

## **TERMS AND CONDITIONS OF MAYBANK QRPAYBIZ MOBILE APPLICATION – FOR MERCHANTS**

Please read this Terms and Conditions carefully as they apply and regulate your use of Maybank QRPayBiz Service (“QRPayBiz”) which will include DuitNow QR Service. It is important that you read and understand the Terms and Conditions carefully as it highlights amongst others, your responsibilities, the operations and possible risks in using QRPayBiz.

By agreeing, accessing or utilizing Maybank QRPayBiz or any page or part thereof, whether via the mobile and/or any other available electronic medium, you agree to be bound by these Terms and Conditions.

QRPayBiz is provided as part of Maybank’s mobile application (“Application”) service, and shall be read in conjunction with the Terms and Conditions of Maybank2u Online Banking Services, Maybank or Third Party Bank’s Banking Accounts (as the case may be) and any other applicable terms and conditions governing all the products and services of Maybank Group without limitation or qualification.

Where there is a conflict between these Terms and Conditions with the other applicable Terms and Conditions, these Terms and Conditions shall prevail to the extent of such contradiction. The Merchant agree 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 the applicable laws.

From time to time, we may need to revise these Terms and Conditions, in which case we will, subject to giving Twenty-One (21) calendar days prior notice, communicate the revision via such mode as Maybank deems appropriate and at its discretion. Your continued use of Maybank QRPayBiz subsequent to any such revision will be deemed as acceptance of those changes.

If you choose **NOT** to accept these terms and conditions or any of its revisions, please do not proceed and immediately discontinue your access and/or use of Maybank QRPayBiz.

### **1. DEFINITION**

The following definitions apply unless otherwise stated: -

**“Access Codes”** refers to the Username and/or PIN and/or such other confidential authentication information that is required to access and/or use Maybank QRPayBiz, whether in the form of words, codes, numbers, sets of characters or biological input or such other form or combination, as may be prescribed by the Bank from time to time.

**“Account”** refers to the Merchant’s e-money account offered by issuers of e-money and all types of deposit account offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, savings accounts and current accounts.

**“Beneficiary of Fraud”** means party who ultimately benefits from the unauthorised or fraudulent payment.

**“Biometric Authentication”** (“Biometric”) refers to a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes but not limited to Fingerprint scanning (known as Quick Touch), Face ID and Voice ID.

**“Business Day”** means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

**“Buyer”** refers to a customer who makes QR Payment to a Merchant or Cashier for purchase of goods or services by scanning a DuitNow QR code. Customers refer to Maybank customers as well as customers from other participating banks and e-wallet mobile apps which facilitate DuitNow QR.

**“Cashier”** refers to the person given authority by a Merchant to generate QR Codes and receive QR Payments from the Buyer on behalf of the Merchant. Payments received via Scan & Pay goes into the Merchant’s account.

**“Crediting Participant”** means Maybank as the acquirer of merchants.

**“Debiting Participant”** means banks and E-Money issuer participating in RPP where the Payer maintains account(s).

**“DuitNow QR”** means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with the DuitNow QR Standard. It allows the Buyer to transfer a specified amount of money to a Merchant’s Account via the Merchant’s QR Code.

**“DuitNow QR Brand”** means brand, icon, logo, trademark and service mark for the DuitNow QR.

**“DuitNow QR Owner & Operator”** means Payments Network Malaysia Sdn Bhd (PayNet).

**“E-money”** means a payment instrument that stores funds electronically in exchange for funds paid to the issuer of e-money and is able to be used a means of making payment to any person other than the issuer of e-money.

**“Erroneous Payment Instruction”** means a payment instruction that is initiated wrongly or is incorrect.

**“Fraudulent Payment Instruction”** means a payment which has been induced by dishonest or fraudulent means and which the Buyer requests be refunded. It includes cases where the Buyer makes a payment as a result of a fraudulent invoice issued by a third party who purports to be a Merchant (and is not in fact a Merchant) or third party who impersonates a Merchant.

**“Maybank”** or **“the Bank”** refers to Malayan Banking Berhad and/or Maybank Islamic Berhad and includes its successors in title and assignees.

**“Maybank QRPayBiz Application” (“Application”)** refers to the QRPayBiz banking application downloaded from the authorised application stores approved by Maybank and installed by the Merchant and Cashier to their Mobile Device(s) for access to the Maybank QRPayBiz Services.

**“Maybank QRPayBiz Services (“QRPayBiz Services”)** refers to the services available to the Merchant and Cashier on the Maybank QRPayBiz Application. Merchant may access the Application upon the correct input of their Access Codes. The services offered includes amongst others features such as QR Payments, Manage Profiles, Generate QR Codes and Manage QR Promotions.

**“Merchant”** means individuals, business including sole proprietors, partnerships and companies registered with the Companies Commission of Malaysia, government agencies, statutory bodies, societies, and other similar legal entities

**“Mistaken Payment”** means a payment instruction to a Merchant for an amount which is not in accordance to the payment instruction or contain errors in the payment instruction resulting in payments being debited from the wrong Buyer, containing incorrect QR code or reference number with the wrong amount, being duplicated or being not completed or failed.

**“Mobile Device(s)”** refers to the mobile phone or such other communication device which is used to access Maybank QRPayBiz Services.

**“Network Service Provider”** refers to any Internet service provider providing connection to the Internet.

**“Payer”** means individuals, companies, body corporates, business (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other Customers who transfers funds via DuitNow QR Service.

**“PIN”** refers to the six (6) digit number which is used for authentication and must be keyed in by Merchants to access the Scan & Pay (formerly known as Maybank QRPay) Application.

**“QR Promotion”** refers to promotion(s) created by the Merchant using the Maybank QRPayBiz Application. These promotions are made available exclusively to Buyers who have completed the QR Payments with the promotion via the Maybank2u Mobile Application.

**“QRPayBiz Profile”** refers to the Merchant’s or Cashier’s profile created for access into the Maybank QRPayBiz Application.

**“QR Payments”** refers to payments made to the Merchant or Cashier using the Buyer’s mobile application which supports DuitNow QR. The Buyer makes a payment by scanning the Merchant’s or Cashier’s QR code and payment will be deducted from the Buyer’s account and paid directly into the Merchant’s Account.

**“QR Codes”** refers to Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that contains information about an item to which it is attached. There are 2 types of QR codes, Static QR Code and Dynamic QR code.

**“QR Code – Static”** refers to a fixed and unchangeable code produced by the Merchant/Cashier which ONLY has the Merchant’s account details embedded within the code. Static QR Code can be scanned repeatedly. The Buyer/Sender is required to enter the amount when making QR payments using Static QR code.

**“QR Code – Dynamic”** refers to a unique and changeable code that can be produced by either the Merchant/Beneficiary/Buyer which has the Merchant’s/Beneficiary/Buyer’s account details and transaction information embedded within the code. The Dynamic QR code can only be scanned once. The Buyer does not need to enter the amount when making QR Payments using the Dynamic QR code. The Dynamic QR code can be generated by either the Merchant/Beneficiary/Buyer.

**“RPP”** means Real-Time Payments Platform, a shared payment infrastructure developed and established by PayNet, which facilitates instant and interoperable payments and collections.

**“Third Party”** refers to other bank(s) that is not part and /or affiliated to Maybank and/or the network service provider and/or the telecommunication operators.

**“Username”** refers to a unique name made up of a string of characters chosen by the Merchant which must be keyed in by the Merchant to access the Maybank QRPayBiz Application. The Username is used to associate with the right profile within the Application.

**“Unauthorised Payment Instruction”** means a payment made without the authority of the Buyer who is purported to have initiated that payment. It includes a case where the Payment Instruction has been made by a third party who has obtained an unauthorised access to a Buyer’s account and makes an unauthorised Payment Instruction from the Buyer’s account to make other payments.

**“Unrecoverable Loss”** the portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be retrieved after bank have exhausted the recovery of funds process.

## **2. INTRODUCTION**

- 2.1. Maybank is the Crediting Participant and the Merchant is a registered merchant under the DuitNow QR services.
- 2.2. In consideration of the fees paid to Maybank as the Crediting Participant, Maybank agrees to facilitate the participation of the Merchant in DuitNow QR Services in accordance with these Terms and Conditions.
- 2.3. By registering for DuitNow QR Services, the Merchant agrees to observe all DuitNow QR operating procedures issued by the DuitNow QR Owner and Operator which is applicable to the Merchant, as reflected in this Terms including any future revisions communicated by the Crediting Participant to the Merchant.

## **3. SCAN & PAY SERVICES (FORMERLY KNOWN AS MAYBANK QRPAY SERVICES)**

- 3.1. The Merchant and/or Cashier agree to download and install the Maybank QRPayBiz Application on their Mobile Device(s) in order to set up and use the service. The Application will be downloaded only from the authorized Apple App Store, Google Play or other application stores that is approved by the Bank. The Merchant and Cashier acknowledge that the access and use of the Maybank QRPayBiz Services shall depend on the type of access and agree that not all such services shall be available.

### 3.2. DuitNow QR Service

3.2.1. DuitNow QR is Malaysia's National Standard Quick Response (QR) established by PayNet under the Bank Negara Interoperable Credit Transfer Framework (ICTF) which enables interoperable payments between Maybank with other banks and non-banks participants within DuitNow QR.

3.2.2. The DuitNow QR service is supported in the Maybank QRPayBiz Application which will allow you to receive QR Payments nationwide from Maybank2u customers as well as from other banks and non-banks customers whose mobile applications support DuitNow QR.

3.2.3. The DuitNow QR service offered by us is part of the electronic banking, and accordingly these Terms and Conditions are in addition to and shall be read in conjunction with the Terms and Conditions for Maybank2u Online Banking Services, Maybank. Click [here](#) to read the Terms and Conditions.

