

## Terms & Conditions

YOU HAVE CHOSEN TO ACTIVATE YOUR ACCESS TO MAYBANK2U ONLINE BANKING SERVICES. PLEASE TAKE A MOMENT TO READ THESE TERMS AND CONDITIONS CAREFULLY. TO PROCEED, CLICK ON THE "AGREE AND CONTINUE" BUTTON TO INDICATE THAT YOU HAVE READ AND THAT YOU AGREE TO THE TERMS AND CONDITIONS OF ACCESS AND THE TERMS AND CONDITIONS OF MAYBANK2U ONLINE BANKING SERVICES HEREIN. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS OF THE MAYBANK2U ONLINE BANKING SERVICES, WHETHER VIA INTERNET, MOBILE AND/OR ANY OTHER ELECTRONIC MEDIUM AS MAY BE MADE AVAILABLE BY MALAYAN BANKING BERHAD AND ITS SUBSIDIARIES FROM TIME TO TIME.

### **TERMS & CONDITIONS OF ACCESS (Effective Date: 25<sup>th</sup> June 2016)**

THE FOLLOWING TERMS AND CONDITIONS ("TERMS AND CONDITIONS OF ACCESS") APPLY TO YOUR ACCESS TO AND USE OF THE MAYBANK2U WEBSITE 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.

BY ACCESSING MAYBANK2U OR ANY PAGE OR PART THEREOF, WHETHER VIA THE INTERNET, MOBILE AND/OR ANY OTHER AVAILABLE ELECTRONIC MEDIUM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF ACCESS WITHOUT LIMITATION OR QUALIFICATION.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF ACCESS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO MAYBANK2U.

### **General**

The term "Maybank" as used in these Terms and Conditions of Access 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.

All products and services of the Maybank Group and its partners herein provided are subject to the applicable terms and conditions governing their use. In the event of conflict between these Terms and Conditions of Access and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter will prevail.

These Terms and Conditions of Access may be changed from time to time with twenty one (21) days prior notice via such mode as the Maybank deems appropriate. Your continued access to Maybank2u, whether via the internet, mobile or any other available mode or medium, subsequent to any such change will be deemed as your acceptance to those changes.

For the avoidance of doubt, these Terms and Conditions of Access shall apply to your access to Maybank2u.com.my and/or Maybank2u.com.sg and the use of the Malaysia and/or Singapore website and the services provided by Maybank in Malaysia and/or Singapore and by accessing any page of the Malaysia and/or Singapore website and/or using the services provided by Maybank in Malaysia and/or Singapore, you agree to be bound by the same.

## **Disclaimer**

The materials and information made available via Maybank2u including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by the Maybank Group on an "as is" and "as available" basis. References to material and information contained on Maybank2u include such material and information provided by third parties.

The Maybank Group does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, currentness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of Maybank2u and the material, information and/or functions therein. Further, the Maybank Group does not warrant that access to the whole or part(s) of Maybank2u, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. Except as otherwise expressly stated in these Terms and Conditions of Access and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), the Maybank Group expressly disclaims liability for errors and omissions in such materials, information and/or functions as well as delays, failure or

error of access and/or transmission. Without limiting the above and/or the terms and conditions of the applicable agreements governing all the products and services of the Maybank Group, reasonable measures will nevertheless be taken by the Maybank Group to ensure the accuracy and validity of all information relating to transactions and products of the Maybank Group which originate exclusively from the Maybank Group.

The materials, information and functions provided shall not under any circumstances be considered or construed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

You shall be responsible to evaluate the quality, adequacy, completeness, currentness and usefulness of all services, content, advice, opinions and other information obtained or accessible through Maybank2u. Further you should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.

## **Links**

Links from or to websites outside Maybank2u are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of the Maybank Group. Therefore the Maybank Group shall not be responsible and makes no warranties in respect of the contents of those websites, the third parties named therein or their products and services. Furthermore, the links provided in Maybank2u shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at your own risk and it is advisable for you to read the privacy policy statements (if any) of any websites which are linked to Maybank2u.

## **Copyright**

Unless otherwise indicated, the copyright and its contents, including but not limited to the text, images, graphics, sound files, animation files, video files, and their arrangement, are the property of the Maybank Group, and are protected by applicable Malaysian and international copyright laws. No part or parts of it may be modified, copied, distributed, retransmitted, broadcast,

displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of the Maybank Group.

You also may not, without the Maybank Group's expressed prior written consent, insert a link to Maybank2u or on any other website, frame or "mirror" any material contained in Maybank2u on any other server.

Any such unauthorised reproduction, retransmission or other copying or modification of any of the contents of Maybank2u may be in breach of statutory or common law rights which could be the subject of legal action.

The Maybank Group disclaims all liability which may arise from any unauthorised reproduction or use of the contents of Maybank2u.

## **Trademarks**

All trademarks, service marks, and logos displayed on Maybank2u are the property of the Maybank Group and/or their respective third party proprietors as may be identified on Maybank2u.

Unless the prior written consent of the Maybank Group or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on Maybank2u has been obtained, no license or right is granted to any party accessing Maybank2u to use, download, reproduce, copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of the Maybank Group or the relevant proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to Maybank2u or any other site.

## **Exclusions**

Except as otherwise expressly stated in these Terms and Conditions of Access and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), the Maybank Group and/or its partners shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages arising in connection with your access or use or the inability to access or use Maybank2u (or any third party link to or from Maybank2u), reliance

on the information contained in Maybank2u, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

### **Liability & Indemnity**

You hereby irrevocably agree to be liable for and to indemnify and keep indemnified the Maybank Group from all liabilities, claims, losses and expenses, including any legal fees that may be incurred by the Maybank Group in connection with or arising from:-

- (1) your use or misuse of Maybank2u and the information, products and services provided herein;
- (2) your breach of these Terms and Conditions of Access howsoever occasioned;
- (3) any intellectual property right or proprietary right infringement claim made by a third party against the Maybank Group in connection with your use of Maybank2u; or
- (4) your fraudulent acts.

