

## **Maybank Internet Banking - Terms & Conditions**

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND THE USE OF THE MAYBANK INTERNET BANKING SERVICES PROVIDED HEREIN BY MAYBANK PHILIPPINES INC. BY ACCESSING AND/OR USING THE MAYBANK INTERNET BANKING SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION. FROM TIME TO TIME, WE MAY NEED TO REVISE THESE TERMS AND CONDITIONS, IN WHICH CASE WE WILL POST THE REVISED TERMS AND CONDITIONS ON THE WEBSITE. IF YOU CHOOSE TO CONTINUE USING THE INTERNET BANKING SERVICES AFTER ANY REVISION TO THESE TERMS AND CONDITIONS, YOU SHALL BE DEEMED TO HAVE ACCEPTED THE REVISED TERMS AND CONDITIONS ACCORDINGLY. IF YOU CHOOSE NOT TO ACCEPT THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS AND/OR USE OF THE MAYBANK INTERNET BANKING SERVICES. THESE TERMS AND CONDITIONS EXPLAIN YOUR RESPONSIBILITIES AND OBLIGATIONS RELATING TO YOUR USE OF THE "INTERNET BANKING SERVICES" (AS DEFINED BELOW).

### **Definitions**

The following words and expressions carry the following meaning:

**"Account"** means your savings, current loan, fixed deposit, credit card or any other accounts with the Bank and which may be accessed via the Internet Banking Services.

**"Access Codes"** collectively means the Internet Banking (IB) Access No., First Time Activation Code (FTAC), Transaction Authorization Code (TAC), Reset Password Code (RPC), Password and Username.

**"Account Holder"** means you, a customer of the Bank and registered user of the Internet Banking Services.

**"Account Terms"** means the terms and conditions of the relevant Account(s) and/or Third Party Account(s) which may be accessed through the Internet Banking Services.

**"Affiliate"** means any third party offering products, services, content and information related to the Bank's platform, products or services.

**"Bank" or "Maybank"** means Maybank Philippines, Inc., a commercial banking corporation duly incorporated in the Philippines having its registered office at Maybank Corporate Center, 7th Ave., corner 28th St., Bonifacio Global City, Taguig and includes its parent company, subsidiaries, affiliates and its successors in title and assigns, and where applicable, any of them.

**"Banking Services"** means products and services of the Bank and its Affiliates made available to you by the Bank

**"Bill"** means the latest bill, renewal notice and/or payment demand received by you from a Payee Corporation.

**"Business Day"** means any day from Monday to Friday on which the Bank is open for business in the Philippines.

**"Debit Card Agreement"** means the agreement as may be entered into, between you and the Bank and/or any other bank or third party in relation to the debit or ATM card issued by the Bank and/or such other bank or third party.

**"First Time Activation Code (FTAC)"** means the temporary 6-digit code given by the Bank to you upon your registration to the Internet Banking Facility, which you shall use for the first time to logon to the Internet Banking Services.

**"Instruction"** means any request given by yourself in respect of your Account(s) or any other transaction using the Internet Banking Services.

**"Internet"** means the global network of computers and telecommunications systems which facilitate communication.

**"Internet Banking (IB) Access No."** means the unique number or identifier or the Customer Information File (CIF) No. issued by the Bank to you to enable you to do your first time logon to the Internet Banking Services.

**"Internet Banking Platform"** means either the Internet Banking Website or Mobile App of the Bank

**"Internet Banking Services"** means the Banking Services and any other products and services, which you may access through the Internet, upon the correct input of your Internet Banking Username and Password.

**"Network Service Provider"** means any Internet service provider providing connection to the Internet.

**"Password"** means a unique string of characters chosen by you and known only to you and recorded in the Bank's computer system, which must be keyed in by you for authentication of your Username and grant of access to the Internet Banking Services.

**"Payee Corporation"** means billing corporations approved by the Bank and displayed on the Bank's website or on the Internet Banking Platform and whose utilities or services can be paid by you using the Internet Banking Platform.

**"Convenience Fee"** means the fee that is being charged to you by a Payee Corporation for the processing of your bills payment transaction.

**"Philippine Peso" or "PhP"** means the lawful currency of the Philippines.

**"Terms and Conditions"** means these Terms and Conditions governing the use of the Internet Banking Services.

**"Third Party Account(s)"** means your other account(s) with other bank(s), Affiliates, Payee Corporations, or other third parties. This also includes your accounts with the Bank which are not enrolled in the Internet Banking services.

**"Transaction Authentication Code (TAC)"** means the 6-digit code sent by the Bank via SMS for the availment of an Internet Banking Service, which you shall use to complete an Internet Banking financial transaction.

**"Transaction Record"** means the confirmation of the receipt and/or execution of an Instruction initiated by you through the Internet Banking Services as reflected in the Instruction Confirmation/Status View.

**"Username"** means a unique name made up of a string of characters chosen by you, which must be keyed in by you in order for the Internet Banking Services system to associate the Username with your user profile and Account(s).

## **1. Application / Registration to Subscribe to the Internet Banking Services**

1.1. You may apply to use the Internet Banking Services either at any Maybank branch on a Business Day by filling out the registration form and submitting the requirements in compliance with existing laws and regulations or via accessing the Bank's website or downloading the Bank's mobile banking app and following the instructions provided to you in the welcome e-mail after your account opening with

the Bank.

