

## HSBC Amanah Terms & Conditions for Personal Internet Banking (May 2019 Edition)

The effective date of the HSBC Amanah Terms & Conditions for Personal Internet Banking (May 2019 Edition) is as follows:

- 29 May 2019 for all new and existing customers

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### 1. Services

- a. HSBC Amanah Malaysia Berhad (the 'Bank' which shall, include its successors and assigns) shall provide online services and facilities from time to time (the 'Services') through any Internet site established, operated and/or maintained by or on behalf of the Bank ('Internet Site') or on any mobile banking application (as updated from time to time) ('Mobile Banking App') to enable customers (each a 'Customer') to give instructions to and communicate with the Bank for the purposes of conducting banking, investment, financial and other transactions of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and where relevant, any members of the HSBC Group or any person as the Bank may consider necessary (the 'third party' which shall, include a third party service provider).
- b. As part of the Services, the Bank may make available via any Internet Site or Mobile Banking App, financial, market or other information and data ('Information') supplied by any person (each an 'Information Provider' which shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means ('Reports').

- c. The Bank has the right to determine and vary from time to time the scope and type of the Services to be made available in the Internet Site and the Mobile Banking App including, without limitation:
- i. expanding, modifying or reducing the Services at any time;
  - ii. imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits with respect to the value of any transaction or any type of transactions which the Customer may conduct by using the Services;
  - iii. Prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones;
  - iv. Reducing or re-setting a transfer limit (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer has not utilized the relevant Service(s) for a period of time that the Bank may designate from time to time;
  - v. Prescribing the operating systems supported by the Bank from which the Customer can access the Services at the Internet Site and Mobile Banking App; and
  - vi. Issuing new updates to the Internet Site and Mobile Banking App.
- d. The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Services.
- e. Products and services referred to in the Internet Site and Mobile Banking App are offered only in Malaysia where they may be lawfully offered by the Bank or another member of the HSBC Group.
- f. The Internet Site and the Mobile Banking App are to be accessed and used by the Bank's customers, and they are not intended for use or download by any person who is not already the Bank's customer or in any jurisdiction where such download or use would be contrary to any law or regulation of such jurisdiction or where the Bank is not licensed or authorised to provide the Services.

## **2. Governing Terms and Conditions & Internet Banking Records**

- a. The Services provide an additional means for the Customer to operate accounts, conduct transactions and obtain services, products, information, goods, benefits and privileges from the Bank and/or other members of the HSBC Group as shall be made available from time to time. Transactions effected by using the Services are subject to these terms and conditions and other related terms issued by the Bank including the Disclaimer, Internet Privacy Statement; Client Charter; Privacy and Security; Terms of Use and Hyperlink Policy currently published on the Internet Site and Mobile Banking App of the Bank where the Services are provided and the User Guide (collectively, 'Terms and Conditions'). All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, this Terms and Conditions shall prevail for the purposes of the Services.
- b. Where the Customer gives an Instruction (as defined below) or requests a transaction through the Services:
- The Terms and Conditions will apply in addition to the existing terms and conditions in respect of the Customer's dealings with the Bank in respect of particular accounts or products or generally even if the Customer have not signed such terms and conditions, including without limitation, the Bank's Universal Terms and Conditions (consisting of the Bank's Generic

Terms and Conditions, Specific Terms and Conditions for HSBC Amanah Premier and HSBC Amanah Advance, Specific Terms and Conditions for Retail Banking and Wealth Management and Cardholder Agreement) as amended from time to time. In the event of any inconsistency, this Terms and Conditions will prevail for the purposes of the Services; and

- The Customer hereby undertakes to observe and comply with all applicable laws of Malaysia and the regulations, notices and directives issued by Bank Negara Malaysia (in particular, the BNM Notices on Foreign Exchange Administration Rules) and any relevant authority.
- c. The Bank's records, unless shown to be wrong, will be evidence of the Customer's dealings with the Bank in connection with the Services.
- d. The Customer agrees not to object to the admission of the Bank's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer or electronic device.

### 3. Use of the Services

- a. To subscribe for the Services, the Customer is required to maintain a Current or Savings Account with the Bank or be a holder of one or more cards, including without limitation, an Debit Card, credit, charge, or stored value card issued by the Bank ('Cards'). Not all accounts may be accessed under the Services and not all types of Cards may be used to register for the Services. For instance, if the Customer maintains a joint account, the Customer can sign up for the Services only if the mandate for the account allows the Customer to operate the account jointly and severally (such joint accounts shall be referred to as 'the eligible joint accounts' in this Clause). For details of accounts in respect of which the Services are currently available, please refer to the guidance and information set out on screen in the 'Help' pages of the Services and all other customer guides and other guidance issued by the Bank in connection with the Services, as amended from time to time ('User Guide').
- b. The Customer's application for the Services is subject to the Bank's approval and where the Customer's application is rejected, the Bank is not obliged to provide any reason(s) therefore.
- c. To access the Services for the first time via Internet Site, the Customer is required to register online at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) and to access the Services via Mobile Banking App, the Customer is required to download and install the Mobile Banking App from the official supplying application store on their electronic devices or in such other manner as the Bank may from time to time specify and indicate his acceptance of all the terms and conditions governing the use of the Services and to provide such information as the Bank may reasonably specify for identifying him.
- d. By registering to use the Services, the Customer warrants that all information provided by the Customer to the Bank in relation to the Services is true, complete and up-to-date.
- e. The Services are for the sole and exclusive use by the Customer.
- f. The Customer shall not use or knowingly allow any other person to use the Services, the Information and/or the Reports for or in connection with any illegal purpose or activity; or any business or commercial purpose or activity. The Customer shall notify the Bank as soon as practicable if he becomes aware of such use.
- g. Any exchange rate, profit rate, dealing rate and other prices and information quoted by the Bank on the Internet Site or Mobile Banking App or otherwise in response to an online inquiry is for reference only and is not binding on the Bank. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon the Customer confirming his

