

TERMS & CONDITIONS GOVERNING SCAN & PAY

Please read these Terms and Conditions carefully as they apply and regulate your use of Scan & Pay service ("**Scan & Pay**"). It is important that you read and understand these Terms and Conditions carefully as they highlight your responsibilities, the operations and possible risks in using Scan & Pay.

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

Scan & Pay is provided as part of Maybank's Maybank2u mobile application ("**Application**") service, and shall be read in conjunction with the following terms and conditions (collectively referred to as "**Other Terms**"):

- the Terms and Conditions of Access;
- the Terms and Conditions governing Internet Banking Services;
- the Terms and Conditions governing Banking Account(s) (Conventional or Islamic , as the case may be),
- the Terms and Conditions governing Funds Transfer and Remittance Services;
- where the QR Transaction is a P2P QR Transaction, the Terms and Conditions governing PayNow Services; and
- any other terms and conditions of Maybank applicable to your banking relationship with us without limitation or qualification.

In the event of any inconsistency between these Terms and Conditions and any Other Terms, these Terms and Conditions shall prevail.

From time to time, we may need to revise these Terms and Conditions, in which case we will, subject to giving 30 days prior notice communicate the revision via such modes including announcements on Maybank2u website and/or application. Your continued use of Scan & Pay 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 Scan & Pay.

1. DEFINITION

The following definitions apply unless otherwise stated:-

"Access Codes" refers to Username, Password and/or PIN and/or such other confidential authentication information that is required to access and/or use Scan & Pay, whether in the form of words, codes, numbers, sets of characters or biological input or such other form or combination thereof, as may be prescribed by Maybank from time to time.

"Business Day" means any calendar day from Monday to Friday, except a public holiday or bank holiday in Singapore.

"you" or **"your"** refers to a customer of Maybank who makes a QR Transaction via Scan & Pay.

"Biometric Authentication" 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 is not limited to fingerprint scanning (known as Quick Touch), Face ID and Voice ID.

"Cards" refers to your Maybank Credit Card or Debit Card account.

"CASA" refers to your Maybank Current Account and/or Savings Account, and may include the Card, where applicable.

“Cashier” refers to the person who is given authority by a Merchant to generate QR Codes and receive QR Transactions from you on behalf of the Merchant.

“Maybank” or “us” or “our” refers to Maybank Singapore Limited, and includes its successors in title and assigns.

“Merchant” refers to a merchant, seller or any person who accepts and receives QR Transactions (for payment for goods, services, bills or otherwise) from you through Scan & Pay. This may include without limitation any businesses registered with the Accounting and Corporate Regulatory Authority of Singapore, e.g. companies, sole proprietorships, partnerships, limited partnerships, limited liability partnerships, government agencies, statutory bodies, societies and other similar entities.

“Mobile Device(s)” refers to the mobile phone or such other communication device which is used to access Scan & Pay and/or the Application.

“Partner” refers to the payment platform that facilitates QR Transactions made between you and Merchant.

“Password” refers to the password for access to Maybank2u Online Banking and the Application.

“person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

“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. The QR Codes can be read using the camera of a smartphone or Mobile Device that is equipped with QR reader.

“Scan & Pay” is a service which allows you to make payments to a Merchant for goods and services and/or to perform a transfer to a Merchant/Recipient using a unique two-dimensional QR Code.

“QR Transactions” refers to payments or transfers made by you by transferring monies into the Merchant’s/Recipient’s account using Scan & Pay, including without limitation,

- (a) QR Code transactions on NETS terminals (or any other payment terminals acceptable to us) at any participating Merchant’s outlet; and
- (b) Peer to peer transactions where the Recipient is identified through his or her QR Code (**“P2P QR Transactions”**).

“Recipient” means any person who receives a QR Transaction.