1.2. Where the Bank has rejected your application, the Bank is not obliged to provide any reason for such rejection or to respond to any request for information. If you have previously applied for subscription to the Internet Banking Services and thereafter cancelled or deactivated the service for whatever reason and you wish to re-avail of the Internet Banking Services, you must visit any Maybank branch to request for account re-activation.

1.3. For corporate customers, only the duly authorized officer(s) of corporate accounts, with proof of his/their specific authority in the form prescribed herein shall be allowed to register the corporate account for the Internet Banking facility. Such authority shall be in the form of a duly notarized Board Resolution and/or Secretary's Certificate

(a) Authorizing the corporation to register for Maybank's Internet Banking facility;

(b) Stating the specific mobile number to be registered for purposes of the IB facility; and

(c) Designating the person authorized to access and to perform IB transactions for the company. Only one (1) authorized person shall be designated by the corporate client to access and perform Internet Banking transactions for the corporation.

## **2. Acceptance of Terms and Conditions**

2.1. When you use the Internet Banking Services, you must comply with the Terms and Conditions and other applicable terms relating but not limited to your Account, Banking Services, Third Party Accounts and the terms of the Debit Card Agreements.

2.2. You agree that the use of the Internet Banking Services by you, will constitute your acceptance of these Terms and Conditions as well as the risks in conducting any transaction over the Internet.

2.3. Where the Internet Banking Terms and Conditions contradict the terms and conditions referred to in clause 2.1 above, the Internet Banking Terms and Conditions shall prevail to the extent of such contradiction.

## **3. Accounts Where Internet Banking Services May Be Available**

3.1. You can perform or initiate transactions using the Internet Banking Services only from accounts which you have linked to the Internet Banking facility. Financial transactions shall be available for Peso (Php) Current and Savings Account (CASA) only. Non-financial or inquiry transactions shall be available for CASA and term deposits, both in Php and U.S. Dollar (USD) currencies, as well as for loan accounts.

3.2. The Internet Banking Services that are available for specific accounts are provided in the website.

## **4. Who May Apply for Internet Banking Services**

4.1. If you are an existing individual and/or sole proprietor client of the Bank, you are eligible to register for the Internet Banking facility. However, "And" joint accounts are not eligible for this facility. On the other hand, owners of "And/Or" joint accounts may apply for separate and independent access to this facility. The Internet Banking Services that are available for specific accounts are provided in the website. For "And/Or" joint accounts, you understand and agree that all transactions to be made by any one of you via the Internet Banking Services are deemed fulfilled with the consent of all the co-depositors

4.2. The authorized officers of corporations may also register the corporate account for the Internet Banking facility, for selected services available for corporate clients in the website. Only one (1) authorized person shall be designated by the corporate client to access and perform Internet Banking transactions for the corporation.

4.3. Only active, matured or outstanding (for term placements) accounts tagged as not for closure at zero balance may be allowed for linking to the client's Internet Banking facility. The Internet Banking Services that are available for specific accounts are provided in the website.

## **5. Equipment, Software and Network Access**

5.1. You agree that it is your obligation to maintain the device or terminal used in accessing the Internet Banking Services.

## **6. Access to Internet Banking Services**

6.1. If you have an Account with the Bank which you wish to access via the Internet Banking Services, you may subscribe to the same with the following procedure:

- i. For your first time logon, you would be required to key in your Internet Banking (IB) Access No. and First Time Activation Code in the relevant logon page on the Internet Banking Platform.
- ii. Upon the successful registration and verification of your IB Access No. and First Time Activation Code, as well as your acceptance of these Terms and Conditions, you would be required to create a Username and Password.
- iii. Upon the on-screen confirmation of your Username and Password, your access to the Internet Banking Services will be activated.

6.2. You are required to register your mobile number in the Bank's records for you to be able to receive the FTAC/TAC. The Bank shall send your FTAC/TAC to the mobile number that you will supply to the Bank. If you do not receive your FTAC/TAC within 24 hours from registration, you may call Customer Care so that the Bank may take appropriate measures accordingly.

6.3. To access the Internet Banking Services and perform online transactions, you will need to key in the following in upon log in:

- i. Your Username; and
- ii. Your Password

6.4. You agree that the Bank has the right to invalidate your Username and Password in the event of any breach of this Terms and Conditions. You also agree not to hold the Bank liable for any loss or damage which you may suffer as a result of such invalidation of your Username and Password.

6.5. You may change your Password at any time following the Bank's procedures. You agree to keep both your Username and Password strictly confidential and secure and to exercise reasonable care to prevent unauthorized access and/or use. The Bank may request for your Username for validation or account maintenance purposes but the Bank will never request for your Password. Never supply your Password to anyone.

6.6. You agree that you are responsible for ensuring that you have logged off the service or device at the end of each Internet Banking session. You must not leave the terminal or other devices from which you have accessed the Internet Banking Services at any time or let anyone else use it until you have logged off.

6.7. Other than the standard security procedures, the Bank neither has the obligation to verify the authenticity of the transaction or of the person performing the transaction through your Internet Banking access nor check on the accuracy and completeness of the transaction performed. All instructions via the Internet Banking facility shall be deemed correct, complete and binding if it passes the Bank's standard security procedures and were executed using your Internet Banking Username and Password.

6.8. You agree that you are responsible for immediately informing the Bank of any change on your mobile number by filling out the required request form at any Maybank Branch. Only registered mobile numbers will be recognized for banking transactions. Corporate accounts who wish to have their registered mobile number changed shall be required to submit a Board Resolution and/or Secretary's Certificate specifying such authority to change and the new mobile number to be registered for the account. You agree that the Bank will not be held liable for any loss or delay caused by non-compliance to the required procedures on the updating of registered mobile number and will be held free and harmless from any liability on account of the Bank's sending information to your registered mobile number unless due to gross negligence or wilful misconduct of the Bank.