- acceptance irrespective of any different rate, price or information quoted by the Bank.
- h. The Customer acknowledges that there may be a time lag in transmission of instructions, information or communication via the Internet.
  - i. For Mobile Banking App, updates will be downloaded automatically for some devices. If this does not happen, the Customer shall download the update from the supplying app store. The Customer should log on to the Mobile Banking App regularly to check any in-App messages displayed by the Bank which may include reminders to the Customer to install new updates. The Customer acknowledges that the Customer may not be able to use the Mobile Banking app until the latest updated version has been downloaded and installed.
  - j. Certain Services made available through the Internet Site and/or Mobile Banking App may require information about the Customer's physical location sent from the Customer's computer or electronic device (for example, Find a Branch/ATM requires usage of GPS signals). If the Customer uses such Service, the Customer consents to the Bank, its partners, licensees, and Google or any other approved third party service providers accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using the Customer's location data to enable the Bank and Google or any other approved third party service providers to provide the relevant functionality in accordance with the terms and conditions, and privacy policy, of the Bank and those of Google or any other approved third party service providers. The Customer will be asked to consent to the use of location services the first time the Customer uses the relevant Services. The Customer may withdraw consent at any time by turning off the location services settings on the computer or electronic device.
  - k. Access to third party services (such as Google Maps/Google Earth API) through the Mobile Banking App is subject to separate terms and conditions of third party service providers (such as Google terms and conditions available at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and [http://www.google.com/enterprise/earthmaps/legal/universal\\_aup.html](http://www.google.com/enterprise/earthmaps/legal/universal_aup.html)).
4. **User ID, Password, Secondary Password, SMS Code, Security Device PIN, 6-Digit PIN, Security Code, Re-authentication Code, Transaction Signing Code and Biometric Credentials**
- a. Definitions
    - “Security Device” means the electronic device which generates the Security Code, Re-authentication Code and Transaction Signing Code.
    - “Security Device PIN” means the personal identification number adopted by the Customer for using the Security Device and includes any replacement number.
    - “6-Digit PIN” means the personal identification number adopted by the Customer for logging on to the Mobile Banking App.
    - “Security Code” means the one-time numeric password generated by the Security Device for access to the Services.
    - “Re-authentication Code” means the one-time numeric password generated by the Security Device for performing selected transactions.
    - “Transaction Signing Code” means the one-time numeric password generated by the Security Device for performing selected transactions after the relevant numeric password relating to each transaction is keyed-in into the Security Device.
    - The Security Code, the Re-authentication Code and the Transaction Signing Code shall collectively be referred to as the Security Device Codes.

- “Biometric Credentials” means any unique biological characteristics or traits that verify the identity of a person, such as fingerprints, eye retinas, face and voice recognition.
- b. The Customer shall follow the guidance provided by the Bank online in designating the user identification code (the 'User ID'), the password (the 'Password'), the secondary password (the 'Secondary Password'), SMS Code, Security Device PIN, 6-Digit PIN, Security Code, Security Device Codes and Biometric Credentials for identifying the Customer for the purposes of the Services and for performing transactions in respect of the Services.
  - c. The Customer may change the Password, the Secondary Password, the Security Device PIN and 6-Digit PIN at any time but any change shall be effective only if accepted by the Bank.
  - d. The Bank may require the Customer to use the Security Device Codes to access and use any of the Services. It is the sole responsibility of the Customer to apply to the Bank for a Security Device or a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.
  - e. Notwithstanding Clause 4(c) above, the Customer may perform selected transactions, as determined by the Bank, in the absence of a Security Device when they have designated and possess their User ID, Password, Secondary Password, SMS Code, 6-Digit PIN and/or Biometric Credentials.
  - f. The Customer shall act in good faith, exercise reasonable care and diligence in keeping the User ID, the Password, the Secondary Password, the Security Device PIN, the 6-Digit PIN, the Security Device Codes and the SMS Code in secrecy. For example, the Customer **should not**:
    - Write or otherwise record the User ID, Password, Secondary Password, Security Device PIN and 6-Digit PIN in a way that can be understood by someone else;
    - Share the Password, the Secondary Password, the Security Device PIN and the 6-Digit PIN with someone else including, without limitation, the Bank's employees and any third parties providing account aggregation services;
    - Destroy any advice from the Bank concerning the Customer's PIN, namely the Customer's Card Personal Identification Number; or the Personal Identification Number issued to the Customer with the Customer's User ID when the Customer first applied for the Bank's Telebanking services, promptly after receipt;
    - Use Passwords, Secondary Passwords, Security Device PINs and 6-Digit PINs which may be easy to guess such as birthdays, telephone numbers, dates of birth etc.;
    - Record his/her User ID, Password, Secondary Password, Security Device PIN or 6-Digit PIN on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or the like on an internet browser);
    - Use the same Password, Secondary Password, Security Device PIN and 6-Digit PIN without regularly changing it;
    - Use Passwords, Secondary Passwords, Security Device PIN and the 6-Digit PIN from other internet sites or mobile applications;
    - At no time and under no circumstances shall the Customer disclose the User ID, the Password, the Secondary Password, the Security Device PIN, the 6-Digit PIN, the Security Device Codes and/or SMS Code to any other person or permit the Security Device to come into the possession or control of any other person.
  - g. The Customer shall be fully responsible for any accidental or unauthorized disclosure of the User ID, the Password, the Secondary Password, the Security

Device PIN, the 6-Digit PIN, the Security Device Codes and/or SMS Code to any other person and shall bear the risks of the User ID, the Password, the Secondary Password, the Security Device PIN, the 6-Digit PIN, the Security Device Codes or SMS Code, Biometrics Credentials and electronic devices being used by unauthorized persons or for unauthorized purposes.

- h. Upon notice or suspicion of the User ID, the Password, the Secondary Password, the Security Device PIN, the 6-Digit PIN, the Security Device Codes and/or SMS Code being disclosed to, and/or the Security Device and/or electronic devices in which the Mobile Banking App was installed on being lost or has otherwise come into the possession or control of any unauthorized person or any unauthorized use of the Services being made, the Customer shall notify the Bank in person as soon as practicable or by telephone at such telephone number(s) as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Customer shall remain responsible for any and all use of the Services by unauthorized persons or for unauthorized purposes.
- i. If the Customer allows usage of his/her Biometric Credentials in using some of the Services, the Customer shall ensure that the Customer's Biometric Credentials stored on device are the Customer's own and do not store anyone else's Biometric Credentials on the Customer's device and that the Customer only use his/her own Biometric Credentials to log on to the Mobile Banking App. The Customer must take all reasonable precautions to keep safe and prevent fraudulent use of Biometric Credentials stored on the Customer's device.
- j. The Customer should not use facial recognition for authentication purpose in the following situations:-
  - The Customer has an identical twin sibling, or
  - The Customer is an adolescent where facial features may be undergoing a rapid stage of development.

#### 5. Customer's Instructions

- a. The Customer is required to quote any one or more of the User ID, the Password, the Secondary Password, the Security Device Codes, the SMS Code, the 6-Digit PIN, Biometric Credentials and/or any other identifiers as shall be prescribed by the Bank from time to time in order to log-on to the Services and give instructions to the Bank online. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.
- b. Any instruction ("Instruction") given in connection with the Services by quoting the User ID, the Password, the Secondary Password, the Security Device Codes, the SMS Code, the 6-Digit PIN, Biometric Credentials and/or such other identifiers of the Customer as prescribed by the Bank, once given, may not be rescinded or withdrawn without the consent of the Bank or the relevant member of the HSBC Group. All such Instructions given, as understood and acted on by the Bank or the relevant member of the HSBC Group in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. The Bank and the relevant member of the HSBC Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User ID, the Password, the Secondary Password, the Security Device Codes, the SMS Code, the 6-Digit PIN, Biometric Credentials, and/or such other identifiers (if any) of the Customer.