3.2.4. The Merchant agrees to observe all the DuitNow operating rules issued by the DuitNow QR Operator which is applicable to the Merchant as reflected in this Terms & Conditions including any future revisions which will be communicated by Maybank to the Merchant in any manner deemed fit by Maybank.

### 3.3. Account and Information

#### 3.3.1. Account Information

The Merchant is to select their OWN Maybank or Third Party Bank Account. This account will be used by Maybank for receipt of the QR Payments from the Buyers to the Merchant and Cashier(s). The Merchant is prohibited from using any Account which does not belong to the Merchant. The Bank does not warrant the accuracy of any information pertaining to the Merchant's Account(s), or transactions as reported through the Maybank QRPayBiz Services due to time delays, glitches & other similar system delays and/or errors that may occur. The Merchant are 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.

#### 3.3.2. Personal and Business Related Information

The Merchant must be 18 years of age or above and must provide true, correct and accurate information to the Bank in relation to their Personal and Business which includes but not limited to, information pertaining to their

name, NRIC, mobile number, nationality, address, nature of business, business name, account and cashier. In the event there are any changes to the information, the Merchant shall update the information via the Application and/or notify the Bank immediately by means acceptable to the Bank such as but not limited to, updating the information at a Maybank branch.

### 3.3.3. Merchant Information on Maybank2U and QRPayBiz

Any public information shared by the Merchant may be displayed on the Maybank2U website. The Merchant warrants the Bank the rights to amend this information without the prior consent of the Merchant and without any notification from the Bank to the Merchant should it be deemed incomplete, offensive or for any other similar reason(s) and if necessary. Examples of such information includes but is not limited to its business contact details, address, profile photo, image, coordinates and / or any other similar information.

3.3.4. The Merchant acknowledge that the Bank shall not be liable and the Merchant shall indemnify the Bank for any loss or damage that may arise due to the Merchant's negligence, failure or delay to keep the Bank and/or any Third Party Bank updated as to any changes to the information including but not limited to information as specified in 2.3.1, 2.3.2 and 2.3.3.

3.4. The Merchant and Cashier shall observe all security measures prescribed by Maybank from time to time relating to the QRPayBiz Services and in particular, to ensure that their Username, PIN and mobile devices do not fall into the wrong hands.

The Merchant and Cashier must take all reasonable precautions and diligence to prevent any unauthorized use of their QRPayBiz and their mobile devices including but not limited to the following measures: -

- a) enable the lock function on their mobile devices;
- b) not keep any written record of the Access Codes on, with or near their Mobile Devices;
- c) not display or to allow another person to see the Access Codes during Access Codes entry;
- d) not use the Access Codes negligently or recklessly which will contribute to or cause losses from any unauthorised Scan & Pay transaction by any Third Party;
- e) avoid using any date of birth, identity card number or mobile number as the Access Codes;

- f) check the Account details and transactions and report any discrepancy without undue delay
- g) log out from the Application properly after each use & not leave their Mobile Devices unattended;
- h) ensure the correct profile is used when using the Scan & Pay Application and;
- i) ensure sufficient measures were in place in safeguarding the mobile device from being lost or stolen;
- j) at no time and under no circumstances shall the Merchant reveal his/her Username and/or PIN to anyone including to any of the Bank's staff, employees or representatives.

Should the Merchant and Cashier have any reason to believe or suspects that any of their Access Codes have been misused and/or compromised by disclosure, discovered or howsoever, they must inform the Bank immediately and/or take the necessary steps to change and recreate a new Access Code. The Merchant and Cashier agree that the Bank has the right to invalidate their Access Codes for breach or potential breach of any terms herein, or of any laws and/or regulations and/or to ensure or maintain the security of the Maybank QRPayBiz Services and its users where the Bank deems reasonably appropriate. The Merchant and Cashier shall not hold the Bank liable for any loss or damage suffered as a result of such invalidation of their Access Codes.

### 3.5. Savings Account ("SA") Conversion to Passbook-less feature.

If the Merchant selects a Maybank Savings Account (SA) as their crediting account during QRPayBiz Services registration or at any point subsequently, the Merchant hereby agree and consent to the Bank converting their SA Passbook to Passbook-less. Upon conversion to Passbook-less, all transactions can only be viewed online and will NOT be reflected in the Passbook.

### 3.6. Merchant's Obligations

3.6.1. If the Merchant wishes to receive funds via DuitNow QR, the Merchant:

- a) Shall not impose any fees for POS Payments made by Payers using DuitNow QR Service; and
- b) Shall not deduct any RPP fees from theCash Out withdrawal and shall ensure the Payer is paid in full amount

3.6.2. The Merchant shall accept Payments or Cash Out that draw funds from E-Money account offered by issuers of E-Money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but it not limited to, all types of conventional and/ or Islamic



investment account, Islamic deposit accounts, current accounts, virtual internet accounts and/or line of credit accounts tied to payment cards.

- 3.6.3. The Merchant must not make any warranty or representation in respect of goods and services supplied which may bind Crediting Participant, DuitNow QR Owner & Operator, Debiting Participant, or any other Participants in the service.
- 3.6.4. The Merchant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous or mistaken payments and/or unauthorised or fraudulent payments.
- 3.6.5. The Merchant shall consent and allow Crediting Participant to disclose its information pertaining to the payment processes as the DuitNow QR Owner & Operator may reasonably require for DuitNow QR Services.
- 3.6.6. The Merchant who has been granted a non-transferable license to use the DuitNow QR Brand shall not license or assign the said right to use to any other third party. The Merchant shall comply with the DuitNow Brand Guidelines at all times.
- 3.6.7. For the purpose of clause 3.6.6, the Merchant will be liable for any claims, damages, and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow QR Brand. In the event of such breach, the Merchant sub-licensed rights of using the DuitNow QR Brand shall automatically be revoked and ceases immediately, whereupon this Agreement shall be terminated henceforth, without affecting accrued rights of parties. Upon termination, clause 3.6.8 shall apply accordingly.
- 3.6.8. This clause 3 shall survive termination of this Terms. Termination does not affect either party's right accrued, and obligations incurred before termination.
- 3.6.9. The Merchant must use the QRPayBiz Services responsibly and in accordance with the applicable terms and conditions and not use it for any unlawful, illegal, or unauthorised activities.
- 3.6.10. The Merchant must have good title, ownership, or a significant degree of control over the products and services which they intend to offer to the Buyers.

3.6.11. The Merchant will be responsible and accountable for the conduct of their Cashier(s). The Merchant has a duty to educate their Cashier(s) on the Terms and Conditions of the Maybank QRPayBiz Application and its related Services especially in relation to the Cashier's responsibilities, QRPayBiz operations and possible risks in using QRPayBiz.

### 3.7. Maybank's Obligations

3.7.1. Maybank shall immediately credit and make funds available in the Merchant's account, except for situations where the Merchant has specifically agreed for delayed or batched posting.

3.7.2. Any refunds by Maybank must be made together with transaction fees to the Merchant if fee were incurred due to Buyer's disputes that are not caused by the Merchant. However, if the Merchant opts to partially refund overpayments to Buyers, the Merchant shall bear the transaction fees for executing such refund.

3.7.3. Maybank shall implement reasonable measures to detect, mitigate, resolve, and prevent actual and suspected fraudulent or unauthorised acts.

### 3.8. Breach of the Merchant's Obligations

3.8.1. For the purpose of Clause 2.6, the Merchant, will be solely liable for any claims, proceedings, actions, damages, losses and/or expenses arising out of or caused to arise from the misuse of the DuitNow QR brand by the Merchant. In the event of such breach, the Merchant's sub-licensed rights of using the DuitNow QR brand will be immediately revoked and cease to have any effect. The agreement between Maybank and the Merchant will be immediately terminated and upon termination of the agreement, Clause 2.7.2 shall apply accordingly.

3.8.2. Upon termination of this agreement, the Merchant will promptly do the following:

- a) The Merchant will continue to maintain an account with Maybank to credit funds and debit miscellaneous charges for a period of not less than five (5) business days after the effective date of suspension or termination;
- b) Cease all promotional and advertising activities related or perceived to be related to the DuitNow QR;
- c) Immediately return to Maybank all documents, intellectual property assets and materials in relation to DuitNow QR, if any;
- d) Remove the DuitNow QR brand from the all the existing Merchant's channels.

3.8.3. Maybank and DuitNow QR Owner & Operator shall not be liable for any claims, liabilities, losses, damages or expenses of any kind arising directly or indirectly as a result of such suspension or termination of the Merchant's access to DuitNow QR.

3.8.4. Maybank has the discretion to stipulate additional requirements that Maybank deems reasonably necessary to ensure that a Merchant's exit is orderly and in a timely manner, the operation of DuitNow QR is not disrupted, and public confidence in DuitNow QR is not materially jeopardized or affected in any manner.

### 3.9. Restricted Activities

The Merchant and Cashier have a duty to ensure the information provided and activities conducted through QRPayBiz Services shall NOT: -

- a) be false, inaccurate, or misleading;
- b) be fraudulent or involve the sale of counterfeit, illegal or stolen goods and/or items;
- c) consist of providing illegal money lending;
- d) be related in any way to any type of gambling and/or illegal gaming activities;
- e) violate Maybank Group's Acceptable Use Policy;
- f) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- g) violate any Malaysian law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
- h) be defamatory, trade libel, unlawfully threatening or unlawfully harassing;
- i) be obscene or contain pornography;
- j) Contain any viruses, Trojan horses, worms, time bombs cancel bots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- k) facilitate the sale of counterfeit goods and products;
- l) cause Maybank Group to receive excessive complaints and/or negative feedback regarding your account or business;
- m) present to Maybank Group a risk of non-compliance with Maybank Group's anti-money laundering obligations (including, without limitation, where we cannot verify your identity);
- n) engage in any business or dealings involving crypto currencies, digital currencies, unapproved initial coin offerings, crypto currency or digital currency exchanges and any other related businesses or dealings;

- o) any dishonest conduct on the usage of QRPayBiz Services, including but not limited to manipulation of payments, or allegation of gaming of campaigns organised or co-organised by Maybank or any of the entities of Maybank Group.

