

Maybank2u Pay TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

- (a) The terms and conditions herein and any revisions or amendments thereto ("**Terms and Conditions**"), are applicable to the access and use of the banking products and services made available online by Malayan Banking Berhad ("**the Bank**") and its subsidiaries, whether via the internet, mobile or any other electronic medium (herein referred to as "**Maybank2u Pay**"), to its small business customers which includes (but is not limited to) the following:
- (i) Sole proprietorship
 - (ii) Partnerships
 - (iii) Professionals
 - (iv) Private limited companies (Sdn Bhd)
 - (v) Clubs, societies and associations (herein referred to as "**the Customer(s)**").
- (b) These Terms and Conditions shall apply upon the successful application and first time login to Maybank2u Pay by any user of the Customer and shall continue to be binding on the Customer and all its users until termination of the Customer's subscription to Maybank2u Pay in accordance with these Terms and Conditions.
- (c) From time to time, the Bank may need to revise these Terms and Conditions, in which case the Bank shall give twenty one (21) days prior notice via such mode as the Bank deems appropriate. If the Customer chooses to continue using Maybank2u Pay after any revision to these Terms and Conditions, the Customer shall be deemed to have accepted the revised Terms and Conditions accordingly. If the Customer does not agree to the revisions, the Customer shall terminate its subscription to Maybank2u Pay by giving the Bank twenty one (21) days notice in writing prior to the intended termination date in accordance with the terms herein and cease all use of Maybank2u Pay.
- (d) For as long as the Customer subscribes to Maybank2u Pay, the Customer and all its users shall comply with these Terms and Conditions as well as the terms and conditions governing:
- (i) the Customer's banking account, designated payment instrument, payment instrument or any other accounts which the Customer has with the Bank (hereinafter referred to as "**Accounts**") as may be linked/accessed via Maybank2u Pay; or
 - (ii) the Customer's any other accounts with other banks, affiliates, billers or Merchant corporations or any other third party (herein referred to as "**Third Party Accounts**") as may be linked/accessed via Maybank2u Pay.
- (e) Where there is a conflict between these Terms and Conditions and the terms and conditions of the Accounts or Third Party Accounts which may be accessed through Maybank2u Pay (hereinafter referred to as "**Account Terms**") as referred to in Clause 1 (d) above, these Terms and Conditions shall prevail to the extent of such contradiction.
- (f) The Customer agrees that in addition and without prejudice to any provisions herein, these Terms and

Conditions shall be governed by and subjected to the rules, regulation and guidelines from time to time issued by Bank Negara Malaysia and other relevant bodies made pursuant to applicable laws.

- (g) The Customer further agrees that the availability and the continued availability of Maybank2u Pay and any collection offered by the Bank hereunder, whether now or in the future shall be dependent upon and subject to the said rules, regulations and guidelines.
- (h) Where the Customer operates a current or deposit Account with the Bank for the purpose of among others, holding or receiving monies on account of a person for whom the Customer is acting for, either as a solicitor or in connection with the Customer's practice (hereinafter referred to as "**Client's Account**") the Customer further agrees and undertakes that the Customer shall at all times comply and be solely responsible for the compliance of Rule 8(4) of the Solicitors' Account Rules 1990 as well as the Part F of Notice 4 on Payments of Notices on Foreign Exchange Administration Rules by Bank Negara Malaysia in relation to (among others) the segregation of funds between its resident and non-resident clients.

2. REGISTRATION & APPLICATION PROCESS

- (a) To apply for Maybank2u Pay, the Customer shall be required to "Create Account" to have access to the Maybank2u Pay portal on <https://www.m2upay.maybank.com.my> by registering their respective email address as an username and password. For the avoidance of doubt, the term "Username(s)" and "Password(s)" shall have the following definitions:
- (i) "**Username**" refers to an email address which must be keyed in by the said user in order for the Maybank2u Pay's system to associate the Username with the Customer's profile and Account(s)
 - (ii) "**Password**" refers to a unique string of characters (8 characters, alphanumeric with at least one uppercase) created by each of the Customer's user and should be known only to the said user and recorded in the Bank's computer system, which must be keyed in by the relevant user for authentication of his/her Username and grant of access of Maybank2u Pay to the Customer.
- (b) The Customer agrees that the Bank has the right to invalidate any of its Customer's user(s)' 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 Maybank2u Pay where the Bank deems appropriate, and that the Customer shall not hold the Bank liable for any loss or damage which the Customer may suffer as a result of such invalidation of any or all of the Username and Password of the Customer's user(s).
- (c) The Customer's user(s) may change any of its Username and Password at any time but any