- c. The Bank will only act on an Instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- d. Advice or confirmation that an Instruction has been received and/or a transaction has been effected through the Services will be provided by the Bank online. Such advice or confirmation shall be deemed to have been received by the Customer immediately after transmission and it is the duty of the Customer to check such advice or confirmation. It is also the duty of the Customer to enquire with the Bank if the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- e. Information relating to any account or transaction made available on the Internet Site and Mobile Banking App is for reference only. The Bank's records of such account and transaction shall be conclusive unless and until the contrary is established.
- f. Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the accounts of the Customer or the Services generally, the Bank may, and without any liability, refuse to act on or delay acting on the instruction and in that event, the Bank will, to the extent possible, inform the Customer as soon as practicable.
- g. Further to the above, the Customer requests and authorizes the Bank to (i) rely and act upon all apparently valid Instructions as instructions properly authorized by the Customer, even if they may conflict with any other mandate given at any time concerning the Customer's accounts or affairs and (ii) debit the Customer's accounts with any amounts the Bank have paid or incurred in accordance with any Instructions.
- h. The Customer's agreement with respect to the processing of his/her Instructions are as follows:
  - The Bank can act on any Instructions given to the Bank including deducting money from his/her account subject to the maximum limit, if any, requested by the Customer and acknowledged by the Bank; otherwise, the existing daily limit prescribed by the Bank for fund transfers from the Customer's account shall apply.
  - When the Customer executes any fund transfer to a third party beneficiary account whether or not held by the Bank (in any of the Bank's branches) in Malaysia, the Customer's account number and the amount remitted will appear in the transaction details notified to the third party beneficiary. The Customer hereby authorizes the Bank to disclose the Customer's name to the third party beneficiary should the beneficiary enquire of the Bank as to the identity of the remitter.
  - The Bank shall not be liable for any loss or delay suffered by the Customer if the Instructions given through the Services are inaccurate, incomplete or ambiguous.
- i. The Customer hereby acknowledges that a transaction being carried out is not always simultaneous with an Instruction being given. Some matters may take time to process and certain Instructions may only be processed during normal banking hours (refers to a banking day and the normal banking hours of the Bank in Kuala Lumpur) even though the Services may be accessible outside such hours.

#### 6. Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services including, without limitation, to impose a charge for its provision of the Security Device and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Services

on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.

#### **7. Customer's Undertakings and Responsibilities**

- a. The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Services. The Customer shall also ensure that all information provided to the Bank is at all times accurate, complete and up-to-date including, without limitation, the Customer's address and other contact details.
- b. The Customer understands that the Bank needs to and so authorizes the Bank to use, disclose, compile, match, obtain and/or exchange, process, share, store or transmit information about the Customer, the Customer's account(s), affairs, facilities which the Customer may have with the Bank and/or the transaction(s) ("Customer's Information") executed by the Bank on the Customer's behalf to, from or with any person in any jurisdiction (including Malaysia), including, without limitation,
  - Any bureaus or agencies established or to be established by Bank Negara Malaysia ('BNM') which includes, without limitation, the Central Credit Bureau who will store the Customer's Information in the Central Credit Reference Information System ('CCRIS') or the Association of Banks Malaysia ('ABM') or by other government or regulatory authority;
  - Any member of the HSBC Group; and
  - Any third party including any debt collection agencies that may be appointed by the Bank.
  - The Bank undertakes that any such usage, disclosure, compilation, matching, processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Services.
- c. The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet Site or any Mobile Banking App or any software comprised in them.
- d. The Customer acknowledges that it is the responsibility of the Customer to determine independently market prices and rates for trading purposes through his usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Information and the Reports, the Terms and Conditions and any transactions and dealings which may affect the Customer under all applicable laws.
- e. The Customer agrees to comply with the Terms and Conditions and any security measures and procedures mentioned in them.
- f. Once the Customer has logged on to the Services, the Customer must not leave the Internet Site or Mobile Banking App from which the Customer has accessed the Services at any time; or let anyone else use the Internet Site or Mobile Banking App until the Customer has logged off the Services. The Customer will be responsible for ensuring that he/she has logged off the Services at the end of any session.
- g. The Customer must not access the Services from any computer or electronic device connected to a local area network (LAN) or any public internet access device or access point without first making sure that no-one else will be able to observe or



copy the Customer's access or get access to the Services pretending to be the Customer.

- h. The Customer must inform the Bank immediately of any unauthorized access to the Services or any unauthorized transaction or instruction which the Customer knows of or suspects or if the Customer suspects someone else knows his/her Password and/or Secondary Password. The Customer may do so in person or at such telephone number (s) the Bank may prescribe from time to time. The Bank may ask the Customer to confirm in writing the details given. The Customer must also change his/her Password and/or Secondary Password immediately to a number/string of characters which the Customer has not used before. The Bank will need the Customer to help the Bank and the police in trying to recover any losses. The Bank may disclose information about the Customer or the Customer's account to the police or other third parties if the Bank thinks it will help prevent or recover losses.
- i. The Customer agrees to check carefully his/her records of transactions and statements of accounts and inform the Bank immediately (at any rate, within 60 days of receipt by the Customer of such records and/or statement) of any discrepancy, failing which the Bank shall accept no responsibility whatsoever for such discrepancy.
- j. Customers should install personal firewall and anti-virus software onto their computer(s) and electronic device(s) (and have them updated regularly) and only conduct transactions online if they are satisfied that the website or mobile application is valid, secure and reputable. The Customer hereby irrevocably and unconditionally agree that, further to Clause 9 herein, the Bank will not be liable for any losses, damage or injury that the Customer may suffer where it is determined that the Customer has failed to take the aforesaid precautionary steps resulting in him/her incurring such losses, damage or injury.
- k. The Customer must not use the Mobile Banking App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of Mobile Banking App on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Download and use of the Mobile Banking App in a jail broken or rooted device is entirely at the Customer's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Customer as a result.
- l. The Customer is responsible for any ancillary cost when accessing the Services at the Internet Sites and Mobile Banking App, such as charges by the Customer's network operator for downloading and/or accessing the Internet Site and Mobile Banking App including updates to the Mobile Banking App.
- m. The Customer is responsible to delete the Mobile Banking App from his/her device if the Customer changes device or dispose of it.

#### **8. Copyrights, Trademarks, Information and Information Providers**

- a. Please note that "HSBC Amanah Malaysia Berhad" and the Bank's Hexagon logo are registered trademarks.
- b. The Bank has a license for or owns all copyrights for the Bank's Internet Site and Mobile Banking App through which the Customer accesses the Services and all trademarks and other materials used on or provided through it, including, without limitation, "HSBC Amanah Malaysia Berhad" and the Bank's Hexagon logo and such other Information reports as may be prepared by the Bank or the Information Providers.

