

Maybank2u Live Chat Terms & Conditions

(Effective Date: 25th March 2019)

These terms and conditions shall govern your use of the Maybank2u Live Chat services made available by Malayan Banking Berhad (hereinafter referred to as “the Bank”). By accessing the Maybank2u Live Chat Service (“Service”), you are deemed to have read, understood and agreed to be bound by the following terms and conditions:

1. This Service is available for individual or joint accountholders of the Bank above 18 years of age who holds an existing account(s) that can be operated with one or more signatory. In the event the account is a joint account or an account with more than 1 signatory, you are deemed to have obtained the consent of your joint accountholder/joint signatory(ies) and any instruction(s) from you shall be deemed as the instructions from all the accountholders/signatories. The Bank shall not be held responsible for disclosing any information pertaining to the account to you.
2. The Bank may at its absolute discretion (but is not obliged to) record your conversations with the Bank. In the event of any disputes between you and the Bank, you agree to the use of such recordings and transcripts including its use as evidence by the Bank in any legal proceedings. The Bank is not required or obliged to store copies of such recordings or transcripts.
3. You hereby agree that the Bank’s records shall be conclusive evidence of your dealings with the Bank in connection with the Maybank2u Live Chat. You hereby agree not to object to the admission of the Bank’s records as evidence in any legal proceedings on the basis that such records are not originals, not in writing or are computer-generated documents.
4. The Bank does not warrant that the Service will be available or uninterrupted during the times specified however, in the event of any technical failures, the Bank shall endeavour to restore the Service as soon as reasonably practicable. The Bank may at any time, at its sole discretion, with or without notice suspend or terminate the Service for any reason whatsoever.
5. You acknowledge that the Bank shall be entitled to levy or impose service charges or transaction fees and/or vary such fees from time to time in respect of the Service rendered to you. You hereby authorise the Bank to debit your account with such fees, commission and charges that are payable by you.
6. The Bank reserves the right to vary the terms and conditions set out herein at any time at its absolute discretion.
7. The Service is an online helpdesk chat platform for Maybank2u registered users.
8. The operating hours of the Service is from 9:00am to 6:00pm, Monday to Friday (excluding Public Holiday).
9. The Bank shall not be liable for any loss, damage, expense, liability or claim whatsoever and however caused on the part of any person(s), including but not limited to the following:
 - a. Any loss or unauthorised use of the Service;
 - b. Any delay or refusal to execute your instruction(s);
 - c. Any error(s) in transmission of your instruction(s) through the chat platform;
 - d. Any direct, indirect or consequential loss (including but not limited to loss of profits or contracts whether foreseeable by the Bank or not) arising out of or related to the utilisation of the Service.

10. You may verbally instruct the Bank, at any time, to terminate your use of the Service, which shall take effect immediately upon receipt of your termination instruction by the Bank.
11. The Bank may in its absolute discretion forthwith terminate your use of the Service at any time without assigning any reason thereof. Your obligation to pay all costs, charges, expenses, and amounts accrued up to the date of termination shall survive the termination.
12. In addition to the above said terms and conditions, the prevailing rules, regulations and terms and conditions of the Bank governing particular products/services shall also apply and be binding on you save that in the case of conflict with these terms and conditions, the latter shall prevail.
13. The Bank may from time to time introduce new, additional or enhanced services. By utilising such new, additional or enhanced service(s) as and when such service(s) becomes available, you shall be bound by the terms and conditions and any rules and regulations in force governing each of such service(s) thereon.
14. Any notice and other communication from you to the Bank shall be sent by postal communication or via telephone.
15. This Terms and Conditions shall be governed by and construed in all respects in accordance with the Laws of Malaysia.