Your liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:

- (a) a technical breakdown or proven deficiency in the systems and equipment under the full control of Maybank Group; or
- (b) a proven weakness or vulnerability in the security features and controls adopted by the Maybank Group.

### **Miscellaneous**

If any provisions in this Terms and Condition of Access are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions of Access. The remaining provisions shall not be affected.

Any waiver or indulgence granted shall not prevent Maybank from enforcing the other parts of the Terms and Conditions of Access which are unaffected by such waiver or indulgence, or other rights or require Maybank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions and Access.

Any rights not expressly granted herein are reserved.

## **Law and Jurisdiction**

These Terms and Conditions of Access are governed by and are to be construed in accordance with the laws of Malaysia. By accessing Maybank2u and/or using the information, products and/or services provided herein by the Maybank Group, 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 Maybank2u.

The Maybank Group makes no representation that the materials, information, functions and/or services provided on Maybank2u are appropriate or available for use in jurisdictions other than Malaysia.

## **TERMS & CONDITIONS OF MAYBANK2U ONLINE BANKING SERVICES**

**(Effective Date: 25<sup>th</sup> June 2016)**

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND/OR USE OF THE BANKING SERVICES MADE AVAILABLE ONLINE BY MALAYAN BANKING BERHAD AND ITS SUBSIDIARIES, WHETHER VIA INTERNET, MOBILE OR ANY OTHER ELECTRONIC MEDIUM ("MAYBANK2U ONLINE BANKING SERVICES" AS FURTHER DEFINED BELOW).

BY ACCESSING ANY PAGE OR PART OF THE MAYBANK2U WEBSITE AND/OR THE MAYBANK2U MOBILE APPLICATION (RESPECTIVELY AND COLLECTIVELY REFERRED TO AS "MAYBANK2U", AS THE CASE MAY BE) AND/OR USING THE MAYBANK2U ONLINE BANKING SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS 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, POST THE REVISED TERMS AND CONDITIONS ON THE MAYBANK2U WEBSITE. IF YOU CHOOSE TO CONTINUE USING THE MAYBANK2U ONLINE BANKING SERVICES AFTER ANY REVISION TO THESE TERMS AND CONDITIONS, YOU SHALL BE DEEMED TO HAVE ACCEPTED THE REVISED TERMS AND CONDITIONS ACCORDINGLY.

FOR THE AVOIDANCE OF DOUBT, THESE TERMS AND CONDITIONS OF MAYBANK2U ONLINE BANKING SERVICES SHALL APPLY TO YOUR ACCESS TO MAYBANK2U.COM.MY AND/OR MAYBANK2U.COM.SG AND THE USE OF THE MALAYSIA AND/OR SINGAPORE WEBSITE AND THE SERVICES PROVIDED BY MAYBANK IN MALAYSIA AND/OR SINGAPORE AND BY ACCESSING ANY PAGE OF THE MALAYSIA AND/OR SINGAPORE WEBSITE AND/OR USING THE SERVICES PROVIDED BY MAYBANK IN MALAYSIA AND/OR SINGAPORE, YOU AGREE TO BE BOUND BY THE SAME.

IF YOU CHOOSE NOT TO ACCEPT THESE TERMS AND CONDITIONS OR ANY REVISIONS MADE THERETO, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO MAYBANK2U AND/OR USE OF THE MAYBANK2U ONLINE BANKING SERVICES.

## **Definitions**

The following words and expressions carry the following meaning:

### **"Access Codes"**

Means the Access No., Password and/or Username and/or such other confidential authentication information that is required to access and/or use the Maybank2u Online Banking Services, whether in the form of words, codes, numbers, sets of characters or such other form or combination thereof, as may be prescribed by the Bank from time to time.

### **"Card No. or Access No."**

Means the identification number of your Automated Teller Machine (ATM)/Debit Card or Credit card with the Bank or any number issued by the Bank to you for the registration to the Maybank2u Online Banking Services.

### **"Account"**

Means your savings, current, loan, investment, fixed deposit, share trading, designated payment instrument, payment instrument or any other accounts which you may have with the Bank and which may be eligible for access via the Maybank2u Online Banking Services or any of its channel, as may be prescribed by the Bank from time to time.

### **"Account Terms"**

Means the terms and conditions of the relevant Account(s) and/or Third Party Account(s) which may be accessed through the Maybank2u Online Banking Services.

### **"Affiliate(s)"**

Means any third party offering products, services, content and information on Maybank2u.

### **"Bank"**

Means Malayan Banking Berhad, a company incorporated in Malaysia having its registered office at 14th Floor, Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur and includes its subsidiaries and other companies within the Maybank Group and its successors in title and assigns, and where applicable, any of them.



**“Banking Services”**

Means the products and services as made available to you by the Bank and its Affiliates.

**“Bill”**

Means the latest applicable bill, renewal notice, advice and/or payment demand of selected Biller/Payee Corporation, as received by you from a Payee Corporation and which, in the case of the My Statements service, has been registered via the Maybank2u Online Banking Service (and activated by the Bank), in accordance with the terms herein.

**“Biller”**

Means Payee Corporation.

**“Business Day”**

Means any day from Monday to Friday on which the Bank is open for business in Kuala Lumpur, Malaysia.

**“Force Majeure”**

Refers to events or situations beyond the control of the Bank which include but is not limited to:-

- (a) earthquakes, floods, fire, plague, acts of God and other natural disasters; and
- (b) terrorism, riots, civil commotion or disturbances, war whether declared or not, strikes which lasts for three (3) months or more.

**“Instruction”**

Means instruction given by yourself in respect of your Account(s) or any other transaction using the Maybank2u Online Banking Services whether via the Internet, mobile or any other available electronic medium.

**“Internet”**

Means the global network of computers and telecommunications systems which facilitate communication.

**“Maybank2u Online Banking Services”**

Means the Banking Services, made available to you online via the Internet, mobile or any other electronic medium which you may access upon the correct input of your Maybank2U Online

Banking Username and Password or via such other access methods as the Bank may prescribe from time to time.

