

## Terms & Conditions of SME Purchase Financing

Updated as of 20 December 2024

Please read these Terms and Conditions carefully as they apply to, and regulate the utilization and linking of your SME Purchase Financing account for the purposes of information and data transfer of your transactions, other related data and information, to the Partner Platform. These Terms and Conditions highlight your responsibilities, the operations and possible risks in using this facility.

By agreeing to or utilising SME Purchase Financing, you agree to be bound by these Terms and Conditions.

This SME Purchase Financing involves the transfer of information and data on you or your Maybank Digital Platform account(s) to Partner Platform, and shall be read in conjunction with these Terms and Conditions, as well as Terms and Conditions governing Banking Accounts (Conventional or Islamic, as the case may be) and any other applicable terms and conditions relating to this Purchase Financing of Maybank without limitation or qualification.

From time to time, we may need to revise these Terms and Conditions, in which case we will, by giving at least minimum of twenty-one (21) days (“day” shall have the same meaning as calendar day) prior notice thereof, the notice of which shall be posted through Maybank2u website at [www.maybank2u.com.my](http://www.maybank2u.com.my) or through any other channel determined appropriate by Maybank.

- 1.0 The following definitions apply unless otherwise stated: -**
- 1.1 “Maybank”** means Malayan Banking Berhad and Maybank Islamic Berhad.
  - 1.2 “Maybank Digital Platform”** refers to Maybank’s online banking platforms including but not limited to Maybank2u, Maybank2u Biz and M2E.
  - 1.3 “SME Purchase Financing”** is described in Clause 3.1
  - 1.4 “Secure2u”** refers to the Maybank feature, which is the safer and quicker way to approve your Maybank Digital Platform or SME Purchase Financing transactions and/or instructions. This security feature comprises the following authentication/approval methods:
    - (i)** “TAC” refers to Transaction Authorisation Code, a unique 6-digit code that provides an additional layer of identity authentication before you are allowed to continue with a transaction. You need to verify the transaction with the code that is sent to your registered mobile number with Maybank; and
    - (ii)** “Secure Verification” refers to a push notification alert you receive on your smartphone (the device on which you registered for Secure2u), as defined on the Maybank website ([https://www.maybank2u.com.my/maybank2u/malaysia/en/personal/services/digital\\_banking/secure2u.page](https://www.maybank2u.com.my/maybank2u/malaysia/en/personal/services/digital_banking/secure2u.page)). You will have to tap on the push

notification to view your Secure Verification, to either 'Approve' or 'Reject' the transaction and/or instruction.

1.5 "Partner Platform" refers to the web or app interface of any Partner in offering this Purchase Financing.

1.6 "Partner" means the retail supplier of the Partner Platform.

## 2.0 Eligibility

2.1 This facility is made available to customers who are sole-proprietors, partnerships, and private limited companies (Sdn Bhd), who are either new to Maybank or registered users of Maybank Digital Platform with at least one active Maybank Digital Platform account, including but not limited to, a current or savings account.

2.2 You must also be a registered participant of the Partner Platform in the capacity of a subscriber and user for a certain period of time.

## 3.0 SME Purchase Financing

3.1 "SME Purchase Financing" is used interchangeably with "financing facility/facility" and refers to a revolving credit facility that will be provided to you (subject to eligibility and business screening), as a small-to-medium entity for the purposes below:

- (i) To link your SME Purchase Financing account to the Partner Platform for the main purpose of making payments (as per Clause 3.1 (ii));
- (ii) To make payments for the purchase of goods made on the Partner Platform on your behalf. You can utilize this facility by choosing one (1) or multiple invoice to make payments for provided there is sufficient financing facility available.
- (iii) Do note that upfront consent is given for auto-linking of the SME Purchase Financing account for non-sole proprietors' access such as the Maker, Checker, and Viewer

3.1.1 By utilising this financing facility, you authorise, consent, permit and instruct the Bank to:

- (i) link your SME Purchase Financing facility to Partner Platform for the main purpose of making payments (as mentioned in Clause 3.1(ii), to be performed within the definition of SME Purchase Financing);
- (ii) share, disclose, make available or transmit any information or data on you or your Maybank Digital Platform account (including SME Purchase Financing) to the Partner Platform that is necessary for the purposes of utilizing this facility or for investigating a claim or dispute arising out of or in connection with this facility or these Terms and Conditions.

#### **4.0 Your Obligations**

- 4.1 Any matter or dispute between you and the Partner or anything related to the Partner Platform shall be resolved between you and the Partner.
- 4.2 You acknowledge and agree that all information and data transferred, both as a result of or arising from this financing facility, will be kept and used by the Partner and Maybank, where Maybank will not be liable for any losses, damages, claims, liabilities, costs or expenses arising from such actions by the Partner.
- 4.3 You acknowledge and agree, at your own volition, to be bound by all the Partner's terms of service which may include, but are not limited to the Partner's use and storage of your account or personal data arising from this financing facility.

