

These Terms and Conditions of Maybank Premier Wealth Services (“Terms and Conditions”) govern the products, services and privileges (“Premier Wealth Services”) offered by Malayan Banking Berhad (“Bank”) to Maybank Premier Wealth’s customers (“Customer”). These Terms and Conditions shall be read together with the Terms and Conditions Governing Banking Accounts and the Terms and Conditions set forth in the Debit Card Agreement which is to be executed by the Customer and the Bank for the usage of the Debit Card (collectively the “Existing Terms and Conditions”). In the event of any inconsistency between the provisions of the Existing Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall prevail in respect of the Premier Wealth Services.

By accepting these Terms and Conditions, the Customer agrees to comply with each of the Terms & Conditions of the products and services offered by the Bank.

1. PREMIER WEALTH SERVICES

- 1.1. By accessing or utilising the Premier Wealth Services, the Customer agrees to comply with these Terms and Conditions.
- 1.2. The Bank makes no warranties or representations, either express or implied, and expressly disclaims all liability with respect to type, quality or fitness of goods or services provided through the Premier Wealth Services by third party operators, service providers or suppliers engaged by the Bank or any failure by such party to perform any obligation or provide any service whether in Malaysia or in other jurisdictions.
- 1.3. The Bank shall inform the Customer on any changes to the Premier Wealth Services from time to time, by publication or notification over the Bank’s internet banking services or at any of the Bank’s branches or through such channels as the Bank may determine to be appropriate.
- 1.4. Premier Wealth Services will be valid for two (2) years from the date the Customer becomes a Maybank Premier Wealth Customer. The renewal of Premier Wealth Services for the following year is subject to the Customer fulfilling the eligibility criteria in Clause 2 herein.
- 1.5. Household Recognition
 - a) The Bank may choose whether to extend the Premier Wealth Services to the Customer’s immediate family members.
 - b) The admission of the Customer’s immediate family members to the Premier Wealth Services is subject to the Customer’s immediate family member holding an eligible account with the Bank and the Customer notifying us of their accounts. The Bank reserves the right to end the Customer’s immediate family member’s Premier Wealth Services at any time with notice to the Customer.
 - c) The Premier Wealth Services that is extended to the Customer’s immediate family members will be valid for two (2) years from the date the Customer becomes a Maybank Premier Wealth Customer. The renewal of the Premier Wealth Services of the Customer’s immediate family member is subject to the Customer fulfilling Premier Wealth Services eligibility criteria in Clause 2 herein.
 - d) The Bank reserves the right to communicate with the household’s primary Maybank Premier Wealth Customer only.

2. ELIGIBILITY CRITERIA

2.1 The Customer shall be eligible to be a Maybank Premier Wealth Customer if the Customer maintains at all times:

- a) A minimum aggregated total investment, deposit and financing of RM1,000,000.00 or such other amount as the Bank may from time to time determine to be maintained under the Customer’s sole account or joint account where the Customer is the primary account holder, OR

b) A minimum aggregated total investment and deposit of RM250,000.00 or such other amount as the Bank may from time to time determine to be maintained under the Customer's sole account or joint account where the Customer is the primary account holder.

The Bank reserves the right to revise the eligibility criteria herein at any time with notice to the Customer.

3. MAYBANK PREMIER WEALTH SERVICES RECOGNITION CARDS

- 3.1. The Customer is required to present his Maybank Premier Wealth Recognition Card or Premier Wealth Debit Card (or such other card as the Bank may determine) ("Card") to the Bank to enable access to the Premier Wealth Services in Malaysia and also regionally in Singapore and Indonesia.
- 3.2. The Customer shall take all reasonable precautions to prevent the unauthorised use of the Card to access the Premier Wealth Services. The Customer agrees to be liable for any unauthorised use of the Card and agrees to indemnify the Bank against any claims, loss or damage incurred by the Bank arising out of or in connection with the unauthorised use of the Card and/or to access the Premier Wealth Services.
- 3.3. The Customer shall take all reasonable precautions to prevent the unauthorised and fraudulent use of his Personal Identification Number, password and/or other security mechanism, access codes, features or devices related to any of his accounts maintained with the Bank (hereafter referred to as 'security access codes').

