

You must agree to the Issuer's Terms of Service to add this card to Samsung Pay. By tapping Agree to all, you confirm that you have reviewed, understood and agree to the items below.

Terms & Conditions of Maybank Digital Payment Service.

## 1. These Terms

1.1. The following terms and conditions ("Terms") govern your use of the Malayan Banking Berhad Card ("Maybank") available on payment-supported Device through the Samsung Pay application (the "App"). The Terms form a legal agreement that is binding between you and Maybank ("Bank" or "we") when you create, activate and/or use the Samsung Pay.

1.2. These Terms supplement, are additional to and are to be read together with:

(a) the MAYBANK Credit Cardmember Agreement (please access and read at [www.maybank.com.my](http://www.maybank.com.my));

(b) the MAYBANK Debit Cardmember Agreement (please access and read at [www.maybank.com.my](http://www.maybank.com.my));

(c) the MAYBANK Prepaid Cardmember Agreement (please access and read at [www.maybank.com.my](http://www.maybank.com.my)); and

(d) the terms and conditions of any other document or agreement governing your relationship with us. (a) to (c) above are collectively known as the "Other Terms".

1.3. In the event of any inconsistencies between the Terms and the Other Terms, the Terms shall prevail over the Other Terms in respect of matters relating to the App.

## 2. Introduction & Eligibility

2.1. You may enrol your Card and store them electronically onto the App ("Token Number") to enable you to use your device to make contactless payments and use the functions present in the App. The Token Number can be used for transactions for amounts not exceeding your Credit Limit (as defined in the MAYBANK Credit Cardmember Agreement), Card Purchase Limit (as defined in the MAYBANK Debit Cardmember Agreement), Card Available Balance (MAYBANK Prepaid Cardmember Agreement) or such other limit as determined by us from time to time at our sole and absolute discretion.

2.2. By enrolling your Card in the App, you represent and warrant that you are the person to whom the Card was issued to by the Bank.

2.3. By using the Token Number for contactless payments, you agree and undertake to use the Token Number in accordance with the Terms, accept the risk that by enabling the App on your Device it may lead to unauthorised contactless payment transactions using your Token Number, and you will solely be liable for all contactless payment transactions made using the Token Number, notwithstanding that your mobile PIN or Device may have been used by any other person without your knowledge, authority or consent. Contactless payment in this context is only applicable to the card present situation conducted at the merchants checkout counter.

2.4. The App can only be accessed and used through the enabled device that is compatible as set out on Samsung Malaysia website and/or maybank2u.com.my from time to time.

2.5. The Card types applicable for the App are determined by us at our sole and absolute discretion from time to time.

2.6. We may permit you to enrol the same Card to not more than 2 devices only, the usage is limited to the device that you are currently using. You can only use one card in one device at one time. You are deemed to have agreed to the Terms each time you enrol your Card on any of your device. For security reasons, in the event you change Device, you must remove any and all enrolled Cards in the existing device that you do not intend to use. We are not responsible for any loss or damage resulting from any wrongful or unauthorised use of enrolled Cards which you fail to remove.

### 3. Use of the App /Token Number

#### 3.1. The App and mobile PIN

You may enrol your Card in accordance with instructions provided to you at that time on the App. You may be provided or asked to select a mobile PIN to enable the App. Upon successful enrolment of your Card, certain account information in relation to the Card- the last 4 digits of the card and token number will be transmitted to and stored in the Device. We will not be held responsible for the App or the mobile PIN after the digitisation, storage and activation instructions have been provided.

#### 3.2. Updates

The Terms may be automatically updated, amended, suspended or cancelled at our sole and absolute discretion upon the expiry of a 21 days' notice.

#### 3.3. Authorised Purchases

Only you may use the App to make authorised purchases. You shall not permit any other person from accessing and using the App and/or the mobile PIN to make any transactions.

3.4. All transactions effected via the App through the use of your mobile PIN are final, irrevocable and binding on you.

#### 3.5. Security

You must:

(a) keep the mobile PIN and any other log in or access information on your Device secret and confidential at all times;

(b) do all that is necessary to keep the mobile PIN safe and prevent fraudulent or unauthorised access to or use of your Token Number and Card Account;

(c) Take all reasonable steps to help recover or stop the use of the Token Number; and

(d) in the event of loss of the Token Number or Device, give us a police report or legal document called a statutory declaration in the form approved by us and any other document or information we may require.

(e) Upon termination of the App, you must remove all Token Numbers in any and all Device.

(f) Upon termination of your Card Account in respect of a Token Number, you must remove such Token Number in any and all Device.

(g) be notified and be aware that the bank will send an OTP to you every enrolment of card into a Device.

3.6. You must report to us as soon as you:

(a) suspect or become aware that the mobile PIN or Device is lost, stolen, misused or tampered with;

(b) suspect or become aware that a third party is aware of the mobile PIN; and

(c) suspect or become aware that there has been unauthorised use of mobile PIN, Device or Token Number.

3.7. In the event of any loss, theft or disclosure of your mobile PIN, Token Number or Device, you are responsible for all transactions made by anyone using your Token Number until we receive your notification of its loss, theft or disclosure of the mobile PIN. You will be bound by the existing Terms and Conditions of your physical cards.

### 3.8. Third Parties

The Terms govern your access and use of Token Number, Card Account or Service through the App in relation to us. You may be subject to additional terms and conditions for your use of the App with other third parties, including but not limited to your wireless carrier and mobile network operator. You shall be responsible for reading and understanding any third party terms and conditions. We are not responsible for any terms and conditions that you agree to with third parties for use of the App.

