

# Guide to Generic Terms & Conditions

(as of 13 July 2009)

These Generic Terms & Conditions are applicable to every account / product / service (other than Credit Cards-i) opened with or provided by HSBC Amanah Malaysia Berhad ("HSBC Amanah"); and should be read together with the Specific Terms & Conditions of the relevant account / product / service. Please take the time to read them as they are binding on you.

These Generic and Specific Terms & Conditions are available on request and on HSBC Amanah's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)

Please contact your nearest HSBC Amanah branch if you require any clarification.

Thank you for banking with HSBC Amanah.

*Issued by HSBC Amanah Malaysia Berhad (Company No. 807 705-X)*

HSBC  AMANAH

# Generic Terms & Conditions

The following Generic Terms & Conditions (“these GTC”) shall apply to every account / product / service (other than Credit Cards-i) opened with or provided by **HSBC Amanah Malaysia Berhad** (“the Bank”) from time to time unless otherwise indicated:-

## Account Statements

- 1 ` Account statements are sent, where applicable, at monthly intervals unless otherwise instructed or as specified in the Specific Terms & Conditions of any of the Bank’s products/services or account-related documentation. The Customer agrees to promptly examine and verify all entries in each account statement (which includes any record of transaction or updated record) from the Bank and reconcile it with the Customer’s own records to see if there are any errors, omissions, irregularities, discrepancies or other objections the Customer has with respect to any entries arising from whatever cause, including but without limitation, any fraudulent or unauthorised transactions or negligence of the Customer or any other person (collectively “Irregularities”). If the Customer fails or omits to notify the Bank in writing of any Irregularities **within 60 days of the date of the account statement**, all entries in the said account statement (including the Irregularities) shall be deemed correct, complete, authorised, conclusive and binding upon the Customer, who shall be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect of the Irregularities, and the Bank shall be released from all liabilities for any loss that may be suffered by the Customer due to the Irregularities.

All references to “Available Funds” in these GTC or the Specific Terms & Conditions of any of the Bank’s products/services shall mean those funds held in the account(s) based on the Bank’s records excluding any cheques deposited but yet to be cleared and any hold on any sums but shall include any unutilised financing limits, if any.

## Consolidation & Set-Off

- 2 ` In addition to any general lien, right of set-off or other right by way of security which the Bank may have on any of the Customer’s accounts, the Customer agrees that the Bank shall have the right, at its sole discretion and without prior notice to the Customer :-
  - (a) to consolidate and apply (even if such application requires upliftment of any deposit before its maturity date) any monies held in any currency to the credit of any of the Customer’s accounts (“said monies”) against any indebtedness of any type (whether actual, contingent, present or future), whether owed by the Customer solely or jointly with any other person including any unpaid withholding tax (“said indebtedness”); and/or
  - (b) to refuse to repay when demanded or when the same falls due, any of the said monies to the Customer if and to the extent that the said indebtedness at the relevant time is equal to or exceeds the said monies at that time.

If the Bank exercises such right with respect to any of the said monies, the remaining said monies shall be held by the Bank on substantially the terms and conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances.

The Bank’s right under this Clause shall not be affected by the Customer’s death, bankruptcy, insolvency, composition with other creditors or if legal process is levied against the Customer.

#### Customer's Details

3 ` The Customer undertakes to promptly advise the Bank in writing, addressed to the Officer-in-Charge of Customer Accounts and Operations, of any changes in the Customer's address, telephone, mobile phone, facsimile number and/or its constitution (in the case of a company or firm), failing which the Bank shall be discharged from all liabilities for any loss suffered by the Customer upon sending any notices to the latest address and/or number found in the Bank's records.

#### Joint Accounts

4 ` Where the account is opened and maintained in joint or more names, the following shall apply :-

- a) the liabilities and obligations of each Customer shall be joint and several and notice to one Customer shall be deemed as notice to all of them;
- b) words denoting the singular will be deemed to include the plural and vice versa (including reference to the signature of a Customer shall be deemed to also refer to the respective signatures of the authorised signatories);
- c) each Customer shall be bound even though any other Customer or any person intended to be bound hereby is not;
- d) the Bank shall be entitled to deal separately with each Customer on any matter, including the discharge of any liabilities to any extent, without affecting the liabilities of any other Customer;
- e) where any Personal Identification Number (PIN) is granted, issued or created on a joint account (even where it was applied for by only one of the Customers), all Customers shall be jointly and severally liable;
- f) in every case, the term "Customer" shall refer to individual persons of either gender or any legal entity and applied accordingly;
- g) in the event of death of any of the Customers, the Bank shall hold the monies in the account to the order of the survivor(s) notwithstanding the claims of any legal representatives but without prejudice to any of the Bank's rights arising out of any lien, mortgage, charge, pledge, set-off, counter claim or otherwise howsoever, and payment to the survivor(s) shall be a complete discharge to the Bank; and
- h) in the event any Customer of the joint account withdraws his mandate for the other(s) to operate the joint account, the Bank shall be discharged from all liabilities for any loss suffered by the Customer arising from placing a hold on the joint account pending joint written instructions from all parties to the joint account.

#### Corporate / Partnership Accounts

5 ` The Customer agrees that in the absence of any directions to the contrary, all accounts subsequently opened shall be operated and dealt with upon the terms set out in the mandate given when opening the first account. In the case of a partnership, the authority first given shall remain in force until revoked in writing notwithstanding any change in the constitution or name of the firm or any change in the membership of the firm by death, bankruptcy, retirement or otherwise or the admission of any new partner or partners. The Bank shall be entitled to treat the surviving or continuing partners or partner for the time being as having full power to carry on the business and to deal with its assets as if there had been no change in the firm.

#### Operation of Corporate / Partnership Accounts

- 6 ` The Customer shall supply the Bank with a list of the names and specimen signatures of the authorised signatories and shall from time to time inform the Bank in writing of any change together, where applicable, with a certified true copy of a resolution which shall be conclusive evidence. The Customer shall ensure that the Customer's signature on cheques, instructions and communication with the Bank corresponds to the specimen signature given, failing which the Bank has the sole discretion to decline acting on the same. Notwithstanding the foregoing, the Bank shall be entitled to act on a Customer's cheque, instructions or communication although the Customer's signature differs from the specimen signature given if the cheque, instructions or communication did, in fact, emanate from the Customer.

#### Amendment of Terms & Conditions

- 7 ` Subject to Clause 4(i); these GTC, the Specific Terms & Conditions of any of the Bank's products/services and/or any products/services provided by the Bank including any limit(s) applicable to such products/services may be amended, deleted, terminated, suspended or added to by the Bank (without prejudice to liabilities for antecedent breaches of any conditions) through :
- a) notice on any of the Bank's internet websites; or
  - b) notice in the periodic statement of account; or
  - c) notice at ATM, EFTPOS or other electronic terminals; or
  - d) notice at any branch of the Bank; or
  - e) any other mode the Bank deems suitable; or
  - f) by sending a notice, in any form, to the Customer's address in accordance with Clause 3 and shall be deemed to be effective on and from the 3rd day after posting notwithstanding its subsequent return.

If the Customer does not close the Account and return all related Card(s) (where applicable) which must be duly acknowledged by the Bank prior to the expiration of such period stated in the notice, the Customer shall be deemed to have agreed to such amendments, deletions, termination, suspension or additions. All notices for any other purpose may likewise be sent in the manner described herein. The Customer may request to terminate the use of any product or service by notifying the Bank in writing and delivered to the relevant department of the Bank. In all cases of termination, the Customer shall remain liable for all antecedent transactions.

#### Applicable Laws & Regulations

- 8 ` The Customer acknowledges that the opening, operation, maintenance and closing of account(s), the provision of services by the Bank and all matters relating thereto are subject to the laws of Malaysia and any other applicable jurisdictions and to regulations, notices and directives of Bank Negara Malaysia and any relevant authority (whether in Malaysia or any other applicable jurisdictions) as well as the Bank's terms and conditions herein or as hereafter amended.

The Customer acknowledges that the Bank and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests. Such action may include but is not limited to:-

- a) the interception and investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any other member of the HSBC Group; and

- b) making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit, data or interest) or damage suffered by any party arising out of:

- I. any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any accounts or the provision of any services to the Customer, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests; or
- II. the exercise of any of the Bank's rights under this Clause.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this Clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavour to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

#### Suspension / Closure of Account

9` The Bank has the absolute discretion:-

- a) not to carry out any instructions or suspend the use of an account where the Bank in its sole opinion has reason to doubt its authenticity or consider it appropriate to do so; and/or
- b) to close an account by giving the Customer two (2) weeks' written notice addressed to the Customer and sent by registered post (not being AR registered post) to the Customer's address in accordance with Clause 3 and shall be deemed received on the 3rd day after posting notwithstanding its subsequent return. In such instance(s), the Bank shall be under no obligation to furnish the reasons for exercising its discretion.

#### Customer's Information

10` To enable the Bank to consider whether to provide the Customer with any account, product or service (collectively, "service" or "services" as the case may be) the Customer is required to supply to the Bank from time to time the Customer's personal details and information ("Personal Data") and failure to do so may result in the Bank's inability to provide such service. The Personal Data will be used for considering the Customer's request and subject to the Bank agreeing to provide such service, the Personal Data (which shall thereafter include, without limitation, all details and information pertaining to any of the Customer's account held with the Bank and any of the Customer's transactions and dealings with or through the Bank – collectively, "Personal Data") will be used in connection with the purposes set out below.

The Customer agrees that the Bank may use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia) such Personal Data to, from or with any person as the Bank may consider necessary (including without limitation any member of the HSBC Group, any service provider or third party, any

bureaus or agencies established or to be established by Bank Negara Malaysia or by other authorities, the Association of Banks in Malaysia (ABM) and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation :-

- a) in connection with such service and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Customer) any such Personal Data with the Personal Data concerning the Customer in the Bank's possession; and/or
- b) for the purpose of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Customer generally; and/or
- c) for purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or
- d) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally; and/or
- e) for purposes of any legal process served on the Bank, whether or not the Bank is a party; and/or
- f) any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Customer from time to time.

If the Customer has a joint account, the Bank may also disclose to any of the co-account holders information provided to the Bank in the relation to the account.

The Customer understands that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Malaysian law or the law of any jurisdiction to which such information is transmitted). The Bank may transfer the Personal Data outside Malaysia. Other countries may not provide the same level of protection for data as Malaysia. However, all Personal Data held by the HSBC Group or by its sub-contractors or agents will be afforded a high level of protection against any unauthorised or accidental disclosure, access or deletion. The Customer agrees to the Personal Data being used as described and that it may be transferred as stated above.

The Bank may use, analyse and assess information held about the Customer and the Customer's account, including the nature of the Customer's transactions, to give the Customer information about products and services from members of the HSBC Group and those of selected third parties which the Bank thinks may interest the Customer via telephone, mobile phone, electronic media, post or other means. The Bank may pass this information to other members of the HSBC Group so that they may do the same.

Depending on the type of data, including but not limited to Personal Data and information pertaining to the Customer's account, and where it is held, the Customer may be entitled to request details (including copies) of the information that the Bank holds about the Customer and to require the Bank to correct any inaccuracies. The Bank may charge a fee for the providing of any data. Requests for further information should be addressed to:

Head of Operations  
HSBC Amanah Malaysia Berhad  
Ground Floor, Wisma Hamzah-Kwong Hing 1 Leboh  
Ampang  
50100 Kuala Lumpur

**The Customer may, at any time, choose not to receive such direct marketing information. The Customer needs to write to Direct Mailing Exclusion Coordinator at P.O. BOX 10244, 50912 Kuala Lumpur, Malaysia with the Customer's request and the Bank will delete the Customer's name from its direct marketing mailing lists without charge.**

#### Tape Recording

11 ` In order for the Bank to carry out the Customer's instructions accurately, to assist the Bank to continually improve its service and in the interests of security, the Bank may (but shall not be obliged to) record the Customer's verbal instructions and/or communication with the Bank. These recordings shall be conclusive and binding on the Customer, and shall remain the Bank's sole property whereby the Bank reserves the right to destroy these recordings after such period of time as it shall determine.

#### Document Retention

12 The Bank may at its discretion retain, destroy and/or decline to furnish copies of any cheque or other items/documents/recording (including but not limited to Amanah General Investment Account-i receipts, vouchers, bank drafts) relating to any account :-

- a) after the Bank has completed the related transaction; or
- b) after microfilming, scanning or storing (electronically or in any other medium) the same; or
- a) upon closure of the account whether by the Customer or by the Bank;

provided always that where such documents are retained, they will be retained in accordance with the Bank's retention policy and/or relevant regulatory requirements binding on the Bank. The Customer accordingly agrees that no liability shall attach to the Bank for the unavailability of the aforesaid documents should the Customer request for the same.

#### "Know Your Customer"

13 ` At the request of the Bank, the Customer shall execute such documents, perform such acts and/or furnish such documents (including but not limited to identification to the satisfaction of the Bank) as the Bank may consider expedient in connection with the provision of the Bank's products and services. If the Customer fails to do so within the time period stipulated by the Bank, the Bank may in its absolute discretion suspend, close or limit the usage of the account including but not limited to transfer of monies to third parties and furthermore, in respect of such closure of account, the Bank may in its absolute discretion return monies in the account to the source from where the monies came.

#### Withholding Tax

14 ` The Customer authorises the Bank to deduct at source, any applicable tax or withholding tax in respect of any profit earned in relation to any account.

#### Breach of Terms & Conditions

15 ` In the event of any failure to abide by or any breach of these GTC, the Specific Terms & Conditions of any of the Bank's products/services or any account-related

documentation by the Customer, the Bank shall be discharged from all liabilities for any loss suffered by the Customer.

#### Customer Complaints

16 ` The Customer agrees to the procedure to lodge complaints as being:-

- (a) Completion of a Complaints Form to be submitted to the Officer-in-Charge of Customer Accounts and Operations. Letters from the Customer providing adequate details will also be accepted.
- (b) An investigation into the complaint will be conducted by the Bank.
- (c) The Bank will notify the Customer of the outcome of the investigation.
- (d) In the event the Customer is not satisfied with the findings of the investigation he is entitled to appeal to the Head of Operations and/or refer the complaint to the Financial Mediation Bureau (or such relevant organisation that may be set up from time to time) at Bank Negara Malaysia.

#### Security Duties for Use of ATM

17 ` All references in these GTC to "Card" shall mean Automatic Teller Machine ("ATM") cards and shall include Credit Cards-i but only to the extent of non-credit card transactions carried out via an ATM and all references to "PIN" shall mean Personal Identification Number.

The Customer hereby agrees that:-

- (a) All Cards, PINs, passwords, cheque books and any means of obtaining access to accounts issued to the Customer or created by the Customer, shall be kept under secure and sole/respective control and use of the Customer at all times, failing which no liability will attach to the Bank. The Customer must take precautions to prevent breaches of security. These include but are not limited to:-
  - (i) not changing the PIN/password to a number and/or name (i) which may be easy to guess such as dates of birth, telephone numbers, names, initials, etc; or (ii) which is a sequence of numbers associated with the account number;
  - (ii) not disclosing the PIN/password to anyone (including the Bank's staff) and not referring to it in any instructions given to the Bank whether verbally, in writing or by facsimile;
  - (iii) never making a record of the PIN/password in a way that might be understood by someone else;
  - (iv) never writing the PIN/password on the Card or Bank statement or anything that is connected with the Bank;
  - (v) destroying any advice from the Bank concerning the PIN promptly after receipt; and
  - (vi) informing the Bank immediately if the Customer knows or suspects that someone else knows the PIN/password.
- (b) All transactions performed with any Card/PIN/password shall be deemed "authorised transactions" where:-
  - (i) the Card and the corresponding PIN/password was used and the security of

the Bank's fund transfer system was fully functional on that day; and

(ii) the officers of or agents appointed by the Bank were not fraudulent or negligent in carrying out the said transaction.