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changes shall be effective only if accepted by the Bank. The Customer agrees that the Bank is permitted to use the Username and Password to verify the Customer and its users and the Customer undertakes to ensure that its users shall keep their respective Username and Password confidential and secure and to take reasonable steps to prevent any unauthorised access and/or use.

- (d) Once the Customer's user(s) have logged on, the said user(s) must not leave the terminal or other devices from which s/he has accessed the service at any time or let anyone else use it until the said user has logged off. The Customer is responsible for ensuring that each of its user(s) has logged off the service at the end of each session.
- (e) The Bank may have to request any of the Customer's user(s)' Username, (but not their Password) in order to provide maintenance services to the Customer. If the Customer, whether via its users or otherwise supplies the Bank with its Username of any of its users, the Bank shall keep it confidential. **THE CUSTOMER AND ITS USERS ARE CAUTIONED TO NEVER DISCLOSE OR SHARE ANY OF THEIR PASSWORDS TO OR WITH ANYONE.**
- (f) Once the access has been created, the Customer shall be required to "LOGIN" to register as a Merchant by completing an online Merchant application form and submit the application.
- (g) Upon submission, the Bank shall assess and review the application accordingly and thereafter, either accept or reject the Customer's application without the need to assign any reason or provide information thereto, at its sole and absolute discretion.
- (h) Where the Bank approves an application, the Bank shall issue the following documents:
 - (i) Letter Offer
 - (ii) Agreement
 - (iii) and/or Letter of Debit Authorisation
 - (iv) and/or Letter of Guarantee
- (i) The Customer shall be required to login to Maybank2u Pay portal for their e-acceptance. The Bank then will give an instruction to guide the Customer's what needs to be done for the next steps.
- (j) Upon receiving the original documents, the Bank shall issue a Payee Code that is unique to the individual Customer. With the Payee Code, the Customer may proceed to integrate with M2U system for payment collection. For avoidance of doubt, Payee Code refers to a unique identifier for each Customer.
- (k) When the Bank introduces new products or services under Maybank2u Pay, the Bank may provide them on such other supplementary terms as may be notified to the Customer.
- (l) The Customer agrees and accepts that any instructions given by the Customer and its users in respect of the Customer's Account(s) or any other transaction, using Maybank2u Pay (hereinafter referred to as "**Instructions**") 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.

- (m) 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 beforehand by the Customer.

3. AUTHORISATION

- (a) The Customer agrees that the Bank is entitled to debit the Customer's Account(s) being service charges and/or any other related charges.
- (b) The Customer hereby authorises the Bank to comply with all Instruction(s) given by its users via the use of their respective Username and Password, and such Instruction(s) are deemed to be Instruction(s) properly authorised by the Customer even if they may conflict with any other mandate given at any time concerning the Customer's Accounts or affairs.
- (c) The Customer agrees that such Instruction(s) shall be binding on the Customer 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).

