

## TERMS AND CONDITIONS OF MAYBANK QR PAY (FOR INDIVIDUALS)

This Terms and Conditions of Maybank QR PAY sets forth the specific terms and conditions which shall govern the use of the Maybank QR PAY Service (“QR PAY”). This document will also highlight user responsibility, operations and possible risks in using the service.

By agreeing, accessing or utilizing Maybank QR PAY or any page or part thereof, whether via mobile and/or any other available electronic medium, Users are bound by these Terms and Conditions.

QR PAY is provided as part of Maybank’s M2U mobile app (“Application”) service. From time to time, Maybank may need to revise these Terms and Conditions, in which case Maybank will provide a seven(7)- day prior notice to communicate the revisions in any mode as it deems appropriate. Continued use of QR PAY subsequent to any such revisions will be deemed as acceptance of those changes.

If User chooses NOT to accept these terms and conditions or any of its revisions, do not proceed and immediately discontinue access and/or use of Maybank QR PAY.

### 1. DEFINITION

“Access Code” refers to Username, Password and/or PIN and/or such other confidential authentications that is required to access and/or use Maybank QR PAY, whether in the form of words, codes, numbers, sets of characters or biological input or such other form or combination thereof, as may be prescribed by the Bank from time to time.

“Account” refers to a savings and/or current account, credit cards, loan and/or time deposits held in Maybank under the depositor’s name, whether solely or jointly.

“Sender” or “You” or “User” refers to a customer of Maybank who will perform Peer-to-Peer transfer for purchase of goods and/or services or obligation via the Maybank QR PAY.

“Beneficiary” refers to the person who has registered to transact via QR PAY and receives a transfer through Peer-to-Peer or Merchant transfer.

“Maybank” refers to Maybank (Cambodia) Plc. which also includes its successor title and assigns.

“Maybank QR PAY” is a service which allows the user to make payments to sellers for goods and services and/or perform a transfer to a Beneficiary using a unique two-dimensional quick response code.

“Mobile Device(s)” refers to the mobile phone or such other communication device which is used to access Maybank QR PAY and/or M2U mobile app.

“Network Service Provider” refers to any internet service provider providing connections to the internet.

“Password” refers to the password for access to M2U Online Banking and M2U mobile app services.

“One-Time-Password” or “OTP” refers to the six (6) digit code sent to the user’s registered mobile number needed for two-factor authentication of the user.

“Peer-to-Peer Transfer” refers to the electronic money transfer made by M2U mobile app users using the Maybank QR PAY.

“QR Code” refers to the quick response code, is a two-dimensional or matrix code that is readable by smartphones. It contains information about an item to which it is attached. There are two (2) types of QR Code, Static QR Code and/or Dynamic QR Code.

“Static QR Code” refers to a fixed and unchangeable code. It can be scanned repeatedly. It contains Beneficiary account details only, the sender is required to enter the amount when making QR payments using a Static QR Code.

“Dynamic QR Code” refers to a unique and changeable code. It contains Beneficiary account details and transaction information embedded within the code. It can only be used once and the sender does not need to enter the amount when making QR payments using Dynamic QR Code.

“KHQR” refers to a standardized QR code for receiving payment from any banking mobile apps including Bakong app, making QR payment simple for both customers and merchants in Cambodia.

## 2. ELIGIBILITY

Maybank QR PAY is offered to individual users of the M2U mobile app.

## 3. MAYBANK QR PAY SERVICES

3.1. User agrees to download and install M2U mobile app to setup and use Maybank QR PAY. User is required to select an account to be used by Maybank for deduction of funds.

3.2. User shall observe all security measures prescribed by Maybank from time to time relating to QR PAY services in particular over security of Password and their mobile devices from falling into the wrong hands.

User must make all reasonable security precautions and diligence to prevent any unauthorized use of their QR PAY and their mobile devices, including but not limited to the following measures:

- Enable lock on their mobile devices;
- Not keep any written record of Access Codes on, with or near their Mobile Devices;
- Not display or allow another person to see the Access Codes during access code entry;
- Not use the Access Codes negligently or recklessly which will contribute to or cause losses from any unauthorized QR PAY transaction by any Third Party;
- Avoid using date of birth, identity card number or mobile phone number as the Access Codes;
- Check the account details and transactions and report any discrepancy without undue delay;
- Log-out from the M2U mobile app properly after use and not leave their Mobile Devices unattended;
- Ensure correct profile is used when using the QR PAY;
- At no time and under no circumstances shall the user reveal his/her Password to ANYONE including to any of the Bank’s staff.