## **7. Internet Banking Services**

7.1. Upon the activation of the Internet Banking Services, you will be able to access different Banking Services that are available in the Internet Banking mobile app or website platforms such as but not limited to:

### **i. Bills Payment**

- a. The Bank has the right to amend, add or remove from its list of Payee Corporation(s) and such amendments will be reflected in the Bank's website.
- b. The Bills payment services of the Bank shall be used only for the purpose of settling Bills to Payee Corporations.
- c. The Bank shall not be liable for any loss or penalties that may be caused by delayed bill payment instructions from your end or by force majeure or other reasons beyond the control of the Bank.
- d. You agree to liaise directly with the Payee Corporation and that the Bank will not be held responsible in resolving any dispute on a transaction that is directly linked to the Payee and outside of the Bank's system or processes.

### **ii. Fund Transfer**

- a. Transfer of funds to either your own Account or an account of a Third party which is maintained with the Bank, will be transacted and received by the payee immediately.
- b. Fund Transfer Instructions may be subject to limits and conditions set by the Bank.
- c. Fund Transfer Instructions where you are transferring funds to your own account or the accounts of third parties with any other bank shall also be subject to the terms and conditions and/or approval of the receiving Bank or financial institution with which that other account is maintained.
- d. The Bank shall not be liable for any loss or penalties that may be caused by delayed fund transfer instructions from your end or by force majeure or other reasons beyond the control of the Bank.
- e. The Bank will inform you of any delay, rejection, or non-acceptance of a Fund Transfer via the Transaction History feature on the Internet Banking Facility.

### **iii. Time Deposit**

- a. You may request to open or renew an existing Time Deposit (TD) with the Bank using the Internet Banking facility. You understand that this facility shall only be for the purpose of receiving your instruction regarding TD opening or renewal. The actual processing of the TD placement at your chosen branch shall be on the next banking day after you have made your instruction via the Internet Banking facility.
- b. You acknowledge that the usual TD placement processing procedures shall apply. The TD interest rate that will be used shall be the rate at the time of booking at the Internet Banking facility while the start of the term of the TD shall be the actual processing day which is the banking day after the TD placement is made via the Internet Banking facility. For renewal of TD, after the instruction is received through

the Internet Banking facility, the existing regular procedure of the Bank shall be followed.

iv. **Credit Card or Loan Application**

- a. As available on the Internet Banking facility, you may submit your application for other Maybank products such as but not limited to Credit Cards, Personal Loan, Home Loan, and Auto Loan.
- b. You understand that this facility shall only be for the purpose of receiving your application and that your applications will still be subject to review, further requirements, and approval.

v. **Stop Payment Order of Checks**

- a. You may instruct the Bank to stop the payment of the check(s) you issued through the Internet Banking facility. You understand that this facility shall only be for the purpose of receiving your instruction regarding stop payment.
- b. The stop payment order can only be made from 4AM to 11:59PM daily and shall be effected immediately after you have made your instruction via the Internet Banking facility.
- c. You understand and agree that the Bank shall only be able to effect the stop payment order if it receives your Instruction prior to the check presentment. The Bank shall not be liable for any stop payment order instruction received after check presentment (if not funded or with insufficient account balance) is made.

vi. **Checkbook Re-Order**

- a. You may re-order checkbooks through the Internet Banking facility. You understand that this facility shall only be for the purpose of receiving your instruction regarding checkbook re-order. The same shall be effected on the next banking day after you have made your instruction via the Internet Banking facility.
- b. You agree that you may re-order one (1) checkbook per transaction through the Internet Banking Services.
- c. The checkbook(s) re-ordered shall be ready for pick-up at your branch of account within two (2) weeks from date of re-order.
- d. In the absence of gross negligence or wilful misconduct of the Bank, you agree to hold the Bank free and harmless from any and all claims and liabilities and you undertake to reimburse/indemnify the Bank for all such costs, payments, damages and expenses which the Bank may be liable for or which the Bank may incur or have incurred by reason of the Bank's implementation of your checkbook re-order(s); and you further undertake to notify the Bank promptly in writing of any change in the conditions which give rise to your request for checkbook re-order.

vii. **Credit Card and Deposit Account Linking**

- a. You may link your Maybank Credit Card to your existing Internet Banking account so you can have access to the following services:
  - Monitor your balances, credit card transactions, payments, etc. anywhere through Maybank Internet Banking;
  - View of transaction history of up to 90 days;
  - Payment of Maybank Credit Card using your Maybank Account provided that the latter is enrolled to the Maybank Internet Banking facility as well.
- b. Maybank Credit Cards shall not be responsible for any charges incurred due to downtime or system unavailability of the Internet Banking facility. Please refer to the Maybank Credit Card Terms and Conditions which is uploaded in this website for reference.
- c. You may also link your other Maybank Deposit accounts to your existing Internet Banking account via the Internet Banking website or by requesting at any Maybank Branch.

viii. **Prepaid Top-up**

- a. The Bank has the right to amend, add or remove from its list of Prepaid Top-up payees and such amendments will be reflected in the Bank's website.
- b. The Prepaid Top-up service of the Bank shall be used only for the purpose of reloading your mobile phones or other amenities.
- c. The Bank shall not be liable for any loss or penalties that may be caused by delayed top-up or prepaid load instructions from your end or by force majeure or other reasons beyond the control of the Bank.

ix. **E- Forex Converter**

- a. The E- Forex converter service of the Bank shall be used only for the purpose of converting USD to PHP denominations and subject to the prevailing buying rate of the bank.
- b. Rates are based on the Bank's daily Foreign Exchange Rates and are subject to change without prior notice.
- c. The client must have an existing USD and PHP account/s linked to Maybank Internet Banking in order to utilize the E-Forex Converter feature.
- d. The Bank shall be held free of any obligation to ensure timely performance of E-Forex conversion of your accounts on your behalf unless due to gross negligence or wilful misconduct of the Bank.
- e. The Bank shall only be able to process your E-Forex transaction if your source account has sufficient balance to cover for the transaction amount and related charges.