If there is any use or attempt to use QRPayBiz Services for any type of unlawful or illegal purposes (including but not limited to the above) the Merchant and Cashier's access to the QRPayBiz Services will be terminated. The Merchant and Cashier may be subjected to damages and other penalties, including criminal prosecution where available.

### 3.10. QRPayBiz Promotion

The responsibility and accountability of the Merchant's QRPayBiz Promotion shall be solely borne by the Merchant. The Merchants agree to take all reasonable steps to ensure all content and terms stated in the Merchant's QRPayBiz Promotion are correct, accurate and fair and is in NO way violating any rules and laws of Malaysia and/or causing any harm, offense and/or discrimination to the Buyers or the general public. The Bank plays no part in the Merchant's QRPayBiz Promotion creation and shall not be liable for any misrepresentation or misuse of the Merchant's QR Promotion. Should the Buyer have any reason to believe that the Static QR Code has been tampered by any persons, the Merchant shall immediately reprint and replace the tampered Static QR Code. The Merchant acknowledge and agree that they may be contacted by the Buyers in relation to the QR Promotion offered.

### 3.11. Payment Terms

3.11.1. The Merchant agrees and accepts that any instructions given by the Merchant in respect of the Merchant's Account(s) or any other transaction, using the Maybank QRPayBiz Services 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 discretion.

3.11.2. The Merchant acknowledges that the Bank may from time to time offer Scan & Pay (formerly known as Maybank QRPay) Promotion to the Buyers. If the Buyer uses the Scan & Pay promotion, the Merchant will receive the amount minus the Maybank promotion value which will be credited into the Merchant's account immediately upon successful payment by the Buyer but the Maybank promotion value will only be credited into the Merchant's account within 24 hours.

3.11.3. The Merchant shall ensure it has and maintains adequate procedures and systems for receiving QR Payments. In the event that Maybank is unable to credit the payment into the Merchant's account due to the Merchant's account being invalid / inactive / closed, Maybank shall not be held liable in any manner for the delay in payment. The Merchant is responsible to ensure an active account is always maintained.

### 3.12. Handling Disputes

Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by either the Merchant and/or Cashier and the Buyer), the settlement of such disputes shall be between the Buyer and Merchant and/or Cashier. Should the dispute remain unresolved and is further escalated by the Buyer, Clauses 3 and 4 will come into effect.

Maybank shall not be held responsible to the Buyer for amongst others, disputes arising from:

- a) the Buyer not receiving any goods or services from the Merchant and/ or Cashier;
- b) the Merchant and /or Cashier not being contactable;
- c) any wrongful or miscommunication by the Merchant and /or Cashier to Buyer;
- d) any wrong / fraudulent / unauthorized payment by the Buyer, provided that the same is not caused directly or indirectly by Maybank.

### 3.13. Dispute Resolution

3.13.1. Merchant shall, in good faith, attempt to settle all disputes or conflicts with Maybank arising in connection with the DuitNow QR Service amicably and by mutual agreement.

3.13.2. However, Merchant shall have the right to lodge a complaint with the DuitNow QR Owner & Operator if there are allegations of Maybank's non-compliance to the DuitNow QR rules as reflected in these Terms.

3.13.3. The DuitNow QR Owner & Operator shall review of such complaints and allegations in accordance with Clause 2.13.4.

3.13.4. Merchant shall have the right to refer their disputes to the DuitNow QR Owner & Operator if there is an allegation of Maybank's non-compliance to the DuitNow QR rules. The DuitNow Owner & Operator will review such complaints and allegations, but such review will be confined to:

- a) Determination whether there has been non-compliance to the DuitNow QR rules;

- b) Stipulating remedies for Participants to correct or address the non-compliance; and
- c) Determination if penalties are applicable for the non-compliance.

3.13.5. All decisions rendered by the DuitNow QR Owner & Operator in response to complaints from Merchant shall be prima facie binding on Maybank.

3.14. Maybank reserves the right (with prior notice to the Merchant): -

- a) to conduct an inspection of the Merchant's outlet or business premises; and/or
- b) to require the production of documents to prove the Merchant's identity & business activities, for the purpose of compliance with the Bank's internal policy and/or procedures, laws and regulations and/or for any other reasons the bank deems fit.

3.15. Maybank reserves the right to add, modify or remove any QRPayBiz features at its discretion from time to time as it sees fit and the Merchant will be notified of the same.

3.16. Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, the Merchant and Cashier expressly agree that the use of the QRPayBiz Services is at his or her own risk and the Merchant and Cashier shall assume all risk incidental to or arising out of the use of the QRPayBiz Service.

#### **4. RECOVERY OF FUNDS**

- 4.1. The Merchant shall assist Maybank in any investigation of erroneous or mistaken payments as stated in Clause 4.
- 4.2. The Merchant shall assist Maybank in any investigation on unauthorised or fraudulent payments as stated in Clause 5.
- 4.3. Effect refund(s) to the Buyers, Maybank, as the case may be, if it is found that the Merchant is responsible for such erroneous, mistaken, unauthorised or fraudulent payment, as the case may be.
- 4.4. In the event erroneous or mistaken payment is caused by the Merchant, after verification and confirmation from the Merchant with respect to such erroneous or mistaken payment, Maybank shall immediately reverse out all credit erroneously posted to the Merchant's account regardless of whether funds have been recovered from other affected parties.

- 4.5. In the event of a dispute and the subsequent issuance of a refund for Cross Border QR transactions, the sum refunded may not be the same as the sum transferred due to the fluctuation in exchange rate. This will be due to the refund being calculated on the day it is issued and the corresponding exchange rate on the same. This clause will be applicable to both the Buyer and the Merchant.

## **5. ERRONEOUS/MISTAKEN TRANSACTION**

- 5.1. Maybank shall inform the Merchant once Maybank receives a request to recover funds that is wrongly credited to the Merchant due to an Erroneous Payment/Mistaken Payment Instruction. The Merchant must facilitate recovery of funds process stated in Clause 4.2.
- 5.2. Upon receiving a recovery of funds request for erroneous or mistaken payment, Maybank has the right to debit the Merchant's account to recover funds within five (5) Business Days provided the following conditions are met:
  - 5.2.1. If the recovery of funds request is received within then (10) Business Days from date of the erroneous/mistaken payment:
    - 5.2.1.1. Maybank is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
    - 5.2.1.2. Maybank has notified the Merchant regarding the proposed debiting of Merchant's account and the reason for the debiting; and
    - 5.2.1.3. There is sufficient balance in the Merchant's account to cover the recovery amount.
  - 5.2.2. If the recovery of funds request is received between eleven (11) Business Days and seven (7) months from date of erroneous/mistaken payment:
    - 5.2.2.1. Maybank is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;
    - 5.2.2.2. Maybank has provided written notification to the Merchant where the erroneous/mistaken payment will be recovered through debiting the Merchant' accounts within ten (10) Business Days of the notifications unless the Merchant provides reasonable evidence to substantiate ownership of the funds in question; and
    - 5.2.2.3. There is sufficient balance in the Merchant's account.
  - 5.2.3. If the recovery of funds request is received after seven (7) months from the date of erroneous or mistaken payment:
    - 5.2.3.1. Maybank must seek the Merchant's prior written consent to debit the Merchant's account to recover funds, and the Merchant must give

its consent to debit its account within ten (10) Business Days of receiving the request to debit from Maybank.

- 5.3. When the Merchant receives a request for consent from Maybank as described in Clause 4.2.3.1, Merchant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request.

## **6. UNAUTHORISED OR FRAUDULENT TRANSACTION**

- 6.1. Maybank shall inform the Merchant once Maybank receives a request to recover funds that was credited to the Merchant due to an unauthorised or fraudulent payment. The Merchant must facilitate the recovery of funds process stated in clause 5.2

- 6.2. If the Merchant receives unauthorised or fraudulent payment, the Merchant shall:

- 6.2.1. Immediately take all practicable measures to prevent or block further misuse, unauthorised or fraudulently transferred funds for the benefit of the Beneficiary of Fraud;

- 6.2.2. Furnish to Maybank with information, including but not limited to the name, address, contact information and/or national identity card number/passport number to conclusively identify the Beneficiary of Fraud within seven (7) Business Days of detecting the unauthorised or fraudulent payment;

- 6.2.3. Take all practicable measures to the extent permitted by law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/ places with the Merchant, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and/or taking legal action against the Beneficiary of Fraud; and

- 6.2.4. Immediately provide such information required in Clause 5.2.2 to Maybank to facilitate the investigation.

- 6.3. In the event that Maybank receives a payment request from a Merchant which Maybank believes to be an unauthorised or fraudulent payment, Maybank shall do the following (upon becoming aware of the suspected unauthorised payment/fraud)

- 6.3.1. Notify the Merchant of the fraudulent payment instruction in a manner deemed fit by Maybank

- 6.3.2. Maybank shall conduct investigation to determine:



- a) Whether the Merchant is implicated in the unauthorised payment/fraud, or
- b) Whether there is sufficient grounds to conclude that the Merchant is involved, or has benefited, directly or indirectly from the unauthorised payment/fraud; and
- c) Maybank should prevent or block withdrawal or and further use of the remaining funds in the Merchant's account with Maybank until there is satisfactory resolution of Unrecoverable Loss.

