

These Terms and Conditions govern the Maybank Private Banking Account/Maybank Islamic Private Banking Account-i (“Account”) and shall apply to customers who are holders of the Account (“Customer”) in Malaysia and in respect of any products and services offered to the Customer by Malayan Banking Berhad/Maybank Islamic Berhad (“Bank”) including any benefits or privileges offered to the Customer from time to time pursuant to the Account (“Premier Wealth Services or Services”).

## **1. PREMIER WEALTH SERVICES OR SERVICES**

- 1.1 By assessing or utilising the Premier Wealth Services, the Customer agrees to be bound by the Terms and Conditions herein.
- 1.2 The Bank makes no warranties or representations, either express or implied, and accepts no liability with respect to type, quality or fitness of goods or services provided through the Premier Wealth Services by third party operators, service providers or suppliers engaged by the Bank or any failure by such party to perform any obligation or provide any service whether in Malaysia or in other jurisdictions.
- 1.3 The Bank shall inform the Customer of the Premier Wealth Services available under the Account from time to time, by publication or notification over the Bank’s internet banking services, at any of the bank’s branches or through such channels as the Bank may determine.

## **2. USE OF THE MAYBANK PREMIER WEALTH DEBIT CARD**

- 2.1 The Customer shall present his Maybank Premier Wealth Debit Card, or such other card as the Bank may determine (henceforth referred to as the “Card”) to the Bank to enable him to access the Premier Wealth Services under the Account.
- 2.2 The Customer shall take all reasonable precautions to prevent the unauthorised use of the Card to access the Services under the Account. The Customer shall be liable for any unauthorised use of the Card and acknowledges that the Bank accepts no liability to the Customer whatsoever in connection with any unauthorised use of the Card to access the services under the Account save where the Bank has been negligent or reckless in the provision of Services under the Account
- 2.3 The Customer shall take all reasonable precautions to prevent the unauthorised and fraudulent use of his personal identification number, password and/or other security mechanism, access codes, features or device related to any of his accounts maintained with the Bank (hereafter referred to as ‘security access codes’).

## **3. INDEMNITY**

- 3.1 The Customer shall indemnify the Bank against any claims, losses, damages, costs, liabilities, expenses (including legal costs on an indemnity basis) which the Bank may sustain or suffer in relation to or arising out of or in connection with the Premier Wealth Services or these Terms and Conditions save where such claims, losses, damages, costs, liabilities and expenses arise from the negligence, fraud or default of the Bank. The Customer shall ensure that the security access codes are not revealed or disclosed to any other persons and agrees that the Bank shall not be liable to the Customer for any failure on the part of the Customer to comply herewith.

#### **4. COLLECTION AND DISCLOSURE OF INFORMATION AND/OR DATA**

4.1 The Customer irrevocably authorises the Bank and expressly consents to the Bank, to request for, collect and process all the required information including personal data of the Customer, to disclose any information and/or personal data relating to the Customer, including without limitation details on the Customer's account(s) with the Bank, or any other information necessary for the purposes of the Account:

- a) to any merchant engaged by the Bank as participating merchants under this Account for the purposes of facilitating the Premier Wealth Services to the Customer under conditions of confidentiality imposed on such merchants, whether situated in Malaysia or outside Malaysia;
- b) to the Bank's head office, representative, branch offices and to the other companies within the Bank's group of companies, in any jurisdiction for the purposes of facilitating the Premier Wealth Services to the Customers;
- c) to the Bank's stationery printer or agent for the purpose of printing and/or mailing personalised cheques and other documents relating to the Services;
- d) to any government or regulatory agency or authority;
- e) to any of the Bank's potential assignees or transferees or any person who has or may enter into contracts with the Bank in relation to the Bank's interests herein under conditions of confidentiality imposed on such parties ;
- f) to any credit bureau established by governmental authorities and the regulators;
- g) to any credit reference or evaluation agencies wherever situated for purposes of facilitating the Services to the Customer
- h) to the relevant and duly authorised agents, service providers and outsourcing partners of the Bank (whether situated in or outside Malaysia), under conditions of confidentiality imposed on such entities, for the purposes of processing and providing the relevant services in connection with the Premier Wealth Services to be provided by the Bank under this Account; and
- i) to any other person to whom disclosure is permitted or required by any statutory provision or law.