**“Maybank Group”**

Means the companies within the Maybank group of companies, which are existing now or in the future, owning or owned by or under common ownership either directly or indirectly or controlling, controlled by or under common control with Malayan Banking Berhad;

**“Mobile Banking Application” or “Application”**

Means the software application to be downloaded and installed by you in your Mobile Device for your specific access to the Mobile Banking Service, as may be designated for use by the Bank from time to time.

**“Mobile Banking Service”**

Refers to the Bank’s Banking Services which are made available to you via Maybank2u as may be accessed from your Mobile Device.

**“Mobile Device(s)”**

Means the mobile phone or such other communication device which is used to access the Mobile Banking Service.

**“My Statements”**

Refers to electronic statements of or in relation to Accounts and Bills as more particularly defined in clause 15 herein.

**“Network Service Provider”**

Means any Internet service provider providing connection to the Internet.

**“Designated Payment Instrument / Payment Instrument Agreement”**

Means the agreement as may be entered into between you and the Bank and/or any other bank or third party in relation to any designated payment instruments or payment instruments issued by the Bank and/or such other bank or third party.

**“PIN”**

Means the six digit numeric Person Identification number for an Automated Teller Machine (ATM) /Debit Card or Credit Card issued to you under your Account or the Person Identification number obtained from Maybank branch to be used for the registration to Maybank2u Online Banking Services.

**“Password”**

Means a unique string of characters chosen by you and should be known only to you and recorded in the Bank's computer system, which must be keyed in by you for authentication of your Username and grant of access to the Maybank2u Online Banking Services.

**“Payee Corporation”**

Means the Billers/billing corporations or other relevant corporations approved by the Bank from time to time, whose Bills can be paid by you using the Maybank2u.com Internet Banking Services or in the case of the My Statements service, can also be viewed, saved and printed by you in the form of My Statements.

**“Terms and Conditions”**

Means these Terms and Conditions governing the use of the Maybank2u Online Banking Services.

**“Third Party Account(s)”**

Means your other account(s) with other bank(s), Affiliates, Payee Corporations, or other third parties.

**“Transaction Record”**

Means the Bank's alerts, statements and records of the Instructions, communications, operations or transactions made or performed, processed or effected through the Maybank2U Online Banking Services.

**“Username”**

Means a unique name made up of a string of characters chosen by you which must be keyed in by you in order for the Maybank2u Online Banking Services system to associate the Username with your user profile and Account(s).

## 1. Application to Subscribe to the Maybank2u Online Banking Services.

1.1 You may apply to use the Maybank2u Online Banking Services subject at all times to the Bank's discretion to reject or accept your application.

## 2. Account Terms and Conditions

2.1 When you use the Maybank2u Online Banking Services, you must comply with these Terms & Conditions, the applicable Account Terms, the terms of the Payment Instrument Agreements and other applicable terms relating to the Banking Services.

2.2 Where these Terms and Conditions contradict the terms and conditions referred to in clause 2.1 above, these Terms & Conditions shall prevail to the extent of such contradiction.

## 3. Acceptance of Terms and Conditions

3.1 You agree that the use of the Maybank2u Online Banking Services by you, will constitute your acceptance of these Terms and Conditions as well as your agreement to the inherent risks in conducting any transaction over Maybank2u Online Banking Services. The Bank recommends that you store or print a copy of these Terms and Conditions for your records.

## 4. Equipment, Software and Network Access

4.1 You agree that it is your obligation to maintain the device or terminal used in accessing the Maybank2u Online Banking Services.

## 5. Gaining Access to the Maybank2u Online Banking Services

5.1 If you have an Account with the Bank which you wish to access via the Maybank2u Online Banking Services, you may, unless otherwise prescribed by the Bank, subscribe to the same with the following procedure:

5.1.1 For your registration to Maybank2u, you would be required to key in your Access or Card No. and PIN in the relevant logon page on the Maybank2u.com website.

5.1.2 Upon the successful registration and verification of your Access or Card No. and PIN as well as your acceptance of these Terms and Conditions, you would be required to fill in the

Username, Password, and Email together with TAC (Transaction Authorisation Code) verification. TAC will be sent to your registered mobile number with the Bank.

5.1.3 Upon the on-screen confirmation of your Username, Password, Email and TAC (Transaction Authorisation Code), your access to the Maybank2u Online Banking Services will be activated.

5.2 If you intend to subscribe to the non-Account related Maybank2u Online Banking Services, you will, on the relevant login page of Maybank2u.com, be required to create a unique Username and Password and provide such other information as may be required by the Bank. Upon the on-screen confirmation by the Bank of your Username and Password and your acceptance of these Terms and Conditions, your access to the non-Account related Maybank2u Online Banking Services selected by you will be activated.

5.3 To access the Maybank2u Online Banking Services and unless otherwise prescribed by the Bank, each time you log on you will need to key in:

5.3.1 Your Username; and

5.3.2 Your Password.

5.4 You agree that the Bank has the right to invalidate your Username and Password for the breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of the Maybank2u Online Banking Services and its users where the Bank deems appropriate, and that you will not hold the Bank liable for any loss or damage which you may suffer as a result of such invalidation of your Username and Password.

5.5 You may change your Username and Password at any time but any changes will be effective if accepted by the Bank. You agree that the Bank uses your Username and Password to identify you and acknowledge that you must keep both your Username and Password secret and secure and take reasonable steps to prevent unauthorised access and/or use.

5.6 Once you have logged on, you must not leave the terminal or other devices from which you have accessed the service at any time or let anyone else use it until you have logged off. You are responsible for ensuring that you have logged off the service at the end of each session.

5.7 We may have to request from you your Username, (but not your Password) in order to provide maintenance services to you. If you supply us with your Username, we will keep it confidential. NEVER SUPPLY YOUR PASSWORD TO ANYONE.

## 6. Maybank2u Online Banking Services

6.1 Upon the activation of the Maybank2u Online Banking Services, you will be able to access the Banking Services as the Bank and its Affiliates may from time to time make available to you on Maybank2u.