#### ATM Card & Transactions

18`

- a) The Bank shall levy a charge for new Card issuance including an annual recurring fee, where permissible and a replacement fee of RM12 (or such other amount as allowed to be imposed by the Bank from time to time) for lost or damaged Card. Such amounts shall be disclosed at account opening and stated in the Bank's Tariff and Charges (a copy of which can be downloaded from the Bank's website).
- b) New Card(s) issued by the Bank or Cards retained by the ATM will be destroyed by the Bank should the new Card not be collected within 1 month from the date of notification or the retained Card not be collected within 1 week from the date of retention. Charges will apply for any new Card(s) requested.
- c) Where the Customer does not use the Card for one year, the validity of the Card will lapse and the Customer will have to apply for a new Card to be issued to the Customer. The replacement charge will be debited to the Customer's account.
- d) The Customer shall remain liable in respect of all transactions entered into prior to any notification to the Bank of loss or theft of the Card or disclosure (or suspected disclosure) of the PIN/password.
- e) Any Card issued by the Bank shall remain the property of the Bank and must be surrendered by the Customer upon the Bank's request. The Bank has the right and sole discretion to withdraw the Card or limit or prohibit its use at anytime without prior notice. Such limitation or withdrawal of the Card-related service will result in the Card being withheld in the ATM and not returned to the Customer. The Bank shall be entitled to the immediate return of any Card(s) in the event of the closure of the Customer's account or the Customer's death. The loss or theft of any Card or disclosure (or suspected disclosure) of any PIN/password must be notified to the Bank immediately.
- f) The Bank may, in its sole discretion permit any one Customer to the joint account to perform any Card-related transaction, unless and until the Card of the Customer who has ceased to have joint authority is surrendered to the Bank and duly acknowledged by the Bank in writing.
- g) All ATM cash withdrawals will be subject to : -
  - (a) a daily ATM cash limit of RM5,000 or any other amounts as notified by the Bank from time to time;
  - (b) charges as stipulated in the Bank's Tariff and Charges;
  - (c) the available balance in the transacting account being sufficient to cover both the amount of the intended withdrawal and the said charges.

The Bank may by notification vary the handling charge from time to time at its absolute discretion.

- (viii) Card transactions which are effected in currencies other than in Malaysian Ringgit will be debited to the Customer's account after conversion into Malaysian Ringgit at the prevailing rate as determined by the Bank on the day of conversion.
- (ix) The Customer understands that the credit or debit balances of any account reflected on the video screen of the ATM against the Customer's account

number(s) or reflected in any confirmation slip may be pending verification and/or clearance and agrees that the amount stated on the ATM video screen shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's account(s) with the Bank.

#### Cash & Cheque Deposits

19

- a) Where the Bank has provided a special service/facility to receive cash and cheques, lines across the top left hand corner of the cheques. This is a safety measure and the the Customer shall follow the prescribed procedures correctly. All uncrossed cheques (cash or bearer cheques) to be deposited should be generally-crossed by drawing 2 parallel diagonal Customer's omission to do so shall discharge the Bank from liabilities for any loss suffered by the Customer.
- b) All other deposits of cash (other than through the Express Cash Deposit Machine (ECDM) must be handed directly to the Bank's teller. The Customer agrees not to leave cash unattended until the Bank's teller has physically accepted it and further agrees to:-
- c) count all cash received before leaving the counter as the Bank cannot accept responsibility for any shortage once the cash has been dispensed to the Customer;
- d) check all debit/credit transaction advices as against counter transactions;
  - I. failing which no liability will attach to the Bank.
- e) Every deposit (whether made via ECDM, at the counter or any other means) shall only be deemed to have been made if verified by two members of the Bank's staff, duly cleared and such deposit is entered into the Bank's records.
- f) The Customer understands that the amount deposited into any account reflected on the video screen of the ECDM or reflected in any confirmation slip may be pending verification and/or clearance and agrees that the amount stated on the ECDM video screen shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's account(s) with the Bank.

#### Inward Remittances

20 ` The Bank reserves the right to, without prior notice:-

- a) debit the Customer's account with cheques and other monetary instructions credited but subsequently returned unpaid or which cannot be presented or cannot be cleared due to loss, destruction or misplacing of the cheques in the process of being presented or has been erroneously credited to the Customer's account, for which no liability will attach to the Bank;
- b) amend or alter under advice, the pay-in-slip in case of errors, wrong addition, missing items or third party account payee cheques collected in error;
- c) to stop any inward remittance in favour of the Customer if the originator's information received by the Bank is incomplete, without being liable to the Customer for the delay or rejection of the said inward remittance.

## Outward Remittances

21

- a) All applications for remittances, including but not limited to, Telegraphic Transfers, Demand Drafts, Cashier's Orders, RENTAS, MEPS Interbank GIRO are subject to daily cut-off times as prescribed by the Bank from time to time. Applications for remittances received after the respective cut-off times will not be processed on the day of receipt and will only be processed on the next banking day. In respect of remittances dependent on other institutions, the Bank, subject to the aforementioned cut-off times will process the application and forward the same to such other institution for their processing and the Bank will not be liable for any delay and/or error in the processing of such remittance by such other institutions. Furthermore, applications for same day value are also subject to cutoff times based on the geographical location of the destination.
- b) In the absence of any specific written instructions to the contrary, the application for Telegraphic Transfers or Demand Drafts shall be effected by the Bank in the currency in which payment is to be made by the Customer to the Bank. If applicable, in the event the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained, and any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the Customer's account.
- c) The Bank reserves the right to draw the Telegraphic Transfer or the Demand Draft on a different place from that specified by the Customer, if the Bank's operational circumstances so require it.
- d) The Bank is at liberty to send the Telegraphic Transfer either literally or in cipher. All Telegraphic Transfers including Demand Drafts (if dispatched on behalf of the Customer at the Customer's request) shall be sent entirely at the Customer's own risk.
- e) The Bank has the right to reverse any payments received through MEPS Interbank GIRO from a resident account holder or an external account holder for credit to an external account held with the Bank if the amount is in excess of RM5,000 per day and/or if the payment received is not a permitted source of funds under the Exchange Control regulations.
- f) Transfer of funds from a Credit Card-i account to any third party account through MEPS Interbank GIRO shall be treated as a cash advance and be subject to the terms and conditions in the relevant Cardholder Agreement.
- g) All charges incurred for remittances are to be debited from the relevant account. The Bank shall not be liable for any loss or delay which may occur in the transfer, transmission and/or application of funds or, in the case of remittance by Telegraphic Transfers (whether instructed by the Customer or whenever the Bank deems necessary) for any error, omission or mutilation which may occur in the transmission of the message (either literally or in cipher) or for its misinterpretation by the receiving party when received, and the Customer agrees to indemnify the Bank against any actions, proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation and/or misinterpretation.

[end]

#### Payment / Remittance Instructions

22

- a) The Bank is authorised to effect any payment or remittance instructions of the Customer by any method it deems fit notwithstanding any specific instructions from the Customer. Any request by the Customer for cancellation of a payment or remittance instruction must be made in writing and shall only be effected at the Bank's sole discretion.
- b) In order to effect any payment or remittance instructions of the Customer via a payment or clearing system operated by a party other than the Bank, the Bank may in its absolute discretion utilise any correspondent, agent, sub-agent, agency or any other financial institution and the Bank is authorised by the Customer to disclose all necessary information to the same. Such payment or remittance shall be credited to the beneficiary's account, less any charges that may be incurred in effecting the payment or remittance instruction, based solely on the account number given by the Customer.
- c) The Bank or any correspondent, agent, sub-agent, agency or any other financial institution shall not be liable for any failures, delays, errors, omissions, interruptions, misinterpretation or any other cause arising out of payment or remittance instructions received through whatever channels of communication.

#### Standing / Periodic Instructions

23

- a) Any variations or amendments to the payment amount, method of payment and periodicity of payment in relation to standing or periodic payment instructions shall be notified by the Customer to the Bank in writing or by telebanking/internet banking and subject to Clause 25, the Bank shall be authorised to effect the variations or amendments within one week of receipt of such notice.
- b) The Bank may in its absolute discretion terminate the standing or periodic payment instructions with regard to future payments at any time by notice in writing to the Customer or without notice to the Customer at any time after receipt of written confirmation from the payee named in the standing or periodic payment instructions that no further payment is required.
- c) The standing or periodic payment instructions will be effected provided there is sufficient funds in the account and the Bank will not be liable for any missed payment.

#### Priority of Payment

24 The Bank may in its absolute discretion conclusively determine the order of priority of payment by it of any moneys of the Customer pursuant to any cheque drawn on the Customer's account or standing instruction or any instruction by the Customer (whether in writing or otherwise) which the Customer had previously given or may hereafter give to the Bank.

#### Customer's Instructions

25 A Customer's instructions may be effected notwithstanding that:-

- (a) they conflict with or are inconsistent with other instructions received under any mandates given by the Customer to the Bank; and/or
- (b) such account(s) which are for the time being in credit or overdrawn, may become or remain overdrawn in consequence thereof.

In any of the above cases, the Customer shall be responsible for the resulting advance

or financing thereby created with profit at the rate as determined by the Bank, for which the Bank is authorised to set-off this sum from any account(s) in credit in the name of the Customer. The Customer shall ensure that there are sufficient funds or prearranged financing in the Customer's account to meet all payment instructions.

All instructions by a Customer shall remain effective for the protection of the Bank in respect of payments made or instructions implemented in good faith notwithstanding the death or bankruptcy or the revocation of any such instructions by any means by the Customer until written notice with documents evidencing the death, bankruptcy or such revocation is received by the Bank.

#### Beyond Bank's Control

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

#### Telecommunications

27 `

a) Subject to Clause 28:-

- I. upon request by the Customer, the Bank is hereby authorised at its sole discretion to release information relating to the Customer's account, or the Bank's exchange rates or profit rates (which may be subject to change ) via telephone, telex or facsimile. Such information or rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank;
  - II. the Customer authorises the Bank to send any account information, updates and reminders pertaining to the Customer's account with the Bank via short messaging service ("SMS") or multimedia messaging service ("MMS") sent to the mobile phone number advised by the Customer in the Bank's records including outstanding balance, available balance, financing limit, as the case may be, and any other updates that the Bank may make available from time to time.
- a) The Bank is authorised to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the mobile phone advised by the Customer in the Bank's records), telex, facsimile or other means of telecommunication ("collectively, telecommunication instructions") and the Customer agrees that the Bank is authorised to treat any telecommunication instructions which the Bank in its sole discretion believes emanated from the Customer (after taking reasonable steps to verify the identity of the person giving or the source of, the telecommunication instructions) as fully authorised by the Customer and to rely and act on it accordingly, and the Bank shall not be liable to the Customer for any loss or damage arising in the event such telecommunication instructions in fact emanated from unauthorised individuals.

Notwithstanding anything herein, the Bank is not obligated to accept and act upon telecommunication instructions pertaining to :-

- change in account mandate

[end]

- change of authorised signatories
  - grant of Power of Attorney to another person/entity
  - payment instructions
  - closure of account(s) and transfer of the remaining balance.
- b) The Customer hereby irrevocably agrees to indemnify the Bank and keep the Bank indemnified (which expression shall include the Bank's successors and assigns) against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of the Bank acting on the telecommunication instructions in good faith, for which the Bank is hereby authorised to set-off or combine such sums with any sum(s) standing to the credit of any account(s) of the Customer or debit such sums into any account(s) of the Customer. This indemnity shall continue notwithstanding any revocation of authorisation, termination of any service and/or closure of any account.
- (iv) At the Bank's discretion, the Bank may introduce further security measures to ensure, as far as possible, that the telecommunication instructions has been authorised by the Customer.
- (v) The Customer may revoke the authorisation in this Clause 27 (i) (a) or (b) with regard to the mode of receiving information from the Bank and/or the authorisation in this Clause 27 (ii) with regard to giving telecommunication instructions to the Bank, by way of written notice signed in accordance with the account mandate and given to and received by the branch of account.

#### Indemnity by Customer

28 ` The Customer shall discharge the Bank from all liabilities whatsoever and howsoever arising and shall keep the Bank fully indemnified on a full indemnity basis against all losses, damages, fees, costs, charges, taxes, duties, imposts and expenses (including legal costs) or otherwise which the Bank may sustain or incur and which shall have arisen either directly or indirectly out of or in connection with the circumstances set out below, for which the Bank shall be authorised to debit or set-off from any accounts standing in credit in the Customer's name:-

- (a) the maintaining of, any use or purported use whatsoever of the Bank's services/products/facilities and/or the Card/PIN/password by the Customer or any other person (the Customer shall in any event be liable for all transactions effected until the PIN has been cancelled by the Bank);
- (b) any breach of or non-compliance with these GTC, the Specific Terms & Conditions of any of the Bank's products/services, any account-related documentation or any applicable laws and regulations by the Customer;
- (c) negligent acts or omissions of the Customer;
- (d) the Bank accepting instructions from the Customer or which the Bank in good faith believes to have emanated from the Customer (whether so authorised or not) and acting or failing to act thereon unless due to the negligence or fraud of the Bank;
- (e) enforcement by the Bank of its rights under these GTC, the Specific Terms & Conditions of any of the Bank's products/services or any account-related documentation;
- (f) any delay in payment or the debit or credit into the Customer's account as a result of complying with the terms of Clauses 8 and/or 9(i) herein.

This indemnity shall continue notwithstanding the termination of any service and/or closure of any account.

#### Legal Expenses

29 ` All legal expenses incurred for the recovery of any indebtedness of the Customer under any financing or account shall be borne by the Customer. The Customer agrees that any judgment sum obtained by the Bank shall carry compensation charges at the rate(s) applicable to the respective financing or account from the date of the judgment order to the date of full settlement.

#### Conflict & Prevailing Priority

30 ` In the event of any inconsistency between these GTC, the Specific Terms & Conditions of any of the Bank's products/services and any account-related documentation, the terms and conditions shall prevail in the following order:-

- (a) the account-related documentation;
- (b) the Specific Terms & Conditions of any of the Bank's products/services ; and
- (c) lastly, these GTC.

In the event of any inconsistency between the English version of these GTC and that translated into Bahasa Malaysia or any other language, the English version of these GTC shall prevail.

#### Notices

31 ` Any statement, notice, communication or demand required to be in writing and not specifically provided for herein or in the Specific Terms & Conditions of any of the Bank's products/services, may be sent by the Bank to the Customer by personal delivery, ordinary post or registered post (not being AR registered post) to the Customer's address in accordance with Clause 3 and shall be deemed (as the case may be) received at the time of delivery or on the 3rd day after posting notwithstanding its subsequent return.

#### No Waiver

32 ` No failure, act, omissions or delay on the part of the Bank in exercising any power, right or remedy under these GTC shall operate as a waiver thereof save only by express written confirmation of the same, nor shall any single or partial exercise by the Bank of any power, right or remedy preclude any other further exercise thereof or the exercise of any other power, right or remedy.

#### Illegality

33 ` Any provision or term herein which is prohibited or unenforceable by law shall be ineffective to the extent only of such prohibition or unenforceability without invalidating or affecting the remaining provisions or terms herein.

#### Fraud

34 ` The Customer shall co-operate with the Bank and the police in trying to recover any losses which result from the Bank having acted on instructions which the Customer subsequently informs the Bank were not given by the Customer or with the Customer's authority. The Bank may also disclose information about the Customer or the Customer's account to the police or other third parties including in legal proceedings if the Bank, in its absolute discretion, is of the view will help prevent or recover losses.

#### Fees & Charges

35 ` Fees and charges are contained in the Bank's Tariff and Charges which can be

[end]

accessed from the Bank's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) and the Customer agrees to be bound by the Bank's Tariff and Charges, which forms part of these Generic Terms & Conditions.

The Bank reserves the right to impose and/or revise service fees, tariffs, compensation charges for specific breaches of account conditions and/or other charges from time to time as the Bank in its absolute discretion thinks fit, and for which the Bank shall be entitled to debit any account which the Customer maintains with the Bank. For electronic transfers, 30 days' prior written notice shall be given to the Customer in respect of any increase of related charges, Customer's liabilities or adjustments to transaction limits on use of any Card.

#### Jurisdiction

36 ` The Customer irrevocably submits to the non-exclusive jurisdiction of the courts in Malaysia.

#### Interpretation

37 ` The Clause headings in these GTC are for ease of reference only and shall not be taken into account in the interpretation of the Clauses.

# Guide to Specific Terms & Conditions for Personal Financial Services (as of 13 July 2009)

These Specific Terms & Conditions are applicable to personal accounts and services (other than Credit Cards-i) opened with or provided by HSBC Amanah Malaysia Berhad ("HSBC Amanah " or the "Bank"); and should be read together with the Generic Terms & Conditions of HSBC Amanah. Please take the time to read them as they are binding on you.

These Specific and Generic Terms & Conditions are available on request and on HSBC Amanah's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my).

Please contact your nearest HSBC Amanah branch if you require any clarification.

Thank you for banking with HSBC Amanah.