6.3.3. The Merchant shall facilitate and cooperate with Maybank to complete the investigation.

6.4. In the event that the Merchant is responsible for the fraudulent payment instruction, clause 18 shall apply accordingly.

## **7. MOBILE BANKING APPLICATION**

7.1. The Merchant acknowledge that the download and use of the Application on his or her Mobile Device shall be on a non-exclusive and non-transferable basis and is subject always to the Merchant's agreement to the following additional conditions:

- a) The Merchant shall not misuse the Application for any purpose other than access to their own Profile and/or Account and for Maybank QRPayBiz Services;
- b) The Merchant shall not download or install the Application into a Mobile Device which it does not own or have exclusive control;
- c) The Merchant shall not permit or enable any person to access the Application, or leave its Mobile Device unattended in such a manner as to enable a person to access the Application;
- d) The Merchant shall not reproduce, modify or reverse engineer the Application or permit another person to do so;
- e) The Application is made available to the Merchant strictly on an "as is" basis, and to the extent as permitted under the law and/or regulation, no warranty is made in relation to the Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the Merchant agrees that the Bank cannot ensure that the Application will be compatible or may be used in conjunction with any mobile device, and the Merchant agrees that unless inconsistent with the other expressed provisions herein, the Customer shall not hold the Bank liable for any such incompatibility or for any loss or damage to any mobile device which may be caused by the Application or the installation process.

- f) Device compatibility. The Application currently only works on certain compatible smartphones and other devices as determined by the Bank. The Bank may change the version of the operating system that works with the Application at any time without having to notify the Merchant. Some features may not be available on all platforms or operating systems. Detailed information on features, platforms and operating systems is available in the Bank's website. Click [here](#) to access the Bank's website.
- g) The Merchant shall download the Application from the authorised Apple App Store, Google Play store or other application store that is approved by the Bank.
- h) Updates to the Application may be issued by the Bank from time to time via the Apple App Store, Google Play store or other application stores. Depending on the update, the Merchant may not be able to use the Application until the Merchant has downloaded the latest version of the Application and accepted any new terms.
- i) The Merchant shall not install or use the Application on a jail-broken or rooted device. Unauthorised modifications to any mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. The Bank strongly cautions against installing the Application in any hacked mobile devices. The Bank shall not be liable for any losses or damages that is suffered or for any costs that the Merchant might incur due to damage or corrupted or failure of device, hardware or software that the Merchant uses in connection with the Application.

#### 7.2. Mobile Information:

- a) Certain functions (such as uploading content to the Application) shall require access to information on your Mobile Device(s) to work. By using such function, you permit the Application to access your Mobile Device(s) and information.
- b) The Bank may use cookies and similar technologies (herein referred to as "cookies"), to perform authentication when you use Maybank QRPayBiz Services and to improve your experience on the Application. By using the Application, you accept the use of cookies by the Bank. The Bank may use these cookies to collect information about your use of the Application. This information helps the Bank to improve the Application's performance and to develop and tailor the Bank's products and services for you and other users.
- c) Use of location data: Certain services of the Application require data of your location, which data will be sent from your Mobile Device. You can turn off this functionality at any time by turning off the location services settings for the Application on your Mobile Device. If you use these services, you shall be

deemed to give consent to the Bank and the Bank's partners' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based services. You may withdraw this consent at any time by turning off the location services settings on your Mobile Device or on the Application (for other mobile devices).

### 7.3. Biometric Authentication

- a) You understand the need to protect your mobile device. Once your mobile device is successfully registered with the Biometric service, your Bank's Application services can be accessed with the fingerprints registered in your mobile device or your face and voice enrolled with the Application.
- b) In registering for the Biometric Quick Touch, Face ID and Voice ID, you expressly consent for the Quick Touch, Face ID and Voice ID to be applied for access to the Bank's Application on your device.
- c) You are advised NOT to register any third party(s)'s fingerprints in your mobile device or any third party(s) face and voice with the Application, as by such registration, the third party(s) will be able to access your Bank's Application, to which the Bank shall not be held responsible whatsoever for such access or any losses or damages incurred by you as a result of such access authorized by you.
- d) You acknowledge and agree that, for the purposes of the Quick Touch service, the Application will be accessing the fingerprints registered in your mobile device, and you hereby consent to the Bank accessing and using such information for the provision of the Quick Touch service.

## **8. AUTHORISATION**

- 8.1. The Merchants hereby authorise the Bank to comply with all instructions given by them via the use of their respective Access Codes, and such instructions are deemed to be instructions properly authorised by the Merchants even if they may conflict with any other mandate given at any time concerning the Merchants' Account(s) or affair(s).
  
- 8.2. The Merchants agree that such instructions shall be binding on the Merchants 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 instructions.

## **9. INSTRUCTIONS**

- 9.1. The Merchants hereby agree that it is the Merchants' sole responsibility to review the Bank's alerts, statements and records of the instructions, communications, operations or transactions made or performed, processed or effected through Maybank QRPayBiz Services and/or Application in a timely manner and on a regular basis. The Bank will not be responsible to ensure that the Merchant is kept informed and up-to-date with regards to the same.
  
- 9.2. Should the Merchants have any reason to believe that an instruction has not been accurately or completely received by the Bank, the Merchants shall officially and immediately inform the Bank in writing without delay after transmission of the relevant Instruction(s).
  
- 9.3. The Bank will NOT carry out Instructions to revoke and/or reverse any successful QR Payments unless pertaining to Clauses 3, 4 or 5. Should Merchants have any queries in regards to QR Payments received, the Bank may, on a reasonable basis, provide clarity or carry out investigation upon the Merchants' request but is under no obligation to do so.
  
- 9.4. The Bank reserves the right at its discretion, to refuse to carry out any of the Merchants' instructions where the Merchants' instructions are go against or are inconsistent with the Bank's policy or laws or for any other reasons.
  
- 9.5. Where the Merchants give Instructions to the Bank to effect transactions in relation to the Maybank QRPayBiz Services, the Merchants shall provide accurate and complete details in a timely manner as required by the Bank.

- 9.6. The Bank shall not be liable for any failure, delay or shortcoming by any Third Party Banks howsoever caused with whom the Merchant has accounts or otherwise when they are executing the Bank's instructions to them.
- 9.7. The Merchants agree that all Instructions issued by the Merchants, though electronic form such as but not limited to, electronic forms of instructions which can be channelled to the Maybank Group Customer Care, the Maybank branch or via any other channel provided by the Bank are deemed valid and binding and the Merchants agree not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is made in an electronic form.

## **10. SERVICE AVAILABILITY**

- 10.1. Maybank QRPayBiz Services is intended to be available 7 days a week, 24 hours a day. Merchants acknowledge that there may be:
- a) Daily downtime where the Bank carries out maintenance works over its systems and equipment; and/or
  - b) Occasional downtime due to any other unforeseen interruption beyond the Bank's control.
- 10.2. The Bank shall not be liable for the occurrence of any such downtime and/or interruption. Nevertheless, the Bank will use reasonable efforts to inform the Merchants of any interruption.
- 10.3. Further, where a transaction involves access or use of Third Party systems and services, the Merchants acknowledge that the operating hours will depend on the availability of those systems provided by the Third Party.

## **11. CONFIDENTIALITY**

- 11.1. The Merchant shall treat any information it receives or possess as result of this Terms and Conditions, as confidential and will not use such information other than the purpose which it was given.
- 11.2. Clause 10.1 shall not apply to information which:
- 11.2.1. Is or has at the time of use or disclosure become public knowledge without any breach of this Terms and Conditions by parties;
  - 11.2.2. Is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
  - 11.2.3. Is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;

- 11.2.4. Is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by other party under this agreement;
  - 11.2.5. Is independently developed by a party without reference to or use of the other party's confidential information; or
  - 11.2.6. Is required to disclose or divulge by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation, or other legal requirement, takeover panel or other public or quasi-public body as required by law and where the party is required by law to make such disclosure. The party shall give notification as soon as practical prior to such disclosure being made.
- 11.3. Should the Merchant receive any data and information through Maybank QRPayBiz Services and/or Application which is not intended for the Merchant, the Merchant agree that all such data or information shall be deleted immediately and that the Merchant shall immediately notify the Bank in writing without delay. If the Merchant has unintentionally seen or read the data and/or information, the Merchant agrees that the same will not be used for any purpose whatsoever.

## **12. DISCLOSURE OF CUSTOMERS' INFORMATION**

- 12.1. The Bank and each of its affiliates agree not to disclose to third parties, any financial information relating to the affairs or account(s) of the Merchants, that the Merchants have provided or that the Bank and/or its affiliates have obtained about the Account(s) and the transactions thereunder unless it is:
- a) 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 laws;
  - b) 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;
  - c) 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;
  - d) 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);

- e) in relation to a due diligence exercise approved by the board of directors of the Bank in connection with merger and acquisition, capital raising exercise or sale of assets or whole or part of business;
  - f) for the performance of functions of the Bank which are outsourced;
  - g) necessary to complete a transaction;
  - h) 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 Merchants have objected to or has opted out of such disclosure;
  - i) to offer other products and services of the Bank's affiliates and other third party service providers where the Merchants have consented to the same.
- 12.2. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under the relevant laws and regulations, the Merchants understand that while the Bank shall use its reasonable endeavours to ensure that all information transmitted or received using Maybank QRPayBiz Services 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 Merchants using Maybank QRPayBiz Services.
- 12.3. In addition, The Merchants are advised to review the Bank's Privacy Statement from Maybank2u website. The Privacy Statement may be updated or amended by the Bank at any time and at its discretion without informing the Merchant and the Merchant is responsible to keep itself updated and informed of the same.