4. INSTRUCTIONS

- (a) The Customer hereby agrees that it is the Customer's responsibility to review the Bank's alerts, statements and records of the Instructions, communications, operations or transactions made or performed, processed or effected through Maybank2u Pay (hereinafter referred to as "**Transaction Record**") pertaining to any Maybank2u Pay transaction initiated on the Customer's Instruction as well as any alerts thereto, in a timely manner and on a regular basis.
- (b) Should the Customer or any of its users have any reason to believe that an Instruction has not been accurately or completely received by the Bank, the Customer shall officially and immediately inform the Bank by any means without delay after transmission of the relevant Instruction(s).
- (c) Any Instructions to the Bank for cancellation, revocation, reversal or amendment or clarification of the Customer's earlier Instructions, can only be effected, if the Customer's request is received and effected before the earlier Instruction is executed.
- (d) The Bank reserves the right at its discretion, to refuse to carry out any of the Customer's Instructions where the Customer's Instructions are inconsistent with the Bank's policy or laws or for any other reasons.
- (e) Where the Customer via any of its users, gives Instructions to the Bank to effect transactions in relation to Maybank2u Pay, the Customer shall provide accurate and complete details as required by the Bank.
- (f) The Bank shall not be liable for any failure, delay or shortcoming by any third party howsoever caused with whom the Customer has accounts or otherwise

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when they are executing the Bank's Instructions to them.

- (g) The Customer agrees that all Instructions issued by the Customer's user(s), though in electronic form:
- (h) are deemed written documents, and the Customer agrees not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and the Customer hereby waive any such right the Customer may have at law;
- (i) are deemed original documents and the Customer agrees not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form.

5. SERVICE AVAILABILITY

- (a) Maybank2u Pay is intended to be available 7 days a week, 24 hours a day. The Customer acknowledges however that there may be occasional downtime where the Bank carries out maintenance over its systems and equipment and the Bank shall not be liable for the occurrence of any such downtime. The Bank will use reasonable efforts to inform the Customer of any or all products and/or services under the Maybank2u Pay which are not available from time to time.

Further, where a transaction involves access or use of systems of third party service providers, the Customer acknowledges that the operating hours will depend on the availability of those systems.

6. CUSTOMER'S ACCOUNT AND INFORMATION

- (a) The Bank shall endeavour to ensure the accuracy and currentness of information pertaining to the Customer's Account(s), or transactions as reported through Maybank2u Pay. However due to time delays, glitches and other similar system delays or errors that may occur, we are unable to warrant the accuracy and currentness of the said information and the Bank shall not be liable for any such inaccuracy. The Customer is advised to regularly review any alerts, statements or notices issued or made available by the Bank, to ensure that there are no errors, irregularities, discrepancies, claims or unauthorised items or transactions, regularly and from time to time, as required under Clause 18 hereinbelow.
- (b) The Customer must ensure that the information the Customer provides to the Bank in relation to the Customer, the Customer's Account(s), Third Party Account(s) or the Customer's use of the Maybank2u Pay are true, complete and updated. In the event that there are any changes to the Customer's information and details, the Customer shall notify the Bank immediately in writing.
- (c) The Customer acknowledges that the Bank shall not be liable for and that the Customer shall indemnify the Bank for any loss or damage that may arise due to the Customer's failure or delay to keep the Bank updated as to any changes to the Customer's information and details pertaining to the Customer, the Customer's Accounts, Third Party Accounts or Customer's use of the Maybank2u Pay.

7. CONFIDENTIALITY

- (a) The Customer accepts that the Customer and its user(s) shall be responsible for the confidentiality and use of each user(s)' Username, and/or Password (hereinafter collectively referred to as "Access ID") and neither the Customer nor its users shall at any time and under any circumstances share, disclose or reveal the Access ID to anyone including the staff of the Bank.
- (b) The Customer and its users shall observe all security measures prescribed by the Bank concerning the Access Codes or generally in respect of the use of Maybank2u Pay.
- (c) Should the Customer or its users have any reason to believe that any of the Access Codes have been misused and/or compromised by disclosure, discovery or howsoever, the Customer must inform the Bank immediately.
- (d) Should the Customer and its users receive any data and information through Maybank2u Pay which is not intended for the Customer, the Customer agrees that all such data or information shall be deleted from the Customer's computer system or other relevant devices immediately and that the Customer shall immediately notify the Bank by any means without delay.