7.2. You agree and accept that any Instruction or transaction performed via the Internet Banking facility may be subject to limits and conditions specified by the Bank, as indicated in the Internet Banking Platform and in the Bank's website.

7.3. In cases which involve or require the consent or approval of Third Parties, the Bank's obligations to perform any Instructions would be subject to your consent and approval.

7.4. You agree that the Bank is entitled to debit your Account(s) for any corresponding fees and charges, including but not limited to Convenience Fees and other transaction fees, to fulfill any transaction instructed by you. You shall ensure that there is sufficient funds in your Account(s) to perform any of your IB transactions.

7.5. You agree that the Bank has the right to decline the instruction in the event that you have insufficient funds in your Account.

7.6. You agree that the Bank has the right to add, suspend, limit, withdraw, cancel or vary any transactions, facilities, services and products that can be accessed by you through the Internet Banking Services and the scope and/or extent of such transactions, facilities, services and products.

7.7. You agree that the Bank will keep a record of your transactions within the time required by the regulators for monitoring and review purposes.

**8. Instructions**

8.1. You hereby agree that it is your responsibility to review the Transaction Record pertaining to any Internet Banking Services transaction initiated on your Instruction.

8.2. Should you have any reason to believe that an Instruction has not been accurately or completely received by the Bank, you shall immediately inform the Bank by calling the Customer Care hotline and providing the required information for the investigation.

8.3. Any Instruction to the Bank for cancellation, revocation, reversal or amendment or clarification of your earlier Instructions, can only be performed if your request is received before the actual Instruction is executed.

8.4. The Bank may refuse to carry out any of your Instructions where your Instructions are inconsistent with the Bank's policy or laws or breach any stipulation in this Terms and Conditions.

8.5. The Bank shall not be liable for any loss, failure or delay caused by the failure of a non-accredited Third Party to fulfill your Instructions.

## **9. Internet Banking Availability**

9.1. The Internet Banking Services are intended to be available seven (7) days a week, twenty-four (24) hours a day with the exception of system maintenance and/or technical, telecommunication, electrical or network failure or other similar circumstances beyond the control of the Bank.

9.2. The Bank shall use reasonable efforts to inform you of any or all services under the Internet Banking Services which will not be available during periods of system downtime.

## **10. Confidentiality**

10.1. You agree that you will be responsible for the use and confidentiality of your Access Codes and that you shall not share or disclose your Access Codes to anyone including the staff of the Bank under any circumstance.

10.2. You undertake to observe and practice all security measures prescribed by the Bank when using your Internet Banking account or any of the Internet Banking Services. In the absence of gross negligence or wilful misconduct, the Bank shall not be held liable against any and all proceedings, claims, losses, damages or expenses including legal costs that may arise from any of the following conditions:

- i. Any of your instructions verified by us or by the System as triggered or instructed using your Access Codes;
- ii. Any loss or damage due to your interference, tampering, alteration or misuse of your Internet Banking account or Internet Banking Services.

10.3. You agree that it is your responsibility to immediately inform the Bank should you discover any misuse or compromise of your Access Codes or your Internet Banking account.

10.4. Should you receive any data and information through the Internet Banking Services which is not intended for you, you agree that all such data or information shall be deleted from your computer or mobile phone system and storage immediately and that you will notify the Bank by telephone no later than twelve (12) hours from your receipt thereof.

10.5. While the Bank has endeavoured to put in security measures for the System, the Bank does not assume full warranty on the confidentiality, secrecy, and security of any information sent out through any internet service provider, network system, or other related systems via Internet Banking.

## **11. Disclosure of Customer's Information**

11.1. The Bank and its Affiliates agree not to disclose to third parties any financial information you have provided or that the Bank and/or its Affiliates have obtained about your Account(s) and your transactions thereunder unless it is:

- i. To comply with laws and regulations, instructions from a Government agency, or court orders or requests



- ii. To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant
- iii. Necessary to complete a transaction or review and reconcile any discrepancy related to a transaction
- iv. To provide services relating to your Account or to offer other products and services and to such service providers relating thereto (if any)
- v. In connection with examination or audit review by banking authorities or accredited service providers

11.2. While the Bank has endeavoured to put in security measures for the System to ensure data protection and confidentiality, the Bank does not assume full warranty on the confidentiality, secrecy, and security of any information transmitted by you using the Internet Banking Services. Accordingly, you agree that the Bank shall not be held liable for any loss or damage as a result of unauthorized access to your Internet Banking account under any circumstance.

## **12. Liabilities**

You acknowledge that the Bank and its Affiliates make no warranties or representations of any kind with respect to the Internet Banking Services, whether express or implied, including but not limited to merchantability or fitness for a particular purpose. Neither the Bank, its Affiliates, or any other party involved in the creation, production or delivery of the Internet Banking Services assume any responsibility with respect to your use thereof. No oral or written information or advice given by the Bank, its Affiliates or the Bank's employees shall create a warranty or in any way increase the scope of this warranty and you may not rely on any such information or advice.