- c. The Customer acknowledges and agrees that “HSBC Amanah Malaysia Berhad” and the Bank’s Hexagon logo, the Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively ‘Confidential Information’) are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.
- d. Unless expressly permitted by the Terms and Conditions, the Customer shall not, and shall not attempt to:
  - i. sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;
  - ii. remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
  - iii. incorporate or combine the Confidential Information with any other programmes.
- e. The restrictions on disclosure shall not apply to any Confidential Information:
  - i. where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by the Customer to the Bank; or
  - ii. where the Bank has expressly agreed in writing to its disclosure.
- f. The Customer agrees that all rights, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to the Terms and Conditions is conveyed or transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.
- g. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by the Customer on or after the effective date, subject to prior notification, of such terms and conditions shall constitute the Customer’s acceptance thereof.
- h. The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer.
- i. Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer or any other person.
- j. The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to the Bank. The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.
- k. No warranty, representation or guarantee of any kind relating to the Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorized to give any such warranty, representation or guarantee.

## 9. Liabilities of the Bank

- a. The Bank will take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- b. None of the Bank, any member of the HSBC Group or any Information Provider warrants or represents that the Services, the Information and the Reports are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.
- c. The Bank will make all reasonable efforts to ensure that the Security Device provided to the Customer will perform as necessary to permit access to the Services as and when required. The Customer must notify the Bank immediately if the Customer loses their Security Device or if any Security Device fails to function correctly and the only obligations that the Bank has in respect of such Security Device is to replace the same with a new Security Device. Where the Bank is required to replace the Security Device due to loss, damage (except if the Security Device is damaged upon arrival) or battery replacement (if the Security Device has been issued for more than one year), the Bank will impose a replacement charge of RM50.00, which the Customer hereby authorizes the Bank to debit from the Customer's account. Other than as specified in this Clause 9(c), the Bank shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, the Bank cannot be held liable for any loss or damages incurred or suffered by the Customer arising from the Customer's failure to safe-keep and/or use the Security Device in accordance with the Bank's instructions and recommendations.
- d. From time to time, the Bank reserves the right to modify or upgrade the online security including the usage of Security Device. The Bank will make every effort possible to replace the existing security device with the new security device within a reasonable time however; the Bank shall not be liable for losses arising from loss of usage and loss of revenue arising from the migration of security device.
- e. Unless Clause 10(b) applies or due to the gross negligence or wilful default of the Bank, any member of the HSBC Group or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the HSBC Group assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:
  - i. use of the Services (including, without limitation, the use of the Security Device) and/or access to any information as a result of such use by the Customer or any other person whether or not authorized;
  - ii. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services (including, without limitation, any interruption, interception, suspension, delay or failure to generate the Security Device Codes using the Security Device), in transmitting instructions or information relating to the Services or in connecting with the Internet Site and Mobile Banking App caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law);

- iii. any fraud or dishonest conduct of any third party including without limitation hacking and phishing, and
  - iv. transmission and/or storage of any information and/or data relating to the Customer, the Services and/or transactions or dealings conducted by the Customer pursuant to the Services through or in any system, equipment or instrument of any communication network provider.
- f. In no event shall the Bank, any member of the HSBC Group or any Information Provider be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.
- g. The Bank and any member of the HSBC Group will not be liable for any failure to provide Services, in part or in full, due to abnormal and unforeseen circumstances beyond the Bank's control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes but not limited to, any phone or Internet network failures, for example, the Customer is not in an area of mobile network coverage.

#### **10. Liabilities of the Customer**

- a. Unless Clause 10(b) applies, the Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Services (including, without limitation, the use of the Security Device) and/or access to any Information or Report or any other information as a result of such use by the Customer or any other person whether or not authorized. However, once the Customer has notified the Bank of any unauthorized access to the Services or unauthorized Instruction or that the Customer suspects that someone else knows his/her Password, the Customer will not be responsible for any unauthorized Instructions carried out after the Bank have reasonable time to suspend the Services in respect of the Customer's account(s) unless the Bank can show that the Customer had acted fraudulently.
- b. Subject to Clause 4(g) and if, in the reasonable opinion of the Bank, there is no negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of the Services as a result of:
  - i. a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 9(a);
  - ii. a human or system error of the Bank; or
  - iii. a missed or misdirected payment caused by the gross negligence or wilful default of the Bank, its officers or employees.
- c. The Customer shall indemnify the Bank, any member of the HSBC Group, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under the Terms and Conditions, unless due to the gross negligence or wilful default of the Bank, any member of the HSBC Group, any Information Provider or their respective officers or employees or unless Clause 10(b) applies.

#### **11. Variation and Termination**

- a. The Bank may, at any time, suspend or terminate all or any of the Services or their use by the Customer.
- b. The Customer may terminate the use of the Services at any time by giving to the Bank not less than 2 banking days' prior written notice.

- c. All provisions of the Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services by the Customer shall remain in full force and effect after suspension or termination including, without limitation, Clauses 3(d), 4, 7, 8, 9 and 10. Notwithstanding such suspension or termination, the Customer shall continue to be bound by the Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged.

## 12. Amendments

The Bank may revise the Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to the Terms and Conditions shall become effective subject to the Bank giving 21 days' notice to the Customer which may be given by posting it on the Internet Site(s) or Mobile Banking App or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

## 13. Communication

- a. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the Terms and Conditions.
- b. Communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) three (3) days after posting if such address is in Malaysia and seven (7) days after posting if such address is outside Malaysia or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

## 14. Electronic Advertising

From time to time, the Bank may advertise its products or services and those of other companies in the HSBC Group and also those of third parties on the Internet Site(s) and Mobile Banking App through which the Customer accesses the Services or through the Services themselves. If, in relation to other agreements between the Customer and the Bank, the Customer has asked the Bank not to send the Customer any marketing material (or if the Customer does so in the future), the Customer agrees that this restriction will not apply to these electronic advertisements and consents to receiving them when accessing the Internet Site(s) and/or the Mobile Banking App and/or the Services.

## 15. Severability

Each of the provisions of the Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

## 16. Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under the Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under the Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

## 17. Miscellaneous

- a. Subject to Clause 3(a) above, where the account in question is a joint account, the reference in the Terms and Conditions to 'Customer' shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by the

Terms and Conditions and be jointly and severally liable for all the transactions and dealings effected by using the Services.

- b. Unless the context otherwise requires, 'person' includes an individual, firm, company, corporation and an unincorporated body of persons.