## 4. Suspension, Cancellation and Termination

4.1. We reserve the right to suspend, cancel or terminate the service for any reason at our sole and absolute discretion. To the extent allowed by applicable law, we may restrict, suspend, cancel, block, terminate, disqualify or discontinue your Token Number, Card Account or Service at any time without notice for any reason, including but not limited to any potential or actual breach of the Terms or the Other Terms.

## 5. DISCLAIMER AND EXCLUSION OF LIABILITY

5.1. You expressly agree that access and use of the Token Number, Card Account or Service via the App is at your sole risk. To the fullest extent permitted by applicable law, the App is provided to you on a "As Is" and "As Available" basis. We hereby exclude and disclaim all warranties and conditions, either express implied or statutory, including, but not limited to, the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet

enjoyment, and non-infringement of third party rights. We, on behalf of ourselves and our service providers, also do not warrant against interference with your enjoyment, that the functions contained in, or services performed or provided by, the App will meet your requirements, that the operation or availability of the App will be uninterrupted or error-free, or that the App will be free from errors and defects.

5.2. In addition to the Other Terms, we are not liable for any direct, indirect, incidental, punitive, special or consequential damages or economic Losses whatsoever or howsoever caused arising directly or indirectly in connection with poor or interrupted mobile network coverage.

## 6. Indemnity

6.1. In addition to the Other Terms, you agree to hold us harmless and indemnify us and all our servants, employees, nominees, directors, licensors, sponsors, affiliates and agents for any Loss and embarrassment suffered by us (other than such Loss and embarrassment arising from our or our employees' and agents' wilful misconduct or negligence) from any claim or demand, including reasonable legal fees, made by a third party due to or in connection with:

(a) your access and/or use of the App, including each transaction made using the Card Account and Token Numbers; or

(b) your installation, access and/or use of the App.

## 7. General

### 7.1. Waiver

Any failure or delay by us in exercising or enforcing any right we have under these Terms does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.

### 7.2. Variation

7.2.1. You agree that these Terms may be changed from time to time. If we change or add a term or condition to these Terms, we will provide you with 21 days prior notice and the change or addition will take effect on the date specified in the notice. Cardmembers are advised to refer to the updated terms and conditions at Maybank's website ([www.maybank.com.my](http://www.maybank.com.my)) from time to time. The latest terms and conditions made available on the website shall supersede all previous terms and conditions made between Maybank and Cardmember under this Agreement or any other arrangements.

7.2.2. If you do not accept the change or addition to these Terms, you must stop accessing and using the App and, as soon as possible, terminate your access and use of the App. If you continue to access and use the App after the change or addition takes effect, you will be deemed to have accepted the change or addition without reservation.

### 7.3. Impairment of Terms

If any of these Terms are invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of the terms and/or the terms under the laws of any other country.

#### 7.4. Illegality

We may close and revoke any Token Number, Card Account or Service with or without notice to you if, because of any change to any applicable law, regulation, regulatory requirement or judicial decision, or in our opinion, maintaining or performing any obligation under the Terms becomes illegal, or we are otherwise prohibited from doing so. If this happens, you must pay us all Liabilities on demand.

#### 7.5. Assignment

These Terms are binding on you and us and on our successor or assignee. These Terms are binding even if:-

(a) we change our name or constitution; or

(b) we consolidate or amalgamate with another entity, in which case, that entity will substitute us in relation to these Terms and all Card Accounts will continue in force between you and that entity.

You cannot assign or transfer your rights and obligations under these Terms without our prior written permission.

#### 7.6. Applicable Law and Proceedings

These Terms are governed by and will be interpreted according to the laws of Malaysia. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Malaysia which means that legal proceedings against us can only be brought in the courts of Malaysia. This clause does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

#### 7.7. Meaning of Words

Account refers to any account you now or hereafter have with us and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened individually or jointly.

ATM means an Automated Teller Machine or card operated machine which accepts the Card.

Authorised Person means a person (either individually or jointly with another person/persons) you authorise and whom we have approved, to act for or on your behalf to give any instruction, execute or sign any document or operate your Card Account.

Card means any credit, debit or prepaid card issued by us and any replacement or renewal of any of these or other Cards that we may issue from time to time. Where such Card is tokenized, enrolled and stored electronically in the App as part of Mobile Services, Card shall also mean such Card stored electronically in the App.

Card Account refers to any account in respect of the Card.

Device means any compatible electronic, wireless, communication, transmission or telecommunications device, device or medium including but not limited to the Internet, any computer or mobile device, device, terminal or system which may be required to access and use the Services.

Liability means, all debts, liabilities or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

Loss includes claims, actions, losses, damages, demands, liabilities and costs of any kind.

Mobile Services means the banking services and/or products we offer from time to time through the medium of a mobile Device that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

PIN means the password, login-ID, PIN (personal identification number), CIN (customer identification number, made up of an access code and a PIN), electronic identification signature or codes given to, or chosen by, you or the Authorised Person that is used to confirm your or the Authorised Person's identity when accessing an Account or enabling and/or accessing other electronic features or applications such as the App.

Services refers to any service we may provide to you now or in the future including but not limited to ATM card services, Call Centre services, electronic or Personal Internet Banking services or Mobile Services.

we/ us / our / ourselves / the Bank means, Maybank and shall include its successors and assigns.

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