6.2 When the Bank introduces new products or services under the Maybank2u Online Banking Services, the Bank may provide them on such supplementary terms notified to you.

6.3 Where access is granted to you pursuant to registration made for Non-Account related Maybank2u Online Banking Services, you acknowledge and agree that you will be able to access only the Banking Services you have registered to access.

6.4 You agree and accept that any Instructions which you may issue shall at all times be subject to such limits and conditions as may be fixed or specified by the Bank from time to time at its absolute discretion.

6.5 In cases which involve or require the consent or approval of third parties, the Bank's obligations to perform any Instructions would be subject to such consent and approval being obtained by you.

6.6 You shall ensure that there are sufficient funds at all times available in your Account(s) to perform any of your Instructions.

6.7 You agree that the Bank is entitled to debit your Account(s) to effect any transaction instructed by you.

## 7. Mobile Banking Services

7.1 Upon the successful registration and activation of the Maybank2u Online Banking Service, and in addition to access of the same via the Internet, you will also be able to access applicable Banking Services on your Mobile Device subject to:

7.1.1 the download and installation of the Mobile Banking Application on your Mobile Device; and

7.1.2 the keying in of your Maybank2u Online Banking Service Username and Password.

7.2 The Mobile Banking Service shall only be available for Mobile Devices and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time, and you agree to procure and maintain a Mobile Device and data connection which meet these requirements at your own expense.

7.3 User guidance on the operation of the Mobile Banking Service shall be made available to you within the Mobile Banking Application. You must follow all relevant user guidance whenever you access or operate the Mobile Banking Service.

7.4 The scope, features and functionality of the Mobile Banking Service shall differ from the other Banking Services for other electronic mediums, and may be varied by the Bank from time to time. You agree and acknowledge that certain Banking Services, functions and/or Accounts may not be available on the Mobile Banking Service and these may or may not become available in the future.

#### 7.5 Mobile Banking Application

7.5.1 You acknowledge that your download and use of the Application on your Mobile Device shall be on a non-exclusive and non-transferable basis and is subject always to your agreement to the following additional conditions:

(a) You shall not use the Application for any purpose other than to access your own Account(s) via the Mobile Banking Service on your own Mobile Device;

(b) You shall not download or install the Application into a Mobile Device which you do not own or have exclusive control;

(c) You shall not permit or enable any person to access the Application, or leave your Mobile Device unattended in such a manner as to enable a person to access the Application;

(d) You shall not reproduce, modify or reverse engineer the Application or permit another person to do so;

(e) The Application is made available to you strictly on an "as is" basis, and to the extent as permitted under law and/or regulation, no warranty is made in relation to the Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, you agree that the Bank cannot ensure that the Application will be compatible or may be used in conjunction with any mobile device, and you agree that unless inconsistent with the other expressed provisions herein, you shall not hold the Bank liable for any such incompatibility or for any loss or damage to any mobile device which may be caused by the Application or the installation process.

(f) Device compatibility. The Application currently only works on certain compatible smartphones and other devices as determined by the Bank. The Bank may change the version of the operating system that works with the Application at any time. Some features may not be available on all platforms or operating systems. Detailed information on features, platforms and operating systems is available in the Bank's website.

(g) Application Stores. You shall download the Application from the authorized Apple App Store, Google Play or other application stores that is approved by the Bank.

(h) Updates to the Application may be issued by the Bank from time to time via the Apple App Store, Google Play or other application stores. Depending on the update, you may not be able to use the Application until you have downloaded the latest version of the Application and accepted any new terms.

(i) Security. You shall not install or use the Application on a jail-broken or rooted device. Unauthorised modifications to any mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. The Bank strongly cautions against installing the Application in any hacked mobile devices. The Bank shall not be liable for any losses that is suffered or for any costs that you might incur due to damage or corrupted or failure of device, hardware or software that you use in connection with the Application.

## 7.6 Mobile Information



7.6.1 Certain function (such as uploading content to the Application) shall require access to information on your Mobile Device(s) to work. By using such function, you permit the Application to access your Mobile Device(s) and information.

7.6.2 The Bank may use cookies and similar technologies (herein referred to as “cookies”), to perform authentication when you use the Mobile Banking Service and to improve your experience on the Application. By using the Application, you accept the use of cookies by the Bank. The Bank may use these cookies to collect information about your use of the Application. This information helps the Bank to improve the Application’s performance and to develop and tailor the Bank’s products and services for you and other users.

7.6.3 Use of location data. Certain services of the Application, including the ATM finder, require data of your location, which data will be sent from your Mobile Device. You can turn off this functionality at any time by turning off the location services settings for the Application on your Mobile Device. If you use these services, you shall be deemed to give consent to the Bank and the Bank’s partners’ and licensees’ transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based services. You may withdraw this consent at any time by turning off the location services settings on your Mobile Device or on the Application (for other mobile devices).

## 8. Authorisation

8.1 You hereby authorise the Bank to comply with all Instruction(s) given in respect of the Maybank2u Online Banking Services accessed using your Username and Password as Instruction(s) properly authorised by you even if they may conflict with any other mandate given at any time concerning your Accounts or affairs.

8.2 You agree that such Instruction(s) shall be binding on yourself upon its transmission to the Bank and the Instructions cannot be changed or withdrawn without the Bank’s consent and that the Bank is not further obliged to check the authenticity of such Instruction(s).

## 9. Instructions

9.1 You hereby agree that it is your responsibility to review the Transaction Record pertaining to any Maybank2u Online Banking Services transaction initiated on your Instruction as well as any alerts thereto, in a timely manner and on a regular basis.

9.2 Should you have any reason to believe that an Instruction has not been accurately or completely received by the Bank, you shall officially inform the Bank by any means forthwith and without delay after transmission of the relevant Instruction(s).

9.3 Any Instructions to the Bank for cancellation, revocation, reversal or amendment or clarification of your earlier Instructions, can only be effected, if your request is received and effected before the earlier Instruction is executed.