If the password is exposed or suspended or to be exposed to another person or if the mobile is lost or stolen, User shall immediately inform the Bank for deactivation of the service by contacting our Customer Care hotline. Maybank shall not be liable whatsoever to the User for any loss or damage the latter may sustain as a result of or in connection with the any of the foregoing.

3.3. User shall not use QR PAY unless there are sufficient funds in his/her account. The Account balance shall exclude uncleared cheque/s or remittance/s not received. Maybank at its absolute discretion, without needing to give any reason/s be entitled to refuse to act on any such instruction without incurring any liability whatsoever, including but not limited to, any of the following scenarios:

- a. The funds in the User's selected account is insufficient to effect, perform or process that instruction;
- b. The User has exceeded the daily limit;
- c. The User's account is frozen, closed or dormant; or
- d. Maybank reasonably believes that, by using QR PAY, a fraud, criminal act, offense or violation of any law or regulation has been or will be committed.

3.4. The QR PAY maximum daily accumulated limit is USD 50,000 equivalent with subset limits based on the nature of the transaction. Maybank may from time to time change the maximum and minimum limits on Maybank QR PAY and User shall be bound by the limits imposed.

3.5. The adjustable transaction limit from USD 0 to USD 500 means that no Password is required when performing QR PAY transactions. User may adjust this limit via the M2U mobile app. For transactions above USD 500 or the transaction limit set by the User, the Password of User is required to authorize payment.

3.6. User agrees that QR PAY function is only usable with participating sellers with KHQR.

3.7. User agrees that QR PAY can be used to perform Peer-to-Peer transfers with another M2U mobile app users and/or Bakong Wallet users and/or users of participating banks with KHQR.

3.8. User consents to the collection, use and disclosure of the User's personal data (including contact details) by us, our affiliates and our service providers as required for the purposes of QR PAY service.

3.9. User/Sender is wholly responsible to ensure the correct amount and beneficiary information is displayed prior to confirming the QR payment. The amount entered and/or information transmitted via QR Code shall be deemed by Maybank to be correct upon the User/Sender's confirmation of the payment. Maybank is under no obligation whatsoever to verify that the amount paid matched with the beneficiary amount.

3.10. The User hereby authorizes Maybank to effect, perform and/or process payments into the beneficiary account which is embedded within the QR Code.

3.11. Maybank may accept and act upon instruction issued and/or transmitted via Maybank QR PAY (whether actually authorized by the Sender or otherwise) as the Sender's authentic and duly authorized instruction. Maybank shall be under no obligation whatsoever to investigate the authenticity or authority of person/s effecting the instruction or verify the accuracy and completeness of the instruction. The instruction will be treated as valid and binding on Maybank notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such instruction.

3.12. Handling Disputes

Should there be any disputes (such as, disputes over the amount paid due to error or mistakes by either the Beneficiary and/or Sender), the settlement of such disputes shall be between the User/Sender and Beneficiary. Maybank will not revoke and/or reverse successful QR payments or take any part in the outcome or dispute settlement between the User/Sender and Beneficiary.

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

- a. The Beneficiary not receiving any goods or services arising from any form of buying and Selling transaction;
- b. The Seller/Beneficiary is not contactable;
- c. Any wrongful or miscommunication by and between the Seller/Beneficiary and User/Sender ;and
- d. Any wrongful/fraudulent/unauthorized transaction.

3.13. Liability for unauthorized transaction

a. The User/Sender understands and acknowledges that if any third party obtains access to their Mobile Device / Application and/or Password, such third party will be able to carry- out QR payment transactions. User shall be responsible for all QR PAY transactions carried out through their mobile device and Maybank shall not be liable in any manner whatsoever for such transaction/s.

b. User/Sender shall take all reasonable precautions to prevent any unauthorized use of QR PAY due to loss or theft of mobile device. In the event of such, User/Sender shall notify the Bank immediately upon discovery of such loss or theft, through Maybank Cambodia Plc. Customer Care hotline to deactivate the use of QR PAY.

3.14. Any queries, complaints or to report a lost/stolen mobile device shall be directed to Maybank Cambodia Plc. Customer Care hotline at +855 98 888 028 / 99 888 028 or via Live Chat which is available on both M2U mobile app and [www.maybank2u.com.kh](http://www.maybank2u.com.kh) at any time and on any day (including holidays).

3.15. Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, User expressly agrees that the use of QR PAY is at his own risk and shall assume all risks incidental arising out of the use of Service.

3.16. “I/We have hereby ratified all terms and conditions as stated in these Terms and Conditions, Credit Card Application Form and/or other related documents, and agreed to waive all rights under Prakas No. 0067 on Unfair Contractual Terms, Dated 01 March 2022 and Articles: 360, 362 and 363 of the Civil Code.”