4. TERMINATION OR CANCELLATION

- 4.1. If the Customer does not maintain the Eligibility Criteria as stated in clause 2 herein, the Bank may, with notice to the Customer, terminate, restrict or suspend the Customer's use of the Premier Wealth Services.
- 4.2. The Premier Wealth Services granted to the Customer may also be terminated by the following events:
 - a) by the Customer giving written notice to the Bank to terminate the Premier Wealth Services; or
 - b) upon the death or insanity of the Customer or if the Customer commits an act of bankruptcy; or
 - c) if there are any changes in law or regulation which make it impossible or unlawful for the Bank to continue to make available the Premier Wealth Services.

5. INDEMNITY

- 5.1 The Customer agrees to indemnify the Bank against any claims, losses, damages, costs, liabilities, expenses (including legal costs on an indemnity basis) which the Bank may sustain or suffer in relation to or arising out of or in connection with the Customer's breach of these Terms and Conditions save where such claims, losses, damages, costs, liabilities and expenses arise from the negligence, fraud or default of the Bank. The Customer shall ensure that the security access codes are not revealed or disclosed to any other persons and agrees to keep the Bank fully indemnified for any failure on the part of the Customer to comply with the aforementioned.

6. COLLECTION AND DISCLOSURE OF INFORMATION AND/OR DATA

- 6.1. The Customer irrevocably authorises the Bank and expressly consents to the Bank, at any time and from time to time, to request for, collect and process all the required information including personal data of the Customer, to disclose any information and/or personal data relating to the Customer, including without limitation details on the Customer's account(s) with the Bank, or any other information as required for the purposes of the Premier Wealth Services, to :

- a) any merchant engaged by the Bank as participating merchants for the purposes of facilitating the Premier Wealth Services to the Customer under conditions of confidentiality imposed on such merchants, whether situated in Malaysia or outside Malaysia;
 - b) the Bank's head office, representative, branch offices and to the other companies within the Bank's group of companies, in any jurisdiction for the purposes of facilitating the Premier Wealth Services to the Customer;
 - c) the Bank's stationery printer or agent for the purpose of printing and/or mailing personalised cheques and other documents;
 - d) any government or regulatory agency or authority;
 - e) any of the Bank's potential assignees or transferees or any person who has or may enter into contracts with the Bank in relation to the Bank's interests herein;
 - f) any credit bureau established by governmental authorities and the regulators;
 - g) any credit reference or evaluation agencies wherever situated;
 - h) the relevant and duly authorised agents, service providers and outsourcing partners of the Bank, strategic partners (whether situated in or outside Malaysia), under conditions of confidentiality imposed on such entities, for the purposes of processing and providing the relevant services in connection with the Premier Wealth Services to be provided by the Bank; and
 - i) any other person to whom disclosure is permitted or required by any statutory provision or law.
- 6.2. The Customer acknowledges and agrees that both local and overseas service providers or merchants may be required by law to disclose information received from the Bank to third parties. Such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion purposes or other offences.
- 6.3. The Customer acknowledges and agrees that the Bank does not warrant the security of any information sent or transmitted to him whether electronically or otherwise and the Customer hereby accepts the risk that any information sent or transmitted to the Customer may be accessed by unauthorised third parties. The Customer shall not hold the Bank or any of its officers, employees or agents responsible or liable in contract, tort (including breach of statutory duty), and equity or otherwise for any such access or disclosure or for any damages, losses, expenses or costs suffered or incurred by the Customer as a result of any such access or disclosure.
- 6.4. The Customer hereby further authorises the Bank to collect the personal data of the Customer and to disclose, share and process the same for the purposes of notifying the Customer or requesting the Customer to participate in promotional programmes or to invite the Customer to subscribe to the services and products offered by the Bank, companies with the Bank's group of companies and/or its strategic partners.

7. COMMUNICATIONS

- 7.1. All notices, demands, or other communication may be given by the Bank to the Customer by facsimile, email, ordinary pre-paid post or delivered personally to the last known address of the Customer and shall be deemed to have been delivered (a) if sent by facsimile, on the same day; or (b) if sent by email to the Customer's email address notified to the Bank, on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non-delivery or "returned mail" reply message or any message indicating that the email was not successfully sent to the Customer's mailbox; or (c) if delivered by pre-paid ordinary post on the next business day after posting if in Malaysia or 5 days after being sent by airmail to another country; or (d) if left at the last known address of the Customer, on the day it was so left.
- 7.2. Where the Bank is required to give notice under these Terms and Conditions, the Bank shall be entitled to do so by publication/notification over the Bank's internet

banking services or at any of the Bank's branches or through such channels as the Bank may determine to be appropriate not later than thirty (30) days before the implementation date.

