



# **Maybank** **Investment Bank**

**Maybank Investment Bank Berhad**  
**Terms and Conditions**

**for**

**Power Broking**

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## Terms & Conditions

- 1 Maybank Investment Bank Berhad ("**Maybank IB**"), a participating organisation of Bursa Malaysia Securities Berhad hereby offers / proposes to provide online trading in local and foreign securities using any form of communication, whether between persons and persons, things and things, or persons and things, in the form of sound, data, text, visual images, signals or any other form or any combination of those forms ("**Communications**") (including without limitation using Maybank IB's and/or its related corporations' computer or telephonic services or systems, internet, wireless internet, mobile phone internet services, private network, personal computers, mobile telephones, hand-held terminals, television, radio and pager) and includes service or information accessible through Maybank IB's and/or its related corporations' proprietary software and/or any other form of Communications ("**Electronic Services**").
- 2 The terms and conditions contained herein shall form part of and are to be read collectively with the Terms and Conditions of Trading (Principal Terms) and the Supplemental Terms and Conditions for Trading in Foreign Securities (collectively, the "**Account Application Forms**") agreed to and accepted by the client, an existing customer of Maybank IB (the "**Client**").

In the event of any conflict between any provision contained herein with that of the terms and conditions in the Account Application Forms, the terms and conditions in the Account Application Forms shall prevail.

The Electronic Services may be made available solely on this website or on this website and in conjunction with such other websites owned, operated and/or maintained by the related corporations of Maybank IB ("**Related Website**"). Where the Electronic Services are made available in conjunction with a Related Website, these terms and conditions and such other applicable terms and conditions relating to the same shall apply mutatis mutandis to the Related Website.

- 3 The Client hereby requests to have access to the Electronic Services to trade in local and foreign securities online and open trading account (the "**Account**") with Maybank IB for the said purpose, subject to the following:
  - 3.1 The Client hereby agrees to link the Account whether trading, margin, collateralized or any other to the Electronic Services. The Client further acknowledges that any transactions carried out via the Electronic Services shall for all intents and purposes be carried out under the Account held with Maybank IB.
  - 3.2 The Client hereby agrees that the Client shall abide by all applicable laws, by-laws, regulations, rules, orders, directives prescribed by regulators relating to the operation of the Account and to the Client's trading activities with Maybank IB and to all matters herein including rules and regulations of such other exchange or market where the transactions are effected.
  - 3.3 The Client hereby agrees that the Client shall abide by all applicable laws, by-laws, regulations, rules, orders, directives prescribed by regulators relating to the operation of the Account and to the Client's trading activities with Maybank IB and to all matters herein including rules and regulations of such other exchange or market where the transactions are effected.

The Client undertakes to furnish Maybank IB all relevant information and all such additional particulars and information as Maybank IB may require at any time and from time to time, for the purpose of the Electronic Services.

The Client further acknowledges that Maybank IB may release or disclose the information given by the Client or with respect to the usage of the Electronic Services to other entities within the Malayan Banking Berhad group of companies (to the greatest extent permitted under applicable laws and regulations) and to Maybank IB's professional advisors where this is required. Apart from this, Maybank IB will not release or disclose such information to any other party unless otherwise required to do so by all applicable law, any statutory or regulatory authority / body or by an order of court of any competent jurisdiction.

3.4 The Client hereby agrees and undertakes at all times:-

3.4.1 To keep strictly confidential:

3.4.1.1 The Client's account number(s) and all passwords, identification, digital signature and other codes issued to the Client by Maybank IB or by any certification authority duly recognised by Maybank IB for the purpose of enabling the Client to access the Electronic Services and the Account ("**Access Code**"); and

3.4.1.2 All information available to the Client through the use of the Electronic Services (the "Information").

3.4.2 Not to disclose the Access Code to any party whatsoever;

3.4.3 Immediately upon receipt of the advice slip issued for the Access Code to destroy the same;

3.4.4 To regularly change the password(s) and/or any other Access Code that are permitted to be changed, and in any event not less than once every month;

3.4.5 To immediately notify Maybank IB if the Client suspects that the confidentiality of the Access Code has been compromised or if the Account has been accessed or used without the Client's authority;

3.4.6 To forthwith notify Maybank IB of any failure to receive an appropriate response that an order initiated by the Client through the Electronic Services has been received, executed, fulfilled and/or matched;

3.4.7 Not at any time to copy, reproduce, disclose, distribute, re-transmit, disseminate, sell, publish, broadcast or exploit (whether for commercial benefit or otherwise) the Information, in whole or in part, in any manner whatsoever to any other person and not cause, suffer or permit to be done any of the foregoing;

3.4.8 Not to copy the Information or any of them or allow any person to copy or have access to the same;

3.4.9 At the Client's own cost and expenses to acquire and maintain such hardware, internet services and other equipment as shall be necessary to enable the Client to access and use the Electronic Services; and

