wilful default on Maybank's part. Notwithstanding this, to the extent that Maybank's liability for breach of a right or implied term is capable of exclusion, it is hereby excluded.

14.2 Information: Maybank does not represent, warrant or guarantee the accuracy or completeness of any Market Information, Product Materials or any other information provided as part of the Feature or in the provision of the Investments or the investment proposals. Any such information is provided on an "as is" and "as available" basis only. In particular, Maybank does not give:

14.2.1 Any express or implied warranty as to fitness of use, relevance or suitability of such information for any purpose whatsoever;

14.2.2 Any undertaking as to timeliness or timely updating, or continued availability of such information to you; or

14.2.3 Any express or implied warranties, representations or undertakings with respect to the Investment or other prices quoted by the Feature, including any warranty, representation or undertaking that such prices represent the most up to date prices or the best available market prices;

14.3 Use of Feature: Except to the extent prohibited by applicable laws or regulations, Maybank shall not be liable (whether by tort or contractually) to you or to any other person, for any loss or harm which you or any person may suffer as a consequence of:

14.3.1 Access or use of the Feature by you or by any person, whether authorized or not;

14.3.2 Any realization of the risks of using the Feature disclosed in the section titled "Risk Disclosure";

- 14.3.3 Any actions carried out by Maybank in accordance to instructions provided or deemed to be provided by you;
- 14.3.4 Any failure, error, suspension or delay in the normal operation of the Feature;
- 14.3.5 Any inaccuracy, error, delay or unavailability of any information provided through the Feature;
- 14.3.6 Any error or delay in acceptance or execution of any instruction from you, as a consequence of error or failure of transmission through the internet or any other electronic medium; (vii) Any actions or failure to act of any third party, including without limitation Maybank's service providers, regulators or tax authorities;
- 14.3.7 Any incurrence of costs or loss of profits, loss of data or damage to software or hardware, including loss or damage due to software viruses or other similar malware;
- 14.3.8 Any exercise, failure to exercise or delay in exercising by Maybank of its rights and remedies due under these Terms and Conditions of Use; or
- 14.3.9 Events beyond Maybank's reasonable control, including without limitation acts of God, civil commotion, acts of war, strike, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events and circumstances of whatever nature beyond the reasonable control of Maybank.

15. Indemnity

You agree to hold Maybank and Maybank Group, their respective employees and officers, agents and nominees harmless, and undertake to indemnify each of them against any and all loss, howsoever arising, except where such loss arises solely from Maybank's own fraud, gross negligence or wilful default, which may be incurred by reason of:

- 15.1 Access or use of the Feature by you, whether authorized or not;
- 15.2 Breach or default by you of these Terms and Conditions of Use, the general terms and conditions of Maybank2u, or of any applicable laws and regulations; or
- 15.3 Any actions taken by a third party as a result of, or in connection to, your access or use of this Feature.

16. Wholesale Funds

Only sophisticated investors may invest in a Wholesale Fund in accordance with the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework ("LOLA") and a "sophisticated investor" includes a 'High-net worth individual', defined as an individual:

- 16.1 whose total net personal assets, or total net joint assets with his or her spouse, exceeding three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence;
- 16.2 who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;
- 16.3 who jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; or

- 16.4 whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies.

17) Loan Financing Risk Disclosure Statement

Investing in a unit trust fund with borrowed money is more risky than investing with your own savings. You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include the following:

- 17.1 The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money that you put in as deposit or down payment) the greater the potential for losses as well as gains.
- 17.2 You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.