*Issued by HSBC Amanah Malaysia Berhad (Company No. 807 705-X)*

HSBC  AMANAH

[end]

# Specific Terms & Conditions for Personal Financial Services

## SMART ACCOUNT-i (SMT)

- a ` A fee as stipulated in the Bank's Tariff and Charges will be imposed for each and every transaction made over-the-counter at any branch.
- b ` Where the SMT is closed within three (3) months from the date of account opening, a Closure Fee as stipulated in the Bank's Tariff and Charges (which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)) will be imposed.
- c ` An e-consolidated statement of account containing information relating to account(s) held in the Customer's name at the Bank or third party products / services / investments marketed by the Bank shall be made available in electronic (and not hard copy) form. To gain access to e-statement(s), the Customer must register and activate his/her Personal Internet Banking (PIB). Customer whose internet banking access has become dormant after being inactive for more than one year from last usage or who did not activate the PIB service within one month after the Bank's advice, will be sent hard copy statements and a fee as stipulated in the Bank's Tariff and Charges will be imposed.
- d ` Customer who request for hardcopy of any available statement will be subject to charges as stipulated in the Bank's Tariff and Charges.
- e ` SMT is based on the Shariah principle of Mudharabah (Profit Sharing). Mudharabah is contractual arrangement whereby the profits from the investment in Shariah compliant activities will be shared between the two parties, i.e. the Bank (the "mudharib" or entrepreneur) and customer (the "rabb-ul-mal" or investor) according to the agreed Profit Sharing Ratio. If there are losses from the investment, then these are to be borne by the Customer. However, if the losses are due to the wilful negligence of the Bank, such losses will be borne by the Bank.
- f ` The indicative profit rate ("IPR") for the SMT is as stipulated in the Bank's Indicative Profit Rates listing which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). The IPR is subject to change from time to time depending on the actual profit rate declared for the agreed Profit Sharing Ratio.
- g ` Premature partial upliftment of SMT's Flexi AGIA-i is allowed subject to foregoing all or part of the accrued profit on the uplifted amount.
- h ` The Amanah Statement Savings Account-i (paragraphs (a) & (c)) and Amanah Current Account-i (paragraphs (a) – (g)) terms and conditions shall also apply.

## SMART LINK ACCOUNT-i (SLA)

(Optional for link with the Smart Account-i)

- a ` Smart Account-i ("Linked SMT") Customer must register and activate his/her Personal Internet Banking ("PIB") to open an Smart Link Account-i ("SLA").
- b ` Upon registration and activation of the PIB, the Linked SMT Customer may open a SLA. Through PIB, the Linked SMT Customer may then select the SLA tenure from 6 to 120 months ("Selected Tenure") and set up his/her monthly Standing Instruction

("SI") for the SLA authorising the Bank to transfer a fixed sum (subject to a minimum of RM50) from the Linked SMT to the SLA on a particular date of each calendar month ("SI Date").

- c ` The indicative profit rate ("IPR") for the SLA is as stipulated in the Bank's Indicative Profit Rates listing which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my).
- d ` The IPR is subject to change from time to time depending on the actual profit rate declared for the agreed Profit Sharing Ratio.
- e ` No ATM card and chequing facilities will be provided for the SLA.
- f ` Customer is required to set up only one (1) recurring SI throughout the Selected Tenure of the SLA to effect the transfer of a fixed sum in accordance with paragraph (b) above.
- g ` Customer has the flexibility to vary the SI amount and/or the Selected Tenure via PIB provided that the minimum SI amount is at least RM50.
- h ` In addition to the SI referred to in paragraph (f) above, Customer is at liberty to directly transfer or deposit any additional sum into the SLA anytime during the Selected Tenure.
- i ` In regard to the SI referred to in paragraph (b) above, the Bank may at its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to the SI referred to in paragraph (b) above or any other order or cheque drawn on the Linked SMT or instructions (whether written or otherwise) which the Customer have heretofore or may hereafter give to the Bank.
- j ` The Bank will effect the SI from the Linked SMT to the SLA on the stipulated SI Date. In the event the Bank is unable to effect the SI on the SI Date due to insufficient funds in the Linked SMT, there will be no contribution to the SLA for that month.
- k ` In the event the Bank is unable to effect the SI in accordance with paragraph (b) above for three (3) consecutive months, the SLA will be closed on the day prior to the next SI Date unless Customer has funded the Linked SMT with the amount of the SI prior to closure of the SLA. Upon closure of the SLA, the balance in the SLA less any applicable fees will be transferred to the Linked SMT.
- l ` Customer may potentially enjoy higher returns than the IPR on the balances in the SLA at the end of every calendar month upon the fulfilment of the following two (2) conditions :-
  - (i) No withdrawal for the calendar month; and
  - (ii) SI recurring transfer is effected for the month.

However, for the first month of the Selected Tenure, the Customer need only fulfil condition (i) above to potentially earn higher returns.

- m ` Customer is entitled to make unlimited withdrawals during the Selected Tenure, subject to there being a minimum RM20 balance in the SLA after such withdrawals. In the event the Customer performs any withdrawal from the SLA, the Customer will not be entitled to the potentially higher returns as mentioned in paragraph (l) above. In such an instance, the Customer may only earn the normal profit declared at the end of the month and distributed based on the agreed Profit Sharing Ratio. Such

withdrawal can only be effected from the Linked SMT. In order to effect such a withdrawal from the Linked SMT, Customer must first transfer the requisite sum from the SLA to the Linked SMT via PIB. Withdrawals from the Linked SMT will be subject to the terms and conditions applicable to a SMT. Balances in the SLA are not available balances for payment of cheques issued under the Linked SMT.

n ` Where the SLA is prematurely closed due to any of the following events prior to the expiration of the Selected Tenure, a Premature Account Closure Fee as stipulated in the Bank's Tariff and Charges (which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)) will be imposed:

- (i) the Bank is unable to effect Customer's SI within 3 months from account opening date in accordance with paragraphs (b) and (f) above; or
- (ii) Customer fails to set up a SI within three (3) months from the date of opening of the SLA; or
- (iii) Customer closes the SLA before the expiry of its Selected Tenure SI.

The Premature Account Closure Fee will be deducted from the SLA prior to closure of the SLA. In the event that there is insufficient fund in the SLA, Customer authorises the Bank to deduct the premature account closure fee from the Linked SMT or any other credit balance held with the Bank.

o ` Customer has the option to open up to ten (10) SLAs with each SMT. Customer can also personalise the SLA(s) with a name of up to twenty eight (28) characters via PIB only. The personalised name of the SLA will only appear on PIB for Customer's ease of reference and convenience only and is not intended to constitute the SLA as a trust account. The Bank is not liable to Customer to monitor the SLA and /or if the SLA is not used for its intended purpose as reflected in the name of the account and Customer holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim.

p ` Upon maturity of the Selected Tenure, the SLA will be automatically closed and the balance in the SLA less any fee will be automatically transferred to the Linked SMT.

#### PASSBOOK SAVINGS ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ` All terms and conditions appearing in the passbooks shall form part of these Specific Terms and Conditions.
- b ` The minimum opening (initial) deposit of a Passbook Savings Account-i shall be determined by the Bank at its sole discretion.
- c ` Every Customer will be provided by the Bank with a passbook which must be presented for every withdrawal at the counter. No entries may be made in the passbook by the Customer. Passbooks should be presented to the Bank as and when required by the Bank for any unposted items to be entered. The passbook is not transferable or assignable and cannot be pledged as security. The Customer should examine the passbook after each transaction and, in the case of withdrawals at the counter, before leaving the counter, to ensure that the appropriate entry has been made therein.
- d ` Withdrawals at the counter may be made by the Customer on demand during banking hours at the branch at which the account is maintained. Any withdrawal by

an authorised agent is however subjected to branch discretion and requires the production of suitable identification and authorisation. Withdrawals of not more than RM5,000 in any one day may also be made by the Customer in person at any branch of the Bank in Malaysia on production of the passbook and proof of identity.

- e ` Any payments made by the Bank to a person producing the passbook and a withdrawal form purported to be signed as authorised by the Customer shall have the same effect as if made by the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.
- f ` Passbooks should be kept by the Customer in a secure place under lock and key at all times failing which no liability of any form, will attach to the Bank. In the event of a loss of a passbook, immediate notice must be given to the Bank. The Bank will issue a new passbook against a signed indemnity only after a thorough search and enquiry have been made. A charge for issuing a new passbook may be made at the Bank's discretion.
- g ` The passbook is for the Customer's reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry in the passbook.
- h ` The Customer gives consent to the Bank to utilise the whole or part of the balance of the Passbook Savings Account-i for investment purposes based on Shariah principles.
- i ` Hibah generated from utilisation of deposits in the Passbook Savings Account-i belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.

#### STATEMENT SAVINGS ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ` The minimum opening (initial) deposit of a Statement Savings Account-i shall be determined by the Bank at its sole discretion.
- b ` Account statements are sent on a quarterly basis.
- c ` The Customer gives consent to the Bank to utilise the whole or part of the balance of the Statement Savings Account-i for investment purposes based on Shariah principles.
- d ` Hibah generated from utilisation of deposits in the Passbook Savings Account-i belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.

#### BASIC SAVINGS ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ` A minimum of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to be maintained in the account at all times. The Bank reserves the right to impose fees or charges on the account if this minimum balance is not maintained.

- b ` Statements will be generated but not sent to Customers. However, upon request, quarterly statements or at such other intervals determined by the Bank from time to time, may be made available to the Customer at a fee to be determined by the Bank.
- c ` The Customer gives consent to the Bank to utilise the whole or part of the balance of the Basic Savings Account-i for investment purposes based on Shariah principles.
- d ` Hibah generated from utilisation of deposits in the Passbook Savings Account-i belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.

#### CURRENT ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ` The Customer agrees not to affix any notations, appearing on the face of cheque(s) issued (including but not limited to cheque limits, alterations and validity period(s). If such notations are made on any cheque(s) issued, the Bank will be entitled to disregard the notation and will be discharged from all liabilities for doing so.
- b ` The Customer acknowledges the need to exercise care when drawing cheques and agrees not to draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable or facilitates fraud.

The Customer agrees that cheques shall be written/printed in non-erasable ink only and not written or printed with erasable ballpoint pens, pencils, electronic typewriter or any other instruments which may give rise to forgery, fraud or other unauthorised alterations. The Customer shall ensure that the cheque book shall be kept secure (preferably locked) and under sole control and use of the Customer at all times, failing which no liability shall attach to the Bank. The Customer shall not leave cheques, whether signed or unsigned, unattended. The Customer shall not presign any cheques and shall ensure that spoilt cheques are destroyed completely.

- c ` Stop Payment : The stop payment may only be implemented if the cheque(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no re-presentation of the said cheque will be possible. Handling charges for stop payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account has insufficient funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- d ` The Customer agrees to check his receipt of the correct number of cheque books, cheque leaves applied for as well as the account details printed thereon and read and comply with all conditions set out in the inside covers of cheque books, failing which no liability for loss/damage shall attach to the Bank.
- e ` The Customer agrees not to draw cheques when there is insufficient funds in the Customer's account(s) at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- f ` No alterations whatsoever shall be made on cheque(s). The Bank reserves the right to dishonour and return cheque(s) which in the Bank's sole opinion, bears any form of alteration (whether countersigned by the Customer, the authorized signatory or otherwise).

- g ` The Customer confirms not to have been reported by any bank to the credit bureau established by BNM pursuant to Section 30(1) (mmm) of the Central Bank of Malaysia Act 1 958 and the Bank shall have the right to close any accounts of the Customer at anytime, should the Customer be reported to the said credit bureau.

#### BASIC CURRENT ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a ` A statement of account shall be issued containing information relating to account(s) held in the Customer's name at the Bank and sent to the Customer on a monthly basis or such other permitted intervals as determined by the Bank.
- b ` Overdrawing is not be allowed under Basic Current Account-i. In the event of an unauthorised overdrawing, the Bank shall be entitled to debit the Basic Current Account-i or any other account of the Customer with the Bank with the unauthorised overdrawing and charges at the applicable penalty rate on the amount overdrawn or a minimum of RM50 or such other minimum amount as allowed to be imposed by the Bank from time to time.
- c ` A minimum charge of RM20 (or such other amount as the Bank is allowed to impose) will be levied if the Basic Current Account-i is closed within the first three (3) months of its opening.
- d ` The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.

#### AMANAH GENERAL INVESTMENT ACCOUNT-i

This account is based on the Shariah principle of Al-Mudharabah, and is subject to the Bank's terms and conditions governing Al-Mudharabah investment and the prevailing Rules and Regulations of the Association of Islamic Banking Institutions in Malaysia.

- a ` Payment of profit in respect of Amanah General Investment of a tenor of 1-12 months shall be on the maturity date. In respect of Amanah General Investment of a tenor of 12 months and above, profit shall be paid at six monthly intervals until maturity date and where the last period to the maturity date is less than 6 months, payment shall be based on the actual remaining number of months to the maturity date.
- b ` Notwithstanding paragraph (a) above, profit for selected investment product types may, at the Bank's determination, be payable at monthly intervals irrespective of the tenors of the investment.
- c ` The Bank accepts investment for Amanah General Investment Account-i from the Customer based on the Shariah principle of Al-Mudharabah for a stipulated period. The Customer consents to the Bank utilising the investment in its financing and investment projects. Both the Bank and the Customer agree to distribute the profits earned from the investment of funds according to the pre-determined Profit Sharing Ratio.
- d ` The profit accruing for each certificate shall be determined by the Bank from time to time based on the Profit Sharing Ratio as agreed when the Bank accepts the investment for each certificate.

- e ` Unless prior written instruction is received by the Bank from the Customer or the legal personal representatives (executor(s)/administrator(s) or equivalent), the Bank will automatically renew the investment plus distributed profit for the same tenor on maturity date. Notwithstanding any instructions given, the Customer retains the right to amend the Customer's instructions before/on maturity date of the investment.
- f ` Should the maturity date fall on a non-working day, the Bank will automatically adjust the maturity date to the next working day.
- g ` Profit is payable proportionately for the completed months of investment of funds at the rate of return applicable to the completed period.
- h ` The certificate is neither a negotiable nor a transferable instrument.
- i ` No portion of the investment placed on Amanah General Investment Account-i can be withdrawn unless the original certificate is returned to the Bank duly endorsed by the Customer(s).
- j ` In the event that the certificate is lost, stolen, or destroyed, the Bank's standard indemnity letter shall be duly completed and signed by all the Customer(s) regardless of the signing condition before payment is made or a duplicate certificate is issued.
- k ` Customers are advised that for their convenience, they are to provide disposal instructions for their Amanah General Investment Account-i, as all investments are subject to the Unclaimed Moneys Act 1 965.
- l ` The validity and availability of any investments placed in the Amanah General Investment Account-i account by way of a cheque(s) is subject to the clearance of the said cheque(s).

#### FOREIGN CURRENCY STATEMENT SAVINGS ACCOUNT-i

This account is based on the Shariah principle of Al-Wadiah.

- a) A Foreign Currency Statement Savings Account-i may be opened with a minimum initial deposit as determined by the Bank. If the Foreign Currency Statement Savings Account-i is closed within six (6) months of its opening, a minimum charge as determined by the Bank may be levied.

- b) The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account. The Customer must open or have a Ringgit account and convert foreign currency cash into Ringgit. The Ringgit amount will be converted to the required foreign currency and credited to the Foreign Currency Statement Savings Account-i. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.
- c) The Customer gives consent to the Bank to utilise the whole or part of the balance of the Foreign Currency Statement Savings Account-i for investment purposes based on Shariah principles.
- d) Returns generated from the utilisation of deposits in the Foreign Currency Statement Savings Account-i belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.
- e) The Bank shall have the right to pay the customer any amount withdrawn in foreign currency (apart from cash withdrawals) subject to Exchange Control Regulations, as may be amended from time to time.
- f) The Customer agrees that the Bank may debit the Foreign Currency Statement Savings Account-i in the event the amount deposited exceeds the prescribed limit (if any) under the Exchange Control Regulations. Such excess will be converted into Ringgit at the Bank's prevailing spot buying rate and shall be credited to the Customer's Ringgit account

#### FOREIGN CURRENCY GENERAL INVESTMENT ACCOUNT-i

This account is based on the Shariah principle of Al-Mudharabah, and is subject to the Bank's terms and conditions governing Al-Mudharabah investment and the prevailing Rules and Regulations of the Association of Islamic Banking Institutions in Malaysia (AIBIM).

- a) A Foreign Currency General Investment Account-i may be opened with a minimum initial investment as determined by the Bank.
- b) The Bank accepts investment for the Foreign Currency General Investment Account-i from the Customer based on the Shariah principle of Al-Mudharabah for a stipulated period.

- The Customer consents to the Bank utilizing the investment in its financing and investment projects. Both the Bank and the Customer agree to distribute the profits earned from the investment of funds according to the pre-determined Profit Sharing Ratio.
- c) The profit accruing for each certificate shall be determined by the Bank from time to time based on the Profit Sharing Ratio as agreed when the Bank accepts the investment for each certificate.
  - d) The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account. The Customer must open or have a Ringgit account and convert foreign currency cash into Ringgit. The Ringgit amount will be converted to the required foreign currency and credited to the Foreign Currency General Investment Account-i. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.
  - e) Subject to paragraphs b and c above, the investment in the Foreign Currency General Investment Account-i may be paid profit at maturity in accordance with the prevailing AIBIM Rules.
  - f) Subject to the AIBIM Rules, premature upliftments of investments may not be allowed and if exceptionally allowed, no profit will be paid for the completed period. The total replacement costs, penalty charge and any loss calculated at prevailing market rates will be borne by the Customer.
  - g) Written disposal instructions on any foreign currency investments other than USD, GBP, HKD, SGD and Euro must be received two (2) working days before maturity date, failing which the investment (plus any accrued profit / less interim profit whichever is applicable) will be automatically renewed for a similar period.