2. ELIGIBILITY

2.1 Scan & Pay is offered to customers who are individual users of the Application.

3. SCAN & PAY SERVICES

3.1 You agree to download and install Maybank2u SG and/or Maybank2u SG (Lite) mobile application to set up and use Scan & Pay. You are required to select a CASA to be used by Maybank for deduction of funds for QR Transaction, and permit the Maybank2u mobile application to access the camera function in your mobile device in order for you to scan the QR Code or to access the photo library or other such functions that store images or photos in your mobile device in order for you to import a QR code which was previously saved to your device, and you acknowledge that you will hold us harmless from any losses that you may suffer as a result of your doing so.

3.2 You shall observe all security measures prescribed by Maybank from time to time relating to Scan & Pay including but not limited to the following measures:-

- enable lock on the Mobile Devices;

- not keep any written record of Access Codes on, with or near the Mobile Devices;
- not display or to allow another person to see the Access Codes during Access Codes entry;
- not use the Access Codes negligently or recklessly which will contribute to or cause losses from any unauthorized QR Transaction by any third party;
- avoid using date of birth, identity card number or mobile number as the Access Codes;
- check the account details and transactions and report any discrepancy without undue delay;
- log out from the Application properly after use and not leave your Mobile Devices unattended;
- ensure the correct profile is used when using the Scan & Pay;
- at no time and under no circumstances shall you reveal your Password to anyone including to any of Maybank's staff.

If the Password is exposed or suspected to be exposed to another person or if the Mobile Device is lost or stolen, you shall immediately inform the Bank of it for deactivation of Scan & Pay.

- 3.3 You shall not use Scan & Pay unless there are sufficient funds in your CASA. For CASA, the balance shall exclude uncleared cheque(s) or remittances not received. Maybank at its discretion, without needing to provide any reason(s), is entitled to refuse to act on any such instruction without incurring any liability whatsoever, including but not limited to, any of the following scenarios:
- The funds/credit in the your CASA is insufficient to effect, perform or process that instruction;
 - You have exceeded the daily transaction/transfer limit;
 - Your CASA is frozen or closed; or
 - Maybank knows or has reason to believe that any fraud, criminal act, offence or violation of any law or regulation has been or will be committed.
- 3.4 Maybank reserves the right to impose or change the maximum and minimum limits on Scan & Pay and you shall be bound by the limits imposed or changed.
- 3.6 You agree that Scan & Pay is only usable at participating Merchant with Maybank's designated logo acceptance.
- 3.7 For QR Transactions performed overseas, the amount will be converted from the foreign currency to Singapore Dollar (SGD) based on the prevailing exchange rate as determined by Maybank's partner. Maybank's partner here refers to the payment platform that facilitates QR Transactions made between the customer and overseas merchants.
- 3.8 You understand that Scan & Pay allows you to perform the QR Transaction by debiting from your CASA.
- 3.9 You are wholly responsible to ensure the correct amount and the Merchant's/Recipient's information is displayed prior to confirming the QR Transaction. The amount entered by you and/or information transmitted via QR Code shall be deemed by Maybank to be correct upon your confirmation of the QR Transaction. Maybank is under no obligation whatsoever to verify that the amount paid or transferred matches the Merchant's/Recipient's amount.
- 3.10 Maybank will accept and act upon any instruction issued and/or transmitted via Scan & Pay (whether actually authorized by you or otherwise) as your authentic and duly authorized instruction. Maybank shall be under no obligation whatsoever to investigate the authenticity or authority of person(s) effecting the instruction or verify the accuracy and completeness of the instruction. The instruction will be treated as valid by Maybank notwithstanding any error, fraud, forgery, lack of clarity or lack of knowledge by you in the terms of such instruction.
- 3.11 You authorize Maybank to effect, perform or process payments into the Merchant's/Recipient's account which is embedded within the QR Code. Pursuant to Clause 3.10 above, you agree that once a QR Transaction is confirmed, it will be deemed irrevocable and you will not be able to cancel, stop or perform any changes to that QR Transaction.