### **13. LIMITATION OF LIABILITIES**

- 13.1. The Merchants acknowledge that the Bank and its affiliates make no warranties of any kind with respect to the Maybank QRPayBiz Services and/or Application, 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 the applicable laws and regulations (which includes any guidelines, circulars, directives, statements or rules issued by the relevant governing bodies) the Maybank Group and its affiliates expressly disclaims any form of liability with respect to any delays, failure or error in the Merchants' use of the Maybank QRPayBiz Services and/or Application.
- 13.2. Except as otherwise expressly stated in these terms and conditions and to the extent permitted under the applicable Laws and regulations (which includes any

guidelines, circulars, directives, statements or rules issued by the relevant governing bodies), the Maybank Group and/or its affiliates shall in no event be liable whether in contract, tort (including negligence), strict liability or any other basis for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages incurred or suffered by you or any other person as a consequence of accessing or using the Maybank QRPayBiz Services and/or application.

- 13.3. Due to the nature of the Maybank QRPayBiz Services and/or Application, and except as otherwise expressly stated in these Terms And Conditions and to the extent permitted under the applicable laws and regulations (which includes any guidelines, circulars, directives, statements or rules issued by the relevant governing bodies) the Bank shall not be responsible for any loss of or damage to the Merchants' data, software, equipment, network access or other equipment used to access Maybank QRPayBiz Services and/or Application. This includes any unauthorised use and/or intrusion, interference or attack by any person, virus, Trojan horse, worm, macro or other harmful components or deleterious programs or files.
- 13.4. The Merchant (Indemnifying Party) agrees to indemnify and hold Maybank and its employees, representatives and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges (Liability) which Maybank may suffer or incur for which Maybank may become liable as a result of:
- a) Any negligence, misrepresentation or fraud on the part of the Indemnifying Party, its employees, and agents with respect to the performance of its obligations or the exercise of any its rights under this Terms and Conditions;
  - b) Any claim by the Buyer, Buyer Bank, Maybank, DuitNow QR Owner & Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
  - c) The failure of the Indemnifying Party to observe any of its obligations under this Terms and Conditions.
  - d) Any use of the DuitNow QR Brand by the Indemnifying Party other than as permitted by this agreement.
  - e) Except to the extent that such liability arises or is incurred by the other party with reason of any act omission on its part mentioned above.
- 13.5. In the event a claim is made against Maybank in respect of which it is entitled to be indemnified pursuant to Clause 13.4, Maybank will:
- a) Give notice of any such claim to the Indemnifying Party as it deems fit;



- b) Consult with the Indemnifying Party in relation to any such claim;
- c) Not to settle any claim without obtaining the prior consent of the Indemnifying Party, such consent not to be unreasonably withheld.

13.6. Maybank is not liable to the Merchant for any loss or damage suffered by the Merchant as a result of:

- a) A missing erroneous payment; and
- b) The delay or disruption caused by any system failure beyond Maybank's reasonable control.

13.7. For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

#### **14. LIABILITY FOR UNRECOVERABLE LOSS**

14.1. For Erroneous Payment Instruction/Mistaken Payment/Unauthorised and/or Fraudulent Payment Instruction that cannot be partially recovered or fully recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing the Unrecoverable Loss will be liable to bear that loss.

14.2. If Maybank has reasonable grounds to conclude after its investigation that the Merchant caused the Unrecoverable Loss, Maybank will notify the Merchant in a manner it deems fit and has the right to freeze the funds in the Merchant's account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall be no more than the amount of the Unrecoverable Loss.

14.3. The Merchant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault and/or negligence. Notwithstanding the aforesaid, this will not prohibit or limit Maybank's right to take legal action or commence legal proceedings against the Merchant, to the extent permissible by law, to make good the Unrecoverable Loss incurred.

#### **15. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS**

15.1. The Merchants acknowledge that all proprietary rights and intellectual property rights in Maybank QRPayBiz Services and/or Application provided hereunder belongs to the Bank, where applicable, its affiliates at all times.

15.2. Other than information related to the Customers' Accounts, all content available on Scan & Pay (formerly known as Maybank QRPay) Services and/or Application (including its arrangement) is the property of the Bank or Third Parties and is

protected by copyrights, trademarks, patent, or other intellectual and proprietary rights.

- 15.3. The Merchants' usage of Maybank QRPayBiz Services and/or Application does not grant the Merchants 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 Maybank QRPayBiz Services and/or Application provided thereunder without the express written approval of the Bank. In addition, the Merchants' usage of Maybank QRPayBiz Services and/or Application does not grant the Merchants a license or right to use any Third Party trademark without the express written approval of the Third Party possessing rights to such trademark.

## **16. FEES AND CHARGES**

- 16.1. The Merchants acknowledge that the Bank shall, subject to giving the Merchants twenty-one (21) days prior written notice, be entitled to levy or impose service charges or transaction fees and/or revise them from time to time in respect of the Merchants' use of or access to Maybank QRPayBiz Services or any part thereof.
- 16.2. The service charges or transaction fees may be varied from time to time at the discretion of the Bank and the same will be notified to the Merchant in a manner the Bank deems fit. The Malaysian Sales & Service Tax (SST) will be imposed on all service charges or transaction fees charged by the Bank to the Merchants under this Agreement and the Merchants agree to pay the Bank the SST amount as and when notified by the Bank in a manner it deems fits.
- 16.3. The Merchant acknowledges that the Merchant is responsible for all payment of all charges imposed by the service providers in enabling the Merchants to access and/or connect to the Maybank QRPayBiz Services and/or Application. The Merchants are also responsible for the payment of any fees and charges imposed by any Network Service Provider.
- 16.4. Subject to the Account terms of the Merchant's Account(s), the Merchant acknowledges that the Bank reserves the right to debit the Merchant's relevant Account(s) for any amounts and any Government charges or taxes payable as a result of the use of Maybank QRPayBiz Services.
- 16.5. The Merchant shall not charge nor pass on any fees to the Buyers which may arise from the use of QR Payments.

## **17. INTERNATIONAL USE**

- 17.1. The Merchant shall NOT carry out its business and simultaneously use the Maybank QRPayBiz Services and/or Application outside of Malaysia, without obtaining the prior written consent of the Bank.
- 17.2. The Merchant shall be wholly liable and responsible for any misconduct or misuse of the Maybank QRPayBiz Services and/or Application outside of Malaysia's jurisdiction.

## **18. GENERAL**

- 18.1. The Merchant hereby agree to examine all the Bank's alerts, statements (including e-Statements) and records of the Instructions, communications, operations or transactions made or performed, processed or effected through the Maybank QRPayBiz Services and/or Application regularly and in a timely manner and the Merchant hereby undertake to notify the Bank in writing 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 Merchant acknowledge that the Merchant's failure or delay to provide such notification forthwith shall be deemed as the Merchant 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 Merchant for all purposes and conclusive evidence of the transaction. The Merchant hereby agree that all such records are admissible in evidence and that the Merchant 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 Merchant's rights (if any) to so object.
- 18.2. Any Instructions transmitted by the Merchant 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.
- 18.3. The Merchant shall not be entitled to use the Maybank QRPayBiz Services, if there exist any restrictions whatsoever in relation to the Merchant's Account(s) or Third Party Account(s) either imposed by the Bank or by any relevant authorities or Third Party Bank.
- 18.4. The provisions of the Bank's Maybank2u kiosks and all computer devices and/or terminals (Property) available for the Merchant use at our branches are specially for the Merchant use and access of Maybank QRPayBiz webpage only and the

Merchant shall not use the Property for or in connection with any illegal or unauthorised purpose or activity.

## **19. SUSPENSION OR TERMINATION**

19.1. The DuitNow QR Owner & Operator or Maybank, as the case may be, reserve the right to suspend or terminate the Merchant's access to the services under the following circumstances, which includes, but not limited to:

- a) The agreement between the Merchant and Maybank is terminated or expired;
- b) The Merchant's breach of these Terms and Conditions, the applicable rules, guidelines, regulations, circular, directives or laws related to the DuitNow QR that may or may not be communicated to the Merchant by Maybank;
- c) The Merchant fails to remedy or take adequate steps to remedy its default under this agreement to the satisfaction of Maybank as Crediting Participant or DuitNow QR Owner & Operator, as the case maybe, within the timeframe specified by Maybank;
- d) The Merchant has inadequate operational control or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety, security and efficiency of the DuitNow QR;
- e) The Merchant is suspected on reasonable grounds that it has committed or will commit fraudulent act(s) in connection with DuitNow QR;
- f) Maybank may, at Maybank determination and discretion, disqualify, reject or suspend any Merchant who does not comply with the terms and conditions and/or are found or suspected to be tampering with (SSL, DuitNow QR or Maybank QRPayBiz Service), their processes, operations or campaigns including but not limited to fraudulent activities, scams or schemes such as act of deceit, deception, cheating, manipulation, and gamification ("Inequitable Conduct"). The Bank shall be entitled at any time to cancel and withhold any payment or incentives payable to the Merchant and Merchant shall upon demand reimburse or compensate the Bank for any payment, incentive, costs or damages arising from the Merchant's Inequitable Conduct;
- g) The DuitNow QR Operator has determined that the Merchant is inactive in DuitNow QR service, after a period of 12 consecutive months in which the Merchant does not receive any Payment Instructions.

19.2. Upon suspension of the Merchant from using the DuitNow QR service;

- a) The services provided to the Merchant under the DuitNow QR will be suspended immediately and the Merchant will be informed of this suspension in a manner deemed fit by Maybank;
- b) The Merchant will no longer have access to the Maybank QRPayBiz DuitNow QR module;

- c) The Merchant will stop printing and displaying the QR images to Buyers at its premises, websites etc;
- d) The Merchant is responsible for finding an alternative method to receive / collect payments during the suspension period;
- e) The Merchant must take all reasonable steps to assist Maybank to notify each Buyer affected by the action that the Merchant is no longer a participant of DuitNow QR, in the form directed by Maybank;
- f) The Merchant must cease all promotional and advertising activities that are related or can be perceived to be related to DuitNow QR;
- g) The Merchant must remove all DuitNow QR brand from the Merchant's marketing collaterals, channels, materials and website; and
- h) The Merchant must take all reasonable steps to comply with any directions of Maybank to minimise the impact on Buyer of the suspension.