- 3.4.10 Upon suspension or termination of the Account, to forthwith cease the use of and immediately return the Information to Maybank IB and/or dispose in such manner as Maybank IB may direct all Information in whatever form or media, including copies thereof or derivations therefrom howsoever constituted in the Client's possession, custody or control.
- 3.5 Maybank IB shall be entitled, at any time and from time to time without notice and without assigning any reason thereof and without in any way being liable for any loss or damage whatsoever to the Client to:
  - 3.5.1 Amend, modify, suspend or terminate the operation of the Electronic Services;
  - 3.5.2 Suspend or terminate the Client's access to or use of the Electronic Services; and/or
  - 3.5.3 De-activate the Access Code.
- 3.6 The Client hereby agrees and undertakes to use the Electronic Services strictly in accordance with the terms and conditions set out herein and shall procure that no person shall :-
  - 3.6.1 Gain unauthorised access to or make unauthorised use of the Electronic Services;
  - 3.6.2 Make any additions, modifications, adjustments or alterations to, or corrupt, any of the Information or any services available on the Electronic Services;
  - 3.6.3 Tamper with any part of the Electronic Services;
  - 3.6.4 Use any software (including but not limited to the Maybank IB's and/or its related corporations' proprietary software) (the "**Software**"), Access Code and/or equipment in a manner inconsistent with the terms and conditions contained herein; and
  - 3.6.5 Permit any equipment or software to be linked to or communicate in any manner or be used in connection with any other database, time-sharing or other system, computer bureau, data or telecommunication service or any other service or word-processing system or information distribution network whereby the Information, material or data obtained from the Electronic Services may be accessed, used, stored or re-distributed by or through such other equipment or software; and the Client shall be liable for and shall fully indemnify and hold Maybank IB harmless from and against any and all claims, losses, damage, liabilities, expenses, costs (including but not limited to solicitors fees on a full indemnity basis) and consequences whatsoever in respect of or in connection with or arising out of the Client's breach or violation of any of the foregoing undertakings or any third party rights, including but not limited to violation of any proprietary or intellectual property rights. The obligation to indemnify Maybank IB shall survive the termination of the Account and/or the Electronic Services and the Client shall upon the suspension or termination of the Account and/or the Electronic Services immediately return the Software to Maybank IB and/or dispose of the same in such manner as Maybank IB may direct.

- 3.7 Without affecting the generality of Clause 17 of the Standard Terms and Conditions For Trading in Securities, attached to the Account Application Forms ("**Standard Terms and Conditions**"), Maybank IB shall not be liable to the Client for any loss, damage, expenses, liability, costs or claims (including any lost profits, lost savings or other consequential, special or indirect damages) whatsoever; and howsoever caused or arising including but not limited to:
- 3.7.1 The loss or unauthorised use of the Access Code;
  - 3.7.2 The unauthorised use of or access to the Electronic Services;
  - 3.7.3 Any power failure, downtime, crash, computer-breakdown, hand held devices breakdown, interruptions, omission, errors or delays occurring in the electronic transmission, wireless internet services interruptions, mobile phone internet services, modem connection, act of public enemy, war, insurgency riot, labour disputes, strike, malfunction of or defects, bugs or glitches, any act of omission of Maybank IB's support or solution partners or any other disturbances arising out of matters or through causes / circumstances beyond the control of Maybank IB with regards to the Electronic Services, the Software or any operator, vendor, supplier or provider of any Communications used by Maybank IB for the provision of the Electronic Services to the Client;
  - 3.7.4 Any delay, fault, failure or loss of access to or unavailability of the Electronic Services;
  - 3.7.5 Any errors in the transmission of the Client's instructions or orders through the Electronic Services; and
  - 3.7.6 Any other inherent risks in using the Electronic Services whether foreseeable or not.
- 3.8 Any instructions or orders received by Maybank IB through the use of the Access Code on the Electronic Services shall be deemed to have been given by the Client notwithstanding that it may have been given by a third party without the Client's authority.
- 3.9 Any acknowledgement by Maybank IB of receipt of instructions or orders from the Client through the Electronic Services shall be deemed conclusive as to the fact that such instructions or orders were received by Maybank IB and that the contents of such instructions or orders were in the same form and substance as they were received and such instructions or orders may be relied and acted upon by Maybank IB without further reference to or verification from the Client.
- 3.10 The Client shall be solely responsible for ensuring the accuracy and completeness of the Client's instructions or orders. Any instructions or orders transmitted through the Electronic Services shall be irrevocable and upon dispatch by Maybank IB to the Client of a confirmation message shall be binding on the Client.
- 3.11 The Client hereby agrees and undertakes to :

