



## Terms and Conditions Governing the use of the PayNow QR Code

In these Terms and Conditions, unless the context requires otherwise, references to “you”, “your” and “yours” refers to the Maybank customer who has successfully registered for the PayNow Corporate Service and who wishes to use a PayNow QR Code in relation to the said service. References to “we”, “our”, “ours” and “us” refers to Malayan Banking Berhad and its successors and assigns. Unless the context otherwise requires, all defined terms stated herein shall have the same meaning as those set out in the Terms and Conditions governing the PayNow Corporate Service.

1. If you have successfully registered for the PayNow Corporate Service with us we will generate a PayNow QR Code for your use. The purpose of the PayNow QR Code is to identify you as the intended recipient of incoming funds, instead of you having to provide your account details to the sender of funds.
2. In order to use the PayNow QR Code you must comply with all instructions, procedures and directions as may be prescribed by us or a third party from time to time, including but not limited to the Guidelines to PayNow QR Generation available at [maybank.sg/tnc](http://maybank.sg/tnc)
3. You agree that the provision of the PayNow QR Code is provided on an as-is basis and that it is your responsibility to ensure that the details generated via the PayNow QR Code are accurate and complete at all times.
4. You may be required to cease using the PayNow QR Code for such reason as we may determine in our discretion, including but not limited to any one of the following reasons:
  - a) The PayNow ID you used to generate the PayNow QR Code is no longer valid or is no longer registered with us;
  - b) You are no longer registered for the PayNow Corporate Service for whatever reason; or
  - c) The PayNow QR Code service has ceased or has been replaced with another similar service, if this occurs you will need to register with the replacement service if you wish to continue using a QR code.
5. You acknowledge and agree that we shall be entitled at any time, at our discretion and without prior notice, to temporarily suspend the operations of the PayNow QR Code for updating, maintenance and upgrading purposes, or any other purpose whatsoever that we deem fit, or terminate the PayNow QR Code service at our discretion, and in such event, we shall not be liable for any loss, liability or damage which may be incurred as a result.
6. You undertake to indemnify us and hold us fully indemnified from and against all claims, proceedings, penalties, demands, losses, damages, liabilities, costs and expenses including legal costs on an indemnity basis which we or a third party may be subject to in connection with the provision of the PayNow QR Code, including your breach of any of these Terms and Conditions and/or the Guidelines to PayNow QR Generation.
7. We and our agents shall not be liable for any loss (direct or indirect), whatsoever incurred by you, or any other person in relation to the provision of the PayNow QR Code including but not limited to any delay, failure, cancellation, termination or error of any funds transfer submitted via the PayNow Corporate Service by any party for whatever reason, any improper or unauthorised use of the PayNow Corporate Service by you or any other person, the use of a PayNow QR Code by any party, any negligent act or willful misconduct, any governmental powers, force majeure, war, strikes, sabotage, computer breakdown or any other causes beyond our control or any event which makes it impossible or impracticable for us to perform our obligations in respect of any instruction submitted by you to us or where we are required to act in accordance with the laws and regulations in Singapore or any jurisdiction which relate to the prevention of money laundering, terrorist financing or the provision of any services to any persons which may be subject to sanctions.

Effective date 21 November 2020



## 8. General

- a) These Terms and Conditions govern the use of the PayNow QR Code and are additional to those governing your Linked Account(s), any electronic banking services (including the PayNow Corporate Service), funds transfer services and any other services through which the PayNow Corporate Service is or will be provided, each of which may be amended or supplemented from time to time. In the event of any inconsistency, the terms and conditions stated herein shall prevail provided that such inconsistency relates to the use of the PayNow QR Code.
- b) You are liable for all costs relating to the generation of the PayNow QR code and agree that we shall be entitled to impose fees and charges for providing the PayNow QR Code to you and revise such fees and charges from time to time by giving you 30 days' prior notice. Your utilisation of the PayNow QR Code will act as an acceptance of any fees and charges imposed or any such revision to the fees and charges.
- c) We may assign any or all of our rights and obligations hereunder by notifying you. You may not assign any of your rights and obligations hereunder without our prior written consent which shall not be unreasonably withheld.
- d) Any delay or failure by us to exercise our rights and/or remedies under these Terms and Conditions does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.
- e) If any term of these Terms and Conditions is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Terms and Conditions and rendered ineffective where possible without modifying the other terms of these Terms and Conditions.
- f) You acknowledge that we have the right to change, restrict, vary, suspend or modify these Terms and Conditions by providing you with 30 days written notice in such manner as we deem fit. We may also withdraw the PayNow QR Code service at any time at our discretion without notice to you.
- g) A person who is not a party to these Terms and Conditions shall not be entitled to enforce any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Act of Singapore.
- h) These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and you irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.