## **GENERAL**

**In the event of any inconsistency between the English version of these Specific Terms & Conditions and that translated into Bahasa Malaysia or any other language, the English version of these Specific Terms & Conditions shall prevail.**

[end]

# Guide to Specific Terms & Conditions for **Commercial Banking**

(as of 13 July 2009)

These Specific Terms & Conditions are applicable to business accounts and services (other than Credit Cards-i) opened with or provided by HSBC Amanah Malaysia Berhad ("HSBC Amanah" or the "Bank"); and should be read together with the Generic Terms & Conditions of HSBC Amanah. Please take the time to read them as they are binding on you.

These Specific and Generic Terms & Conditions are available on request and on HSBC Amanah's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my).

Please contact your nearest HSBC Amanah branch if you require any clarification.

Thank you for banking with HSBC Amanah.

*Issued by HSBC Amanah Malaysia Berhad (Company No. 807 705-X)*

HSBC  AMANAH

## Specific Terms & Conditions for Commercial Banking

BUSINESSVANTAGE ACCOUNT-i / CURRENT ACCOUNT-i This account

is based on the Shariah principle of Al-Wadiah.

- a ` The Customer agrees not to affix any notations, appearing on the face of cheque(s) issued (including but not limited to cheque limits, alterations and validity periods). If such notations are made on any cheque(s) issued, the Bank will be entitled to disregard the notation and will be discharged from all liabilities for doing so.
- b ` The Customer acknowledges the need to exercise care when drawing cheques and agrees not to draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable or facilitates fraud.  
  
The Customer agrees that cheques shall be written / printed in non-erasable ink only and not written or printed with erasable ballpoint pens, pencils, electronic typewriter or any other instruments which may give rise to forgery, fraud or other unauthorised alterations. The Customer shall ensure that the cheque book shall be kept secure (preferably locked) and under sole control and use of the Customer at all times, failing which no liability shall attach to the Bank. The Customer shall not leave cheques, whether signed or unsigned, unattended. The Customer shall not pre-sign any cheques and shall ensure that spoiled cheques are destroyed completely.
- c ` Stop Payment: The stop payment may only be implemented if the cheque(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no re-presentation of the said cheque will be possible. Handling charges for stop payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account has insufficient funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- d ` The Customer agrees to check his receipt of the correct number of cheque books, cheque leaves applied for as well as the account details printed thereon and read and comply with all conditions set out in the inside covers of cheque books, failing which no liability for loss / damage shall attach to the Bank.
- e ` The Customer agrees not to draw cheques when there is insufficient funds in the Customer's account(s) at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- f ` No alterations whatsoever shall be made on cheque(s). The Bank reserves the right to dishonour and return cheque(s) which in the Bank's sole opinion, bears any form of alteration (whether countersigned by the Customer, the authorised signatory or otherwise).
- g ` The Customer confirms not to have been reported by any bank to the credit bureau established by Bank Negara Malaysia pursuant to Section 30(1)(mmm) of the Central Bank of Malaysia Act 1958 and the Bank shall have the right to close any accounts of the Customer at any time, should the Customer be reported to

the said credit bureau.

#### AMANAH GENERAL INVESTMENT ACCOUNT-i

This account is based on the Shariah principle of Al-Mudharabah, and is subject to the Bank's terms and conditions governing Al-Mudharabah investment and the prevailing Rules and Regulations of the Association of Islamic Banking Institutions in Malaysia.

- a ` Payment of profit in respect of Amanah General Investment of a tenor of 1-12 months shall be on the maturity date. In respect of Amanah General Investment of a tenor of 12 months and above, profit shall be paid at six monthly intervals until maturity date and where the last period to the maturity date is less than 6 months, payment shall be based on the actual remaining number of months to the maturity date.
- b ` Notwithstanding paragraph (a) above, profit for selected investment product types may, at the Bank's determination, be payable at monthly intervals irrespective of the tenors of the investment.
- c ` The Bank accepts investment for Amanah General Investment Account-i from the Customer based on the Shariah principle of Al-Mudharabah for a stipulated period. The Customer consents to the Bank utilising the investment in its financing and investment projects. Both the Bank and the Customer agree to distribute the profits earned from the investment of funds according to the pre-determined Profit Sharing Ratio. .
- d ` The profit accruing for each certificate shall be determined by the Bank from time to time based on the Profit Sharing Ratio as agreed when the Bank accepts the investment for each certificate.
- e ` Unless prior written instruction is received by the Bank from the Customer or the receivers and/or managers, legal personal representatives or equivalent, the Bank will automatically renew the investment plus distributed profit for the same tenor on maturity date. Notwithstanding any instructions given, the Customer retains the right to amend the Customer's instructions before/on maturity date of the investment.
- f ` Should the maturity date fall on a non-working day, the Bank will automatically adjust the maturity date to the next working day.
- g ` Profit is payable proportionately for the completed months of investment of funds at the rate of return applicable to the completed period.
- h ` The certificate is neither a negotiable nor a transferable instrument.
- i ` No portion of the investment placed on Amanah General Investment Account-i can be withdrawn unless the original certificate is returned to the Bank duly endorsed by the Customer(s).
- j ` In the event that the certificate is lost, stolen, or destroyed, the Bank's standard indemnity letter shall be duly completed and signed by all the Customer(s) regardless of the signing condition before payment is made or a duplicate certificate is issued.
- k ` Customers are advised that for their convenience, they are to provide disposal instructions for their Amanah General Investment Account-i, as all investments are subject to the Unclaimed Moneys Act 1 965.

1. The validity and availability of any investments placed in the Amanah General Investment Account-i by way of a cheque(s) is subject to the clearance of the said cheque(s).

#### FOREIGN CURRENCY BUSINESSVANTAGE-i

This account is based on the Shariah principle of Al-Wadiah.

- a) A Foreign Currency Current Account-i may be opened with a minimum initial deposit as determined by the Bank.
- b) No cheque book will be issued. The Customer should examine the debit/ credit transaction advice in the case of withdrawals/ deposits at the counter to ensure that an appropriate entry has been made, failing which no liability will attach to the Bank.
- c) The Customer gives consent to the Bank to utilise the whole or part of the balance of the Foreign Currency Current Account-i for investment purposes based on Shariah principles.
- d) Returns generated from the utilisation of deposits in the Foreign Currency Current Account-i belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account in June and December of each calendar year or upon closing of the account.
- e) All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to charge the Customer's account with items which are subsequently returned unpaid.
- f) The Customer agrees that a Foreign Currency Current Account-i cannot be overdrawn.
- g) The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account. The Customer must open or have a Ringgit account and convert foreign currency cash into Ringgit. The Ringgit amount will be converted to the required foreign currency and credited to the Foreign Currency Current Account-i. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.
- h) The Bank shall have the right to pay the Customer any amount withdrawn in foreign currency (apart from cash withdrawals) subject to Exchange Control Regulations, as may be amended from time to time.
- i) The Customer agrees that the Bank may debit the Foreign Currency Current Account-i in the event the amount deposited exceeds the prescribed limit (if any) under the Exchange Control Regulations. Such excess will be converted into Ringgit at the Bank's prevailing spot buying rate and shall be credited to the Customer's Ringgit account.

#### FOREIGN CURRENCY GENERAL INVESTMENT ACCOUNT-i

This account is based on the Shariah principle of Al-Mudharabah, and is subject to the Bank's terms and conditions governing Al-Mudharabah investment and the prevailing Rules and Regulations of the Association of Islamic Banking Institutions in Malaysia (AIBIM).

- a) A Foreign Currency General Investment Account-i may be opened with a minimum initial investment as determined by the Bank.
- b) The Bank accepts investment for the Foreign Currency General Investment Account-i from the Customer based on the Shariah principle of Al-Mudharabah for a stipulated period. The Customer consents to the Bank utilizing the investment in its financing and

investment projects. Both the Bank and the Customer agree to distribute the profits earned from the investment of funds according to the pre-determined Profit Sharing Ratio.

- c) The profit accruing for each certificate shall be determined by the Bank from time to time based on the Profit Sharing Ratio as agreed when the Bank accepts the investment for each certificate.
- d) The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the customer's account. The Customer must open or have a Ringgit account and convert foreign currency cash into Ringgit. The Ringgit amount will be converted to the required foreign currency and credited to the Foreign Currency General Investment Account-i. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.
- e) Subject to paragraphs b and c above, the investment in the Foreign Currency General Investment Account-i may be paid profit at maturity in accordance with the prevailing AIBIM Rules.
- f) Subject to the AIBIM Rules, premature upliftments of investments may not be allowed and if exceptionally allowed, no profit will be paid for the completed period. The total replacement costs, penalty charge and any loss calculated at prevailing market rates will be borne by the Customer.
- g) Written disposal instructions on any foreign currency investments other than USD, GBP, HKD, SGD, and Euro must be received two (2) working days before maturity date, failing which the investment (plus any accrued profit / less interim profit whichever is applicable) will be automatically renewed for a similar period.

## **SERVICES**

### **BUSINESS ATM CARD (BAC)**

This service is subject to the following terms and conditions :-

#### **a` Definitions**

- (i) 'ATM' means the Bank's automatic teller machine and any other automatic teller machine operated or owned by other financial institutions which accepts BAC;
- (ii) 'ATM Account' means the Customer's account (separate from the Primary Account) with the Bank which the Customer has designated and the Bank has agreed should be the account in respect of which the cash withdrawal transactions by BAC are effected. The ATM Account is funded by the Customer using Business Internet Banking and Standing Instruction from the Customer's Primary Account to the ATM Account. For security reasons, cheque deposits will not be allowed for the ATM Account and any cheque deposited to the ATM Account will be re-deposited to the Customer's Primary Account;
- (iii) 'Authorised Delegate(s)' means any person(s) nominated and authorised by the Customer to receive and use a BAC;
- (iv) 'BAC' means a card issued by the Bank for the purpose of withdrawing cash via the ATMs and includes any replacement thereof and 'BACs' is the plural of such term;
- (v) 'PIN' means the Personal Identification Number issued by the Bank to an

Authorised Delegate in connection with a BAC and includes any replacement number;

- (vi) 'Primary Account' means the Customer's main operating account with the Bank. If so desired by the Customer, the Primary Account may be the account in respect of which cash withdrawal transactions by BAC are effected;
  - (vii) 'Transaction' means utilisation of any of the services available through the use of the BAC.
- b ` All Authorised Delegates act as agents of the Customer when using a BAC. The Customer will ensure that each Authorised Delegate is aware of and complies with these terms and conditions.
  - c ` The Customer shall be liable for all transactions processed by means of a BAC whether or not they are carried out by the Customer or its Authorised Delegates.
  - d ` The Customer hereby agrees that :
    - (i) A BAC and/or a PIN may be sent to the Customer by courier or registered post (not being AR registered post) and may be regarded by the Bank as

having been duly received by the Customer in good order;

- (ii) The Bank shall not incur any liability to the Customer or be responsible for any loss or damage whatsoever suffered by the Customer howsoever caused if the BAC and/or PIN is not in fact so received or otherwise in connection with the despatch or delivery of the BAC and/or a PIN by registered mail;
  - (iii) In the event that a BAC and/or PIN is to be collected by a person authorised by the Customer, delivery of the BAC and/or PIN by the Bank to a person identifying himself as the relevant Authorised Delegate or authorised person to collect the BAC and/or PIN on the Authorised Delegate or Customer's behalf, shall be deemed good delivery to the Authorised Delegate or Customer;
  - (iv) BACs are not transferable and the Customer shall ensure that each BAC is used only by the Authorised Delegate;
  - (v) The Customer shall provide the Bank with such documents and information regarding Authorised Delegates, the Primary Account, ATM Account and BACs as the Bank may from time to time request;
  - (vi) The Customer shall co-operate fully with the Bank in the event of any investigation or litigation relating to any BAC or its use.
- e ` A maximum of four (4) BACs may be issued for each Customer. Where the Customer does not use a particular BAC for one year, the validity of that unused BAC will lapse (but the other BACs, if any, that have been used will continue to be valid) and the Customer will have to apply for a new BAC in replacement of the lapsed BAC. The replacement charge will be debited to the account on which the card was issued, i.e. the Customer's Primary or ATM Account.
- f ` The Customer shall, during office hours, notify the Manager of the branch of the Bank at which the Primary or ATM Account is maintained or, if outside office hours, the Bank's ATM Centre, immediately by telephone (and provide written confirmation promptly thereafter) in the event that a BAC is lost, stolen or used by someone other than the Authorised Delegate or a PIN is disclosed to anyone other than the relevant Authorised Delegate.

Upon receiving any such notification by telephone from a person purporting to be a representative of the Customer, the Bank shall cancel the relevant BAC without waiting for written confirmation. In such circumstances the Customer will be responsible for any transactions effected with the relevant BAC prior to actual cancellation of the BAC by the Bank. The Bank shall have no obligation to check that the person notifying the Bank is in fact an authorised representative of the Customer. Once telephone notification of such an event has been given to the Bank it may not be withdrawn. The Bank's record of the time of the Customer's telephone notification of any such event shall be conclusive evidence of the time at which the Bank was actually notified.

- g ` Without prejudice to the provisions of paragraph (f) herein, the Customer shall notify the Bank in writing if it requires the Bank to cancel a BAC.
- h ` The Bank may at any time without assigning any reason thereof:
- (i) withdraw, suspend or cancel any BAC; and/or
  - (ii) vary the daily amounts that may be withdrawn with BAC; without in any such case incurring any liability whatsoever to the Customer.

- i ` In the event that a BAC is used after it has been withdrawn, suspended or cancelled it will be automatically withheld by the ATM and will not be restored to the Customer.
- j ` All replacement BACs and new BACs issued at the Customer's request shall be issued at the Bank's discretion and shall be subject to the terms and conditions in force at such time. The Bank may charge such fee for issuing and replacing BACs as it may determine from time to time and may debit such fees from the Primary or ATM Account or any other account(s) of the Customer held with the Bank from time to time.
- k ` Any transaction slip issued by ATMs on making withdrawal shall only represent what the Authorised Delegate purports to have withdrawn and shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's account(s) with the Bank.
- l ` In the event that:
  - (i) any application or petition shall be presented or any order shall be made by a competent court or other appropriate authority or any resolution shall be passed for bankruptcy, liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, judicial manager, trustee, official assignee or similar official of the Customer; or
  - (ii) a distress or execution shall be levied or enforced or sued out against any of the Customer's chattels, properties or assets; or
  - (iii) (in a case where the Customer is a company) the Company is dissolved; or
  - (iv) the Primary or ATM Account is closed;the Bank shall cease to be bound by these terms and conditions (but without prejudice to its rights against the Customer pursuant thereto) and shall be entitled to immediately terminate all BAC(s). The Customer shall forthwith return all BAC(s) to the Bank.
- m ` Any notice or other communication given by the Customer to the Bank pursuant to these terms and conditions by any means shall be confirmed in writing and delivered personally or by prepaid letter to the branch of the Bank at which the Primary or ATM Account is maintained and (save as provided in paragraph (f) ) shall be effective only on receipt of such written notice.
- n ` The use of BACs by the Authorised Delegates shall also be subject to the prevailing terms and conditions governing the operation of the relevant accounts. In the event of any inconsistency between these terms and conditions and the rest of these Specific Terms & Conditions, these terms and conditions shall prevail.
- o ` In the event that the Customer is a partnership or other unincorporated body of persons the liability of all the partners or all the persons comprised in the relevant body of persons shall be joint and several.
- p ` The Customer shall remain liable in respect of all transactions entered into prior to any notification to the Bank of loss or theft of the BAC(s) or disclosure (or suspected disclosure) of the PIN.
- q ` All ATM cash withdrawals are subject to:-

- (i) charges as stipulated in the Bank's "Tariff and Charges" (available on the Bank's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)); and
- (ii) the available balance in the transacting account being sufficient to cover both the amount of the intended withdrawal and the said charges.

The Bank may by notification vary the charges from time to time at its absolute discretion.

