

Terms of Use

E-statements

Bank Statements Terms of Use Agreement (the "Terms of Use").

E-statements Service (the "Service" or the "E-statements Service") is provided by the Bank ("we" and "us"). These Terms of Use describe the terms and conditions for any use of the Service. You should read these Terms of Use carefully.

Please note that usage of the Service is subject to all applicable laws and regulations. Unauthorised access and use of the Service is strictly forbidden.

Definitions

(a) For the purpose of these Terms of Use, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may be defined in the E-statement Terms and Conditions or where no definition has been provided, the said term shall have the meaning as may generally be accepted within the industry based on the context used herein.

(i) "Account" means your current, loan;

(ii) "Bank" means Maybank Brunei its successors in titles and assigns, and where applicable, any of them;

(iii) "Maybank Group" means companies which are related to the Bank, or any associated company of the Bank or of its parent company (the Bank together with its related/associated companies are collectively referred to as "Maybank Group")

(iv) "E-statements" refers to electronic statements of or in relation to Accounts.

(v) "Security Access" refers to such confidential authentication information required for your access to, whether in the form of words, codes, numbers, sets of characters or such other form or combination thereof, as may be prescribed by the Bank from time to time.

Description of Service

(a) The E-statements Service is provided by the Bank and allows customers of the Bank that have subscribed to the E-statement Service to view, save and print in PDF format or such other format as may be made available by the Bank from time to time, the E-statements of the customer's Accounts subject to the terms herein.

(b) E-statements are an electronic version of the paper statements, notices, advice or reminders mailed or otherwise provided to the Bank's customers by the Bank that are made available via the Service.

(c) The Bank reserves the right to modify, add to, or remove any feature of the Service at its sole discretion from time to time with or without notice.

How to enrol for the Service

All current accounts and loan accounts will be automatically enrolled in this service. You are to update your email address accordingly.

Accessing E-statements

(a) E-statements of Accounts will be provided to you periodically in accordance with its applicable statement cycle (if any) or from time to time at the Bank's discretion, via email

(b) For E-statement(s) service you:

(i) expressly consent to the Bank's utilisation of the details and information of the statement in the provision of the Service and to the same being accessible by Maybank Group and its affiliates and sub-contractors who are involved in the provision of the Service;

(ii) undertake that you have all necessary rights and consents to access and view the statement and all details therein and where applicable make payment in relation thereto;

(iii) undertake that you have all necessary rights and authorisations to provide the consents stipulated in (i) and (ii) above.

(c) You will need Adobe Acrobat Reader v. 7.0 or the then current version of the same in order to view, print, and/or save your E-statements in PDF format.

Accuracy and Timeliness of E-statements

(a) You acknowledge and understand that certain information and data in the E-statements are based on information and data provided by third parties from time to time, i.e. from other companies within the Maybank Group in relation to any customer Accounts as may be managed and operated by them (as applicable). You further acknowledge and understand that the E-statements are prepared by electronic means and the information contained therein is extracted from computerised systems maintained by the Bank, its affiliates. As such, although Maybank Group endeavours to provide E-statements with accurate and up to date content, it does not warrant the same. Maybank Group shall not be liable for any such error, omission or discrepancy in the E-statements and you hereby agree to hold Maybank Group harmless against any losses or damages as may be incurred or suffered by you in relation to any such error, omission or discrepancy.

(b) You acknowledge that you shall be responsible to verify the accuracy and timeliness of all information and details in the My Statement upon your accessing and viewing the same. In the event that you discover any error, omission or discrepancy in the said E-statements you shall notify the Bank.

Paper Statements

(a) You acknowledge that unless expressly stipulated by the Bank or unless alternative arrangements has been made with the Bank in accordance with (c) below, E-statements of your Accounts shall replace paper statements, notices, advice and reminders previously mailed or otherwise provided to you by the Bank.

(b) The Bank shall in relation to such Accounts cease to provide you with hard copies of its statements, notices, advice and reminders. The foregoing however shall not apply to the service or delivery of demands, notices or other documents which are required to be served prior to commencing legal proceedings.

