

Maybank Overseas Transfer - Terms & Conditions

This Terms and Conditions should be read together with the **Maybank2u Online Banking Services Terms & Condition**, **MAE by Maybank2U App Terms and Conditions** and the **Terms & Conditions Governing Banking Accounts** which are available at www.maybank2u.com.my.

1. Definitions in these Terms and Conditions, unless the context requires otherwise, references to "we", "us", "our" "Maybank" and "Bank" are to Malayan Banking Berhad and references to "you", "your" or "Customer" means the customer of the Bank using the fund transfer service of Maybank Overseas Transfer to a Recipient Account.

"Maybank Overseas Transfer", "Fund Transfer" or "Facility" means the money transfer facility made available by the Bank to the Customer in accordance with these terms and conditions.

"Current Account" means any Maybank current account maintained by the Customer.

"Savings Account" means any Maybank savings account maintained by the Customer.

"Recipient Account" means any savings or current account maintained by the recipient of the funds with any Maybank Entity or other applicable banks (the list of applicable banks can be found at <https://www.mas.gov.sg/regulation/payments/meps>) via the Facility.

"Maybank Entity" means Maybank Singapore Limited (MSL) and the Singapore Branch of Malayan Banking Berhad (MBS).

2. You may use the Facility to debit such sum from your Savings Account or Current Account and transfer the said sum to any Recipient Account.
3. Fund Transfer Instructions shall be subject to such limits and conditions as imposed and/or revised by the Bank or relevant authorities at their absolute discretion from time to time.
4. You agree that the Bank shall be entitled to charge such fees as may be determined by the Bank for the provision of the Facility to you. The Bank shall debit your Savings or Current Account as the case may be for the charges incurred and in event of any change in such charges and/or fees, the Bank shall provide twenty one (21) days prior notice to you. Furthermore, the applicable service fee will also be made known to you at the point you perform your transaction.
5. The Bank shall effect the transfer of such sum to the Recipient Account in accordance with the information and/or instructions provided by you, in the currency of the Recipient Account converted from Malaysian currency at such prevailing exchange rate on such date as the Bank may determine at its discretion.

6. You shall ensure that all information and/or instructions provided by you to the Bank for the purposes of effecting any transfer under the Facility is complete, true and accurate. You further agree to provide such further information that the Bank may require for the purpose of effecting any transfer.
7. Instructions provided by you to the Bank where you are transferring funds to your own account or the Recipient Account shall also be subject to the terms and conditions and/or approval of the bank with which that other account is maintained. For the avoidance of doubt, this Fund Transfer service shall be available for the transfer of funds to your own account or the accounts of third parties with such bank(s) as may be determined by the Bank from time to time.
8. Whilst the Bank will in its best endeavor conduct the necessary verification on any instructions and/or information received, the Bank may act upon, rely on or hold you solely responsible and liable for all instructions transmitted to the Bank (whether actually provided by you or not) and the Bank shall not be liable for any unauthorized transactions. You agree that the Bank may treat the information and/or instructions received as valid notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such information and/or instructions and you shall fully indemnify the Bank for any losses or damages or cost (including legal costs on a full indemnity basis) arising from the Bank relying on such instructions and /or information.
9. Should a transaction be rejected, you shall be notified either immediately or depending on the response time of the applicable beneficiary bank in which the Recipient Account is maintained. Notwithstanding this, should the beneficiary bank to which the Fund Transfer is made to delays, rejects, refuses or is otherwise unable to accept such Fund Transfer or should there be any system issue that results in said delay, rejection, refusal or non-acceptance of the Fund Transfer, you shall be duly refunded after the relevant investigations have been conducted by the Bank to confirm that said delay, rejection, refusal or non-acceptance of the Fund Transfer was a result of the Bank's system issue. The amount refunded will be dependent on the prevailing exchange rate as on the day said refund is issued and charges imposed by the beneficiary bank, if any.
10. The Bank shall not be liable to you in any way for any losses, costs, claims, expenses or damages incurred by you in connection with the Facility unless it is solely attributable to the negligence of the Bank including but not limited to delay or failure of transmission of instructions by any other entity involved in the process of the Fund Transfer or due to any government order, court order, law, levy, tax or exchange restrictions. You also acknowledge and agree that the Bank shall not be responsible or liable for any delay or failure to effect Fund Transfer where the beneficiary bank to which the Fund Transfer is made to has delayed, rejected, refused or is otherwise unable to accept such Fund Transfer.
11. There shall be no cancellation of the fund transfer under this Facility.

12. The Bank may by providing twenty one (21) days' prior notice via Maybank2U vary these Terms and Conditions and such variation to take effect on the date specified by us. If you use the Facility after such date you are deemed to have accepted such variation.
13. These Terms & Conditions shall be supplemental to the existing Terms and Conditions Governing Banking Accounts, Maybank2u Online Banking Services Terms & Conditions, and **MAE by Maybank2U App Terms and Conditions**. These Terms and Conditions shall prevail over any provisions or representations contained in any promotional materials (including without limitation printed posters or leaflets) advertising this application.
14. These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Malaysian Courts.

15. Queries and Complaints

- a. In the event that you have any queries and/or complaints arising from your transaction, relating to the Terms and Conditions herein or use of the Facility, you may refer the matter to Maybank Group Customer Care at 1-300-88-6688 or 603-7844 3696 (if you are overseas), submit via maybank2u website or in writing to the Bank at the following address:

Malayan Banking Berhad
Internet Banking, Maybank2u Business
Virtual Banking Lot 12, Jalan Astaka U8/84
Section U8, Bukit Jelutong
40150 Shah Alam, Selangor

- b. Maybank shall use its reasonable endeavors to respond to the queries and resolve any problems or issues as may be raised by you;
- c. You shall specify the nature of your query, complaint and/or dispute and such other details or information as may be required by Maybank and such complaint and/or dispute shall be handled and/or resolved in accordance with Maybank's internal complaints and dispute resolution procedure.