#### BUSINESS DEPOSIT CARD (BDC)

This service is subject to the following terms and conditions :-

a ` Definitions

- (i) 'BDC' means an electronic teller card issued by the Bank for the purpose of depositing cash or cheques via ECDM or QSM and includes any replacement thereof and 'BDCs' is the plural of such term;
- (ii) 'ECDM or QSM' means the Bank's (Online) Express Cash or Cheque Deposit Machines;
- (iii) 'Nominated Account' means the Customer's current account with the Bank which the Customer has designated and the Bank has agreed should be the account in respect of which the cash or cheque deposit transactions are effected;
- (iv) 'Nominated User(s)' means any person(s) nominated and authorised by the Customer to receive and use a BDC.

b ` All Nominated Users act as agents of the Customer when using a BDC. The Customer will ensure that each Nominated User is aware of and complies with these terms and conditions.

c ` The Customer shall be liable for all transactions processed by means of a BDC whether or not they are carried out by the Customer or its Nominated Users.

d ` The Customer hereby agrees that:

- (i) A BDC may be sent to the Customer by courier or registered post (not being AR registered post) and may be regarded by the Bank as having been duly received by the Customer in good order;
- (ii) The Bank shall not incur any liability to the Customer or be responsible for any loss or damage whatsoever suffered by the Customer howsoever caused if the BDC is not in fact so received or otherwise in connection with the despatch or delivery of the BDC by registered mail;
- (iii) In the event that a BDC is to be collected by a person authorised by the Customer, delivery of the BDC by the Bank to a person identifying himself as the authorised person to collect the BDC on the Customer's behalf, shall be deemed good delivery to the Customer;
- (iv) BDCs are not transferable and the Customer shall ensure that each BDC is used only by the Nominated User;

- (v) The Customer shall provide the Bank with such documents and information regarding the Nominated Users, the Nominated Account and BDCs as the Bank may from time to time request;
  - (vi) The Customer shall co-operate fully with the Bank in the event of any investigation or litigation relating to any BDC or its use.
- e ` A maximum of three (3) BDCs may be issued for each Nominated Account. Where the Customer does not use a particular BDC for one year, the validity of that unused BDC will lapse (but the other BDCs, if any, that have been used will continue to be valid) and the Customer will have to apply for a new BDC in replacement of the lapsed BDC. The replacement charge will be debited to the account on which the card was issued, i.e. the Nominated Account.
- f ` The Customer shall, during office hours, notify the Manager of the branch of the Bank at which the Nominated Account is maintained or, if outside office hours, the Bank's ATM Centre, immediately by telephone (and provide written confirmation promptly thereafter) in the event that a BDC is lost, stolen or used by someone other than the Nominated User.
- Upon receiving any such notification by telephone from a person purporting to be a representative of the Customer, the Bank shall cancel the relevant BDC without waiting for written confirmation. In such circumstances the Customer will be responsible for any transactions effected with the relevant BDC prior to actual cancellation of the BDC by the Bank. The Bank shall have no obligation to check that the person notifying the Bank is in fact an authorised representative of the Customer. Once telephone notification of such an event has been given to the Bank it may not be withdrawn. The Bank's record of the time of the Customer's telephone notification of any such event shall be conclusive evidence of the time at which the Bank was actually notified.
- g ` Without prejudice to the provisions of paragraph (f) herein, the Customer shall notify the Bank in writing if it requires the Bank to cancel a BDC.
- h ` The Bank may at any time without assigning any reason thereof:
- (i) withdraw, suspend or cancel any BDC; and/or
  - (ii) vary the daily and monthly amounts that may be deposited with BDC; without in any such case incurring any liability whatsoever to the Customer.
- i ` In the event that a BDC is used in an ECDM or QSM after it has been withdrawn, suspended or cancelled it will be automatically withheld by the ECDM or QSM and will not be restored to the Customer.
- j ` All replacement BDCs and new BDCs issued at the Customer's request shall be issued at the Bank's discretion and shall be subject to the terms and conditions in force at such time. The Bank may charge such fee for issuing and replacing BDCs as it may determine from time to time and may debit such fees from the Nominated Account or any other account(s) of the Customer held with the Bank from time to time.
- k ` Any transaction slip issued by ECDM or QSM on making deposit shall only represent what the Nominated User purports to have deposited and shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's account(s) with the Bank.
- l ` In the event that:

- (i) any application or petition shall be presented or any order shall be made by a competent court or other appropriate authority or any resolution shall be passed for bankruptcy, liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, judicial manager, trustee, official assignee or similar official of the Customer; or
- (ii) a distress or execution shall be levied or enforced or sued out against any of the Customer's chattels, properties or assets; or
- (iii) (in a case where the Customer is a company) the Company is dissolved; or
- (iv) the Nominated Account is closed;

the Bank shall cease to be bound by these terms and conditions (but without prejudice to its rights against the Customer pursuant thereto) and shall be entitled to immediately terminate all BDC(s). The Customer shall forthwith return all BDC(s) to the Bank.

- m ` Any notice or other communication given by the Customer to the Bank pursuant to these terms and conditions by any means shall be confirmed in writing and delivered personally or by prepaid letter to the branch of the Bank at which the Nominated Account is maintained and (save as provided in paragraph (f) ) shall be effective only on receipt of such written notice.
- n ` The use of BDCs by the Nominated Users shall also be subject to the prevailing terms and conditions governing the operation of the Nominated Account. In the event of any inconsistency between these terms and conditions and the rest of these Specific Terms & Conditions, these terms and conditions shall prevail.
- o ` In the event that the Customer is a partnership or other unincorporated body of persons the liability of all the partners or all the persons comprised in the relevant body of persons shall be joint and several.

#### BUSINESS SMS ALERT (BSA)

This service is subject to the following terms and conditions :-

- a ` Definitions
  - (i) 'Application Form' means the Business SMS Alert (BSA) application form provided by the Bank to the Customer for the purpose of applying for BSA.
  - (ii) a 'banking day' and 'normal banking hours' means, unless otherwise specified by the Bank, a banking day and the normal banking hours of the Bank's main branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur.
  - (iii) 'Fixed Information' means Bursa Malaysia stock price(s); the Bank's directory for branch locations; the Bank's commercial banking telephone hotline numbers; and such other information which may be included from time to time.
  - (iv) 'Information' means any financial, market or other information and data, including but not limited to information on the Customer's account(s) with the Bank and Fixed Information, supplied by the Bank or any Information Provider and made available to the Customer through BSA.

- (v) 'Information Provider' means any person, other than the Bank, who supplies the Information and includes any person who supplies any information to an Information Provider.
  - (vi) 'Nominated User' means any person nominated and authorised by the Customer to use BSA. A Nominated User acts as an agent of the Customer when using BSA. The Customer will ensure that the Nominated User is aware of and complies with these terms and conditions.
  - (vii) 'SMS' means short messaging service via mobile phone.
- b ` All mobile phone messaging under BSA is not conclusive and formal verification with the Bank is recommended. The Bank will not be held liable for any inaccuracies that may arise and/or any damage, losses and costs that the Customer may suffer resulting from such inaccuracies.
  - c ` Subject to paragraph (k), for transactions performed during normal banking hours, the message will be broadcasted on the same day. However, for transactions performed after normal banking hours, the message will be broadcasted on the following banking day. For transactions performed after normal banking hours, which is followed by public holiday(s) or non-banking day(s), as the case may be, the message will be broadcasted on the following banking day.
  - d ` The Customer will not receive any notification for cash transactions and any other transactions, except for those transactions mentioned in the Application Form.
  - e ` The Customer may request for and be provided with Fixed Information through BSA. The Customer is liable for all charges that may be incurred as a result of requesting for the Fixed Information including, without limitation, all charges imposed by the Mobile Network Operator.
  - f ` Due to the nature of BSA and circumstances beyond the Bank's control, the Bank does not warrant that the information provided through BSA (in particular, Fixed Information on Bursa Malaysia stock price(s) provided by third parties) is accurate or error-free. The Customer shall not hold the Bank responsible or liable for any direct or consequential loss arising from the use of such information.
  - g ` No information provided through BSA shall be regarded as an offer or invitation by the Bank to buy or sell any goods, products, services or securities nor is such information intended to directly or indirectly offer investment, legal, accounting, tax or financial advice to any party.
  - h ` The Customer may request to terminate the use of BSA by giving the Bank thirty (30) days' written notice.
  - i ` The Customer shall abide and be bound by the instructions and/or procedures of the Bank for the use of BSA. The Customer shall have no claim, recourse or remedy against the Bank for any loss, damage and expense incurred by the Customer arising from any non-compliance by the Customer with such instructions and/or procedures.
  - j ` The Customer agrees at all times, in addition to complying with these terms and conditions, to exercise due diligence and good faith in using BSA. Should the Bank be of the opinion that the Customer or its Nominated User has in any way breached these terms and conditions, the Bank shall have the right to, without further notice, to suspend or terminate the use of BSA by the Customer and its Nominated User.

- k ` The Customer agrees and acknowledges that its Nominated User may receive a significant number of SMS messages transmitted at any time when the Customer agrees to subscribe for BSA. The Customer further agrees that the Customer shall not bring any action against the Bank for any disturbance, loss or damage caused to the Customer or its Nominated User in connection with the receipt of the SMS messages.
- i ` The Customer shall not hold the Bank responsible or liable for any loss or damage which the Customer may incur or suffer directly or indirectly arising out of or in connection with BSA due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, terminal connection lines, data processing system or transmission lines whether or not belonging to the Bank, including but not limited to that of the telecommunication company providing the telecommunication connectivity, or any circumstances beyond the Bank's control.
- m ` The Customer irrevocably agrees to indemnify the Bank and keep the Bank indemnified against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of the Bank agreeing to provide BSA to the Customer and/or acting on any instruction or authorization received by the Bank via BSA where such instruction or authorisation purportedly emanates from the Customer or its Nominated User.
- n ` The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing BSA save that the Customer may choose not to make disclosures that are not mandatory. The classification of mandatory information required from the Customer will be decided at the sole discretion of the Bank.
- o ` If the Customer suspects any impropriety on the part of its Nominated User in connection with BSA or the Nominated User ceases to be the Customer's agent, the Customer must immediately take all steps available to ensure that the Nominated User is unable to access BSA. The Customer further undertakes to notify the Bank in writing immediately to terminate such Nominated User's access to BSA.
- p ` The Customer shall be fully liable and responsible for all consequences arising from or in connection with the use of BSA and/or access to any Information as a result of such use.
- q ` The Bank shall not be under any duty to verify the identity of the person receiving the Information displayed on the Nominated User's mobile phone screen, which mobile phone number is as registered by the Customer with the Bank in the Application Form and/or as may be updated from time to time by the Customer via BSA and the Customer acknowledges that any such Information disclosed shall be deemed to have been made solely to the Customer.
- r ` The Bank shall levy a monthly service charge of such amount as stated in the Bank's Tariff and Charges (a copy of which can be downloaded from the Bank's website) after any applicable free trial period as indicated in the Application Form, for each account with BSA. The Bank also reserves the right at its absolute discretion to vary the said monthly service charge from time to time. The Customer authorises the Bank to debit any of the Customer's accounts with the said monthly service charge.

- s ` If new features are introduced by the Bank under BSA, they may be provided on supplementary terms which will be notified to the Customer from time to time in accordance with these terms and conditions.
- t ` The Bank may at any time appoint one or more agents to provide all or any part of BSA and references to the Bank will include references to such agents, as the circumstance warrants so. The Customer agrees that such parties shall have the benefit of any provisions of these terms and conditions which limit the Bank's liability.
- u ` 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 these terms and conditions.
- v ` All notices and advices to be given by the Bank to the Customer under these terms and conditions may be given in writing, electronically or through BSA. All such notices and advices will be deemed to have been received by the Customer:
  - (i) in the case of personal delivery, at the time of personal delivery or on leaving it at the last address provided by the Customer notwithstanding the subsequent return of such notices and advices;
  - (ii) in the case of posting, three (3) days from posting/despatch to the last address provided by the Customer notwithstanding the subsequent return of such notices and advices; and
  - (iii) in the case of electronic delivery (where sent by facsimile transmission, telex, email or SMS) immediately after transmitting to the facsimile number, telex number, email address or mobile phone number last notified in writing by the Customer to the Bank.
- w ` Except where these terms and conditions or the Bank's Client Charter (available on the Bank's website) specifically provide for the manner of giving notice, all notices and communications from the Customer to the Bank (such as instructions to close any account(s) with the Bank) shall be in writing and shall be delivered by post or by hand to the Bank.
- x ` The Bank and the Customer agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. The Customer confirms that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled have consented to such transmission, processing or other handling under these terms and conditions in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The Customer agrees that it will obtain such consent by getting all such employees and other persons to sign an appropriate consent in writing and, upon request, to provide to the Bank copies of all such consents. The Customer further agrees to indemnify and hold the HSBC Group harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
- y ` The use of BSA shall also be subject to the prevailing terms and conditions governing the operation of the accounts. In the event of any inconsistency between these terms and conditions and the rest of these Specific Terms & Conditions, these terms and conditions shall prevail.

#### BUSINESS TELEPHONE BANKING (BTB)

This service is subject to the following terms and conditions:-

a ` Definitions

- (i) 'Authorised Delegate' means any person nominated and authorised from time to time by the Customer to use BTB to, inter alia, issue Instructions. An Authorised Delegate acts as an agent of the Customer when using BTB. The Customer will ensure that the Authorised Delegate is aware of and complies with the BTB Terms.
- (ii) 'Authorised Signatory' means the person or one of the persons named in the Customer's Mandate as being authorised to give the various instructions referred to under paragraph (l) of these terms and conditions.
- (iii) a 'banking day' and 'normal banking hours' means, unless otherwise specified by the Bank, a banking day and the normal banking hours of the Bank's branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur.
- (iv) 'BTB Terms' means these terms and conditions, as may be amended from time to time by the Bank.
- (v) 'Business Telephone Banking' or 'BTB' means the services provided by the Bank as described in paragraph (b) of these terms and conditions.
- (vi) 'Customer's Mandate' means the relevant board of directors' resolution (if Customer is a company), or the relevant partnership resolution (if Customer is a partnership), or the relevant governing body's resolution (if Customer is a registered society, association or club).
- (vii) 'Information' means any financial or other information and data made available by the Bank to the Customer through BTB.
- (viii) 'Instruction' means any request or instruction that is received from the Customer by the Bank through BTB.
- (ix) 'PBN' or 'Personal Banking Number' means the unique identifier issued to each Authorised Delegate in connection with BTB.
- (x) 'PIN' or 'Personal Identification Number' means a sequence of numbers issued to or adopted by any Authorised Delegate for accessing BTB or executing Instructions through BTB.

b ` BTB

- (i) The Bank shall provide, subject to the BTB Terms and any other applicable rules and regulations, services for operation of the accounts whereby the Customer can communicate with the Bank by means of a push button tone telephone in order to give Instructions for banking transactions and to obtain Information from the Bank.
- (ii) The Bank has the right to determine and vary from time to time the scope and type of BTB to be made available including, without limitation: -
  - expanding, modifying or reducing BTB at any time;
  - imposing and varying any restrictions on the use of BTB such as minimum and maximum daily limits with respect to the value of any banking

transaction which the Customer may conduct by using BTB; and

- prescribing and changing the normal service hours during which BTB is available and any daily cut-off time for any type of BTB transactions. Any Instructions received by the Bank after any applicable daily cut-off time may be processed on the same day or latest by the next banking day.
- (iii) The Customer agrees at all times, in addition to complying with the BTB Terms, to exercise due diligence and good faith in using BTB. Should the Bank be of the opinion that the Customer or its Authorised Delegates have in any way breached the BTB Terms, the Bank shall have the right to, without further notice, suspend or terminate the use of BTB by the Customer and/or any one or more of its Authorised Delegates.
- (iv) The Customer's use of BTB through its Authorised Delegates is governed by the BTB Terms and shall also be subject to the prevailing terms and conditions governing the operation of the accounts. In the event of any inconsistency between the BTB Terms and the rest of these Specific Terms & Conditions, the BTB Terms shall prevail.

c` Registration Procedure, PBN and PIN

- (i) Each Authorised Delegate will be issued with a PBN and a PIN.
- (ii) The PBN and PIN shall be sent at separate intervals and may be sent to the Customer and/or Authorised Delegate by post or in any manner as so decided by the Bank from time to time. Any person collecting the PBN and/or PIN on behalf of the Customer and/or Authorised Delegate and purporting to be duly authorized by the Customer and/or Authorised Delegate shall be deemed by the Bank to be so authorised.
- (iii) The Bank shall not be liable for any loss, damage or expense incurred by the Customer and/or Authorised Delegate howsoever caused if the PBN and/or PIN is not in fact received by the Customer and/or Authorised Delegate.
- (iv) The Customer and each Authorised Delegate shall act in good faith, exercise reasonable care and diligence in keeping the PBN and PIN in secrecy. At no time and under no circumstances shall the Customer and each Authorised Delegate disclose the PBN and/or PIN to any other person.
- (v) The Customer shall be fully responsible for any accidental or unauthorized disclosure of the PBN and/or PIN to any other person and shall bear the risks of the PBN and/or PIN being used by unauthorised persons or for unauthorized purposes.
- (vi) Upon notice or suspicion of the PBN and/or PIN being disclosed to any unauthorised person or any unauthorised use of BTB being made, the Customer shall notify the Bank as soon as practicable by telephone at such telephone number(s) as the Bank may from time to time prescribe (and promptly thereafter provide written confirmation of the details given) and, until the Bank's actual receipt of such telephone notification, the Customer shall remain responsible for any and all use of BTB by unauthorised persons or for unauthorised purposes.
- (vii) Upon receipt by the Bank of telephone notification of lost or compromised PBN and/or PIN, the Bank shall be entitled to suspend and/or terminate BTB in respect of the Customer's account(s) and/or to cancel the PBN and/or PIN.