## **13. Proprietary Rights**

You acknowledge that all proprietary rights and intellectual property rights in the Internet Banking Services (including, without limitation, the Maybank2u.com.ph website) belongs to the Bank or, where applicable, its Affiliates at all times.

## **14. Fees and Charges**

14.1. You acknowledge that the Bank shall be entitled to levy or impose service charges or transaction fees from in respect of your use of or access to the Internet Banking Services. The list of updated fees and charges related to Internet Banking Transactions are also available on the Bank's website.

14.2. You acknowledge that it is your responsibility to settle fees or charges imposed by service providers in enabling you to access, transact and/or connect to the Internet Banking Services. You also acknowledge that the Bank is not liable to settle fees or charges imposed by your Network Service Provider in line with your data, SMS or call service consumption.

14.3. Subject to the Term and Conditions of your Account(s), you acknowledge that the Bank reserves the right to debit your source Account(s) for any amount due under clause 26.1 and 26.2 as well as any Government charges, stamp duties, or taxes payable as a result of your use of Internet Banking Services.

## **15. International Use**

15.1. You understand and agree that the use of the Internet Banking Services outside of the Philippines is subject to the applicable rules and regulations of the Bangko Sentral ng Pilipinas or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested as well as the general laws and regulations of the Philippines and the country where the transaction is effected or requested. Furthermore, you agree to utilize Internet Banking Services at your own initiative to comply with applicable rules, laws, and regulations.

15.2. The maximum amount of a transaction and the purpose for which it is effected may be determined by the Bangko Sentral ng Pilipinas, and the laws and regulations of the country in which the transaction is effected or requested as well as the Bank's policies and procedures.

## **16. General Terms and Conditions**

16.1. You hereby agree that the Bank's records including records of the Instructions, communications, operations or transactions made or performed, processed or effected through the Internet Banking Services and utilized via your Access Codes and any record of transactions relating to the operation of any of the Internet Banking Services related to your Account/s shall be available to you for confirmation. The Bank commits to a thorough investigation, fair treatment and timely updates for any disputes or conflict that may arise.

16.2. You agree that the Bank may require you to maintain a minimum balance at any one time in your Account(s). Your failure to maintain such a minimum balance as required by the Bank may result in a penalty being imposed against you and/or lead to a suspension or termination of your access to Internet Banking Services as provided for in Section 18.

16.3. Any Instruction transmitted by you after the relevant cut-off time on any day will be posted in the books and records of the Bank on or for the next Business Day following the date of the Instruction.

16.4. You shall not be entitled to use the Internet Banking Services if there exists any restrictions whatsoever in relation to your Account(s) or Third Party Account(s) either imposed by the Bank or by relevant authorities.

16.5. Any provision of our Internet Banking kiosks or computer devices and/or terminals (Property) at the Bank's branches are available only for your use and access of the Internet Banking Services and shall not be used for or in connection with any personal or illegal purpose or activity.

## **17. Deactivation, Cancellation and Re-activation of the Internet Banking Services**

17.1. Upon completion of the Internet Banking registration process, you understand that your enrollment in the Internet Banking facility shall be effective upon receipt of the Bank's confirmation of the activation of your account(s) in Internet Banking and shall remain in full force and effect until the Bank receives from you a notice of its termination or cancellation via the related forms to be filled out at any Maybank Branch or via any instruction of termination received from you through the Bank's Customer Care hotline.

17.2. Corporate clients who wish to deactivate, cancel or re-activate the Internet Banking Services shall be required to fill out the required request form at any Maybank Branches and submit a Board Resolution/Secretary's Certificate for the purpose.

## **18. Suspension or Termination of Services**

18.1. Notwithstanding anything herein to the contrary, you understand that the Bank may, at any time, terminate this arrangement and your use of the Internet Banking Services.

18.2. The Bank may terminate your right of access to the Internet Banking Services should you cease to maintain any Account(s) with the Bank which can be accessed via the Internet Banking Services or should your access to such Account(s) be restricted by the Bank or any other party for any reason.

18.3. You may terminate the Internet Banking Services immediately by contacting the Bank's Customer Care or visiting a Maybank Branch.

18.4. You agree that the Bank shall not be obliged to effect any of your Instructions received on any day falling after the send-out of your notice of termination. The Bank may immediately terminate the Internet Banking Services for justifiable reasons.

18.5. You acknowledge that the termination of the service as provided herein will not affect your liability or obligations in respect of the instructions processed by the Bank on your behalf.