3.12 Maybank will notify you on the status of each successful, failed or rejected QR Transaction via your Mobile Device(s).

3.13 Handling Disputes

Should there be any disputes (such as, disputes over the amount paid due to errors or mistakes by either the Merchant/Recipient and/or Cashier and you), the settlement of such disputes shall be between you and Merchant/Recipient and/or Cashier. Maybank will NOT revoke and/or reverse successful QR Transactions or be involved in the dispute settlement between you and Merchant/Recipient and/or Cashier.

Maybank shall not be held responsible amongst others for disputes arising from:-

- you not receiving any goods or services from the Merchant and/ or Cashier;
- the Merchant/Recipient and /or Cashier not being contactable;
- any wrongful or miscommunication by the Merchant/Recipient and /or Cashier to you; or
- any wrong / fraudulent / unauthorized payment.

provided that the same is not caused directly or indirectly by Maybank.

4. LIABILITY AND INDEMNITY

4.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws in Singapore, we shall not be liable to you or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with Scan & Pay arising from:

- (a) Your negligence, misconduct or breach of any of these Terms and Conditions;
- (b) Insufficient funds in your account for us to process any QR Transaction;
- (c) You having exceeded your daily transfer limit;
- (d) Any payment instruction given or purported to be given by you;
- (e) Any erroneous transfer of funds by you, including any transfer of funds to the wrong Merchant/Recipient or wrong third party;
- (f) Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware used in connection with Scan & Pay; or
- (g) The suspension, termination or discontinuance of Scan & Pay.

4.2 You shall indemnify, defend and hold us, our affiliates harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by you (including but not limited to your negligence, misconduct or breach of any of these Terms and Conditions).

4.3 Liability for unauthorized QR Transaction.

- (a) You shall take all reasonable precautions to prevent any unauthorized use of Scan & Pay due to loss or theft of their Mobile Device. In the event of any loss or theft of their Mobile Device, you shall notify Maybank by telephone immediately upon the discovery of such loss or theft to deactivate the use of Scan & Pay.
- (b) You understand and acknowledge that if any third party obtains access to your Mobile Device and/or Application and/or Password, such third party will be able to carry-out QR Transactions. You shall be responsible for all QR Transactions carried out through your Mobile Device and Maybank shall not be liable in any manner whatsoever for such transactions.
- (c) Maybank's maximum liability for unauthorized QR Transaction(s) as a consequence of a lost or stolen Mobile Device shall be limited to S\$100, provided that you have not acted fraudulently, have not failed to protect the security of their Password and device and have not failed to inform

Maybank as soon as reasonably practicable after having found that their Mobile Device is lost or stolen.

- (d) You will be liable for the unauthorized QR Transactions if you have:
- acted fraudulently;
 - delayed in notifying Maybank in writing as soon as reasonably practicable after having discovered the loss or unauthorized use of the Scan & Pay and/or Mobile Device; or
 - failed to protect the security of their Password and device including but not limited to voluntarily disclosing the Password to another person; or allowing another person to use their Mobile Device.

5. GENERAL

- 5.1 We reserve the right to revise at any time, such charges for the use of Scan & Pay, upon written notice to you. Such revisions shall take effect from the date stated in the notice. If you continue to access or use Scan & Pay after receipt of such notification, you shall be deemed to have agreed to and accepted such revisions to such charges.
- 5.2 You acknowledge that we may terminate your use of Scan & Pay with us for any reason, at any time.
- 5.3 You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms and Conditions by providing you with 30 days' notice in such manner as we deem fit.
- 5.4 Any queries, complaints or report of loss may be directed to the Maybank Customer Service hotline.
- 5.5 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, you expressly agree that the use of QR Codes is at your own risk and you shall assume all risk incidental to or arising out of using QR Codes.
- 5.6 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Singapore and the courts of Singapore shall have exclusive jurisdiction over matters pertaining to these Terms and Conditions.