- 7.3. The service of any writ of summons or any legal process in respect of any action or proceeding hereunder may be affected on the Customer by forwarding a copy of the writ of summons and statement of claim or other legal processes by registered post to the Customer's last known address. It is hereby further agreed that service of such legal process in the manner aforesaid shall be deemed to be good and effectual service of such legal processes to the Customer.

8. INSTRUCTIONS

- 8.1. The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur arising out of or in connection with the Customer's use of any Premier Wealth Service due to reasons including the breakdown or malfunction of its computers, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted or actual acts of terrorism, outbreak of epidemics, an act of God or any circumstances beyond the Bank's control.
- 8.2. Upon request by the Customer, the Bank is hereby authorised to release information relating to the Customer's account, exchange rates or interest rates via telephone or facsimile. Such information / rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank.
The Customer authorises the Bank to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the mobile phone advised by the Customer in the Bank's records), facsimile, or other means of telecommunication (collectively, the "telecommunication instructions") and the Customer agrees that the Bank is authorised to treat any telecommunication instructions which the Bank reasonably believes emanated from the Customer (after taking reasonable steps to verify the identity of the person giving, or the source of, the telecommunication instructions) as fully authorised by the Customer and to rely and act on it accordingly, and the Bank shall not be liable to the Customer for any loss or damage arising in the event such telecommunication instructions in fact emanated from unauthorised individuals.
- 8.3. The Bank may (but shall not be obliged to) act on any instruction without inquiring the identity or authority of the person giving or purporting to give such instruction or the authenticity of any telephone or e-mail or fax message and may treat the same as fully authorised by and binding on the Customer regardless of the amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, and without requiring further confirmation in any form, provided that the Bank officer concerned reasonably believed the instruction to be genuine at the time it was given.
- 8.4. The Customer agrees to keep the Bank and its directors, officers, employees, agents and correspondents ("Bank's Representatives") fully indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by the Bank and/or the Bank's Representatives arising out of anything done or omitted pursuant to any instruction given by the Customer save if caused by the negligence, fraud or default of the Bank.
- 8.5. Notwithstanding anything herein, the Bank is not obliged to accept and act upon telecommunication instructions in respect of the following:
- a) change in account mandate;
 - b) change of authorised signatories;
 - c) grant of Power of Attorney to another person/entity; and/or
 - d) closure of account(s) and transfer of remaining balance.

9. IMPORTANT NOTICE

- 9.1. The Bank may at any time and upon giving twenty one (21) days prior written notice to the Customer, except where otherwise provided under these Terms and Conditions, add, delete or amend any of these Terms and Conditions (including any fees or charges payable by the Customer) and when the said addition, deletion or amendment would take effect provided that the Bank shall not be obliged to give prior notice to the Customer if the Bank reasonably believes that it is not practicable or reasonable to give such advance notice as stipulated above.
- 9.2. Notification to the Customer in respect of any such addition, deletion or amendment ("Amendment") shall be effected through any one of the following means of communication, namely, via electronic means or by ordinary mail to the Customer's last known address or by posting a notice regarding the Amendment at each of the Bank's branches or website or by effecting an advertisement regarding the Amendment in one newspaper of the Bank's choice, or by any other means of notification which the Bank may determine to be appropriate and the Amendment shall be binding on the Customer as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.
- 9.3. The Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer or any partial exercise of any rights, powers, privileges or remedies shall not prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 9.4. These Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank and/or the Customer's death.
- 9.5. These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Bank and the Customer respectively and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.
- 9.6. Where the context so admits, word importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders and vice-versa.

10. FORCE MAJEURE

- 10.1. The Bank shall not be liable to the Customer if it is unable to perform or fails to perform its obligations under these Terms and Conditions, where such delay or failure to perform is caused by a Force Majeure or other perils and any cause or circumstance whatsoever beyond the control of the Bank.
- 10.2. "Force Majeure" means acts of God, fire, explosions, floods, storms, wars, pandemics, riots, civil commotions, sabotage, embargo, strikes, lockouts, work stoppages or other labour disputes.

11. GOVERNING LAW

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia and the Customer hereby submits irrevocably to the non-exclusive jurisdiction of the Courts of Malaysia.