8. DISCLOSURE OF CUSTOMER'S INFORMATION

- (a) The Bank and each of its affiliates agree not to disclose to third parties, any financial information or information relating to the affairs or account(s) of the Customer, that the Customer has provided or that the Bank and/or its affiliates have obtained about the Account(s) and the transactions thereunder unless it is:
 - (i) to comply with a court order or directive or request made by an enforcement agency in Malaysia under any written law for the purposes of investigation or prosecution of an offence under any written law;
 - (ii) required by the Inland Revenue Board of Malaysia under section 81 of the Income Tax Act 1967 for purposes of facilitating exchange of information pursuant to taxation arrangements or agreements having effect under section 132 or 132A of the Income Tax Act 1967.
 - (iii) in relation to the performance of any supervisory duties by a relevant authority outside Malaysia which exercises functions corresponding to those of Bank Negara Malaysia under the Financial Services Act 2013 or the Islamic Financial Services Act 2013;
 - (iv) in relation to the conduct of centralised functions, which include audit, risk, management, finance or information technology or any other centralised function within the Bank's group of companies (where applicable);
 - (v) in relation to a due diligence exercise approved by the board of directors of the Bank in connection with merger and acquisition, capital

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raising exercise or sale of assets or whole or part of business;

- (vi) for the performance of functions of the Bank which are outsourced;
 - (vii) necessary to complete a transaction;
 - (viii) to other entities within the Bank's 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 the Bank (hereinafter referred to as "Maybank Group for purposes of cross selling of products and services, unless the Customer has objected to or has opted out of such disclosure;
 - (ix) to offer other products and services of the Bank's affiliates and other third party service providers where the Customer has consented to the same
- (b) Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under laws and regulations, the Customer understand that while the Bank shall use its best endeavours to ensure that all information transmitted or received using Maybank2u Pay is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted or received by the Customer using Maybank2u Pay.

9. LIMITATION OF LIABILITIES

- (a) The Customer acknowledges that the Bank and its affiliates make no warranties of any kind with respect to Maybank2u Pay, 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 the Customer's use of the Maybank2u Pay. 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 the Customer may not rely on any such information or advice.
- (b) The Customer hereby agrees that save where expressly provided otherwise in these Terms and Condition and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant authorities), in no event shall the Bank be liable for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by the Customer by reason of any delay in performance or non-performance or breach of any obligations of the Bank whether arising from any negligence, breach of these Terms and Conditions or howsoever and/or arising from the acts or omissions of the Bank

or any of the Bank's employees, independent contractor, representatives and/or agents.

- (c) Due to the nature of Maybank2u Pay, 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 shall not be responsible for any loss of or damage to the Customer's data, software, equipment, network access or other equipment used to access Maybank2u Pay.

10. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

- (a) The Customer acknowledges that all proprietary rights and intellectual property rights in Maybank2u Pay and the Banking Services provided hereunder belongs to the Bank or, where applicable, its affiliates at all times.
- (b) Other than information related to the Customer's Account(s) and Bill(s), all content available on Maybank2u Pay (including its arrangement) is the property of the Bank or the relevant Merchant Corporation or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights.
- (c) The Customer's usage of Maybank2u Pay or any of its Banking Services does not grant the Customer a license or right to use the trademark, service mark, copyright, patent or any other intellectual property right whether formally protected, applied for or otherwise, of Maybank2u Pay or any of the Banking Services provided thereunder without the express written approval of the Bank. In addition, the Customer's usage of Maybank2u Pay does not grant the Customer a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

11. INTERNATIONAL USE

- (a) The use of Maybank2u Pay outside of Malaysia is subject to the Foreign Exchange Administration Rules and 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.
- (b) 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.
- (c) The Customer hereby agrees that the Customer is using Maybank2u Pay at the Customer's own initiative and is responsible for the Customer's compliance with local laws.

12. GENERAL

- (a) The Customer hereby agrees to examine all the Bank's alerts, statements (including e-Statements) and records of the Instructions, communications, operations or transactions made or performed,

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processed or effected through Maybank2u Pay (as accessed and used via any of the Customer's and its users' Password and Username) regularly and in a timely manner and the Customer hereby undertake to notify the Bank immediately and without delay and in any case, no later than thirty (30) days from the date of receipt of the alerts, statements and records of any such errors, irregularities, discrepancies, claims or unauthorised items or transactions. The Customer acknowledges that the Customer's failure or delay to provide such notification forthwith shall be deemed as the Customer's 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 the Customer for all purposes whatsoever and conclusive evidence of the transaction and the Customer's liability to the Bank. The Customer hereby agrees that all such records are admissible in evidence and that the Customer 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 the Customer's rights (if any) to so object.