9.4 The Bank reserves the right at its discretion, to refuse to carry out any of your Instructions where your Instructions are inconsistent with the Bank's policy or laws or for any other reasons.

9.5 Where you give Instructions to the Bank to effect transactions in relation to the Maybank2u Online Banking Services, you shall provide accurate and complete details as required by the Bank.

9.6 The Bank shall not be liable for any failure, delay or shortcoming by any third party howsoever caused with whom you have accounts or otherwise when they are executing the Bank's Instructions to them.

9.7 You agree that all Instructions transmitted by your Mobile Device(s) or otherwise issued by you, though in electronic form:

9.7.1 are written documents, and you agree not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and you hereby waive any such right you may have at law;

9.7.2 are original documents and you agree not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.

## 10. Service Availability

10.1 The Maybank2u Online Banking Services and its available channel(s) are intended to be available 7 days a week, 24 hours a day. You acknowledge however that there may be occasional downtime where the Bank carries out maintenance over its systems and equipment. The Bank will use reasonable efforts to inform you of any or all products and/or services under the Maybank2u Online Banking Services which are not available from time to time.

## 11. Customer's Account and Information

11.1 The Bank does not warrant the accuracy of any information pertaining to your Account(s), Third Party Account(s) or transactions as reported through the Maybank2u Online Banking Services.

11.2 You agree that the information pertaining to your Account(s), Third Party Account(s) or transactions as reported through the Maybank2u Online Banking Services shall not for any purpose whatsoever be taken as conclusive of the status of your Account(s), Third Party Account(s) or transaction.

11.3 The Bank will issue you such statements of account as agreed in the Bank's Account Terms.

11.4 You must ensure that the information you provide to us in relation to you, your Account(s), Third Party Account(s) or your use of the Maybank2u Online Banking Service are true, complete and updated. In the event that there are any changes to your information and details, you shall notify the Bank immediately.

11.5 You acknowledge that the Bank shall not be liable for and that you shall indemnify the Bank for any loss or damage that may arise due to your failure or delay to keep the Bank updated as to any changes to your information and details pertaining to you, your Accounts, Third Party Accounts or your use of the Maybank2u Online Banking Services.

## 12. Bill Payment

12.1 The Bill payment services of the Bank shall be used only for the purpose of settling Bills to Payee Corporations as may be registered with and/or approved by the Bank from time to time. You hereby agree to abide by the then current procedures, requirements and terms of each Payee Corporation in respect of settling their respective Bills.

12.2 You agree to inform the Bank, in the form, mode and/or manner as instructed by the Bank on the Maybank2u.com website, of any changes to your Third Party Account(s) and particulars as registered with a Payee Corporation prior to settling any Bill of the said Payee Corporation.

12.3 The Bank shall indemnify you for any direct loss suffered by you in the event the Bank fails due to its gross negligence or wilful default to make payment to the relevant Payee Corporation on the due date after being instructed by you.

12.4 The Bank shall not be under any duty to ensure punctual payments of Bills by you and neither shall the Bank be under any duty to monitor payment of Bills or to notify any person of the late payment for any Bills.

12.5 The Bank will not be under any duty to assist in resolving any dispute you might have with any Payee Corporation and you are to resolve the same directly with the relevant Payee Corporation.

### 13. Fund Transfer

13.1 Transfer of funds to either your own Account or an account of a third party which is maintained with the Bank, will be transacted and received by the payee.

13.2 Fund Transfer Instructions shall be subject to such limits and conditions as imposed and/or revised by the Bank or relevant authorities at their absolute discretion from time to time.

13.3 Fund Transfer Instructions where you are transferring funds to your own account or the accounts of third parties with any other bank shall also be subject to the terms and conditions and/or approval of the bank with which that other account is maintained. For the avoidance of doubt, this Fund Transfer service shall be available for the transfer of funds to your own account or the accounts of third parties with such bank(s) as may be determined by the Bank from time to time.

13.4 You acknowledge and agree that the Bank shall not be responsible or liable for any delay or failure to effect Fund Transfer where the beneficiary bank to which the Fund Transfer is made to has delayed, rejected, refused or is otherwise unable to accept such Fund Transfer. Upon the Bank's knowledge of such failure, the Bank will immediately or as soon as practicable inform you of such delay, rejection, refusal or otherwise non acceptance of such Fund Transfer.

### 14. Online Stocks

14.1 All opinions, information and recommendations on investments are not developed or endorsed by the Bank, and they shall not be construed as amounting to offers, invitations or solicitation to buy or sell the investments concerned.

14.2 The Bank does not offer and/or recommend any advice on investments nor does it offer any investment or financial or financial planning advice.

14.3 You agree that all orders or transactions made by you through the Maybank2u Online Banking Services shall be subject to the rules and regulations and standard practice instructions of the Bank, Rules and Regulations of the Bursa Malaysia, regulations relating to the Fixed Delivery and Settlement System, Rules of the Bursa Malaysia Depository Sdn Bhd, Capital Markets and Services Act 2007 and any other relevant regulations governing the purchase and sale of shares quoted on the Bursa Malaysia in force at any time.

14.4 You agree that information on share trading provided under the Maybank2u Online Banking Services has been independently obtained from sources believed by the Bank to be reliable but its accuracy, completeness and currency is not guaranteed by the Bank. You are advised to seek advice from relevant consultants and professionals before acting upon any information made available or accessed via the Maybank2u Online Banking Services.

14.5 You hereby agree and acknowledge that the Bank gives no warranty or guarantee of any kind, expressed or implied regarding the accuracy or relevancy or completeness of the information furnished for the share trading service nor the accuracy of any transmitted order and/or instruction to cancel such order.

## 15. e-Statements/My Statements service

### 15.1 Description of My Statements service

15.1.1 The My Statements service allows customers of the Bank that have subscribed to the Maybank2u Online Banking Service to view, save and print in PDF format or such other format as may be made available by the Bank from time to time, the My Statements of the customer subject to the terms herein.