## **19. Indemnity**

19.1. The Bank shall not be held liable for any and all proceedings, claims, losses, damages or expenses, including legal costs that arise from any of the following conditions unless proven that these conditions are not applicable and the circumstance is a result of the Bank's gross negligence:

- i. Any breach of these Terms and Conditions
- ii. Any breach of third party rights
- iii. Any loss or damage caused by force majeure or reasons beyond the control of the bank.
- iv. Any of your instructions verified by us or by the System as conveyed with the use of your Card Number, Accounts or Access Codes;
- v. Any unauthorized use of the Bank's Internet Banking facility, your Card Number, Accounts or Access Codes;
- vi. Any loss or damage caused by any access through your Accounts or Access Codes when the same is prohibited, restricted, delayed or otherwise affected by:
  - a. Any law or regulation of the country from where Bank's Internet Banking facility is accessed and/or the terms and conditions prescribed by your internet service or information service provider; or
  - b. Any law or regulation of any jurisdiction, regional or international authority which governs any use of any component of the Bank's Internet Banking facility.
- vii. Any loss or damage caused by any act or omission of your internet service, information service provider or network provider;
- viii. Any loss or damage due to your interference or tampering with, or alteration or misuse of, or amendment to, the Bank's Internet Banking facility.
- ix. Any loss or damage due to malfunction on the communications facility that may have an effect on the timeliness or accuracy of the instructions you sent through the Internet Banking facility.
- x. Any loss or damage that resulted from a delay and/or failure of Internet Banking Services

19.2. To the extent permitted by applicable laws, the Bank shall not be responsible or liable for any direct, incidental, consequential, indirect damages (including loss of profits, loss of opportunity, loss of savings and business interruption) or special or exemplary damages (incurred or suffered by you or any other person) to your data, software, equipment, network access or other equipment used to access the Internet Banking Services as a consequence of using the Internet Banking Services unless due to gross negligence and/or wilful misconduct of the Bank.

## **20. Notices**

20.1. You hereby consent to all notices and other communications which concern the Internet Banking Services or are required under these Terms and Conditions or may be given by the Bank in any one of the following manners:

- i. By mail to your registered address in the Bank's records. Such notification shall be deemed received two (2) days after send out.
- ii. By electronic mail to your registered e-mail address in the Bank's records. Such notification shall be deemed received twenty four (24) hours after sending.
- iii. By collaterals displayed on the Bank's premises and such notification shall be deemed effective upon such display.
- iv. By way of advertisement on any national newspaper, whether print or digital media. Such notification shall be deemed effective on the date of publication or on the specified effective date, whichever comes first.
- v. By inserting a notice in the Bank's Statement of Account to you. Such notification shall be deemed effective two (2) days after the date of send out of the notice contained in the Statement of Account to you.
- vi. By digital banner or webpage broadcast on the Bank's official website. Such notification shall be deemed effective on the date of publication or on the specified effective date, whichever comes first.
- vii. Any other manner of communication as the Bank deems fit.

20.2. For assistance and inquiries, Maybank's Customer Care hotline is (02) 8588 3888 or PLDT Toll Free number 1-800-10-588 3888 or email at [mpi.customerservice@maybank.com](mailto:mpi.customerservice@maybank.com).

Maybank Philippines Inc. is regulated by the Bangko Sentral ng Pilipinas | <https://www.bsp.gov.ph>

## **21. Waiver**

You agree that the failure of the Bank, whether continuous or otherwise, to exercise any rights, power, privileges, remedies or provisions of these Terms and Conditions or the Bank's failure or delay to insist on compliance with any of these clauses shall not constitute a waiver by the Bank of any such rights, power, privileges, remedies or provisions of these Terms and Conditions.

## **22. Severability**

You agree that if any one or more of the undertakings or provisions in these Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law and/or regulations, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired and will remain effective. Moreover, the invalid, unlawful or unenforceable provision will be deemed superseded by a valid, lawful or enforceable provision that most closely matches the intent of the original provision.

## **23. Variations of Terms and Conditions**

23.1 The Bank may add, modify, delete or vary any of these Terms and Conditions deemed suitable by the Bank. Any modification to the Terms and Conditions will be communicated to the Bank's customers accordingly.

23.2. You agree to view these Terms and Conditions regularly and your continued access or use of the Bank's website and/or Internet Banking Services after any such additions, modifications, deletions or variations become effective will constitute your acceptance to the variation of these Terms and Conditions.

## **24. Orientation on the Internet Banking Facility**

You hereby acknowledge that the Bank has oriented you about your roles and responsibilities with respect to the use of the electronic banking service, and that you reviewed the Bank's Fraud Awareness Program which is available via the website: <https://www.maybank.com.ph/en/personal/Security/e-banking-awareness.page?>

## **25. Dispute and Enquiries**

25.1. If you have any inquiries or require any assistance, you may call the Bank's Customer Care Hotline at (+632) 8588 3888 or Toll Free No. 1800 10 588 3888.

25.2. In the event that you have any complaint and/or dispute arising from the Internet Banking Services and these Terms and Conditions, you may refer the matter to the Bank at the address stated in clause 32.2 specifying the nature of your complaint and/or dispute and you agree to try to settle the matter amicably.

## **26. Regulatory Body, Law and Jurisdiction**

Maybank Philippines Inc. is regulated by the Bangko Sentral ng Pilipinas (BSP) with official website at <https://www.bsp.gov.ph>.

The Terms and Conditions will be governed by the Laws of the Philippines and all disputes may be resolved by the Bank, BSP and other regulatory bodies or by the Philippine courts as necessary.

## **27. Electronic Banking Consumer Awareness Program**

27.1 To ensure security in electronic and online banking transactions and personal information, please be advised of your responsibilities as a customer and user of the Internet Banking facility:

- i. Secure Login ID and Password or PIN
- i. Do not disclose Access Codes including your Login ID and Password or PIN.
- ii. Do not store Login ID and Password or PIN on your device or computer.
- iii. Regularly change password or PIN and avoid using easy-to-guess passwords such as names or birthdays. Password should be a combination of characters (uppercase, lowercase and special) and numbers as prescribed by the Bank.
- iv. Keep personal information private. Do not disclose personal information such as address, mother's maiden name, telephone number, social security number, bank account number or e-mail address - unless the one collecting the information is reliable and trustworthy.