**18. Governing Law and Jurisdiction**

- a. The Services and the Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The Customer must comply with all applicable laws and regulations that govern the usage of the Services.
- b. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Courts of the Malaysia but the Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

**19. JomPAY Bill Payment facility**

For purposes of this Clause 19, the following definitions shall apply:

Affected Customer	Bank	means a Customer whose bank account has been erroneously debited or credited due to erroneous or Fraudulent Payment Instructions caused by other Participants, Customers or PayNet.
Affected Biller		means a Biller that received erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
Affected Participant		means a Participant that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
<u>Beneficiary of Fraud</u>		<u>means party who ultimately benefits from an Unauthorized Payment Instruction, or Fraudulent Payment Instruction.</u>
Bill		means an itemised statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
Biller		means government agencies, statutory bodies, businesses, (including sole proprietors and partnerships) societies, charities and other entities participating in the Scheme to collect Bill payments.
Biller Bank		means a Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via JomPAY.
Biller Code		means an alpha numeric code uniquely identifying either: <ul style="list-style-type: none"> <li>o a Biller; or</li> <li>o a Biller's product or service category;</li> </ul> for purposes of routing payments to the Biller.
Business Day		means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
Erroneous Payment Instruction		means a Payment Instruction that is initiated wrongly or is incorrect as follows:

	<ul style="list-style-type: none"> <li>○ Participants post erroneous entries to Billers’/Payers’ bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers’/Payers’ due to technical errors or operational errors;</li> <li>○ Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and</li> <li>○ Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.</li> </ul>
Fraudulent Payment Instruction	means a Payment which has been induced by dishonest or fraudulent means and which the Customer requests be refunded. It includes cases where the Customer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.
Interbank GIRO or IBG	means an interbank payment and funds transfer system provided by PayNet that facilitates payments and collections via the exchange of digitised transactions between banks.
IBG Same Day Cut-Off Time	means the deadline on a Business Day whereby funds from a Payment Instruction: <ul style="list-style-type: none"> <li>○ Initiated before this deadline would be credited on the same Business Day.</li> <li>○ Initiated after this deadline would be credited on the next Business Day.</li> </ul>
JomPAY Brand	means the brand, icon, logo and marks for the JomPAY Scheme.
PayNet	means Payments Network Malaysia Sdn Bhd.
Mistaken Payment Instruction	means a payment that is made, or not made, to a person or for an amount which is not in accordance with the Customer’s Payment Instructions or contains an error in the Payment Instructions resulting in payments which: <ul style="list-style-type: none"> <li>○ are directed to the wrong recipient; or</li> <li>○ contain incorrect Recipient Reference Numbers; or</li> <li>○ carry the wrong amount; or</li> <li>○ are duplicate.</li> </ul>
Participant	means a bank that is a member of the Scheme.
Payer	means individuals who are Customers of the Bank and who make payments to Billers using the Scheme.

Payer Bank	means a Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction.
Payer-not-present	means Payer is not physically present during the transaction initiation process.
Payment Instruction or Payment	means an order from a Customer to its Payer Bank directing the Payer Bank to: <ul style="list-style-type: none"> <li>i. Draw funds from the Customer's bank account; and</li> <li>ii. Transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.</li> </ul>
Real-time Notification or RTN	means a form of electronic message sent to a Biller to provide advance notice of incoming payment from the Customer once the Customer's bank account has been successfully debited for a Payment Instruction to the Biller
Reversal	means a transaction that: <ul style="list-style-type: none"> <li>o is initiated by a Biller to cancel an Erroneous Payment Instruction;</li> <li>o may involve the making of a debit or credit adjustment to the Customer's account to which the Erroneous Payment Instruction relates; and</li> <li>o may involve an adjustment to the Biller's bank account(s) named in the Erroneous Payment Instruction if funds from the Erroneous Payment Instruction has been credited into the said bank account(s).</li> </ul>
Scheme	means a service offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
Scheme Operator or SO	means the owner and the operator of the JomPAY scheme.
Unauthorised Payment Instruction	means a payment made without the Customer's authority (and from whose account that Payment was debited) or a Payment made by a Customer which is void for any reason other than fraud. It includes cases where a third party has obtained unauthorised access to the Customer's account and gives unauthorised Payment Instructions from the Customer's account. However, it does not include a Fraudulent Payment Instruction.
Unrecoverable Loss	means the portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be recovered after the Participants have exhausted the recovery of funds process.

The Customer agrees that the following terms & conditions shall apply when using the JomPAY Bill Payment facility via the Services:



- a. The Scheme is operated by PayNet to allow Customers to make payment of Bills to Participating Billers registered in the Scheme.
- b. The Customer must key-in and ensure that the following details are correct when making payment via the JomPAY bill payment facility:
  - i. Biller Code;
  - ii. Ref-1;
  - iii. Ref-2 (if stated in the Customer's Bill);
  - iv. Amount;
  - v. Account from which the Payment is to be made. Details (i) to (iv) can be obtained from the Bills issued by the Participating Biller.
- c. The Customer acknowledges that the Bank is not obliged to effect a Payment if the Customer does not give the Bank all the information required or if any of the information given is inaccurate.
- d. The Customer should notify the Bank immediately if the Customer becomes aware that they have made a mistake (except for underpayment) when instructing the Bank to make a payment, OR if the Customer did not authorise a payment that has been made from the Customer's account. Recovery of funds for such payments shall be described in Clause i.
- e. The Bank will not accept instructions to stop Payment Instructions once the Customer has effected Payment Instructions except when:
  - i. The Bank has reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
  - ii. The Payment Instructions are future-dated payments that the Bank has not transmitted to IBG.
- f. The Customer must ensure that they inform the Bank of the correct amount they wish to pay. If the Customer later discovers that the amount for payment required to be paid is lesser than the amount for payment that they have informed us to pay, they can make another payment for the difference of the said amount.
- g. The bank will notify the Customer on the status of the Payment Instructions including the reasons of rejected or failed "Payer not-present" payment instructions. However the Customer has the option not to receive these notifications upon request.
- h. Recovery of Funds and Liability For Payments
  - i. The Bank will rectify Mistaken Payment Instruction made by the Customer according to the terms and conditions herein, provided the following conditions are satisfied:
    - a. The customer immediately inform the Bank that they become aware of any delays or mistakes in processing Payment(s); and
    - b. The Bank is satisfied that Mistaken Payment Instruction has occurred
  - ii. Subject to Clause h(i), the Bank will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by customer, in the way described in this clause:
    - a. For misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN, the Bank will submit a request to recover funds to the Biller Bank that received the erroneous funds;
    - b. If the Bank is satisfied that the error for incorrect amount payment was caused by the Biller, the Bank will carry out a Reversal to the Customer's account and submit a request to recover funds to the Biller Bank of the Biller for the error;
    - c. For payment that is not completed or failed at the Bank's end, the Bank shall credit back the amount into the Customer's account if