15.1.2 My Statements are an electronic version of the paper statements, notices, advice or reminders mailed or otherwise provided to the Bank's customers by the Bank or by the relevant Biller that are made available via the Maybank2u Online Banking Service in a form either identical in full or in part, to the paper version of the said statements, notices, advice or reminders, and/or in a summary form (as applicable).

15.1.3 Notwithstanding 15.1.2 above, you acknowledge that the Bank will not provide My Statements in the form of Account statements to customers who are not previously entitled to the paper statements of the same under the applicable rules of the said Account, although My Statements in the form of notices, advice and reminders may still be provided in relation to the said Account, at the Bank's discretion.

## 15.2 Accessing My Statements

15.2.1 My Statements of Accounts and Bills will be provided to you periodically in accordance with its applicable statement cycle (if any) or from time to time at the Bank's discretion, via the My Statements service when you connect to the Maybank2u.com Online Banking Services.

15.2.2 Prior to your access and view of My Statements of Bills however, you are required to register the particular Bill via the My Statements service. My Statements are available only in relation to registered Bills that are confirmed by the Bank as being "Activated".

15.2.3 In registering Bill(s) under the My Statements service you:

(a) expressly consent to the relevant Biller providing or making available to the Bank the Bill(s) and the details and information therein;

(b) expressly consent to the Bank's utilisation of the details and information of the Bill(s) in the provision of the My Statements service and to the same being accessible by the Bank and its Affiliates and sub-contractors who are involved in the provision of the My Statements service;

(c) undertake that you have all necessary rights and consents to access and view the Bill(s) and all details therein and where applicable make payment in relation thereto;

(d) undertake that you have all necessary rights and authorisations to provide the consents stipulated in (a) and (b) above.

(e) You acknowledge that confirmation of the successful or non-successful activation of a Bill will only be provided by the Bank upon the Bank's receipt of a response from the relevant Biller in relation to such Bill registration. Where no response is received from the relevant Biller, the status of the registration will remain as 'pending' until such time as the same is removed by the system from your My Bills summary page in which event you will need to, if you wish to proceed, repeat

the process for registration of the relevant Bill as stipulated in (c) above. In no circumstance will the Bank be liable for any delay or failure in the provision of confirmation of the successful or unsuccessful activation, or as the case may be, of the deregistration of a Bill.

(f) In any event, you acknowledge that activation of a Bill will ultimately be at the Bank's discretion and the Bank shall be entitled to reject a registered Bill under the My Statements Service without liability and without obligation to provide reasons for such decision.

(g) In the event that you no longer wish to access and view the My Statements in relation to an activated Bill, you may deregister the Bill in accordance with the procedure for deregistration under Maybank2u. My Statements in relation to such Bill will cease to be available for access and view upon confirmation of such deregistration being provided to you by the Bank.

(h) You acknowledge that any payments made by you based on the My Statements will be made under Maybank2u Online Banking Service and are subject to the Terms and Conditions herein.

(i) Under the My Statements service you will be able to view, save and/or print My Statements up to a prescribed period which, unless otherwise specified by the Bank, will depend on the applicable statement cycle (if any) as available at Maybank2u. For example, if the statement cycle is on a daily basis, My Statements may be available for up to thirty (30) days prior thereto or where the statement cycle is on a monthly basis, My Statements may be available for the current month and the previous two (2) months that you have been enrolled in the Service. Availability of My Statements in the form of notices, advice, reminders or any other forms of My Statements with no fixed cycle however will be for such period as may be at stipulated by the Bank from time to time.

(j) You will need Adobe Acrobat Reader v. 7.0 or the then current version of the same in order to view, print, and/or save your My Statements in PDF format.

## 16. Confidentiality

16.1 You accept that you will be responsible for the confidentiality and use of your Access Codes and that you shall at no time and under no circumstances share, disclose or reveal your Access Codes to anyone including the staff of the Bank.

16.2 You undertake to observe all security measures prescribed by the Bank concerning your Access Codes or generally in respect of the use of the Maybank2u Online Banking Services.

16.3 Should you have any reason to believe that any of your Access Codes and/or where applicable, Mobile Device(s), have been misused and/or compromised by disclosure, discovery or howsoever, you must inform the Bank immediately.

16.4 Should you receive any data and information through the Maybank2u Online Banking Services which is not intended for you, you agree that all such data or information shall be deleted from your computer system/Mobile Device or other relevant devices immediately and that you will officially notify the Bank by any means forthwith without delay

## 17. Disclosure of Customer's Information

17.1 The Bank and each of its Affiliates agree not to disclose to third parties any financial information you have provided or that the Bank and/or its Affiliates have obtained about Account(s) and the transactions thereunder unless it is:

17.1.1 to comply with laws and regulations or appropriate government agency or court orders or requests;

17.1.2 to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;

17.1.3 when it is necessary to complete a transaction;

17.1.4 to provide services relating to your Account or if consented to by you to offer other products and services and to such service providers relating thereto (if any);

17.1.5 in connection with examination by banking authorities;

17.1.6 with your written permission;

17.1.7 to other entities within the Maybank Group.

17.2 You understand that while the Bank will use its best endeavours to ensure that all information transmitted or received using the Maybank2u Online Banking Services is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted or received by you using the Maybank2u Online Banking Services.



## 18. Limitation of Liabilities

18.1 You acknowledge that the Bank and its Affiliates make no warranties of any kind with respect to the Maybank2u Online Banking Services, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) the Maybank Group and its Affiliates expressly disclaims liability with respect to any delays, failure or error in your use of the Maybank2u Online Banking Services. No oral or written information or advice given by the Bank, its Affiliates or the Bank's employees shall create a warranty or in any way increase the scope of this warranty, and you may not rely on any such information or advice.