4.2 The Customer acknowledges and agrees that both local and overseas service providers or merchants may be required by law to disclose information received from the Bank to third parties, such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion purposes or other offences.

#### **5. MINIMUM QUALIFYING CRITERIA**

5.1 Unless decided otherwise by the Bank and notified to the Customer, the Customer shall maintain at all times a 'Minimum Qualifying Criteria' defined as:

- a) A minimum aggregated total investment, deposit and financing of RM 1,000,000.00 or such other amount as the Bank determines maintained under the Customer's sole account or joint account where the Customer is the primary account holder, OR

- b) A minimum aggregated total investment and deposit of RM250,000.00 or such other amount as the Bank determines maintained under the Customer's sole account or joint account where the Customer is the primary account holder.
- 5.2 The Account will be charged an annual maintenance fee of RM800 or whatever amount Bank Negara Malaysia deems fit which will be debited to Customer's account with prior notice to the Customer if the Customer fails to maintain the Minimum Qualifying Criteria for the past 12 months as stated in 5.1 above.
- 5.3 The Customer hereby authorises the Bank to debit any of the Customer's designated account(s) upon giving the Customer 21 days prior notice for the payment of maintenance fees and other charges from time to time and if no account has been designated for this purpose or if the account designated has insufficient funds, the Bank is hereby authorised by the Customer to debit any other account of the Customer for the aforesaid purpose upon giving the Customer 30 days notice.

## **6. COMMUNICATIONS**

- 6.1 All notices, demands, or other communication may be given by the Bank to the Customer by facsimile, email, ordinary pre-paid post or delivered personally to the last known address of the Customer and shall be required to have been delivered
- (a) if sent by facsimile, on the same day; or
  - (b) if sent by email to the Customer's email address notified to the Bank, on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non-delivery or "returned mail" reply message or any message indicating that the email was not successfully sent to the Customer's mailbox; or (c) if delivered by pre-paid ordinary post on the next business day after posting if in Malaysia or 5 days after being sent by airmail to another country or (d) if left at the last known address of the Customer, on the day it was so left.
- 6.2 Where the Bank is required to give notice under these Terms and Conditions, the Bank shall be entitled to do so by publication/notification over the Bank's internet banking services, at any of the Bank's branches or through such channels not later than 30 days before the implementation date.
- 6.3 The service of any writ of summons or any legal process in respect of any action or proceeding hereunder may be affected on the Customer by forwarding a copy of the writ of summons and statement of claim or other legal processes by registered post to the Customer's last known address. It is hereby further agreed that service of such legal process in the manner aforesaid is good and effectual service of such legal process on the Customer.

## **7. INSTRUCTIONS**

- 7.1 The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur directly or indirectly arising out of or in connection with any Premier Wealth Service due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted or actual acts of terrorism, outbreak of epidemics, an act of God of any circumstances beyond the Bank's control, provided the same is not caused by the Bank's negligence or carelessness.