- 3.11.1 Pay to Maybank IB such deposit, subscription fees, access fees, usage charges and other costs, charges and expenses as may be imposed by Maybank IB from time to time for the use of the Electronic Services;
  - 3.11.2 Pay such taxes, levies or charges whatsoever now or hereafter imposed by law or required to be paid and to promptly reimburse Maybank IB for any such payment made by Maybank IB on behalf of the Client;
  - 3.11.3 Maintain a minimum credit balance in the Account as may be imposed by Maybank IB from time to time for the use of the Electronic Services;
  - 3.11.4 Permit Maybank IB to debit the Account for all the aforesaid charges; and
  - 3.11.5 Settle immediately all sums of moneys due on contra losses or other monies howsoever owing under the Account and authorise Maybank IB to utilise and set-off any contra profit/gain or proceeds from any sales or monies due to the Client towards payment or settlement of the Client's liabilities. In this regard, Maybank IB shall be entitled (but not obliged) to make any set-off from the Account prior to actual payment by the Client of sums owing to Maybank IB.
- 3.12 The Client hereby authorises Maybank IB in its absolute discretion to carry out inter alia selling-out or buying-in of stocks, shares or securities (including but not limited to sell or dispose whole or part of any stocks, shares or securities pledged by the Client, as collateral at any time without notice) and to utilise the proceeds thereof to set-off and discharge all or any of the Client's liabilities and obligations due and owing to Maybank IB. In this respect, the Client hereby agrees and undertake to indemnify and keep Maybank IB fully indemnified against all losses, costs, expenses (including legal costs) incurred in consequence of the same.
- 3.13 In consideration of Maybank IB agreeing to open one or more Account(s) for the Client, the Client shall (and hereby unconditionally and irrevocably undertakes to and agrees with Maybank IB that it will) at all times and from time to time and at any time ON FIRST DEMAND by Maybank IB duly, punctually and fully indemnify and save harmless Maybank IB from and against any and all actions, suits, proceedings, claims, liabilities, demands, losses, charges, penalties, fees, fines, debts, interests, damages, expenses and costs (including all costs on a solicitor client basis) of whatever nature which Maybank IB may at any time or from time to time sustain, incur or suffer by reason or as a consequence of or arising in any way out of or in connection with or incidental to :
- 3.13.1 The opening and operation of the Account for the Client; and/or
  - 3.13.2 Any default by the Client in the due and punctual payment of any sum of any kind or nature whatsoever owing or payable by the Client to Maybank IB pursuant to the Account; and/or
  - 3.13.3 Any matters whatsoever arising from the terms and conditions contained herein.
- 3.14 The Client hereby acknowledges that Maybank IB and/or its related corporations are the owner of all copyright, designs, logos, trade name,

trademarks, service marks and all other intellectual property (Intellectual Property) in and to the Electronic Services which shall at all times remain vested in Maybank IB and/or its related corporations.

- 3.15 The Client confirms that the Client does not own any Intellectual Property rights belonging to Maybank IB and/or its related corporations and that nothing contained herein nor through the usage of the Electronic Services shall confer any right, title or interest to the Intellectual Property in the Client's favour and further agrees that the Client will not tamper with nor do anything that will infringe Maybank IB's and/or its related corporations' rights to the Intellectual Property and shall safeguard and protect the Intellectual Property at all times.
  - 3.16 The Client shall not assign any rights, title or interest in this terms and conditions or under the Electronic Services to any party without the prior written consent of Maybank IB.
  - 3.17 The Client hereby declares that the Client has read and fully understands and agrees to be bound by the terms and conditions set out herein.
- 4 Maybank IB may, subject to Maybank IB's management approval and at its absolute discretion reject the Client's application or impose such conditions and/or restrictions as Maybank IB deems fit and proper without giving any reasons whatsoever.

The Client further agrees that Maybank IB may at its absolute discretion close or suspend the Account without giving any reason whatsoever (including but not limited to the non-trading nature of the Account, amounts owing to Maybank IB or it being dormant).

Maybank IB reserves the absolute right to make any amendment, alteration, and/or variation to the terms and conditions set out herein, the Application Forms and the Standard Terms and Conditions.

In consideration of Maybank IB agreeing to open the Account and/or to continue to allow the Client to operate the Account, the Client, hereby unconditionally and irrevocably agree to the terms and conditions set out in the Application Forms and the Standard Terms and Conditions. The terms and conditions set out herein shall be read together with, and form part of the Application Forms and the Standard Terms and Conditions.

The Client is advised to seek independent legal advice on the effects and consequences of agreeing to the terms and conditions contained herein and the Client agrees that the provisions contained herein shall be binding on the Client regardless of whether the Client has resorted to such advice.

#### **DISCLAIMER**

THE ABOVE TERMS AND CONDITIONS COMPRISE NOTICE OF LEGAL TERMS OF ACCESS WHERE BEST ENDEAVOUR HAS BEEN UNDERTAKEN TO ENSURE THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. MAYBANK IB DOES NOT GUARANTEE THE ACCURACY, CORRECTNESS OR COMPLETENESS OF SUCH INFORMATION PROVIDED WHEN THE CLIENT ACCESS MAYBANK IB'S WEBSITE. IN PROVIDING SUCH INFORMATION, ANY COMMENTS, OBSERVATIONS, STATEMENTS OR SUGGESTIONS MADE BY MAYBANK IB ARE NOT TO BE TAKEN AS REPRESENTATIONS OR ADVICE OF ANY NATURE AND ARE NOT MEANT TO BE RELIED BY THE CLIENT. MAYBANK IB OR ITS SOURCES OF INFORMATION SHALL NOT BE UNDER ANY RESPONSIBILITY OR LIABILITY TO THE CLIENT IN RESPECT OF IT.