19.3. The DuitNow QR Operator or Maybank, as the case may be, reserve the right to terminate the services under these Terms and Conditions or DuitNow QR under the following circumstances with notification of the termination to the Merchant, which includes, but not limited to:

- a) These Terms and Conditions between the Merchant and Maybank are terminated or have expired;
- b) The Merchant has breached these Terms and Conditions, the applicable rules, guidelines, regulations, circulars, directives or laws related to DuitNow that may or may not be communicated to the Merchant by Maybank;
- c) The Merchant fails to remedy or take adequate steps to remedy its default under this Terms and Conditions to the satisfaction of Maybank or the DuitNow QR Operator, as the case maybe, within the timeframe specified by Maybank and at its discretion;
- d) The Merchant has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow QR;
- e) Court order(s) which affects the Merchant's or Maybank's membership and /or legal status;
- f) Directive(s) issued by regulatory or government authority affecting the Merchant's or Maybank's membership and/or legal status;
- g) The Merchant's insolvency such as but not limited to the Merchant being declared bankrupt or financially insolvent;
- h) Maybank's membership in this DuitNow QR has been terminated or suspended by the service provider and the Merchant has not appointed a replacement for Maybank;

- i) The DuitNow QR operator has determined the Merchant is inactive or the Merchant is deemed inactive meaning that there are no DuitNow QR transactions for a period of 12 consecutive months.
- 19.4. Upon termination of this Terms and Conditions, the participation of the Merchant in DuitNow QR will be automatically terminated and the Merchant will no longer have access to the Maybank QRPayBiz mobile application to generate the DuitNow QR and the related services.
- 19.5. Notwithstanding anything herein to the contrary, the Bank may at any time, suspend or terminate the Merchant's right of access to Maybank QRPayBiz Services and/or Application 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 Maybank QRPayBiz Services and/or Application and its users where the Bank deems appropriate. The suspension or termination will be notified to the Merchant in a manner the Bank deems fit.
- 19.6. The Bank shall automatically terminate the Merchant's right of access to the Maybank QRPayBiz Services and/or Application should the Merchant be listed or named in any blacklisted and/or negative reports, cease to maintain any Account(s) with the Bank or Third Party Bank or should the Merchant 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 applicable laws and/or regulations and/or to ensure or maintain the security of Maybank QRPayBiz Services and/or Application and its users where the Bank deems appropriate. The termination will be notified to the Merchant in a manner the Bank deems fit.
- 19.7. The Merchant may voluntarily terminate their access to Maybank QRPayBiz Services via the Application or by giving prior written notification to Maybank and send it to [qrkyc@maybank.com](mailto:qrkyc@maybank.com)
- 19.8. Upon voluntary termination, the Merchant may terminate its usage by deleting the Application and cease access or usage of Maybank QRPayBiz Services.
- 19.9. Notwithstanding the instances as stated above, the Bank reserves the right to terminate the Merchant access to Maybank QRPayBiz Services and/or Application without assigning any reason thereto.

- 19.10. The Merchant acknowledge 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 Merchant's behalf.
- 19.11. In the event that there is no transaction/activity for a continuous period of twelve (12) months, your QRPayBiz Services will be deemed inactive and subsequently access will be automatically deregistered.
- 19.12. In the event that the Merchant intends to reactivate the account referenced in clause 19.7, the Merchant may do so either through the Application or by providing written reactivation letter to Maybank at [qrkyc@maybank.com](mailto:qrkyc@maybank.com). The reactivation of the account will be subject to the Bank's review process.

## **20. INDEMNITY**

- 20.1. The Merchant hereby agree to be liable for and to fully indemnify and keep the Bank fully indemnified from and against any and all claims, legal actions, proceedings, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of:
- a) the Merchant's breach or violation of these Terms and Conditions or any Third Party rights;
  - b) the Merchant's use or purported use of Maybank QRPayBiz Services and/or Application;
  - c) the Merchant's fraudulent acts;
  - d) the Merchant's disclosure of Access Codes to any other person or in any emails or on other websites;
  - e) the Merchant's failure to take reasonable steps to keep the Access Codes private and/or secure at all times;
  - f) the Merchant'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;
  - g) the Bank discharging a mandate provided by the Merchant
  - h) the Bank carrying out instructions provided by the Merchant via any of their Access Codes;
  - i) the Bank enforcing its rights against the Merchant; or
  - j) 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 Merchant.

20.2. The Merchant's liability and obligation to indemnify hereinabove however shall not apply to the extent that the same arises from:

- a) a technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
- b) a proven weakness or vulnerability in the security features and controls adopted by the Bank;
- c) transaction(s) that occurred after the Bank has been notified by the Merchant in writing 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 directly or indirectly due to the Merchant's own act or omission or the acts or omission of persons or entities under its control;
- d) transaction(s) that occurred immediately prior to the Bank being notified by the Merchant in writing of the 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 of the Access Codes was not due to the Merchant's own act or omission (or the acts or omission of persons or entities under its control) and that the notification was made forthwith and without delay;
- e) transaction(s) that occurred prior to the Merchant's receiving any Access Codes in relation to the transaction; or
- f) where applicable, Access Codes that are forged, faulty, expired or cancelled provided that they are not directly or indirectly due to the Merchant's own acts or omissions or the acts or omission of persons or entities under its control.

20.3. Maybank is not liable to the Merchant for any loss or damage suffered by the Merchant as result of:

- a. A missing or erroneous payment and
- b. The delay or disruption caused by any system failure beyond Maybank's reasonable control



## 21. NOTICES

21.1. The Merchant hereby consent to all notices and other communications which concern Maybank QRPayBiz Services and/or Application are required under these Terms and Conditions, to be given by the Bank in any one of the following manners:

- a) By ordinary post to the Merchant's last address in the Bank's records and such notification shall be deemed received two (2) business days after posting;
- b) By electronic mail to the Merchant's last known e-mail address in the Bank's records and such notification shall be deemed received twenty-four (24) hours after sending;
- c) By being displayed on the Bank's premise and such notification shall be deemed effective upon such display;
- d) 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;
- e) By inserting a notice in the Bank's statement of Account to the Merchant 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 Merchant;
- f) Broadcasting a message on the Maybank2u.com website. Click [here](#); or
- g) By notification to the Merchant in any other manner as the Bank deems fit.

## 22. FORCE MAJEURE

The Bank shall not be liable to the Merchant, it's representatives, agents or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if the Bank and / or Third Party are unable to perform any of its obligations hereunder or to provide any of the services due to the Force Majeure events which are beyond the control of the Bank such as but not limited to the events of a pandemic, epidemic, law or government regulation, strikes, acts of God, acts of nature, fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities.

## 23. SEVERABILITY AND WAIVER

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. 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.

## 24. VARIATIONS

The Merchant acknowledge that (among others) to ensure the improvement, smooth and efficient provision of Maybank QRPayBiz Services, the Bank shall have the right and discretion to make such amendments and modifications as it deems necessary to:

- a) the procedures and processes applicable to Maybank QRPayBiz Services and/or Application (i.e. procedure for registration and activation Merchant, etc.); and
- b) the trade or service names used in relation to Maybank QRPayBiz Services and/or Application as referred to in these Terms and Conditions. Notwithstanding the same, the Merchant 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 Maybank QRPayBiz Services whereby the amended or 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.
- c) Any provisions herein cannot be waived except in writing signed by both the Bank and the Merchant granting the waiver

## 25. COMPLAINTS

25.1. If the Merchant have any enquiries or require any assistance, please refer to our helpdesk at 1-300-88-6688 or +603-7844 3696 (if the Merchant is overseas). In addition, the Merchant are advised to review our Privacy Policy, Security Statement and Client Charter in the Maybank2u.com website. For Non-Maybank Customers who have queries or issues or complaints related to their Third Party Bank Accounts, please contact the relevant Third Party Bank's helpdesk.

25.2. In the event that the Merchant have any complaints and/or disputes arising from Maybank QRPayBiz Services and/or Application and these Terms and Conditions, please refer the matter to the Bank at the address stated in Clause 24.5.

25.3. The Merchant shall specify the nature of the Merchant'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.

25.4. The Merchant undertake that any such complaints and/or disputes made by the Merchant are true and legitimate and the Merchant acknowledge that the Merchant shall be liable to the Bank in relation to false or fraudulent complaints or claims.

25.5. All complaints to the Bank concerning Maybank QRPayBiz (Merchant module) and these Terms and Conditions shall be in writing, signed by the Merchant and sent to the Bank at the following address:

Malayan Banking Berhad  
Service Fulfilment Unit  
Virtual Banking & Payment  
Maybank Group Customer Care  
Lot 12 Jalan Astaka U8/84  
Seksyen U8, Bukit Jelutong 40150 Shah Alam  
Selangor Darul Ehsan

Telephone no.: 1300-88-6688  
Overseas telephone no.: +603-78443696  
Fax no.: 1300-88-8899  
Email address: mgcc@maybank.com.my

## **26. LAW AND JURISDICTION**

These Terms and Conditions shall be governed by the Laws of Malaysia and the Merchant 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 Maybank QRPayBiz Services and/or Application. The above governing law and place of adjudication of dispute shall apply notwithstanding the access location of the Merchant.