- 7.2 Upon request by the Customer, the Bank is hereby authorised (at its sole discretion) to release information relating to the Customer's account, exchange rates or interest rates via telephone, telex or facsimile. Such information / rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank.
- 7.3 The Bank is authorised to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the mobile phone advised by the Customer in the Bank's records), telex, facsimile, or other means of telecommunication (collectively, 'telecommunication instructions') and the Customer agrees that the Bank is authorised to treat any telecommunication instructions which the Bank reasonably believes emanated from the Customer (after taking reasonable steps to verify the identity of the person giving or the source of, the telecommunication instructions) as fully authorised by the customer and to rely and act on it accordingly, and the Bank shall not be liable to the Customer for any loss or damage arising in the event such telecommunication instructions in fact, emanated from unauthorized individuals.
- 7.4 The Bank may act on any instruction without inquiring the identity or authority of the person giving or purporting to give such instruction or the authenticity of any telephone or e-mail or fax message and may treat the same as fully authorised by and binding on the Customer regardless of the circumstances prevailing at the time of the instruction or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, and without requiring further confirmation in any form, provided that the Bank officer concerned reasonably believed the instruction to be genuine at the time it was given.
- 7.5 The Customer agrees to keep the Bank and its directors, officers, employees, agents and correspondents ('the Bank's Representatives') fully indemnified against all claims, demands, actions, proceedings, damages, (whether direct or indirect), losses (including consequential losses), costs and expenses incurred by the Bank and / or the Bank's representatives arising out of anything done or omitted pursuant to any instruction given by the Customer.
- 7.6 Notwithstanding anything herein, the Bank is not obligated to accept and act upon telecommunication instructions in respect of the following:
- a) change in account mandate;
  - b) change of authorised signatories;
  - c) grant of Power of Attorney to another person/entity; and/or
  - d) closure of account(s) and transfer of remaining balance.

## **8. IMPORTANT NOTICE**

- 8.1 The Bank may upon giving 30 days' written notice to the Customer except where otherwise provided under these Terms and Conditions, that it intends to make such changes in these Terms and Conditions (including any fees or charges payable by the Customer).
- 8.2 Notification to the Customer in respect to any such variation, addition or amendment ('the Amendment') shall be effected through any one of the following means of communication , namely, via electronic means or by ordinary mail to the Customer's

last known address or by posting a notice regarding the Amendment at each of the Bank's branches and website or by effecting an advertisement regarding the Amendment in one newspaper of the Bank's choice, or by any other means of notification which the Bank may select and the Amendment shall be binding on the Customer from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.

- 8.3 All statements of account, notices or any other communication sent by post to the Customer at the Customer's last known address stated in the Bank's records shall be determined to have been duly received by the Customer within three 3 days of posting.
- 8.4 The Customer shall promptly notify the Bank in writing within 14 days from the date the Customer receives or is deemed to have received the statements of account from the Bank of any omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy of any kind whatsoever in the statements of account. Failing which, the Customer shall be deemed to have accepted the entries contained therein made up to date of the last entry in the statements of account as correct, final, conclusive and binding on the Customer of his legal representative and successor.
- 8.5 Time shall be the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 8.6 The Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank or any company by which the business of the Bank may for the time being is carried on and / or the Customer's death for which prior notice has been given to the Customer.
- 8.7 These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Bank and the Customer respectively and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.
- 8.8 These Terms and Conditions are in addition and subject to the agreement and / or rules and regulations governing the operation, services, benefits and privileges in relation to and / or arising under the account(s) of the Customer maintained with the Bank.
- 8.9 Where the context so admits, words importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders and vice-versa.

## **9. FORCE MAJEURE**

- 9.1 The Bank shall not be liable to the Customer if it is unable to perform or fails to perform its obligations under these Terms and Conditions, where such delay or failure to perform is caused by a Force Majeure or other perils and any cause or circumstance whatsoever beyond the control of the Bank.
- 9.2 "Force Majeure" means acts of God, fire, explosions, floods, storms, wars, riots, civil commotions, sabotage, embargo, strikes, lockouts, work stoppages or other labour disputes.

**10. GOVERNING LAW**

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia and the Customer hereby submits irrevocably to the non-exclusive jurisdiction of the Courts of Malaysia. Nothing in this cause shall limit the right of the Bank to bring or commence any proceedings against the Customer in any other court of competent jurisdiction elsewhere. It is hereby agreed that the Terms and Conditions set forth herein shall be read together with the General Banking Terms and Conditions as well as Terms and Conditions set forth in the Debit Card Agreement which is to be executed by the Customer and the Bank for usage of the Card.