The Customer and/or Authorised Delegate may be issued a fresh PBN and/or PIN at the Bank's discretion.

d ` Instructions

- (i) Each Authorised Delegate is required to key-in the PBN and PIN (and/or any other identifiers as shall be prescribed by the Bank from time to time) in order to use BTB. The Bank will only accept an Instruction if it has been effected through BTB using the PBN and PIN (and/or any other identifiers as shall be prescribed by the Bank from time to time).
- (ii) The Customer requests and authorises the Bank to treat all apparently valid Instructions received by the Bank through BTB as instructions properly authorised by the Customer, even if they conflict with the terms of any other mandates given by the Customer at any time concerning its accounts or affairs. Subject to the Bank's obligations in paragraph (d)(i) above, the Bank shall be under no other obligation to check the identity or authority of the person or persons giving the Instructions.
- (iii) The Customer is responsible for the accuracy and completeness of Instructions and for ensuring that the Instructions will achieve the Customer's intended purpose. The Bank is not liable for any loss or delay where the contents of an Instruction are inaccurate or incomplete.
- (iv) Any Instruction given in connection with BTB by keying-in the PBN and PIN (and/or any other identifiers as shall be prescribed by the Bank from time to time), once given, may not be rescinded or withdrawn without the consent of the Bank. All such Instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer through its Authorised Delegates or by any other person purporting to be the Authorised Delegates. The Bank 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 PBN and PIN (and/or any other identifiers as shall be prescribed by the Bank from time to time) of the Authorised Delegates.
- (v) The Customer agrees and accepts that:-
  - all banking transactions effected by the Bank, any member of the HSBC Group and/or any third party for the Bank pursuant to any Instruction shall be binding on the Customer in all respects;
  - when the Customer executes any fund transfer to a third party beneficiary account held with any of the Bank's branches in Malaysia or with another financial institution, the Customer's account number and the amount remitted will appear in the transaction details notified to the third party beneficiary. The Customer also authorises 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; and
  - the Bank is not liable for any failure by any third party with which the Customer has accounts or any other third party to execute or for any delay or other shortcoming of any such party when executing the Bank's instructions to them howsoever caused.
- (vi) In the event that the Customer requests the Bank to cancel or modify any Instruction, the Bank will make all reasonable efforts to comply with the

Customer's request. However, the Bank is not liable for any failure to cancel or modify the Instruction if such a request is received at a time or under circumstances that render the Bank unable to comply with the Customer's request.

- (vii) The Bank is entitled to debit the Customer's accounts, wherever they are situated and whenever they are opened, with any amounts that the Bank has paid or incurred in accordance with an Instruction.
- (viii) The Bank may, in its absolute discretion and without liability, refuse to act on or delay acting on an Instruction if:
  - it is a request or instruction the effect of which would be to exceed a limit imposed by the Bank upon the Customer generally or by the Customer upon the Authorised Delegate in question;
  - the Bank knows of or suspects a breach of security in respect of or in connection with the operation of one or more of the Customer's accounts or BTB generally; or
  - the Bank has terminated BTB in respect of the Customer's account(s) pursuant to paragraph (m) hereof.
- (ix) In the event that the Bank does not act on or delay acting on an Instruction pursuant to paragraph (d)(viii) above, the Bank shall notify the Customer of this as soon as is reasonably possible.
- (x) A banking 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 even though BTB may be accessible outside such hours.
- (xi) Any exchange rate, indicative profit rate and other information quoted by the Bank through BTB is for reference only and is not binding. Any rate and information offered by the Bank for the purpose of the relevant banking transaction shall be binding on the Customer upon the Customer confirming acceptance irrespective of any different rate or information quoted by the Bank for other purposes or transactions.

e ` BTB Recordings

- (i) All telephone calls via BTB will be recorded and these recordings shall be and remain the Bank's sole property. The Bank's recordings will be conclusive evidence of the Customer's dealings with the Bank in connection with BTB and be binding on the Customer.
- (ii) Subject to the applicable laws of evidence, the Customer agrees not to object to the admission of the Bank's recordings as evidence in legal proceedings because such recordings are not originals or, are not in writing.
- (iii) Where the Customer gives the Bank an Instruction or request a banking transaction through BTB, the Customer 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 Exchange Control Regulations of Malaysia) and any relevant authority.

f ` Service Interruption

- (i) The Bank may (but is not obliged to) suspend any service provided to the Customer under BTB without notice where the Bank considers it necessary or advisable to do so, for example, the Bank may do so when:
- the Bank suspects a breach or a potential breach of security; or
  - the Customer fails to take reasonable care to ensure the security of the Customer's use of BTB; or
  - the Bank needs to suspend BTB for routine, non-routine or emergency maintenance or other reasons.
- (ii) The Bank will use reasonable efforts to inform the Customer if any service under BTB is not available. In the event that the Bank has levied any charge on the Customer which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt shall not mean any periodic fee charged for BTB as a whole) then the Bank will reimburse the Customer this sum. Other than reimbursing the aforesaid sum, the Bank will have no further liability to the Customer.

g ` Customer's Information

The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing BTB save that the Customer may choose not to make disclosures that are not mandatory.

h ` Security Provisions

- (i) The Customer and all its Authorised Delegates agree to comply with the BTB Terms and any other reasonable instructions or recommendations the Bank may issue to the Customer regarding telephone banking security. The Customer agrees that it is the Customer's sole responsibility to regularly review security arrangements and controls concerning access to, and use of, BTB, in particular the Customer and any of its Authorised Delegates' control of the PBN and/or PIN and access to BTB.
- (ii) The Customer agrees to ensure that each of its Authorised Delegates complies with the BTB Terms and any security procedures mentioned or referred to in it.
- (iii) The Customer must ensure that its Authorised Delegates keep their PBN and PIN secure and secret at all times and take steps to prevent unauthorised use of the same. For example, the Authorised Delegates must:
- never write or otherwise record their PBN and PIN in a way that can be understood by someone else;
  - never reveal their PBN and PIN to anyone else including, without limitation, the Bank's employees and any third parties providing account aggregation services;
  - destroy any advice from the Bank concerning their PBN and PIN promptly after receipt;
  - avoid PINs which may be easy to guess;

- inform the Bank immediately if they believe that a third party may have seen or have had access to their PBN and/or PIN;
  - ensure that they are not overlooked by anyone or monitored by closed circuit TV and must avoid allowing anyone to identify the keys they are pressing while keying-in to BTB;
  - change their PINs on a regular basis and not alternate between PINs; and
  - keep their PBN and PIN in a safe place at all times.
- (iv) The Customer and/or its Authorised Delegates must notify the Bank immediately of the following:
- any unauthorised access to BTB or any unauthorised transaction or Instruction which the Customer or any of its Authorised Delegates know of or suspect; or
  - if the Customer suspects someone else knows the PBN and/or PIN of one or more of the Authorised Delegates.

In the event of any such breach or suspected breach of security the Customer must ensure that all its Authorised Delegates change their PINs immediately to ones which they have not used before.

- (v) Once the Customer has notified the Bank of any unauthorised access to BTB or unauthorised Instruction or that the Customer suspects someone else knows the PBN and/or PIN of one or more of the Authorised Delegates, the Customer will not be responsible for any unauthorised Instructions carried out after the Bank has had reasonable time to suspend BTB in respect of the Customer's account(s) unless the Bank can show the Customer has acted fraudulently.
- (vi) The Customer hereby agrees to comply immediately with all reasonable requests for assistance from the Bank and/or the police in trying to recover any losses or identify actual or potential breaches of security. The Bank may disclose information about the Customer or its account to the police or other third parties if the Bank thinks it will help prevent or recover losses.
- (vii) If the Customer suspects any impropriety on the part of any Authorised Delegate in connection with BTB or an Authorised Delegate ceases to be the Customer's agent, the Customer must immediately take all steps available to ensure that the Authorised Delegate is unable to access BTB. The Customer further undertakes to notify the Bank immediately in writing to terminate such Authorised Delegate's access to BTB.

i` Customer's Liabilities

- (i) The Customer shall be fully liable and responsible for all consequences arising from or in connection with the use of BTB and/or access to any Information as a result of such use by the Customer.
- (ii) The Customer will be responsible for all losses (including the amount of any banking transaction carried out without the Customer's authority) if the Customer has acted negligently so as to facilitate any unauthorised banking transaction(s), or the Customer has acted fraudulently. For the purposes of this paragraph (i), negligence shall be deemed to include failure to observe

any of the Customer's security duties referred to in the BTB Terms including, without limitation, those set out in paragraph (h).

- (iii) The Customer shall indemnify and keep indemnified the Bank, any member of the HSBC Group and the 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 the Bank or any of them; and all actions or proceedings which may be brought by or against the Bank or any of them in connection with the provision of BTB or the exercise or preservation of the Bank's powers and rights under the BTB Terms, UNLESS such liabilities, actions etc. were caused by the gross negligence or wilful default of the Bank, any member of the HSBC Group, or the respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.
- (iv) The Customer shall fully co-operate with the Bank in fraud investigations. Any failure to co-operate or withholding of information by the Customer will be deemed to be a breach of the BTB Terms and the Bank will not be liable for all losses in the event the Customer is unable to prove that the Customer is not a party to the fraud.

j` Bank's Liabilities

- (i) The Bank will take reasonable care to ensure that any Information provided to the Customer by BTB is an accurate reflection of the information contained in the Bank's computer systems.
- (ii) Unless due to the gross negligence or wilful default of the Bank, any member of the HSBC Group or the 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 or the respective officers or employees assume(s) any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:-
  - use of BTB and/or access to any Information as a result of such use by the Customer or any other person whether or not authorised;
  - disclosure to any unauthorised person of any of the Authorised Delegates' PBN and/or PIN and/or any advices concerning their PBN and/or PIN whilst the same are in transit to them;
  - breach of any provisions of the BTB Terms or failure to exercise due care in using BTB by the Customer or the Authorised Delegates;
  - the Bank acting on any Instruction (whether authorised or unauthorised by the Customer) or the Bank's misunderstanding or misinterpreting any Instruction, provided that the Bank had acted in good faith;
  - any interruption, suspension, delay, unavailability or other failure in providing BTB, in transmitting Instructions or Information caused by any acts, omissions or circumstances beyond the Bank's reasonable control including, without limitation, failure of any communication network, act or omission of any third party, 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);

- fraud or dishonest conduct of any third party including without limitation telephone scams;
  - disclosure of the Customer's information to any third party including, without limitation, the Central Credit Bureau;
  - the Customer's information being incorrect, erroneous or misstated howsoever caused including, without limitation:-
    - omission, misstatement, negligence (not being gross negligence) or default (not being wilful default) on the Bank's part or on the part of any member of the HSBC Group, any third party or the respective officers or employees;
    - interruption or error; or
    - delay in updating or notifying any changes to the Customer's information; and
  - reliance by the Customer, the Authorised Delegates or any third party on the Customer's information which is incorrect, erroneous or misstated.
- (iii) In no event shall the Bank or any member of the HSBC Group or any third party 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.
- (iv) The Bank is not obliged to monitor the Customer's use of BTB for any failure by the Customer to carry out the Customer's obligations under the BTB Terms including the Customer's security duties under paragraph (h) above or to notify the Customer of any such failure.
- (v) Continued provision of BTB when the Customer is in breach of the BTB Terms, whether or not the Bank has knowledge of such breach, shall not prejudice or constitute a waiver of the Bank's rights under the BTB Terms (including without limitation paragraph (i) above) which shall remain in full force and effect.

k` Fees, Supplementary Terms, Suspension / Cancellation of BTB

- (i) The Customer agrees to pay the Bank's scale of charges (if any) for providing BTB as the Bank shall advise the Customer from time to time. The Bank reserves the right to charge fees in relation to the use and/or termination of BTB in respect of the Customer's account(s). The Bank may vary the Bank's charges and the frequency and dates of payment on giving the Customer not less than thirty (30) days' notice. These charges are in addition to any charges for particular banking or other services which the Bank might provide in response to the Customer's Instructions through BTB.
- (ii) The Customer is liable for the telephone charges as a result of the use by the Customer of BTB.
- (iii) The Customer authorises the Bank to debit any of the Customer's accounts with any charges for providing BTB.

- (iv) If new features are introduced by the Bank under BTB, they may be provided on supplementary terms which will be notified to the Customer from time to time in accordance with the BTB Terms.
- (v) The Bank may modify the BTB Terms (other than in the case of any variations to the Bank's charges) by giving notice to the Customer. The Customer's continued access to and use of BTB after such modifications have been notified to the Customer shall constitute the Customer's acceptance of the same.
- (vi) The Bank reserves the right to cancel, terminate or suspend BTB with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by the Bank of BTB shall not entitle the Customer to any claim for compensation against the Bank in respect of any and all losses or damage suffered or incurred by the Customer as a direct or indirect result of the act of cancellation, termination or suspension.

l` Authority and Indemnity

- (i) The Customer requests and authorises the Bank from time to time to act upon written instructions or requests to the Bank concerning the administration of BTB, when signed or purported to be signed by its Authorised Signatory(ies). Such instructions and requests may include, without limitation, the giving by the Customer to the Bank of requests to :-
  - (a) remove or replace any Authorised Delegate;
  - (b) reset any PINs; or
  - (c) take any action to promote the continued and orderly operation of BTB.
- (ii) Where any written instruction or request referred to in paragraph (l)(i) above is sent by facsimile transmission, the Customer requests and authorises the Bank from time to time without further authority or notice from the Customer to act upon such instruction or request. In addition the Customer agrees that the Bank shall not be liable to the Customer or any third party for any loss or damage suffered by the Customer or any third party arising from the facsimile transmission being unauthorised or fraudulent and the Customer agrees to keep the Bank fully indemnified against any claims or demands arising therefrom.
- (iii) Notwithstanding paragraph (l)(ii) above, the Bank shall be entitled to refuse to act on any written instruction or request referred to in paragraph (l)(i) above which is sent by facsimile transmission. The Bank agrees however to use reasonable endeavours to inform the Customer if the Bank refuses to so act.
- (iv) The Bank shall not be liable for any losses arising as a result of any delays when acting in accordance with written instructions howsoever given pursuant to this paragraph (l).

m` Termination

- (i) Either the Bank or the Customer may terminate BTB in respect of the Customer's account(s) on not less than two (2) banking days' notice to the other party.
- (ii) Either the Bank or the Customer may also terminate BTB in respect of the Customer's account(s) with immediate effect by notice to the other, if the other party commits a material breach of the BTB Terms or becomes

insolvent under the laws of any applicable jurisdiction.

- (iii) Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of the BTB Terms (including, without limitation, paragraphs (i)(iii) and (l)(ii) ) which is intended to continue to apply even after termination.
- (iv) Upon termination of BTB in respect of the Customer's account(s), all provisions of the BTB Terms which in order to give effect to their meaning need to survive termination, shall remain in full force and effect. Notwithstanding termination, both the Bank and the Customer shall continue to be bound by the BTB Terms to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

n` Force Majeure

Neither the Bank nor the Customer will be liable for delay in performing or failure to perform any of its obligations under the BTB Terms which is caused by circumstances beyond its reasonable control, including, without limitation, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the BTB Terms and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

o` Agencies and Notices

- (i) The Bank may at any time appoint one or more agents to provide all or any part of BTB and references to 'the Bank' will include references to such agents. The Customer agrees that such parties shall have the benefit of any provisions of the BTB Terms which limit the Bank's liability.
- (ii) 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 BTB Terms.
- (iii) All notices and advices to be given by the Bank to the Customer under the BTB Terms shall be given in writing. All such notices and advices will be deemed to have been received by the Customer:
  - in the case of personal delivery, at the time of personal delivery or on leaving it at the last address provided by the Customer notwithstanding the subsequent return of such notices and advices;
  - in the case of posting, three (3) days from posting/despatch to the last address provided by the Customer notwithstanding the subsequent return of such notices and advices; and
  - in the case of posting on the Bank's internet site, by display and/or advertisement in newspapers, immediately after such posting, display and/or advertisement by the Bank.
- (iv) Unless otherwise specifically provided in the BTB Terms, all notices and communications from the Customer to the Bank (such as instructions to close any account(s) with the Bank) shall be in writing and shall be delivered by

post or by hand to the Bank.