### **27.2. Keep records of online transactions.**

- i. Regularly check transaction history details and statements to make sure that there are no unauthorized transactions.
- ii. Review and reconcile monthly credit card and Bank statements promptly and thoroughly for any errors or unauthorized transactions.
- iii. Check e-mails from merchants with whom one is doing business with. Merchants may send important information about transaction histories.
- iv. Immediately notify the bank if there are unauthorized entries or transactions in the account.

### **27.3. Check and access only the Bank's secure website.**

- i. Before doing any online transactions or sending personal information, make sure that correct website has been accessed. Beware of bogus or "look alike" websites which are designed to deceive consumers.
- ii. To check if the website is secure, ensure that the Universal Resource Locators (URLs) begins with "https" and a closed padlock icon on the status bar in the browser is displayed. To confirm authenticity of the site, double-click on the lock icon to display security certificate information of the site.
- iii. Always enter the URL of the website directly into the web browser. Avoid being re-directed to the website, or hyperlink it from a website that may not be as secure.
- iv. If possible, use software that encrypts or scrambles the information when sending sensitive information or performing e-banking transactions online.

### **27.4. Protect personal computer from hackers, viruses and malicious programs.**

- i. It is advised to install a personal firewall and a reputable anti-virus program to protect personal computer from virus attacks or malicious programs.
- ii. Ensure that the anti-virus program or scanner is updated and runs at all times to detect and eliminate malicious programs capable of capturing personal or financial information online.
- iii. Always keep the operating system and the web browser updated with the latest security patches, in order to protect against weaknesses or vulnerabilities.
- iv. Always check with an updated antivirus program when downloading a program or opening an attachment to ensure that it does not contain any virus.
- v. Never download any file or software from sites or sources, which are not familiar or hyperlinks sent by strangers. Opening such files could expose the system to a computer virus that could hijack personal information, including password or PIN.

### **27.5. Do not leave computer unattended when logged-in.**

- i. Log-off from Internet Banking when computer or mobile device will be left unattended, even if it is for a short while.
- ii. Always remember to log-off when electronic and online banking transactions have been completed.

- iii. Clear the memory cache and transaction history after logging out from the website to remove account information. This would avoid incidents of the stored information being retrieved by unwanted parties.

27.6. Check the site's privacy policy and disclosures contained in the terms and conditions.

- i. Read and understand website disclosures specifically on refund, shipping, account debit/credit policies and other bank terms and conditions.
- ii. Before providing any personal financial information to a website, determine how the information will be used or shared with others.
- iii. Check the site's statements about the security provided for the information divulged.
- iv. Some websites' disclosures are easier to find than others - look at the bottom of the home page, on order forms or in the "About" or "FAQs" section of a site. If the customer is not comfortable with the policy, consider doing business elsewhere.

27.7. Other internet security measures:

- i. Do not send any personal information particularly password or PIN via ordinary e-mail.
- ii. Do not open other browser windows while banking online.
- iii. Avoid using shared or public personal computers in conducting e-banking transactions.
- iv. Disable the "file and printer sharing" feature on the operating system if conducting banking transactions online.
- v. Contact the banking institution to discuss security concerns and remedies to any online e-banking account issues.

**28. Transfer, Disclosure and Retrieval of Information**

28.1. You hereby authorize us to obtain and verify any information about you as we deem fit. You authorize the transfer, disclosure and communication of any information relating to you (including information Maybank Phil, Inc. [MPI] obtains from third parties such as any credit bureau, banking or credit industry association, credit information service providers, credit and loan providers), your Account or any information thereon, or any of your properties or investments with MPI, from MPI to and between offices, branches, subsidiaries, parent bank, affiliates, agents and representatives of MPI and third parties selected by any of them or MPI (collectively referred to as the Receiving and Disclosing Parties), wherever situated, for use (including for use in connection with the provision of any service or product to you or relating to your Accounts, properties or investments, and for data processing and storage, customer satisfaction surveys, product and service offers made through mail, email, fax, SMS or telephone, anti-money laundering, sanctions, and/or US Foreign Account Tax Compliance Act monitoring, review and reporting, statistical and risk analysis and risk management purposes).

28.2. In addition to the foregoing, MPI or any of the Receiving and Disclosing Parties may transfer and disclose any such information as may be required by any law, regulation, court, regulator or legal process. Without prejudice to the generality of the foregoing, where MPI is a user, member of, or subscriber for the information sharing services or activities of, any credit bureau, banking or credit industry association, credit information service provider, credit and loan providers, financial institutions, (individually and collectively referred to as Credit Institutions), or party to any outsourcing agreement (the Outsourcing Agreement), you expressly authorize (a) MPI to transfer and disclose to any such Credit Institutions or MPIs counterparty in an Outsourcing Agreement (the Outsourcing Partner); and (b) any such Credit Institutions to transfer and disclose to any fellow member or subscriber, any information (and updates or corrections), whether positive or negative, relating to you and/or your Accounts, properties or investments (and for such purposes). You acknowledge that such information shall include basic credit data and negative information under the Credit Information System Act (R.A. 9510), i.e., personal information or demographics, monthly account information and account performance data, including account history and account status.

28.3. You agree to hold Maybank free and harmless from any liability that may arise from any transfer, disclosure or storage of information relating to you, your Accounts, properties or investment unless proven that such consequence was due to the Bank's gross negligence or wilful misconduct. If you do not wish to receive telephone and/or mail solicitations, you may notify us by email at [mpi.customerservice@maybank.com](mailto:mpi.customerservice@maybank.com) or by calling Maybank Call Center at (+632) 8588 3888 or PLDT Domestic Toll Free Number 1800 10 588 3888 or visiting any of our branches near you.