- (b) The Customer agrees that the Bank has the absolute right to require the Customer to maintain a minimum balance at any one time in the Customer's Account(s). The Customer's 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 the Customer or lead to a suspension or termination of Maybank2u Pay as provided for in Clause 13.
- (c) Any Instructions transmitted by the Customer after the relevant cut-off time on any day shall be posted in the books and records of the Bank on or for the next business day following the date of the Instruction.
- (d) The Customer shall not be entitled to use Maybank2u Pay, if there exists any restrictions whatsoever in relation to the Customer's Account(s) or Third Party Account(s) either imposed by the Bank or by any relevant authorities.
- (e) The provisions of the Bank's Maybank2u kiosks and all computer devices and/or terminals (Property) available for the Customer's use at our branches are specially for the Customer's use and access of Maybank2u Pay only and the Customer shall not use the Property for or in connection with any illegal purpose or activity.

13. SUSPENSION OR TERMINATION

- (a) Notwithstanding anything herein to the contrary, the Bank may at any time, suspend or terminate the Customer's right of access to Maybank2u Pay 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 Maybank2u Pay and its other users where the Bank deems appropriate.

- (b) The Bank shall automatically terminate the Customer's right of access to Maybank2u Pay or to any medium it is made available under (as applicable), should the Customer cease to maintain any Account(s) with the Bank which can be accessed via Maybank2u Pay or the applicable medium or should the Customer's 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 Maybank2u Pay and its other users where the Bank deems appropriate.
- (c) In the event that any of the Customer's user(s) does not login to Maybank2u Pay for a continuous period of three (3) months, the said user(s)' Maybank2u Pay access shall be deemed inactive and subsequently, in the event it remains idle for a period of six (6) months from the user(s)' last login, the said user(s)' Maybank2u Pay access shall be automatically deactivated.
- (d) The Customer may terminate Maybank2u Pay by giving a duly executed letter of termination detailing all relevant details pertaining to its access and use to Maybank2u Pay together with a mandate, circular or board resolution (as the case maybe) or minutes of meeting (as applicable) authorising the said termination. The Customer's subscription to Maybank2u Pay shall be cancelled within seven (7) days from the date of the Bank's receipt of all the relevant duly executed letters and documents as aforementioned and the Customer agrees that the Bank shall not be obliged to effect any of the Customer's Instructions received from any of its user(s)' on any day falling after the receipt of the Customer's notice of termination.
- (e) Except in the instances as stated above, the Bank reserves the right to terminate the Customer's subscription and/or any of its user(s) access to Maybank2u Pay without assigning any reason thereto provided the Bank gives the Customer twenty one (21) days prior written notice.
- (f) The Customer acknowledges that termination shall not affect the Customer's liability or obligations in respect of Instructions provided to and/or processed by the Bank on the Customer's behalf.

14. INDEMNITY

- (a) The Customer hereby agrees to be liable for and to fully indemnify and keep the Bank fully 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:
 - (i) the Customer's or any of its user(s)' breach or violation of these Terms and Conditions or any third party rights;
 - (ii) the Customer's or any of its user(s)' use or purported use of Maybank2u Pay;