18.2 EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE TERMS AND CONDITIONS AND TO THE EXTENT PERMITTED UNDER LAWS AND REGULATIONS (WHICH INCLUDES ANY GUIDELINES, CIRCULARS OR RULES ISSUED BY RELEVANT GOVERNING BODIES), THE MAYBANK GROUP AND/OR ITS AFFILIATES SHALL IN NO EVENT BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON AS A CONSEQUENCE OF ACCESSING OR USING THE MAYBANK2U ONLINE BANKING SERVICES. Specifically for My Statements Service, this includes (but is not limited to) loss or damage arising from:

18.2.1 any inaccuracies, or errors in any data or information in your My Statements or otherwise provided or made available via the Maybank2u Online Banking Service;

18.2.2 the failure to view, save, print or download your My Statements due to limitations of the service or any failure of the Maybank2u Online Banking Service or any part thereof for any reason;

18.2.3 the corruption, loss of or error in any data or information provided by Billers or other party other than the Bank for incorporation in your My Statements for any reason;

18.2.4 any unauthorised use of the My Statement service and/or intrusion, interference or attack on Maybank2u.com or your Maybank2u Online Banking Service by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.

18.3 Due to the nature of the Maybank2u Online Banking Services, and except as otherwise expressly stated in these Terms And Conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies) the Bank will not be responsible for any loss of or damage to your data, software, equipment, network access or other equipment used to access the Maybank2u Online Banking Services.

## 19. Proprietary and Intellectual Property Rights

19.1 You acknowledge that all proprietary rights and intellectual property rights in the Maybank2u Online Banking Services (including without limitation, the Maybank2u Online Banking Services) belongs to the Bank or, where applicable, its Affiliates at all times.

19.2 Other than information related to your Account(s) and Bill(s), all content available on the Maybank2u Online Banking Service (including its arrangement) is the property of the Bank or the relevant Biller or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. Your usage of the Maybank2u Online Banking Service does not grant you a license or right to use any Maybank2u.com trademark without the express written approval of the Bank. In addition, your usage of the Maybank2u Online Banking Service does not grant you a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

## 20. Fees and Charges

20.1 You acknowledge that the Bank shall subject to giving you twenty one (21) days prior notice, be entitled to levy or impose service charges or transaction fees and/or revise them from time to time in respect of your use of or access to the Maybank2u Online Banking Services or any part thereof.

20.2 You acknowledge that you are responsible for all charges imposed by service providers in enabling you to access and/or connect to the Maybank2u Online Banking Services. You are also responsible for any fees and charges imposed by any Network Service Provider.

20.3 Subject to the Account Terms of your Account(s), you acknowledge that the Bank reserves the right to debit your relevant Account(s) for any amounts due under clause 20.1, 20.2 and any Government charges, stamp duties or taxes payable as a result of the use of the Maybank2u Online Banking Services.

## 21. International Use

21.1 The use of the Maybank2u Online Banking Services outside of Malaysia is subject to the Exchange Control Regulations of Bank Negara Malaysia or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested; and the laws and regulations of Malaysia and the country where the transaction is effected or requested.

21.2 The maximum amount of a transaction and the purpose for which it is effected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.

21.3 You hereby agree that you are using the Maybank2u Online Banking Services at your own initiative and are responsible for your compliance with local laws.

## 22. General

22.1 You hereby agree to examine all the Bank's alerts, statements and records of the Instructions, communications, operations or transactions made or performed, processed or effected through the Maybank2u Online Banking Services (as accessed and used via your Password and Username) regularly and in a timely manner and you hereby undertake to notify the Bank forthwith and without delay of any errors, irregularities, discrepancies, claims or unauthorised items or transactions. You acknowledge that your failure or delay to provide such notification forthwith shall be deemed as your conclusive agreement and acceptance that all matters contained in the alerts, statements and records are true and accurate in all respects and shall be binding on you for all purposes whatsoever and conclusive evidence of the transaction and your liability to the Bank. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of your rights (if any) to so object.

22.2 You agree that the Bank has the absolute right to require you to maintain a minimum balance at any one time in your Account(s). Your failure to maintain such a minimum balance as required by the Bank could at the Bank's discretion result in a penalty being imposed against you or lead to a suspension or termination of the Maybank2u Online Banking Services as provided for in clause 23.

22.3 Any Instructions transmitted by you after the relevant cut-off time on any day will be posted in the books and records of the Bank on or for the next Business Day following the date of the Instruction.

22.4 You shall not be entitled to use the Maybank2u Online Banking Services, if there exists any restrictions whatsoever in relation to your Account(s) or Third Party Account(s) either imposed by the Bank or by any relevant authorities.

22.5 The provisions of our Maybank2u kiosks and all computer devices and/or terminals (Property) available for your use at our branches are specially for your use and access of the Maybank2u Online Banking Services only and you shall not use the Property for or in connection with any illegal purpose or activity.

## 23. Suspension or Termination of Services

23.1 Notwithstanding anything herein to the contrary, the Bank may at any time, suspend or terminate your right of access to the Maybank2u Online Banking Services or any part thereof or of any medium it is made available under, for the breach or potential breach of any terms herein, laws and/or regulations and/or to ensure or maintain the security of the Maybank2u Online Banking Services and its users where the Bank deems appropriate.

23.2 The Bank will automatically terminate your right of access to the Maybank2u Online Banking Services or to any medium it is made available under (as applicable), should you cease to maintain any Account(s) with the Bank which can be accessed via the Maybank2u Online Banking Services or the applicable medium or should your access to such Account(s) be restricted by the Bank or any other party for the breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of the Maybank2u Online Banking Services and its users where the Bank deems appropriate.

23.3 In the event that you do not login to the Maybank2u Online Banking Services for a continuous period of three (3) months, your Maybank2u Online Banking Services access will be deemed inactive and subsequently, in the event it remains idle for a period of six (6) months from your last login, your Maybank2u access will be automatically deactivated.

23.4 You may terminate the Maybank2u Online Banking Services by giving prior notice to the Bank. The Maybank2u Online Banking Services will be cancelled within seven (7) days from the date of the Bank's receipt of the notice of termination and you agree that the Bank shall not be obliged to effect any of your Instructions received on any day falling after the receipt of your notice of termination.

23.5 Except in the instances as stated above, the Bank reserves the right to terminate the Maybank2u Online Banking Services provided the Bank gives you twenty one (21) days prior written notice.