## BUSINESS INTERNET BANKING (BIB)

This service is subject to the following terms and conditions :-

### a ` Definitions

- (i) a 'banking day' and 'normal banking hours' means, unless otherwise specified by the Bank, a banking day and the normal banking hours of the Bank's branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur.
- (ii) 'Authorised Delegate' means any of the Primary User(s) or Secondary Users who are authorised from time to time by the Customer to use BIB to, inter alia, issue Instructions.
- (iii) 'Authorised Signatory' means the person or one of the persons named in the Customer's Mandate as being authorised to give the various instructions referred to under paragraph (o) of these terms and conditions.
- (iv) 'Business Internet Banking' or 'BIB' means the services provided by the Bank as described in paragraph (b) of these terms and conditions.
- (v) 'BIB Terms' means these terms and conditions, the Disclaimer and Internet Privacy Statement (available on the Internet Site), the Bank's Client Charter (available on the Internet Site) and the User Guide (including the Security Device Guides and 'Your Guide to Business Internet Banking') and any supplementary terms which the Bank shall notify the Customer of under paragraph (n)(iv) of these terms and conditions.
- (vi) 'Customer's Mandate' means the relevant board of directors' resolution (if Customer is a company), or the relevant partnership resolution (if Customer is a partnership), or the relevant governing body's resolution (if Customer is a registered society, association or club).
- (vii) 'Information' means any financial, market or other information and data supplied by the Bank or any Information Provider and made available to the Customer through BIB.
- (viii) 'Information Provider' means any person, other than the Bank, who supplies the Information and includes any person who supplies any information to an Information Provider.
- (ix) 'Instruction' means any request or instruction that is received from the Customer by the Bank through BIB.
- (x) 'Institution' means (i) any member of the HSBC Group (other than the Bank) and (ii) any third party financial institution which the Customer has notified to the Bank should be treated as an Institution for the purposes of BIB.
- (xi) 'Internet Site' means any internet site established, operated and/or maintained by the Bank or on the Bank's behalf to facilitate the provision of BIB.
- (xii) 'Online' means by way of internet access to BIB through any Internet Site(s).
- (xiii) 'Password' is the 6 to 8 character alpha-numeric password adopted by any

Authorised Delegate for accessing BIB or executing Instructions through BIB.

- (xiv) 'Primary User' means the Authorised Delegate(s) entrusted with responsibility for the initial BIB portfolio registration, authorised by the Customer to register the Secondary User(s) for BIB through an online function in the BIB menu and the Customer's on-going use of BIB as described in the User Guide.
- (xv) 'Reports' means reports compiled from the Information in any form, medium or means.
- (xvi) 'Secondary User' means the Authorised Delegate(s) authorised by the Customer or registered/appointed by the Primary User(s) to use BIB to, inter alia, issue Instructions.
- (xvii) 'Security Code' means the one-time password generated by the Security Device.
- (xviii) 'Security Device' means an electronic device used to generate the Security Code.
- (xix) 'User Guide' means the guidance and information set out on screen in the 'Help' pages of BIB and all other customer guides (including the Security Device Guides and 'Your Guide to Business Internet Banking') mentioned in these terms and conditions and other guidance issued from time to time by the Bank in connection with BIB, and as may be amended from time to time.
- (xx) 'User ID' or "Internet Banking ID" means the unique identifier, by whatever name called, which is issued to each Authorised Delegate in connection with BIB.

b` BIB

- (i) The Bank shall provide, subject to the BIB Terms, Online services and facility from time to time through any Internet Site to enable the Customer to give Instructions to and communicate with the Bank for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, goods, benefits and privileges from the Bank and, subject to the approval of the relevant authorities/regulators, any member of the HSBC Group or any person as the Bank may consider necessary (the "third party" which expression shall, where the context allows or requires, include a third party service provider). As part of BIB, the Bank may make available via any Internet Site, the Information and may provide Reports.
- (ii) The Bank has the right to determine and vary from time to time the scope and type of BIB to be made available including, without limitation: -
  - expanding, modifying or reducing BIB at any time;
  - imposing and varying any restrictions on the use of BIB such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using BIB; and

- prescribing and changing the normal service hours during which BIB is available and any daily cut-off time for any type of BIB transactions. Any Instructions received by the Bank after any applicable daily cut-off time may be processed on the same day or latest by the next banking day. The Bank may specify a banking day and daily cut-off time by reference to the time of various markets operating in different time-zones.
- (iii) No information provided through BIB shall be regarded as an offer or solicitation by the Bank to sell investments or make deposits in any jurisdiction other than Malaysia nor are such information intended to directly or indirectly offer investment, legal, accounting, tax or financial advice to any party.
  - (iv) The Customer agrees at all times, in addition to complying with the BIB Terms, to exercise due diligence and good faith in using BIB. Should the Bank be of the opinion that the Customer or its Authorised Delegates have in any way breached the BIB Terms, the Bank shall have the right to, without further notice, suspend or terminate the use of BIB by the Customer and/or any one or more of its Authorised Delegates.

c` Registration Procedure, User ID, Password and Security Code

- (i) Each Authorised Delegate will be issued with a User ID and a Password notified to them directly but at separate intervals.
- (ii) Authorised Delegate shall follow the guidance provided Online by the Bank in designating the User ID and the Password for identifying the Customer for the purposes of BIB.
- (iii) The Bank may, in its sole discretion require a Customer to use a Security Code to access BIB in the event of which 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.
- (iv) The Customer and each Authorised Delegate shall act in good faith, exercise reasonable care and diligence in keeping the User ID, the Password, the Security Device and/or the Security Code in secrecy. At no time and under no circumstances shall the Customer and each Authorised Delegate disclose the User ID, the Password and/or the Security Code to any other person or permit the Security Device to come into the possession or control of any other person.
- (v) The Customer shall be fully responsible for any accidental or unauthorised disclosure of the User ID, the Password, the Security Device and/or the Security Code to any other person and shall bear the risks of the User ID, the Password, the Security Device and/or the Security Code being used by unauthorised persons or for unauthorised purposes.
- (vi) Upon notice or suspicion of the User ID, the Password, the Security Device and/or the Security Code being disclosed to, and/or the Security Device being lost or has otherwise come into the possession or control of any unauthorised person or any unauthorised use of BIB being made, the Customer shall notify the Bank as soon as practicable by telephone at such telephone number(s) as the Bank may from time to time prescribe (and promptly thereafter provide written confirmation of the details given) and,

until the Bank's actual receipt of such telephone notification, the Customer shall remain responsible for any and all use of BIB by unauthorised persons or for unauthorised purposes.

The Customer's use of BIB through its Authorised Delegates is governed by the BIB Terms, to which Online link is provided through the Internet Site. The use of BIB shall also be subject to the prevailing terms and conditions governing the operation of the accounts. In the event of any inconsistency between the BIB Terms and the rest of these Specific Terms & Conditions, the BIB Terms shall prevail.

d` Instructions

- (i) Each Authorised Delegate is required to quote any one or more of the User ID, the Password, the Security Device and/or the Security Code and any other identifiers as shall be prescribed by the Bank from time to time in order to log-on to BIB and give Online Instructions to the Bank. Instructions in connection with BIB 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. The Bank will only accept an Instruction if it has been effected through BIB using an appropriate User ID, the Password, the Security Device and/or the Security Code and any other identifiers in accordance with the BIB Terms.
- (ii) The Customer requests and authorises the Bank to treat all apparently valid Instructions received by the Bank as instructions properly authorised by the Customer, even if they conflict with the terms of any other mandates given by the Customer at any time concerning its accounts or affairs. Subject to the Bank's obligations in paragraph (d)(i) above, the Bank shall be under no other obligation to check the authenticity of Instructions or the authority of the person or persons giving them.
- (iii) The Customer is responsible for the accuracy and completeness of Instructions and for ensuring that the Instructions will achieve the Customer's intended purpose. The Bank is not liable for any loss or delay where the contents of an Instruction are inaccurate or incomplete.
- (iv) Any Instruction given in connection with BIB by quoting the User ID, the Password, the Security Code and 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 through its Authorised Delegates or by any other person purporting to be the Authorised Delegates. 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 Security Device and/or Security Code and such other identifiers (if any) of the Customer.
- (v) The Customer agrees and accepts that:-
  - all transactions and dealings effected by the Bank, any member of the HSBC Group and/or any third party for the Bank pursuant to any Instruction shall be binding on the Customer in all respects;

- when the Customer executes any fund transfer to a third party beneficiary account held with 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 also authorises 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; and
  - the Bank is not liable for any failure by any third party with which the Customer has accounts or any other third party to execute or for any delay or other shortcoming of any such party when executing the Bank's instructions to them howsoever caused.
- (vi) In the event that the Customer requests the Bank to cancel or modify any Instruction, the Bank will make all reasonable efforts to comply with the Customer's request. However, the Bank is not liable for any failure to cancel or modify the Instruction if such a request is received at a time or under circumstances that render the Bank unable to comply with the Customer's request.
- (vii) The Bank is entitled to debit the Customer's accounts, wherever they are situated and whenever they are opened, with any amounts that the Bank has paid or incurred in accordance with an Instruction.
- (viii) The Bank may, in its absolute discretion and without liability, refuse to act on or delay acting on an Instruction if:
- it is a request or instruction the effect of which would be to exceed a limit imposed by the Bank upon the Customer generally or upon the Authorised Delegate in question;
  - the Bank knows of or suspects a breach of security in respect of or in connection with the operation of one or more of the Customer's accounts or BIB generally; or
  - the Bank has terminated BIB in respect of the Customer's account(s) pursuant to paragraph (r) hereof.
- (ix) In the event that the Bank does not act on or delay acting on an Instruction pursuant to paragraph (d)(viii) above, the Bank shall notify the Customer of this as soon as is reasonably possible.
- (x) 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 even though BIB is Online and may be accessible outside such hours.
- (xi) Any exchange rate, indicative profit rate, profit sharing ratio and information quoted by the Bank on the Internet Site(s) or otherwise in response to an Online inquiry is for reference only and is not binding. Any rate, profit sharing ratio and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon the Customer confirming acceptance irrespective of any different rate, profit sharing ratio or information quoted by the Bank for other purposes or transactions.
- (xii) Advice or confirmation that an Instruction has been received and/or a

transaction has been effected through BIB will be provided Online by the Bank. Such advice or confirmation shall be deemed to have been received by the Customer immediately after transmission and it is the Customer's duty to check such advice or confirmation. Where the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received, it is the Customer's duty to make enquiries with the Bank; and under such circumstances, no separate advice or confirmation of the transaction will be supplied to the Customer by the Bank, whether Online or otherwise.

- (xiii) Information relating to any account or transaction made available on the Bank's Internet Site(s) are for reference only. The Bank's records of such account and transaction shall be conclusive unless and until the contrary is established.

e ` Internet Banking Records

- (i) The Bank's records, unless shown to be wrong, will be conclusive evidence of the Customer's dealings with the Bank in connection with BIB and be binding on the Customer.
- (ii) Subject to the applicable laws of evidence, the Customer agrees not to object to the admission of the Bank's records as evidence in legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.
- (iii) Where the Customer gives the Bank an Instruction or request a transaction through BIB, the Customer 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 Exchange Control Regulations of Malaysia) and any relevant authority.

f ` Service Interruption

- (i) The Bank may (but is not obliged to) suspend any service provided to the Customer under BIB without notice where the Bank considers it necessary or advisable to do so, for example, the Bank may do so when:-
- the Bank suspects a breach or a potential breach of security; or
  - the Customer fails to take reasonable care to ensure the security of the Customer's use of BIB; or
  - the Bank needs to suspend BIB for routine, non-routine or emergency maintenance or other reasons.
- (ii) The Bank will use reasonable efforts to inform the Customer without undue delay through BIB, and/or the Bank's Internet Site(s) if any service under BIB is not available. In the event that the Bank has levied any charge on the Customer which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt shall not mean any periodic fee charged for BIB as a whole) then the Bank will reimburse the Customer this sum. Other than reimbursing the aforesaid sum, the Bank will have no further liability to the Customer.

g ` Transactions with Other Institutions

- (i) The Customer appoints the Bank as its agent on its behalf to request any Institution to supply BIB with information about the Customer and its accounts and to use BIB to instruct an Institution to give effect to Instructions.
- (ii) Where the Bank transmits Instructions to an Institution on the Customer's behalf, the Bank is not responsible for any delay or failure by the Institution in executing those Instructions.
- (iii) Where BIB delivers to the Customer any information supplied to the Bank by an Institution, the Bank makes no warranty as to the accuracy or sufficiency of the information provided by that Institution.
- (iv) In order that an Institution may give effect to an Instruction, the Customer agrees that the Bank may, as the Customer's agent, agree with any Institution that where applicable the BIB Terms will apply between the Customer and the Institution.

#### h` Customer's Information

The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing BIB save that the Customer may choose not to make disclosures that are not mandatory.

#### i` Security Provisions

- (i) The Customer and all its Authorised Delegates agree to comply with the BIB Terms and any other reasonable instructions or recommendations the Bank may issue to the Customer regarding internet banking security including, without limitation, the security recommendations contained in the User Guide. The Customer agrees that it is the Customer's sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, BIB, and information stored on the Customer's computing and communications systems, and in particular the Customer and any of its Authorised Delegates' control of Passwords and access to BIB.
- (ii) The Customer confirms that the Customer has assessed the security features of internet banking and have determined that they are adequate to protect each of the Authorised Delegates' and the Customer's interests in using BIB.
- (iii) The Customer agrees to ensure that each of its Authorised Delegates complies with the BIB Terms and any security procedures mentioned or referred to in it including, without limitation, the security recommendations contained in the User Guide.
- (iv) The Customer must ensure that its Authorised Delegates keep their User IDs, Security Device, Security Code and/or Passwords secure and secret at all times and take steps to prevent unauthorised use of the same. For example, the Authorised Delegates must:
  - never write or otherwise record their Passwords in a way that can be understood by someone else;
  - never reveal their Passwords to anyone else including, without limitation, the Bank's employees and any third parties;

- destroy any advice from the Bank concerning their Passwords promptly after receipt;
  - avoid Passwords which may be easy to guess such as passwords used in connection with third parties;
  - inform the Bank immediately if they believe that a third party may have seen or have had access to their Passwords;
  - never record their User IDs or Passwords on any software which retains them automatically (for example, any computer screen prompts or 'save password' feature or the like on their internet browser);
  - ensure that they are not overlooked by anyone or monitored by closed circuit TV and must avoid allowing anyone to identify the keys they are pressing while logging on;
  - change their Passwords on a regular basis such as once every thirty (30) days and not alternate between passwords;
  - keep their User IDs and Security Device in a safe place at all times; and
  - do not use passwords from other internet sites.
- (v) Once they have logged on to BIB, the Authorised Delegates must not leave at any time the internet terminal from which they have accessed BIB or let anyone else use the internet terminal until they have logged off from BIB. The Customer will be responsible for ensuring that each Authorised Delegate has logged off from BIB at the end of any session.
- (vi) The Customer must ensure that its Authorised Delegates must not access BIB from any computer 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 their access or get access to BIB pretending to be an Authorised Delegate.
- (vii) The Customer and/or its Authorised Delegates must notify the Bank immediately of the following:
- any unauthorised access to BIB or any unauthorised transaction or Instruction which the Customer or any of its Authorised Delegates know of or suspect; or
  - if the Customer suspects someone else knows the Password(s) or has the Security Device of one or more of the Authorised Delegates.

In the event of any such breach or suspected breach of security the Customer must ensure that all its Authorised Delegates change their Passwords immediately to ones which they have not used before or request for a replacement Security Device.

- (viii) Once the Customer has notified the Bank of any unauthorised access to BIB or unauthorised Instruction or that the Customer suspects someone else knows the Password(s) or has the Security Device of one or more of the Authorised Delegates, the Customer will not be responsible for any unauthorised Instructions carried out after the Bank has had reasonable

time to suspend BIB in respect of the Customer's account(s) unless the Bank can show the Customer has acted fraudulently.