- the Bank is satisfied that the Payment Instruction failed and was not duly processed by the Bank;
- d. For payment that is not completed or failed at the Scheme Operator's end or the Biller's bank's end, the Bank shall credit back the amount into the Customer's account before initiating a recovery of funds request.
  - iii. Any request for recovery of funds made on the Customer's behalf for Mistaken Payment Instructions mentioned in Clause h (ii) or Erroneous Payments shall be processed in accordance with Clause i. Subject to Clause i, the Bank will work with the Affected Participant to request and recover the funds on the Customer's behalf.
  - iv. All enquiries or complaints raised by the Customer with respect to Mistaken Payment Instructions shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day will be deemed received at the start of the next Business Day.
  - v. The Bank is entitled to debit the Customer's account (for recovery of funds), in the event the Bank did not debit the Customer's account after Payment Instruction has been properly and successfully executed.
  - vi. Subject to Clause i herein (for requests of funds made by Payer Bank), the Bank is entitled to debit the Customer's account for funds credited into the Customer's account due to the following payments made by persons other than Customer for:
    - a. Mistaken Payment Instructions;
    - b. Erroneous Payment Instructions;
    - c. Unauthorised Payment Instructions; and
    - d. Fraudulent Payment Instructions.
  - i. Erroneous Payment Instruction/Mistaken Payment Instruction
    - i. The Customer acknowledges that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not under any circumstances constitute part or whole satisfaction of any underlying debt owed by the Customer to that Biller.
    - ii. The Customer may request for recovery of funds that were incorrectly transferred to an Affected Bank Customer who is a non-Biller in the following manner:
      - a. Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the Bank shall proceed with the recovery of funds and remit the funds into the Customer's account within one (4) Business Days, if the following conditions are met:
        - I. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
        - II. There is sufficient balance in the affected account; and
        - III. There is no evidence that the Affected Bank Customer is entitled to the funds in question.
      - b. Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the Bank shall proceed with the recovery of funds and remit the funds into the

- Customer's account within fifteen (15) Business Days, if the following conditions are met:
- I. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
  - II. There is sufficient balance in the Affected Bank Customer's account; and
  - III. There is no evidence that the Affected Bank Customer is entitled to the funds in question.
- c. Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the Bank shall proceed with the recovery of funds and remit the funds into the Customer's account within fifteen (15) Business Days, if the following conditions are met:
- I. The Affected Participant is fully satisfied that the funds were erroneously credited to the Affected Bank Customer's account; and
  - II. There is no evidence that the Affected Bank Customer is entitled to the funds in question; and
  - III. The Affected Bank Customer has given consent to its bank to debit their account.
- iii. Payment Instructions arising from fraud, which includes but are not limited to:
- a. Payment Instructions initiated or generated by a party that is not authorised to make the payment. This could occur if a party obtains unauthorised access to the Customer's payment channels and initiates Payment Instructions without the Customer's authorisation;
  - b. The Customer is misled into making a Payment Instruction that benefits a party other than the party intended by the Customer. This could occur if a Biller generates fake bills or a third party tampers with genuine bills to cause payments to be diverted; and
  - c. The Customer gives a Payment Instruction to a fraudulent biller who does not deliver the goods and services for which the payment was made. This could occur if fraudsters enrol into the Scheme as Billers to fraudulently collect payments. If the Bank is responsible for any Erroneous Payment described above, the Bank shall reverse out all debits erroneously posted to the Customer's account.
- iv. The Customer may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a Biller in the following manner:
- a. Subject to Clause i(iii)(b), if the request is received within twenty one (21) Business Days from the date of Erroneous Payment Instruction/ Mistaken Payment Instruction, the Bank shall proceed with the recovery of funds and remit the funds into the Customer's account within four (4) Business Days:
    - I. If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
    - II. The funds have been credited to the Affected Biller's account;
    - III. The Affected Biller has not acted on RTN;
    - IV. The RTN has not been delivered to the Affected Biller;

- V. There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
- VI. The Affected Participant shall give written notification to the Affected Biller before debiting its account.
- b. If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.
- c. Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause i(ii)(b) herein.
- d. Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause i(ii)(c) herein.
- v. Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt, the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.
- j. Unauthorised Payment Instruction and Fraudulent Payment Instruction
  - i. The Customer shall inform the Bank on becoming aware of any Unauthorised Payment Instruction made from the Customer's account and the Bank shall remit the funds into the Customer's account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
    - a. the Bank conducts an investigation and determine within fourteen (14) Calendar Days ,if the Unauthorised Payment Instruction did occur;
    - b. if the Bank is satisfied that the Unauthorised Payment Instruction did indeed occur, the Bank shall initiate a Reversal process whereby all debit posted to the Customer's account arising from the Unauthorised Payment Instruction would be reversed; and
    - c. the Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.
  - ii. The Customer shall inform the Bank on becoming aware of any Fraudulent Payment Instruction originating from the Bank, and the Bank shall remit the funds into the Customer's account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
    - a. the Bank conducts an investigation within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
    - b. if the Bank is satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days has lapsed, the Bank shall initiate a Reversal process whereby all debit posted to the Customer's account arising from the Fraudulent Payment Instruction would be reversed; and
    - c. the Biller Bank has not applied some or all the funds in question for the benefit of the beneficiary of the Fraud.

- iii. Notwithstanding the aforesaid, if the funds for Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.
  - iv. No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Cards.
  - v. The Customer shall indemnify the Bank against any loss or damage suffered due to any claim, demand or action brought against the Bank arising directly or indirectly from the Customer's negligent and fraudulent acts in accordance with these Terms and Conditions.
- k. Payment Queries
- i. The Bank shall, in good faith, attempt to settle all payment queries or disputes with the Customer arising in connection with the Scheme amicably by mutual agreement.
  - ii. In the case of a dispute or conflict, the Customer is entitled to seek recourse via the industry mediation and alternative dispute resolution bodies such as the Financial Ombudsman Scheme.
  - iii. The Customer also has the right to lodge a complaint with the Scheme Operator if there are allegations of non-compliance by the Bank to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:
    - a. Determination whether there has been non-compliance;
    - b. Stipulating remedies for Participants to correct or address the non-compliance; and
    - c. Determination if penalties are applicable for the non-compliance.
  - iv. All decisions rendered by the Scheme Operator in response to complaints from the Customer shall be binding on the Bank.
- l. Suspension
- i. The Bank may suspend the Customer's right to use the Scheme at any time if the Bank suspects a third party is accessing the Customer's account with written notice given by the Bank to the Customer.
- m. Biller Cannot Process Payment
- i. If the Bank is informed that payment by the Customer cannot be processed by a Biller, the Bank will:
    - a. Inform the Customer about this; and
    - b. Credit the Customer's account with the amount of the payment.
- n. Account Records
- i. The Customer must check their account and immediately report to the Bank as soon as the Customer is aware of any errors or any payment(s) that the Customer did not authorise or believes and/or thinks it was made by a third party without permission.
- o. Payment Cut-Off Time
- i. If the Customer makes Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day, the Biller is deemed to have received payment on the same Business Day. However, the payment may take longer to be credited to a Biller and the Biller is deemed to have received Payment on the next Business Day if the Customer makes Payment Instructions after the Payment Cut-Off Time or on a Saturday, Sunday or a public holiday.
  - ii. The Bank will process payment to Billers in accordance with Payment Instructions made by the Customer based on the Interbank Giro (IBG) Service Update as stated at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my).
- p. Consequential Damages