23.6 You acknowledge that termination will not affect your liability or obligations in respect of Instructions provided to and/or processed by the Bank on your behalf.

#### 24. Indemnity

24.1 You hereby agree to be liable for and to indemnify and keep the Bank indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of:

24.1.1 your breach or violation of these Terms and Conditions or any third party rights;

24.1.2 your use or purported use of the Maybank2u Online Banking Services;

24.1.3 your fraudulent acts;

24.1.4 your disclosure of Access Codes to any other person or in any emails or on other websites;

24.1.5 your failure to take reasonable steps to keep the Access Codes private and/or secure at all times; or

24.1.6 your failure to report a breach, disclosure or compromise of the Access Codes as soon as reasonably practicable upon being aware of the breach or loss respectively.

24.2 Your liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:

24.2.1 Maybank Group's failure to notify you of your obligations to ensure the confidentiality and security of your Security Details, as well as of your obligation to immediately inform Maybank Group in the event a breach, disclosure or compromise of the same;

24.2.2 Maybank Group's failure to provide you with adequate means to notify Maybank of any unauthorized or disputed transactions;

24.2.3 a technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;

24.2.4 a proven weakness or vulnerability in the security features and controls adopted by the Bank;

24.2.5 transaction(s) that occurred after the Bank has been notified by you of an unauthorised transaction or of the breach, disclosure or compromise of any Access Codes provided that the said breach, disclosure or compromise was not due to your own act or omission;

24.2.6 transaction(s) that occurred immediately prior to the Bank being notified by you of the unauthorised transaction or of the breach, disclosure or compromise of any Access Codes provided that the said breach, disclosure or compromise of the Access Codes was not due to your own act or omission and that the notification was made forthwith and without delay; and

24.2.7 transaction(s) that occurred prior to you receiving any Access Codes in relation to the transaction; or

24.2.8 where applicable, Access Codes that are forged, faulty, expired or cancelled provided that they are not due to your own acts or omissions.

## 25. Notices

25.1 You hereby consent to all notices and other communications which concern the Maybank2u Online Banking Services or are required under these Terms and Conditions or may be given by the Bank in any one of the following manners:

25.1.1 By ordinary post to your last address in the Bank's records and such notification shall be deemed received two (2) days after posting.

25.1.2 By electronic mail to your last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending.

25.1.3 By being displayed on the Bank's premises and such notification shall be deemed effective upon such display.

25.1.4 By way of advertisement made once in any national newspaper and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper.

25.1.5 By inserting a notice in the Bank's Statement of Account to you and such notification shall be deemed effective two (2) days after the date of posting of the notice contained in the Statement of Account to you.

25.1.6 Broadcasting a message on the Maybank2u.com website or Mobile Banking Application.

25.1.7 By notification to you in any other manner as the Bank deems fit.

25.2 All notices to the Bank concerning the Maybank2u Online Banking Services and these Terms and Conditions shall be in writing, signed by you and sent to the Bank at the following address or in such other way as the Bank may notify you from time to time:

**Malayan Banking Berhad**

Service Fulfilment Unit  
Virtual Banking & Payment  
Maybank Group Customer Care  
Lot 12 Jalan Astaka U8/84  
Seksyen U8, Bukit Jelutong  
40150 Shah Alam  
Selangor Darul Ehsan

Telephone no.: 1300-88-6688  
Overseas telephone no.: +603-78443696  
Fax no.: 1300-88-8899  
Email address: mgcc@maybank.com.my

**26. Force Majeure**

26.1 The Bank shall not be liable to me/us or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if the Bank is unable to perform any of its obligations hereunder or to provide any of the services due to Force Majeure.

**27. Severability and Waiver**

27.1 If any Terms and Condition are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.

27.2 Any waiver or indulgence granted shall not prevent the Bank from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or other rights or require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.



## 28. Variations

28.1 You acknowledge that among others to ensure the smooth and efficient provision of the Maybank2u Online Banking Services and/or to improve the Maybank2u Online Banking Services, the Bank shall have the right and discretion to make such amendments and modifications as it deems necessary to:

28.1.1 the procedures and processes applicable to the Maybank2u Online Banking Services (i.e. procedure for registration of the Maybank2u Online Banking Services, acceptance of the Terms and Conditions, registration and activation of Bills, etc.); and

28.1.2 the trade or service names used in relation to the Maybank2u Online Banking Services (i.e. My Statements, My Bills, etc.) as referred to in these Terms and Conditions. Notwithstanding the same, you hereby agree that pending actual changes being effected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to the Maybank2u Online Banking Services whereby the amended or modified procedures and processes and/or new trade or services names shall be deemed to replace the previous procedures and processes and/or new trade or services names, accordingly.

## 29. Dispute and Enquiries

29.1 If you have any enquiries or require any assistance, please refer to our helpdesk at 1-300-88-6688 or +603-7844 3696 (if you are overseas). In addition, you are advised to review our Privacy Policy, Security Statement and Client Charter in this website.

29.2 In the event that you have any complaints and/or disputes arising from the Maybank2u Online Banking Services and these Terms and Conditions, please refer the matter to the Bank at the address stated in clause 25.2.

29.3 You shall specify the nature of your query, complaint and/or dispute and such other details or information as may be required by the Bank and such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with the Bank's complaints and dispute resolution procedure.

29.4 In relation to the My Statement service, where the query, complaint and/or disputes are the results of errors, acts or omissions of the Biller, the matter shall be escalated to the relevant Biller

in which event all such queries, complaints and disputes are to be settled between the Biller and you. The Bank's role in relation thereto shall be limited to the provision of relevant information only.

29.5 You undertake that any such complaints and/or disputes made by you are true and legitimate and you acknowledge that you will be liable to the Bank in relation to false or fraudulent complaints or claims.

### 30. Law and Jurisdiction

30.1 These Terms and Conditions will be governed by the Laws of Malaysia and you hereby consent and submit to the exclusive jurisdiction and venue of the courts in Malaysia in all disputes arising out of or relating to the use of the Maybank2u Online Banking Service.