## **27. DISCLAIMER**

27.1. The materials and information made available via the Maybank QRPayBiz Services and/or Application including but not limited to services, products, information, data, text, graphics, audio, video, links or other items are provided by the Bank on an "as is" and "as available" basis. References to material and information contained on Maybank QRPayBiz Services and/or Application include such material and information provided by third parties.

27.2. The Bank does not make any express or implied warranties including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of Maybank QRPayBiz Services and/or Application and the material, information and/or functions therein. Further, the Bank does not warrant that access to the whole or part(s) of Maybank QRPayBiz Services and/or Application, the materials, information and/or the functions contained therein will be provided uninterrupted or free from errors or that there will be no delays,

failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile devices and/ or computer system. Except as otherwise expressly stated in these Terms and Conditions and to the extent permitted under the applicable laws and regulations (which includes any guidelines, circulars, directives, statements or rules issued by the relevant governing bodies), the Bank expressly disclaims any liability for errors and omissions in such materials, information and/or functions as well as delays, failure or error of access and/or transmission. Without limiting the above and/or the terms and conditions of the applicable agreements governing all the products and services of the Bank, reasonable measures will nevertheless be taken by the Bank to ensure the accuracy and validity of all information relating to transactions and products of the Bank which originate exclusively from the Bank.

## **28. PROVISION OF RECONCILIATION INFORMATION**

28.1. The Bank shall make available to the Merchant the following minimum information upon request for the purpose of facilitating the Merchant's reconciliation processes and accounting for payment of receipts and fees:

- 28.1.1. Reference No. or Business Message Identifier;
- 28.1.2. Payer's Name;
- 28.1.3. Recipient Reference;
- 28.1.4. Other payment details, where applicable;
- 28.1.5. Transaction amount;
- 28.1.6. Transaction date and time;
- 28.1.7. Debiting Participant's name;
- 28.1.8. Account type;
- 28.1.9. Gross total transaction value;
- 28.1.10. Total transaction volume; and
- 28.1.11. Total fees and/or commissions charged

28.2. The Bank shall also deliver to the Merchant, the information described in clause 28.1 at the minimum the following manner:

- 28.2.1. Mobile application;
- 28.2.2. Internet banking;
- 28.2.3. Data files or electronic files;
- 28.2.4. Statements and/or e-statements; or
- 28.2.5. Reports, either electronic or in hardcopies

## **29. REPRESENTATION AND WARRANTY**

29.1. The Merchant acknowledges and agrees that the obligation of the confidentiality extend but not limited to those specified in Clause 11, the disclosure of fees and

charges referenced in Clause 16 contained in this Terms and Conditions and any technology or know-how related to the service or the performance of this Terms and Conditions.

29.2. The Merchant agrees to comply with Personal Data Protection Act (“PDPA”) of which it is bound and shall not do any act that will cause the Bank, and the DuitNow QR Owner & Operator to breach any personal data protection laws.

**Disclaimer: The following additional Terms and Conditions below is only applicable if Merchant is listed as Sama-Sama Lokal merchant. If the Merchant is listed as Sama-Sama Lokal merchant, the following additional Terms and Conditions shall be read together with the Terms and Conditions of Maybank QRPAY Biz Mobile Application – For Merchant/Merchants.**

### **SAMA-SAMA LOKAL**

Maybank2u Sama-Sama Lokal Platform  
Terms & Conditions for Online Order Merchants

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Maybank2u Sama-Sama Lokal (“Sama-Sama Lokal”) is a platform organized by Malayan Banking Berhad (196001000142) (“Maybank”) to connect consumers with vendors. By using Sama-Sama Lokal, you agree to be bound by these terms & conditions (collectively “Terms and Conditions”).

#### **1. General Terms & Conditions**

- 1.1. By agreeing to be listed on the Sama-Sama Lokal in Maybank2u MY and MAE by Maybank2u app (“the Platform”), you as a Merchant have agreed to be bound to these terms.
- 1.2. Upon participating as a Merchant, all payment settlement will be done via batch crediting, on a daily basis, one day after the transaction date (T+1).
- 1.3. Merchants using MAE as transaction account for Scan & Pay (formerly known as Maybank QRPAY) & Sama-Sama Lokal will be limited up to the maximum wallet size and transaction amount limit of MAE, and must ensure their MAE account is able to receive payment settlements. Maybank will not be responsible for any payment settlement failures caused by MAE’s wallet size and transaction amount limits.

- 1.4. Merchants onboarded on the Sama-Sama Lokal's platform must be selling legal, genuine and authentic items only. Counterfeit items are strictly prohibited as per Appendix I.
- 1.5. If a Merchant wishes to exit the Platform, you will need to contact the relevant customer support number provided on the Platform.
- 1.6. Maybank reserves the right to verify and/or require proofs from Merchants on the transactions made on the Platform to verify that they are genuine and valid transactions and this include requiring copies of documents related to the transactions or the right to contact your customers to confirm if indeed the purchases are made using the Platform.
- 1.7. Maybank may, at Maybank determination and discretion, disqualify, reject, terminate, remove or suspend any Merchant who does not comply with the terms and conditions and/or are found or suspected to be abusing or tampering with Sama-Sama Lokal, DuitNow QR or Maybank QRPay Biz Services, their processes, operations or campaigns including but not limited to fraudulent activities, scams or schemes such as act of deceit, deception, cheating, manipulation, gamification or accepting orders not made through the Platform ("Inequitable Conduct"). The Bank shall be entitled at any time to cancel and withhold any payment or incentives payable to the Merchant and Merchant shall upon demand reimburse or compensate the Bank for any payment, incentive, costs or damages arising from the Merchant's Inequitable Conduct.
- 1.8. Maybank reserves the right to remove the Merchant from the Platform with immediate notice under any circumstances or for any reason.
- 1.9. The Merchant agrees to indemnify Maybank, its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which Maybank may suffer or incur as a result, directly or indirectly, as a result of the permitting the merchant to be listed on the Platform. The Bank shall not be liable for any claim, loss, damages, charge, costs or expenses suffered or incurred by you due to your participation on this Platform or due to any matters related to or arising from these Terms and Conditions.
- 1.10. The Merchants agree and acknowledge that the Bank is entitled to impose service charges or transaction fees on Sama-Sama Lokal transactions. The service charges or transaction fees will be based upon the total value of the purchases made on the platform, and the amount will be deducted directly

from the settlement amount to the Merchants, subject to waivers or fee holidays premised on applicable marketing campaigns (if any).

- 1.11. The Bank shall be entitled to prescribe the rate or amount of the service charges or transaction fees and/or revise them from time to time upon giving twenty-one (21) days prior written notice to the Merchants in a manner determined by the Bank.
- 1.12. All transaction fee on Sama-Sama Lokal transactions will be waived until further notice.
- 1.13. Merchant is not allowed to place any order from their own store, either by themselves or through a third-party, and use the promo code (if applicable) with the order. Orders made in this manner are not eligible for participation in this Campaign. If the order is processed, Maybank reserves the right to immediately take the appropriate action(s) against the Merchant or the Eligible Customer to recover the discounted amount including the right to set off the amount from your account with prior notice via your email registered with Maybank.

## **2. Fulfilment of Orders**

- 2.1. Merchants will receive Order Notification via Maybank QRPayBiz App Push (Manager Login) upon successful order payment done by customer. All incoming order(s) are auto accepted by the system.
- 2.2. Merchant is able to view all successful orders via QRPayBiz App (Manager Login) under Transactions - Order with customer details such as transaction date and time, order number, customer's purchased item(s), delivery method (On-Demand Delivery - 3rd Party Delivery / Self Delivery, EMAIL or Customer Self Pick-up), customer's delivery address, name, contact number and total sales.
- 2.3. Order placed on Sama-Sama Lokal platform should be same day delivery or else Merchant is required to state the delivery lead time under "Business Description" to display in store or for any Pre-Ordered Products must state the date when the product will be ready for delivery to manage customer expectations.
- 2.4. In any case where there is an order cancellation request or Merchant unable to fulfill the order for any out of stock items, Merchant is responsible to contact customer to replace an item with same value as long as customer consents to the replacement or contact Sama-Sama Lokal Merchant Support hotline at 03-7847 8855 (Operating Hour: Mon-Sun from 9am until 8pm) or via email



at [samasamalokal.support@maybank.com](mailto:samasamalokal.support@maybank.com) to cancel order and Maybank will proceed refund to customer within 7 working days.

### **3. Delivery and Fulfilment**

- 3.1. Merchant has the option to setup delivery method (3rd Party, Self-Delivery, Self-Pickup) in QRPayBiz App to fulfil order.
- 3.2. Maybank is not responsible for any errors in orders or late deliveries. Maybank is merely facilitating a directory on the Platform to build awareness for the community.
- 3.3. 3<sup>rd</sup> Party Delivery
  - 3.3.1. The assignment of delivery service providers will be automatically assigned by system via Delyva, an aggregated delivery partner platform.
  - 3.3.2. For areas that are not covered by Delyva for system to AUTO assign a rider, merchants are required to use other delivery methods or to have the customer perform a self-pickup.
- 3.4. Merchant delivery
  - 3.4.1. The Merchant is free to use their own preferred delivery partner by setting up delivery fee in QRPayBiz App, and Maybank does not have any control over the delivery partner selected by the Merchant.
  - 3.4.2. Merchant is responsible to check and confirm the incoming order label before process the order. If the order label marked as "Self Delivery", merchant is required to manage own delivery and update customer on the order status since the delivery is not trackable in M2u and MAE App.
- 3.5. Self-Pickup

The Merchant expect customer to pick up order from their business location. Merchant is required to contact customer to check on pickup time.