- i. The Bank is not liable for any consequential loss or damage suffered by the Customer as a result of using the Scheme, other than due to any loss or damage the Customer suffers due to the Bank's negligence.
- q. Personal Data Protection
  - i. The Customer acknowledges that when the Customer uses the Scheme to make payment, the Customer agrees that the Bank can disclose the Customer's personal data to the Scheme Operator, Billers, Biller Banks and other Payer Banks.
  - ii. The Customer agrees that the Bank will use their transactional information as is necessary to process payment(s).
  - iii. The customer acknowledges that if their personal data is not disclosed to the parties specified in Clauses q(i) and q(ii), it will not be possible to process the Customer's Payment Instruction(s) or for the Customer to use the Scheme.

**20. National Addressing Database (“NAD”)**

- a. For purposes of Clauses 20 and 21, the following definitions shall apply:

Business Day	has the same definition as provided in Clause 19
DuitNow	means a service which allows Customer to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID
DuitNow ID	means identifiers of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the DuitNow Operator from time to time
DuitNow Operator	means Payments Network Malaysia Sdn Bhd (“PayNet”)
E-money Account	means a payment instrument that stores funds electronically in exchange for funds paid to the issuer of e-money and is able to be used as a means of making payment to any person other than the issuer of e-money
Malware	means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes
National Addressing Database (NAD)	means a central addressing depository established by the DuitNow Operator that links a bank account or an e-money account to a recipient's DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient's DuitNow ID
NAD Name Enquiry	means a service which returns the name of the owner who has registered its DuitNow ID in NAD

Personal Data	means any information in respect of commercial transactions that relates directly or indirectly to a Customer, who is identified or identifiable from that information which includes, but not limited to, the Customer's name, address, identification card number, passport number, banking information, email address and contact details.
Common ID	means a unique identification of a Customer which links all DuitNow IDs registered by the Customer such as the Customer's NRIC, Army number, or Police number, or for non-Malaysians, the Passport Number

- b. The NAD service allows the Customer to link an Account that Customer has with the Bank to the Customer's DuitNow ID such as:
- i. NRIC or Passport Number; and/or
  - ii. Mobile Number; and/or
  - iii. Business Registration Number and/or
  - iv. Police / Army ID
- For the benefit of the Customer, the Bank may, but is not obliged to, register any of the above identifiers as the Customer's DuitNow ID that links to the Customer's Account with the Bank. Customers who do not want to be registered for DuitNow shall be responsible to notify the Bank promptly and as soon as he/she receives notification on registration from the Bank, and in any event, not later than the date as specified in the notice.
- c. By linking Customer's DuitNow ID to the Customer's Account with the Bank, Customer has the option of receiving incoming funds via DuitNow or any other payment services that address payments using DuitNow ID.
- d. When Customer registers his/her DuitNow ID in NAD, Customer will also provide the Bank with Customer's Common ID which will be linked to Customer's Account with his/her registered DuitNow ID. The Customer's Common ID will be used by other NAD participating banks for the purpose of identifying the Customer, as part of facilitating the DuitNow service.
- e. Customer may link more than one of his/her DuitNow ID to the same Account. However, he/she may not link a particular DuitNow ID to multiple Accounts.
- f. Customer may update or change his/her DuitNow ID that is linked to his/her Account via the channels made available to the Customer. The Bank will require a reasonable notice period to effect such changes.
- g. Customer understands and agrees that his/her DuitNow ID that is linked to his/her Account may be deregistered by the Customer or by the Bank, due to the following circumstances:
- i. Customer intends to transfer his/her existing DuitNow ID to another account in another bank;
  - ii. Customer has changed/updated his/her DuitNow ID;
  - iii. Customer has closed his/her Account that is linked to his/her DuitNow ID;
  - iv. the mobile number which Customer has provided to the Bank as the Customer's DuitNow ID has been terminated and recycled for use by another person;
  - v. after a period of inactivity; or
  - vi. Upon investigation, the Bank finds out that the Customer or his/her DuitNow ID is potentially involved in any fraudulent activity(s); or
  - vii. when the Bank considers it appropriate to do so.
- h. Where the Customer performs de-registration via the Internet Site or the Mobile Banking App, he/she will receive a confirmation of de-registration via the same

- channel used by the Customer in performing the de-registration. Clause 5(d) shall apply with regard to such confirmation.
- i. Where the Customer submits the request to the Bank to effect the de-registration; or the Bank de-registers the Customer in accordance with Clause 20(g) above; the Customer will receive a SMS confirmation of de-registration from the Bank as soon as the de-registration is confirmed. Such confirmation shall be deemed to have been received by the Customer immediately after transmission and it is the duty of the Customer to check such confirmation. It is also the duty of the Customer to enquire with the Bank if the Customer does not receive confirmation within the time usually required for a similar confirmation to be received.
  - j. Customer represents and warrants that the DuitNow ID used for registration in NAD belongs to the Customer, is correct, complete and up-to date for the use of the DuitNow service and Customer will promptly notify the Bank if there is any change to the DuitNow ID information provided to the Bank.
  - k. Customer acknowledges and agrees that other NAD participating banks may perform a NAD Name Enquiry of the Customer's DuitNow ID for the purpose of verifying/identifying the Customer's name to his/her registered DuitNow ID, as part of facilitating the DuitNow service.
  - l. Customer acknowledges and consents to the disclosure of his/her DuitNow ID, Common ID and other relevant Personal Data to the DuitNow Operator for its processing, storing, and archival and disclosure to the sender of funds under the DuitNow service, the Bank's affiliates, service providers, other NAD participants and third parties offering the DuitNow Service and their respective customers.
  - m. Customer acknowledges and agrees that the Bank may disclose the Customer's DuitNow ID information to anyone who the Bank is under an obligation to disclose information to under the law or where it is in the public interest, for example, to prevent or detect fraud or abuse.
  - n. Customer's consent and the Bank's right to disclose information shall be in addition to, and without prejudice to the rights accorded to the Customer under the Personal Data Protection Act 2010 and any other applicable laws in Malaysia.
  - o. The Bank will only disclose, use and process the Customer's DuitNow ID for the purpose of facilitating the DuitNow Service.
  - p. The Bank has in place, reasonable security measures (both technical and organisational) against unlawful or unauthorised processing of the Customer's DuitNow ID.
  - q. The Bank and the DuitNow Operator shall not be liable for any losses or damage the Customer may suffer as a result of, including but without limitation:
    - i. Customer's failure to maintain up-to-date information and failure to provide accurate information to the Bank;
    - ii. the Bank's compliance with any instruction given or purported to be given by the Customer which is apparent to a reasonable person receiving such instruction;
    - iii. any misuse or any purported or fraudulent use of Customer's DuitNow ID including instances whereby online fraud is perpetrated by way of any Malware;
    - iv. any disclosure of any information which Customer has consented to the Bank collecting, using or disclosing or where such collection, use or disclosure is permitted or required to be disclosed under the applicable laws in Malaysia.