- (ix) The Customer hereby agrees to comply immediately with all reasonable requests for assistance from the Bank and/or the police in trying to recover any losses or identify actual or potential breaches of security. The Bank may disclose information about the Customer or its account to the police or other third parties if the Bank thinks it will help prevent or recover losses.
- (x) If the Customer suspects any impropriety on the part of any Authorised Delegate in connection with BIB or an Authorised Delegate ceases to be the Customer's agent, the Customer must immediately take all steps available to ensure that the Authorised Delegate is unable to access BIB. The Customer further undertakes to notify the Bank immediately in writing to terminate such Authorised Delegate's access to BIB.
- (xi) The Customer agrees that the Customer is solely responsible for the performance and protection of any browser used in connection with BIB including the prompt adoption by the Customer of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.
- (xii) The Customer also agrees to comply with the instructions or recommendations which the Bank may issue to the Customer from time to time about internet banking security, as displayed and accessible by activating the link "Security Tips" which appears on the BIB log-in page.
- (xiii) The Customer agrees that the Customer will access BIB using only a computer which has installed on it up-to-date anti-virus and anti-spyware software, a firewall and security patches.

j` Customer's Liabilities

- (i) The Customer shall be fully liable and responsible for all consequences arising from or in connection with the use of BIB (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.
- (ii) The Customer shall not, and shall not attempt to de-compile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain illegal or unauthorised access to, any part of BIB or any Internet Site or any software comprised in them.
- (iii) The Customer will be responsible for all losses (including the amount of any transaction carried out without the Customer's authority) if the Customer has acted with gross negligence so as to facilitate any unauthorised transaction(s), or the Customer has acted fraudulently. For the purposes of this paragraph (j), gross negligence shall be deemed to include failure to observe any of the Customer's security duties referred to in the BIB Terms, (including, without limitation, those set out in paragraph (i) ) and/or set out in the User Guide and Client Charter.
- (iv) The Customer shall indemnify and keep indemnified the Bank, any member of the HSBC Group and the 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 the Bank or any of them; and all actions or

proceedings which may be brought by or against the Bank or any of them in connection with the provision of BIB or the exercise or preservation of the Bank's powers and rights under the BIB Terms, UNLESS such liabilities, actions etc. were caused by the gross negligence or wilful default of the Bank, any member of the HSBC Group, or the respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

- (v) The Customer shall fully co-operate with the Bank in fraud investigations. Any failure to co-operate or withholding of information by the Customer will be deemed to be a breach of the BIB Terms and the Bank will not be liable for all losses in the event the Customer is unable to prove that the Customer is not a party to the fraud.

k ` Bank's Liabilities

- (i) The Bank will take reasonable care to ensure that any Information provided to the Customer by BIB is an accurate reflection of the information contained in the Bank's computer systems or, where the Information is provided by a third party, accurately reflects the information the Bank receives from that third party. Some of the Information available through BIB may be identified on the screens or in the User Guide as subject to a disclaimer or other provisions. If the Customer relies on that Information, the Customer does so subject to the disclaimer or those provisions.
- (ii) The Bank will make all reasonable efforts to ensure that the Security Device provided to the Customer and its Authorised Delegates will perform as necessary to permit access to BIB as and when required. The Customer must notify the Bank immediately 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 at no cost to the Customer but only (i) upon the defective Security Device being returned to the Bank within ninety (90) days of its date of issue and (ii) if the Bank is satisfied that there is no default or negligence on the Customer's part which results in or contributes to the Security Device's failure to function correctly. Other than as specified in this paragraph (k)(ii), 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 or merchantable quality, 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.
- (iii) The Bank will also take reasonably practicable steps to secure the transmission of information and communication between the Customer and the Bank via the internet by ensuring that the Bank's systems in connection with BIB 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.
- (iv) However, the Customer hereby acknowledges that complete security cannot be guaranteed given the open nature of the internet and that such mode of transmission and communication is used at the Customer's own risk. The Customer further acknowledges that:-

- there may be a time lag in transmission of information and communication via the internet;
  - the Bank does not warrant that the Information provided by BIB is accurate or error free; and
  - the Bank will not be responsible for any loss of or damage to the Customer's data, software, computer, computer networks, telecommunications or other equipment caused by the Customer using BIB unless such loss or damage is directly and solely caused by the Bank's negligence or deliberate default.
- (v) BIB is accessed through the internet which is a public system over which the Bank has no control. It is therefore the Customer's duty to make sure that any computer or other device which the Customer uses to access BIB is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components. Neither the Bank nor any member of the HSBC Group or any third party or Information Provider warrant(s) or represent(s) that BIB, the Information and the Reports are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.
- (vi) Unless due to the gross negligence or wilful default of the Bank, any member of the HSBC Group or the 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 or the respective officers or employees assume(s) any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:-
- use of BIB (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 authorised;
  - disclosure to any unauthorised person of any of the Authorised Delegates' User ID, Security Device and/or Passwords and/or any advices concerning their User IDs, Security Device and/or Passwords whilst the same are in transit to them;
  - breach of any provisions of the BIB Terms or failure to exercise due care in using BIB by the Customer or the Authorised Delegates;
  - the Bank acting on any Instruction (whether authorised or unauthorised by the Customer) or the Bank's misunderstanding or misinterpreting any Instruction, provided that the Bank had acted in good faith;
  - any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing BIB (including, without limitation, any interruption, interception, suspension, delay or failure to generate the Security Code using the Security Device), in transmitting Instructions or information relating to BIB or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond the Bank's reasonable control including, without limitation, failure of any communication network, act or omission of any third party, 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);

- fraud or dishonest conduct of any third party including without limitation hacking and phishing;
  - transmission and/or storage of the Customer's information and/or data relating to BIB through or in any system, equipment or instrument of any communication network provider;
  - disclosure of the Customer's information to any third party including, without limitation, the Central Credit Bureau;
  - The Customer's information being incorrect, erroneous or misstated howsoever caused including, without limitation:-
    - omission, misstatement, negligence (not being gross negligence) or default (not being wilful default) on the Bank's part or on the part of any member of the HSBC Group, any third party or the respective officers or employees; or
    - technical, hardware or software failures of any kind;
    - interruption, error or viruses;
    - delay in updating or notifying any changes to the Customer's information; and
  - reliance by the Customer, the Authorised Delegates or any third party on the Customer's information which is incorrect, erroneous or misstated.
- (vii) In no event shall the Bank or any member of the HSBC Group or any third party 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.
- (viii) The Bank is not obliged to monitor the Customer's use of BIB for any failure by the Customer to carry out the Customer's obligations under the BIB Terms including the Customer's Security Duties under paragraph (i) above or to notify the Customer of any such failure.
- (ix) Continued provision of BIB when the Customer is in breach of the BIB Terms, whether or not the Bank has knowledge of such breach, shall not prejudice or constitute a waiver of the Bank's rights under the BIB Terms (including without limitation paragraph (j) above) which shall remain in full force and effect.

#### I` Hyperlinked Web Sites

- (i) The Internet Site(s) may provide hyperlink which enables the Customer to access the web site of any other person including that of other HSBC Group entities.
- (ii) The hyperlinked web sites may not provide any regulatory protection in the Customer's jurisdiction and the Bank is not liable for the Customer's use of

the hyperlinked web sites and the Customer shall assume all risks and responsibilities which may arise from accessing such web sites via hyperlink and is advised to read the terms and conditions of use of these web sites. The Customer is also advised to read the privacy policy statements of such web sites prior to providing any personal information to other HSBC Group entities and third parties through the hyperlinked web sites.

- (iii) The hyperlinks to non-HSBC Group web sites from the Bank's Internet Site(s) do not constitute an endorsement by the Bank of such third party web sites.

m ` Copyrights, Trademarks and Copying Materials

- (i) Please note that HSBC, HSBC Amanah and the Hexagon logo are registered trademarks.
- (ii) The Bank has a licence for or own all copyrights for the Bank's Internet Site(s) through which the Customer accesses BIB and all trademarks and other materials used on or provided through it, including, without limitation, HSBC, HSBC Amanah and the Hexagon logo and such of the Information and Reports as may be prepared by the Bank.
- (iii) The Customer acknowledges and agrees that HSBC, HSBC Amanah and the Hexagon logo, the Information and 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/or that of the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to the BIB Terms 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.
- (iv) Unless expressly permitted by the BIB Terms, the Customer shall not, and shall not attempt to: -
  - 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; and
  - 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 incorporate or combine the Confidential Information with any other programmes.
- (v) An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. The Customer's access to such Information by, on or after the effective date, subject to prior notification, of such terms and conditions shall constitute the Customer's acceptance thereof.
- (vi) 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.

- (vii) No warranty, representation or guarantee of any kind with respect to the Information and/or the Reports is given or may be implied, including without limitation, the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether they are fit for any purpose and no employee or agent of the Bank or those of any Information Provider is authorised to give any such warranty, representation or guarantee. Neither the Bank nor any Information Provider assume(s) 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.

In relation to Information pertaining to any product or service not provided by the Bank (including without limitation, insurance, takaful and unit trust products), the Customer should check with the product/service provider before relying on any Information supplied.

The Customer acknowledges that it is the Customer's responsibility to determine independently market prices and rates for trading purposes through the Customer's usual trading channels, to verify any Information and/or Report before relying or acting on it/them and to seek independent professional advice on legal, tax and other issues in connection with the use of BIB, the Information and the Reports, the conduct of transactions pursuant to such use and the BIB Terms which may affect the Customer under all applicable laws.

- (viii) The Information will be made available as it is supplied and identifying, where relevant, 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.
- (ix) The Customer is only allowed to print, copy, download or temporarily store extracts from the Bank's Internet Site(s) for the Customer's own information or when the Customer uses BIB. The Customer is not allowed to alter anything and any other use is prohibited unless the Customer gets the Bank's prior written consent. Please note that nobody may use any part of the Bank's Internet Site(s) on any other web site, or link any other web site to the Bank's Internet Site(s), without such consent.

n ` Fees, Supplementary Terms, Changes To and Termination of the Internet Site(s)

- (i) The Customer agrees to pay the Bank's scale of charges (if any) for providing BIB as the Bank shall advise the Customer from time to time. The Bank reserves the right to charge fees in relation to the use and/or termination of BIB in respect of the Customer's account(s) including, without limitation, to impose a charge for its provision of the Security Device and to revise such fees. The Bank may vary the Bank's charges and the frequency and dates of payment on giving the Customer not less than thirty (30) days' notice. These charges are in addition to any charges for particular banking or other services which the Bank might provide in response to the Customer's Instructions through BIB.
- (ii) The Customer is liable for any telephone charges and any charges made by the Customer's internet service provider as a result of the use by the Customer of BIB.
- (iii) The Customer authorises the Bank to debit any of the Customer's accounts

with any charges for providing BIB.

- (iv) If new features are introduced by the Bank under BIB, they may be provided on supplementary terms which will be notified to the Customer from time to time in accordance with the BIB Terms.
- (v) The Internet Site(s) through which the Customer accesses BIB is/are subject to change by the Bank. Unless the Bank has specifically agreed to give prior notice to the Customer, the Bank may make such changes (including changes to layout) without notification to the Customer.
- (vi) The Bank may modify the BIB Terms on not less than thirty (30) days' notice to the Customer or such shorter period (other than in the case of any variations to the Bank's charges) as is necessary for the effective operation of BIB. The Customer's continued access to and use of BIB after such modifications have been notified to the Customer shall constitute the Customer's acceptance of the same.

o` Authority and Indemnity

- (i) The Customer requests and authorises the Bank from time to time to act upon written instructions or requests to the Bank concerning the administration of BIB, when signed or purported to be signed by its Authorised Signatory. Such instructions and requests may include, without limitation, the giving by the Customer to the Bank of requests to :-
  - (a) remove or replace any Authorised Delegate;
  - (b) reset any Passwords; or
  - (c) take any action to promote the continued and orderly operation of BIB.
- (ii) Where any written instruction or request referred to in paragraph (o)(i) above is sent by facsimile transmission or other electronic communication, the Customer requests and authorises the Bank from time to time without further authority or notice from the Customer to act upon such instruction or request. In addition the Customer agrees that the Bank shall not be liable to the Customer or any third party for any loss or damage suffered by the Customer or any third party arising from the facsimile transmission or other electronic communication being unauthorised or fraudulent and the Customer agrees to keep the Bank fully indemnified against any claims or demands arising therefrom.
- (iii) Notwithstanding paragraph (o)(ii) above, the Bank shall be entitled to refuse to act on any written instruction or request referred to in paragraph (o)(i) above which is sent by facsimile transmission or other electronic communication. The Bank agrees however to use reasonable endeavours to inform the Customer if the Bank refuses to so act.
- (iv) The Bank shall not be liable for any losses arising as a result of any delays when acting in accordance with written instructions howsoever given pursuant to this paragraph (o).

p` Electronic Advertising

From time to time the Bank may advertise its own products or services and those of other HSBC Group entities and also those of third parties on the Internet Site(s) through which the Customer accesses BIB or through BIB itself. 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 Bank's Internet Site(s) and/or BIB.

q ` Encryption and Viruses

The Customer should be aware that the Bank uses a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside Malaysia. It is the Customer's responsibility to ensure that, if outside Malaysia, the Customer's ability to use BIB is permitted by local law and the Bank shall not be liable for any loss or damage suffered by the Customer as a result of not being able to use BIB in these jurisdictions.

r ` Termination

- (i) Either the Bank or the Customer may terminate BIB in respect of the Customer's account(s) on not less than two (2) banking days' notice to the other party.
- (ii) Either the Bank or the Customer may also terminate BIB in respect of the Customer's account(s) with immediate effect by notice to the other, if the other party commits a material breach of the BIB Terms or becomes insolvent under the laws of any applicable jurisdiction.
- (iii) Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of the BIB Terms (including, without limitation, paragraphs (j)(iv), (m)(iii), (o)(ii) and (u)(i) ) which is intended to continue to apply even after termination.
- (iv) Upon termination of BIB in respect of the Customer's account(s) for any reason, the Customer must ensure that neither the Customer nor any of its Authorised Delegates, employees, agents or representatives do anything on or after termination which will result in the security of BIB or the systems or security of any other BIB customers, being compromised.
- (v) Upon termination of BIB in respect of the Customer's account(s), all provisions of the BIB Terms which in order to give effect to their meaning need to survive termination, shall remain in full force and effect. Notwithstanding termination, both the Bank and the Customer shall continue to be bound by the BIB Terms to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

s ` Force Majeure

Neither the Bank nor the Customer will be liable for delay in performing or failure to perform any of its obligations under the BIB Terms which is caused by circumstances beyond its reasonable control, including, without limitation, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the BIB Terms and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

t ` Agencies and Notices

- (i) The Bank may at any time appoint one or more agents to provide all or any part of BIB and references to 'the Bank' will include references to such agents. The Customer agrees that such parties shall have the benefit of any provisions of the BIB Terms which limit the Bank's liability.
- (ii) 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 BIB Terms.
- (iii) All notices and advices to be given by the Bank to the Customer under the BIB Terms may be given in writing or electronically through BIB. All such notices and advices will be deemed to have been received by the Customer:
  - in the case of personal delivery, at the time of personal delivery or on leaving it at the last address provided by the Customer notwithstanding the subsequent return of such notices and advices;
  - in the case of posting, three (3) days from posting/despatch to the last address provided by the Customer notwithstanding the subsequent return of such notices and advices;
  - in the case of each e-mail communication, immediately after transmitting to the e-mail address through which the Customer has so communicated with the Bank;
  - in the case of e-mail communication initiated by the Bank through BIB, immediately after issuance of the message by the Bank; and
  - in the case of posting on the Internet Site(s), by display and/or advertisement, immediately after such posting, display and/or advertisement by the Bank.
- (iv) Unless otherwise specifically provided in the BIB Terms, all notices and communications from the Customer to the Bank (such as instructions to close any account(s) with the Bank) shall be in writing and shall be delivered by post or by hand to the Bank.

u ` Miscellaneous

- (i) The Bank and the Customer agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. The Customer confirms that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled have consented to such transmission, processing or handling under the BIB Terms in accordance with these laws, or will do so prior to any such transmission, processing or handling. The Customer agrees that it will obtain such consent by getting all such employees and other persons to sign an appropriate consent in writing and, upon request, to provide to the Bank copies of all such consents. The Customer further agrees to indemnify and hold the HSBC Group harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
- (ii) Where tools and other facilities ('Tools') are provided to the Authorised Delegates in connection with the Internet Site(s) and such Tools are not provided as part of BIB but are provided by the relevant HSBC Group entity which is providing such Tools, then the provision of the Tools will be subject to the terms and conditions, exclusions and disclaimers relevant to such Tools.

- (iii) Nothing in the BIB Terms shall affect any right of set-off or combination which the Bank has in relation to any accounts which the Customer accesses Online.

#### **GENERAL**

**In the event of any inconsistency between the English version of these Specific Terms & Conditions and that translated into Bahasa Malaysia or any other language, the English version of these Specific Terms & Conditions shall prevail.**

[end]