### **Compliance with Republic Act No. 10173 (Data Privacy Act of 2012)**

1. By acceding to the Bank's Terms and Conditions for account opening and for availing the Bank's financial products, you confirm that you have read and understand the Bank's Privacy Notice which may be viewed online at <https://www.maybank.com.ph/en/personal/Security/privacy->, and you agree that Maybank may collect, hold, use, and share your Personal Information pursuant to the Data Privacy Act Of 2012 (Republic Act No.10173) for so long as you remain to be a client and for as long as your records and Personal Information are required and/or allowed by law to be retained and processed, whether for your protection or for the protection and pursuit of the legitimate interests and/or business purposes of Maybank. I allow Maybank Philippines, Inc. to provide to the appropriate regulatory agencies and/or authorities, and/or to its parent bank, Malayan Banking Berhad, its subsidiaries, affiliates or branches, and/or any of Maybank Philippines, Inc.'s authorized agents any information pertinent to my account(s) and/or as may be stipulated under the applicable laws, regulations, guidelines, directives or agreement.
2. Your Rights as Data Subject under the Data Privacy Act of 2012:
  - i. Right to be informed - It empowers you as the Data Subject to consider other actions to protect your data privacy and assert other privacy rights. This right also requires the Bank as Personal Information Controller to notify you within a specific period of time if personal data has been compromised.
  - ii. Right to object - You have the right to object to the processing of your personal data, including processing for direct marketing, automated processing or profiling. You shall also be notified and given an opportunity to withhold consent to the processing in case of changes to the information supplied or declared to you in the preceding paragraph.
  - iii. Right to access - You have the right to reasonable access to, upon demand, the following:
    - 1) Contents of your personal data that were processed;
    - 2) Sources from which personal data were obtained;
    - 3) Names and addresses of recipients of the personal data;
    - 4) Manner by which such data were processed;
    - 5) Reasons for the disclosure of the personal data to recipients, if any;
    - 6) Information on automated processes where the data will, or is likely to, be made as the sole basis for any decision that significantly affects or will affect you;
    - 7) Date when personal data concerning you were last accessed and modified; and
    - 8) The designation, name or identity, and address of the personal information controller.
  - iv. Right to rectification - You have the right to dispute any inaccuracy or error in the personal data and have the Bank correct it immediately, unless the request is vexatious or otherwise unreasonable. If the personal data has been corrected, the Bank shall ensure the accessibility of both the new and the retracted information and the simultaneous receipt of the new and the retracted information by the intended recipients thereof: Provided, That recipients or third parties who have previously received such processed personal data shall be informed of its inaccuracy and its rectification, upon your reasonable request.

- v. Right to erasure or blocking - You have the right to suspend, withdraw or order the blocking, removal or destruction of your personal data from the Bank's filing system. This right may be exercised upon discovery and substantial proof of any of the following:
  - 1) The personal data is incomplete, outdated, false, or unlawfully obtained;
  - 2) The personal data is being used for purpose not authorized by the data subject;
  - 3) The personal data is no longer necessary for the purposes for which they were collected;
  - 4) You withdraw consent or object to the processing, and there is no other legal ground or overriding legitimate interest for the processing;
  - 5) The personal data concerns private information that is prejudicial to the Data Subject, unless justified by freedom of speech, of expression, or of the press or otherwise authorized;
  - 6) The processing is unlawful; or
  - 7) The Bank violated the rights of the Data Subject.
- vi. Right to Damages - You have the right to claim compensation you may have suffered due to inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of personal data, taking into account any violation of your rights and freedoms as Data Subject.
- vii. Right to data portability - Where your personal data is processed by electronic means and in a structured and commonly used format, you shall have the right to obtain from the Bank a copy of such data in an electronic or structured format that is commonly used and allows for your further use.
- viii. Right to file a complaint - You have the right to file a complaint with the National Privacy Commission in case of a privacy violation or personal data breach.

### 3. Consent for Processing and Sharing of Personal Data

You consent to the processing and/or sharing of your personal data for the following purposes:

- 1) To assess your application for any of the Bank's products and services;
- 2) To verify your financial standing through credit reference checks;
- 3) To manage and maintain your account and facility;
- 4) To evaluate financial needs and to continue performing the contractual obligations entered into between you and Maybank;
- 5) To respond to your inquiries and complaints and to resolve disputes;
- 6) For internal functions such as evaluating the effectiveness of marketing, market research, statistical analysis and modelling, reporting, audit and risk management;
- 7) To prevent fraud or detect crime or for the purpose of investigation;
- 8) For security reasons, in particular, personal information collected from closed circuit security surveillance cameras;
- 9) To use personal data for the fulfilment of any regulatory requirements and for any other reasons connected with providing you the services you require, as well as the fulfilment of any of your commercial transactions with Maybank;
- 10) To share your personal data with other entities within the Maybank Group, its agents and strategic partners with whom Maybank has a relationship with respect to specific products and services ("Other Entities") as Maybank deems fit, and you as Accountholder may receive marketing communication from Maybank or from these other entities about products and services that may be of interest to you.

Should you wish not to receive these marketing communications, you may notify the Bank to withdraw your consent and the Bank will stop processing and sharing your personal data with these other entities for the purpose of sending marketing communications.

**Effective 20 February 2024**