## 21. DuitNow

- a. The DuitNow service which is made available in the Bank's Internet Site and Mobile Banking App allows the Customer to transfer an amount specified by the Customer from his/her designated bank or e-money account to a bank or e-money



- account maintained by the Customer's recipient at a participating DuitNow participant via Pay-to-account number and Pay via DuitNow ID, or such other means as prescribed by the Bank or the DuitNow Operator from time to time.
- b. If the Customer wishes to send funds via DuitNow, he/she must first initiate a payment by entering the recipients' DuitNow ID in the Bank's Internet Site or Mobile Banking App.
  - c. The Bank will perform a 'Look-up Request' to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, the Bank will display the name of such registered DuitNow recipient.
  - d. The Customer is responsible for the correct entry of the recipient's DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow transaction.
  - e. For real-time transactions, the Bank will notify the Customer on the status of each successful, failed or rejected DuitNow transaction via the Internet Site or Mobile Banking App as chosen by the Customer to perform the DuitNow transaction. For forward dated transactions (i.e. transaction to be performed at a future date), the Bank will notify the Customer on the status of each successful, failed or rejected DuitNow transaction via secured message and/or e-Advice as chosen by the Bank as soon as the transaction is confirmed successful, failed or rejected. Clause 5(d) shall apply here.
  - f. The Customer acknowledges and agrees that the Bank shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and the Bank shall not be liable for transferring the funds to such registered recipient even if such person is not the intended recipient.
  - g. Pursuant to Clause 21(e) above, the Customer agrees that once a DuitNow transaction has confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that DuitNow transaction.
  - h. The Customer is advised not to submit multiple "Look-Up Requests" without a confirmed DuitNow transaction. The Bank shall not display the results of the "Look-Up Requests" and shall suspend the DuitNow service upon three (3) consecutive Look-Up Requests that are not followed with a confirmed DuitNow transaction.
  - i. Without prejudice to any of the Bank's rights and remedies, the Bank reserves the right to terminate or suspend the Customer's access to and use of the DuitNow service where the Bank considers, without any liability, that it is appropriate to do so; or where inappropriate, fraudulent or suspicious use is being made of the DuitNow service, including but without limited to where multiple "Look-Up Requests" are submitted without a confirmed DuitNow transaction. The Customer is advised to contact the Bank should the Customer encounters any issues relating to the foregoing.
  - j. Customer may request the Bank to investigate and recover mistaken payments, erroneous payments and unauthorised (includes fraudulent) DuitNow transactions made from the Customer's account and the recovery of such funds shall be upon the Bank's satisfaction of the findings of the investigation.
  - k. If the Customer has made an erroneous DuitNow transaction, the Customer may request for recovery of the funds within ten (10) business days from the date the Erroneous Transaction was made and the Bank will work with the affected recipient's bank to return the said funds to the Customer within seven (7) Business Day provided the following conditions are met:
    - i. The funds were actually wrongly credited into the affected recipient's account;
    - ii. If funds have been wrongly credited, whether the balances in the affected recipient's account is sufficient to cover the funds recovery amount;

- iii. If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
- iv. If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's bank may partially remit the recoverable fund back to the Customer.
- l. Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made:
  - i. The affected receiving participant is fully satisfied that funds were erroneously credited to the affected recipient;
  - ii. Deliver notifications to the affected recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected recipients' accounts within ten (10) Business Days of the notifications unless the affected recipient provides reasonable evidences that the affected recipient is entitled to the funds in question. After fifteen (15) Business Day, if the affected recipients fail to establish their entitlement to the funds, the affected recipient's bank shall debit the affected recipients' account and remit the funds back to the Customer.
- m. Requests to recover funds after (7) months from the date of the Erroneous Transaction:
  - i. The affected recipient's bank is fully satisfied that funds were erroneously credited to the affected recipient;
  - ii. The affected recipient's bank shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and
  - iii. Once consent is obtained, the affected recipient's bank shall debit the affected recipient's account and remit the funds back to the Customer within one (1) Business Day.
- n. For DuitNow transactions which were not authorised by the Customer or which are fraudulent, the Bank will, upon receiving a report from the Customer alleging that an unauthorised or fraudulent DuitNow transaction was made, remit the funds back to the Customer provided the following conditions are met:
  - i. The Bank shall conduct an investigation and determine within fourteen (14) Calendar Days, if the unauthorised or fraudulent payment did occur;
  - ii. If the Bank is satisfied that the unauthorised or fraudulent payment Instruction did indeed occur and was not caused by the Customer, the Bank will initiate a reversal process whereby all debits posted to the Customer's account arising from the unauthorised or fraudulent Payment Instruction would be reversed.
- o. The Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, the Bank and the DuitNow Operator shall not be liable to the Customer or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow service offered by the Bank arising from:
  - i. The Customer's negligence, misconduct or breach of any of these Terms and Conditions;
  - ii. Any erroneous transfer of funds by the Customer, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
  - iii. Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of the Bank and the DuitNow Operator; or
  - iv. The suspension, termination or discontinuance of the DuitNow Service.
- p. The Customer shall indemnify, defend and hold the Bank, the Bank's affiliates, and the DuitNow Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities

or expenses, whether foreseeable or not, resulting from or arising in connection with any fault, act or omission by the Customer (including but not limited to the Customer's negligence, misconduct or breach of any of these Terms and Conditions).

- q. The Bank reserves the right to revise at any time, such charges for the use of the DuitNow Service, upon written notice to the Customer. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow service after such notification, the Customer shall be deemed to have agreed to and accepted such revisions to such charges.
- r. The Customer acknowledges that the Bank may terminate the Customer's use of the DuitNow Service with the Bank for any reason, at any time and without prior notice.
- s. The Customer consents to the collection, use and disclosure of the Customer's personal data (including contact details) by the Bank, the Bank's affiliates, the Bank's service providers and the DuitNow Operator as required for the purposes of the DuitNow Service.