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- (iii) the Customer's or any of its user(s)' fraudulent acts;
 - (iv) the Customer's or any of its user(s)' disclosure of Access Codes to any other person or in any emails or on other websites;
 - (v) the Customer's or any of its user(s)' failure to take reasonable steps to keep the Access ID private and/or secure at all times;
 - (vi) the Customer's or any of its user(s)' 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;
 - (vii) the Bank discharging a mandate provided by the Customer or any of its user(s)';
 - (viii) the Bank carrying out Instructions provided by the Customer or any of its users via any of their Access Codes;
 - (ix) the Bank enforcing its rights against the Customer or any of its users; or
 - (x) the Bank complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings, actions or claims other than that of a court and which are applicable to or directed to or in any way related to the Customer.
- (b) The Customer's liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:
- (i) a technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
 - (ii) a proven weakness or vulnerability in the security features and controls adopted by the Bank;
 - (iii) transaction(s) that occurred after the Bank has been notified by the Customer of an unauthorised transaction or of the breach, disclosure or compromise of any of its user(s)' Access Codes, provided that the said breach, disclosure or compromise was not due to the Customer's or any of its user(s)' own act or omission or the acts or omission of persons or entities under its control;

15. NOTICES

- (a) The Customer hereby consents to all notices and other communications which concern Maybank2u Pay or are required under these Terms and Conditions, to be given by the Bank in any one of the following manners:
- (i) By ordinary post to the Customer's last address in the Bank's records and such notification shall be deemed received two (2) days after posting.
 - (ii) By electronic mail to the Customer's or its user's last known e-mail address in the Bank's records and such notification shall be deemed received twenty four (24) hours after sending.

- (iii) By being displayed on the Bank's premise and such notification shall be deemed effective upon such display.
- (iv) 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.
- (v) By inserting a notice in the Bank's statement of Account to the Customer 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 the Customer.
- (vi) Broadcasting a message on the Maybank2u.com website; or
- (vii) By notification to the Customer in any other manner as the Bank deems fit.

16. All notices to the Bank concerning Maybank2u Pay and these Terms and Conditions shall be in writing by the Customer's authorised user(s) and sent to the Bank under "Contact" page or in such other way as the Bank may notify the Customer from time to time.

17. FORCE MAJEURE

- (a) The Bank shall not be liable to the Customer 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.

18. SEVERABILITY AND WAIVER

- (a) 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.
- (b) 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 from enforcing any other rights nor shall it require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

19. VARIATIONS

- (a) The Customer acknowledges that (among others) to ensure the smooth and efficient provision of Maybank2u Pay and/or to improve Maybank2u Pay, the Bank shall have the right and discretion to make such amendments and modifications as it deems necessary to giving twenty one (21) days prior notice:
- (i) the procedures and processes applicable to Maybank2u Pay (i.e. procedure for registration of Maybank2u Pay, registration and activation of users, etc.); and
 - (ii) the trade or service names used in relation to Maybank2u Pay as referred to in these Terms and Conditions. Notwithstanding the same, the Customer hereby agrees that pending actual changes being effected to these Terms and Conditions, the said Terms and Conditions shall nevertheless continue to be applicable to Maybank2u Pay whereby the amended or

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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.

20. DISPUTE AND ENQUIRIES

- (a) If the Customer has any enquiries or require any assistance, please refer to our helpdesk at 1-300-88-6688 or +603-7844 3696 (if the Customer is overseas). In addition, the Customer is advised to review our Privacy Policy, Security Statement and Client Charter in the Maybank2u.com website.
- (b) In the event that the Customer has any complaints and/or disputes arising from Maybank2u Pay and these Terms and Conditions, please refer the matter to the Bank at the address stated in Clause 15(b) above.
- (c) The Customer shall specify the nature of the Customer's 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.
- (d) In relation to the Bill payment service, where the query, complaint and/or disputes are the results of errors, acts or omissions of the Merchant Corporation, the matter shall be escalated to the relevant Merchant Corporation in which event all such queries, complaints and disputes are to be settled between the Merchant Corporation and the Customer. The Bank's role in relation thereto shall be limited to the provision of relevant information only.
- (e) The Customer undertakes that any such complaints and/or disputes made by the Customer are true and legitimate and the Customer acknowledges that the Customer shall be liable to the Bank in relation to false or fraudulent complaints or claims.

21. LAW AND JURISDICTION

- (a) These Terms and Conditions shall be governed by the Laws of Malaysia and the Customer 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 Maybank2u Pay. The above governing law and place of adjudication of dispute shall apply notwithstanding the access location of the Customer and/or any of its user(s).¹