#### **5.0 Interest and repayment**

- 5.1 Credit value between a minimum of RM 1,000.00 to a maximum of RM 50,000.00 will be available for you to choose from while making the application. Upon successful application, an interest rate from 1-1.5% will be charged for every utilization.
- 5.2 Utilization is deducted from your SME Purchase Financing account by invoice level, whereby you can use this financing facility multiple times provided there is sufficient balance available in the facility for the invoice.
- 5.3 You are advised to make repayments within thirty (30) days from the date of utilization to avoid any disruption or suspension of this financing facility.

#### **6.0 Limitation of liability**

- 6.1 Your use of Partner's and Partner Platform's products and services is at your sole discretion and risk. You agree and acknowledge that Maybank is not responsible or liable in any way and make no representations or warranties of any kind with respect to:
  - (i) the Partner and the Partner Platform; and
  - (ii) your use of the financing facility and the Partner Platform;
- 6.2 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) Maybank expressly disclaims liability with respect to:
  - (i) any delays, failure or error in your use of SME Purchase Financing or the Partner Platform (unless it's due to the Maybank's fraud, gross negligence or willful misconduct);
  - (ii) 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 you due to your use of SME Purchase Financing or the Partner Platform; and/or;

- (iii) any loss of or damage to your goods, data, software, equipment, network access or other equipment used to access this financing facility or the Partner Platform.

**6.3** You agree to release Maybank (and our officers, directors, agents, subsidiaries, and employees) from any and against all claims, actions, losses, demands, costs, expenses and damages (actual and consequential) that you may incur or suffer arising out of or in any way connected with any dispute between you and the Partner.

**6.4** You shall indemnify, protect, defend and hold harmless Maybank (and our officers, directors, agents, subsidiaries, and employees) from and against any and all losses, damages, claims, liabilities, costs or expenses arising out of, involving or in connection with SME Purchase Financing unless they are due to Maybank's fraud, gross negligence or willful misconduct.

## **7.0 General**

**7.1** You shall observe all security measures prescribed by Maybank at all times to keep your online banking safe and avoid becoming victims of e-banking fraud. The security measures include but not limited to the following measures:

- (a) You are not to disclose your access identity and codes such as username, password, security image, security phrase and TAC in relation to your Maybank Digital Platform and SME Purchase Financing to any other person via any unsolicited emails or calls. They are to be kept private and confidential at all times.
- (b) In the event of any breach or negligence on your part in safeguarding the above, you will be held liable for the losses of funds or personal data incurred.

**7.2** Maybank may at any time by providing the requisite notice suspends or terminates your use of SME Purchase Financing account if you suspend or terminate your participation on the Partner Platform or your breach or potential breach of these Terms and Conditions or any laws and regulations.

In addition to the above, if you cease to maintain your Maybank Digital Platform account or cease to participate on the Partner Platform, the SME Purchase Financing shall automatically turn dormant.

**7.3** If you have any enquiry or concerns regarding SME Purchase Financing, you may contact Maybank Group Customer Care at 1300-88-6688 or [mgcc@maybank.com.my](mailto:mgcc@maybank.com.my).

For matters or disputes relating to the Partner Platform including transfer of information or data, not limited to the financing facility, disputes with the Partner,

or suspension or termination from your participation on the Partner Platform, please contact the Partner directly.

- 7.4 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, you expressly agree that the utilization to this financing facility comes at your own risk and you shall assume all risk incidental to or arising out of the use of SME Purchase Financing.
- 7.5 These Terms and Conditions shall be governed by the laws of Malaysia and you consent to and submit to the exclusive jurisdiction of the Courts of Malaysia.
- 7.6 You are solely responsible in undertaking to understand, and agree to be bound by, all the terms and conditions as set out by the Partner and the Partner Platform, so that Maybank will not in any way held nor ever hold any duty, obligation or responsibility to you to explain any rights and obligations as contained within those terms and conditions as provided by the Partner and Partner Platform.
- 7.7 By applying to and utilising this financing facility, you agree to be bound by the Terms and Conditions herein and agree and consent to allow your personal data being collected, processed and used by Maybank in accordance with the Maybank Privacy Statement, which may be viewed on [www.maybank2u.com.my](http://www.maybank2u.com.my) ("Maybank's Privacy Statement") and the PDPA Form for Individual Customers.

In addition, and without prejudice to the terms in the Maybank's Privacy Statement and the PDPA Form for Individual Customers, you agree and consent to your personal data or information being collected, processed and used by Maybank for:

- a) the purposes of SME Purchase Financing ; and
- b) marketing and promotional activities conducted by Maybank, including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well responses and related photographs. In this regard, you agree to co-operate and participate in all advertising and publicity activities of Maybank in relation to SME Purchase Financing.