(c) In the event that you nevertheless wish to continue to receive paper statements, notices, advice and reminders in relation to those selected Accounts from the Bank, please contact the Bank and submit a formal request for the same. You acknowledge that the Bank shall have the right to impose charges in relation to such paper statements, notices, advice and reminders.

(d) For the avoidance of doubt and unless otherwise expressly stipulated by the Bank, the foregoing shall not apply to paper statements, notices and reminders in relation to Accounts managed and operated by other companies within the Maybank Group, whereby issuance of hard copies of such statements is at the discretion of such parties and is based on your arrangement with them.

Service Charges

The Bank reserve the right to impose a fee for the Service at its discretion at any time upon giving notice to you.

Security and Equipment

(a) Information you provide in connection with the Service will be stored on Maybank Group secure servers and protected by certain encryption techniques. However, the security of the Service depends upon your efforts to protect your Email Security Access for the Service. You must take all necessary precautions to safeguard your Email Security Access, which allows you to access the Service.

(b) You shall be responsible for all access and use of the Service via your Email Security Access whether authorised by you or otherwise and shall indemnify Maybank Group in relation to any liability, losses or damages suffered or incurred by the Bank arising from the access and use of the Service via your Email Security Access.

(c) You also have the responsibility to provide any equipment (telephone, computer, etc), software, and services necessary to use the Service.

Maybank Group's Proprietary and Intellectual Property Rights

Other than information related to your Account(s), all content available on the Service (including its arrangement) is the property of Maybank Group and is protected by copyrights, trademarks, or other intellectual and proprietary rights. Your usage of the Service does not grant you a license or right to use any Maybank Group trademark without the express written approval of Maybank Group. In addition, your usage of the Service does not grant you a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

Change in Terms of Use and Termination

(a) The Bank has the right to amend these Terms of Use at any time and from time to time. Any amendments to these Terms of Use will be effective when they are posted on <https://www.Maybank.com/en/worldwide/all-countries/brunei.page?>. You are responsible for checking <https://www.Maybank.com/en/worldwide/all-countries/brunei.page?> periodically for any such amendments.

(b) If at any time you do not agree to the Terms of Use and any amendments made thereto, you may cease use of the Service by deregistering all statements currently registered and activated under the Service. Your continued use of the Service will be deemed as your acceptance of the Terms of Use and its amendments thereto.

(c) Notwithstanding anything herein, you agree that the Bank shall have the right to suspend, withdraw or terminate at anytime and without notice the Service or any part thereof in relation to all or any of your Accounts, due to your breach of these Terms of Use or for any reason without assigning any reason therefor.

(d) These Terms of Use will be effective beginning the date you enroll for the Service until cessation or termination of the Service either by you or by the Bank pursuant to the terms and conditions herein.

Limitation of Liability

(a) Neither Maybank Group nor any third parties represent or warrant that you will have continuous or uninterrupted access to the Service, or that any of the functions of the Service will be error-free. The Service is provided to you "as is" and "as available", and Maybank Group and its service providers make no representation or warranty relating to the Service, including, without limitation, its performance, availability, content, or functions.

(b) In addition to any other disclaimers and exclusions as may be stipulated in the the Bank's Terms and Conditions, and to the extent as may be permitted under law, Bank disclaims all warranties, conditions, guarantees, representations, express or implied with respect to the Service.

(c) In no event will the Bank or its officers, directors, employees, shareholders, affiliates, agents, licensors, or third party service providers be liable in contract, tort (including negligence) or otherwise for any loss or damage (including but not limited to consequential, incidental, special or punitive damages) sustained by you or any other party arising directly or indirectly from your access or use of the Service including but not limited to loss or damage arising from:

(i) any defect, delays, interruptions or failures in the provision of the Service;

(ii) any inaccuracies, or errors in any data or information in your E-statements or otherwise provided or made available via the Service;

(iii) the failure to view, save, print or download your E-statements due to limitations of the Service or any failure of the Service or any part thereof for any reason;