### **4. Merchant Obligations & Responsibility**

- 4.1. In absence of rider or order has been cancelled after food has been prepared on item collection at merchant's outlet, merchant should contact our Sama-Sama Lokal merchant support team at 03-7847 8855 for re-assignment. We will not refund & compensate for any charges if merchant sent the item via self-delivery.
- 4.2. Maybank have the right to debit or set off merchant account if the order not fulfilled, missing items, stale & no longer fresh, wrong product description and

other disputes which merchant is deemed to be responsible upon investigation.

- 4.3. Merchant should be fully responsible on food condition which delivered to customer, ensure adequate packing is done either by using tape or other viable method to seal the packages prepared for delivery to avoid any defective order or damages to the goods.
- 4.4. Merchant are responsible to provide correct items to correct rider. Merchant should confirm with the rider on customer name & items ordered before passing the order to rider. Merchant will solely responsible on any error occurred.
- 4.5. In the event merchant unable to perform delivery due to merchant's fault whereby rider have been assigned to order, Maybank have the rights to penalize merchant for any additional cost incurred by Maybank to delivery service providers.

## **5. Personal Data**

- 5.1. By enrolling and participating on the Platform, the Merchant agree and consent to allow his/her personal data being collected, processed and used by Maybank in accordance with Maybank Privacy Statement, which may be viewed on [www.maybank2u.com.my](http://www.maybank2u.com.my) ("Maybank's Statement Notice"). The merchants may contact Maybank to seek clarification should any of the Terms and Conditions is not fully understood.

In addition, and without prejudice to the terms in the Maybank's Privacy Statement, the Online Order Merchants agree and consent to his/ her personal data or information being collected, processed and used by Maybank for:

- a. the purposes of the Platform; 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, online, digital media and on the Internet.
- 5.2. This Agreement and all matters pertaining to this Agreement including but not limited to, all information relating to the Sama-Sama Lokal's customers shall be considered as confidential in nature and shall not be disclosed by the

Merchant to any third party unless the said disclosure is mandatory by law. This information includes but not limited names and contact details of the customers who places an order or purchase goods or services from the Merchants. You shall not copy, reproduce or store in any form the information of the customers for any purpose other than related to Sama-Sama Lokal. For the avoidance of doubt, the obligations under this clause shall survive the termination or expiration of this Agreement. The Merchants additionally agree to be bound by the Personal Data Protection Act 2010 and its rules and regulations.

**Appendix I**  
**Business Categories Accepted on Sama-Sama Lokal**

<b>Category</b>	<b>Business Sub-Categories (Product/Service) Categories</b>
<b>Cuti-Cuti Malaysia</b>	Hotel, Travel Agency/Tour Packages, Leisure Activities, Homestay/Staycation, Transportation/Car Rental, Pocket Wi-Fi/SIM Card
<b>Hawkers</b>	Halal, Non-Halal, Chinese, Malay, Indian, Western, Thai, Korean, Japanese, Indonesian, Italian, Taiwanese, Vietnamese, Vegetarian, Beverages, Snacks, Desserts, Burgers, Mamak
<b>Beverages, Snacks &amp; Desserts</b>	Coffee & Tea, Chocolate, Juice & Smoothies, Beverages, Bakery, Bubble Tea, Ice Cream, Cakes, Cookies, Desserts
<b>Restaurants &amp; Cafes</b>	Halal, Non-Halal, Chinese, Malay, Indian, Western, Thai, Korean, Japanese, Indonesian, Italian, Taiwanese, Vietnamese, Vegetarian, Beverages, Fast Food, Dim Sum, Hot Pot, Seafood
<b>Markets &amp; Sundries</b>	Halal, Non-Halal, Bakery & Confectionery, Eggs, Fish & Seafood, Fresh Meat & Poultry, Fresh Vegetables, Chilled & Frozen Food, Frozen Meat, Dry Food, Frozen Pastry, Beverages, Alcoholic Beverages, Noodles, Cooking Supplements, Dairy, Juices, Tea & Coffee, Carbonated Drinks
<b>Fruits</b>	Fresh Fruits, Fruit Snacks, Fruit Baskets
<b>Health &amp; Beauty</b>	Face Care, Feminine Care, Body Care, Hair Care, Oral Care, Skin Care, Health Food & Supplements, Male Grooming, Cosmetics & Fragrances, Beauty Tools & Accessories
<b>Men's Fashion &amp; Accessories</b>	Clothing, Shoes, Bags & Wallets, Watches & Eyewear, Accessories & Jewelry, Muslim Wear
<b>Women's Fashion &amp; Accessories</b>	Clothing, Shoes, Bags & Wallets, Watches & Eyewear, Accessories & Jewelry, Muslim Wear
<b>Baby, Kids, &amp; Toys</b>	Baby Food, Baby Toiletries, Diapers & Wipes, Milk Powder, Kid's Toys, Girl's Fashion, Boy's Fashion
<b>Groceries &amp; Pets</b>	Baking, Biscuits & Cakes, Canned Food, Cereals, Confectionery, Dry Condiments, Jams & Spreads, Organic, Pasta & Instant Noodles, Rice, Sauces & Dressings, Snacks, Cutleries, Laundry & Household Supplies, Pet Food, Pet Accessories
<b>Sports Apparel &amp; Equipment</b>	Fitness Equipment, Camping & Hiking, Fishing, Bicycles, Water Sports, Indoor Sports, Outdoor & Adventure, Footwear, Clothing
<b>Hobby &amp; Leisure</b>	Travel & Luggage, Books & Stationeries, Hobbies & Gifts, Collectibles, Music Instruments, Party Accessories

Category	Business Sub-Categories (Product/Service) Categories
<b>Florists</b>	Loose Flowers, Bouquet, Box, Hampers, Basket, Gift Set & Bundles, Fresh Flowers, Preserved Flowers
<b>Home Appliances</b>	Kitchen Appliances, Sewing Machines, Vacuum, Cooling & Heating, Security & Surveillance, Home Entertainment, Washers & Dryers, Irons & Garment Steamers
<b>Mobile, IT, &amp; Camera</b>	Gadgets, Gaming & Consoles, Computers & Accessories, Cameras & Drones, Audio Accessories, Smart Devices, Printers, IT Parts
<b>Automotive &amp; Motorcycles</b>	Car Oils & Fluids, Car Accessories & Care, Car Parts, Wheel & Tires, Tools & Equipment, Merchandise, Oils & Fluids, Motor Accessories & Care
<b>Household</b>	Garden, Kitchen, Plumbing & Piping, Tiles, Toilets, Paint, Tools & Equipment, Lighting, Hardware Accessories & Tools, Bedroom, Living, Decorations & Accessories

### Prohibited Items on Sama-Sama Lokal

-Updated as of 1 August 2022-

Category	Prohibited Products
Tobacco and nicotine products	<ul style="list-style-type: none"> <li>- Cigarettes including kretek and cigars</li> <li>- E-cigarettes (including nicotine liquids, non-SIRIM certified- kits, atomisers, tanks, mods and other accessories)</li> <li>- Tobacco or herb grinder</li> </ul>
Pharmaceutical products	<ul style="list-style-type: none"> <li>- Pharmaceutical products containing substances banned by the Ministry of Health (including slimming pills, sensual pills)</li> <li>- Unregistered pharmaceutical products (where such products require registration)</li> </ul>
Medical devices	<ul style="list-style-type: none"> <li>- Unregistered medical devices</li> <li>- HIV test kits, Virus test kits</li> </ul>
Toys	<ul style="list-style-type: none"> <li>- Toys without Malaysian Conformity (MC) mark</li> <li>- Realistic replicas of guns and accessories</li> </ul>
Weapons	<ul style="list-style-type: none"> <li>- Guns and accessories</li> <li>- Paintball guns</li> <li>- Airsoft guns</li> <li>- Blaster guns and slingshots</li> </ul>

Category	Prohibited Products
	<ul style="list-style-type: none"> <li>- Knives longer than 7.6 cm (3 inches)</li> <li>- Swords</li> <li>- Pepper spray</li> <li>- Self-defense weapons</li> </ul>
Coin and currency	Includes bitcoin and e-currency
Alcoholic drinks	Wine, beer, champagne and other spirits
Food	<ul style="list-style-type: none"> <li>- Foods claiming medical or health benefits not allowed by the Ministry of Health</li> <li>- Non-pasteurized dairy products, fresh goods, wild mushrooms</li> </ul>
Products infringing a third party's Intellectual Property Rights (IPR)	Replicas, counterfeits or pirated versions of an original product
Adult products	- Adult toys or lingerie which depict genitalia, use explicit language/content in product listing
Telecommunications equipment	Non-standard or non-certified telecommunications equipment, which DO NOT comply with Malaysian Communications and Multimedia Commission (MCMC)
Electric and electronics equipment	Non-standard or non-certified telecommunications equipment, which DO NOT comply with Malaysian Communications and Multimedia Commission (MCMC)
Halal products	Non-halal products or services which use the "halal" sign unlawfully
Financial products	<ul style="list-style-type: none"> <li>- Products and services requiring licence from Bank Negara such as insurance, unit trust, stockbroking, FOREX trading and loans</li> <li>- Store valued cards, digital currency or credit cards</li> <li>- Lottery tickets</li> </ul>
Other items prohibited by law	<ul style="list-style-type: none"> <li>- Uniforms of police and armed forces</li> <li>- Items that promote violence, racism, hatred or offends religious beliefs</li> <li>- Unlawful multi-level marketing (MLM) schemes or pyramid schemes</li> <li>- Sales of low value mystery gift with high price</li> <li>- Stolen goods</li> </ul>
Animal & Wildlife products	Wildlife animals or items made using wildlife animals

<b>Category</b>	<b>Prohibited Products</b>
Used & rejected items	Used cosmetics, recalled items
Explosive items	Fireworks, firecrackers (including Pop)