(iv) the corruption, loss of or error in any data or information provided by other party other than the Bank for incorporation in your E-statements for any reason;

(v) any unauthorised use of the Service and/or intrusion, interference or attack on your email by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files;

(vi) your failure, neglect or omission to act in accordance with the terms and conditions of this Terms of Use and any other laws, rules, regulations, policies and guidelines currently in force;

(vii) an event which is beyond the reasonable control of Maybank Group;

(viii) The Bank performing and exercising its rights, obligations and discretion pursuant to this Terms of Use; and/or

(ix) the act or omission of any party other than the Bank.

(d) Your sole remedy for any failure or non-performance of the Service shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Service and if you remain dissatisfied with the Service, to discontinue your access and use of the same.

(e) The foregoing clauses shall apply to the fullest extent as permitted in law.

Indemnification

Further to any other provisions herein, you hereby agree to indemnify and keep Maybank Group indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of your breach or violation of these Terms of Use or any third party rights or your use or purported use of the Service.

Evidence and Use of E-statements

(a) You acknowledge and agree that in the absence of a manifest error, all evidence of communications transmitted between you and the Bank, including the E-statements and any evidence in the form of, among others, computer printouts, transaction logs, and any other form of information and data storage, shall be binding on you and treated as conclusive evidence of your instructions, transactions and the communications between you and the Bank, for all purposes.

(b) Notwithstanding the above, you agree that use of printed E-statements for any purpose other than for your own personal record, including without limitation as supporting documentation for the purpose of any applications or registrations with any bodies or corporations or for the purpose of making payments of any fee or charge due and owing to a party other than to the Bank, shall be entirely your responsibility and at your own risk. The Bank does not warrant that the E-statements shall be sufficient for any other purpose or that it shall fulfil the requirements of any other bodies or corporations.

Queries and Complaints

(a) In the event that you have any queries, complaints and/or disputes arising from your access to and use of the Service, you shall refer the matter to the Bank's customer service at +6732226462

(b) The Bank shall use its reasonable endeavours 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 the Bank and such complaint and/or dispute shall be handled and/or resolved in accordance with the Bank's internal complaints and dispute resolution procedure.

(d) Where the query, complaint and/or disputes are the results of errors, acts or omissions, the matter shall be escalated to the Bank in which event all such queries, complaints and disputes are to be settled between the Bank and you. The Bank's role in relation thereto shall be limited to the provision of relevant information only.

Changes to procedures and processes or branding

You acknowledge that to (inter alia) ensure the smooth and efficient provision of the Services and/or to improve the Services, The Bank shall have the right and discretion to make such amendments and modifications as it deems necessary to (i) the procedures and processes applicable to the Services (i.e. procedure for acceptance of Terms of Use, registration, etc); and (ii) the trade or service names used in relation to the Services (i.e. E-statements, etc) as referred to in these Terms of Use. Notwithstanding the same, you hereby agree that pending actual changes being effected to these Terms of Use, the said Terms of Use shall nevertheless continue to be applicable to the 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.

Severability

In the event any portion of these Terms of Use is found to be unlawful or illegal or unenforceable, such portion shall be excluded from these Terms of Use, and such exclusion shall not affect the enforceability,

legality and lawfulness of these Terms of Use in any way and the remaining terms shall be separately enforced to the maximum extent permissible so as to effect the intent stated in these Terms of Use.

Waiver

In the event that the Bank fails to or neglects to enforce any terms, provisions or remedies under these Terms of Use or otherwise in relation to the Service for whatever reason, the Bank shall neither be construed as having waived its rights to any preceding, continuing or subsequent breach of the same or any other provisions stated in these Terms of Use.

Laws and Jurisdiction

(a) The Service provided herein is governed by the laws of Brunei and you hereby consent and submit to the exclusive jurisdiction and venue of the courts in Brunei in all disputes arising out of or relating to the use of the Service.

(b) Use of the Service is unauthorised in any jurisdiction that does not give effect to all provisions of these Terms of Use.