

# Guide to Specific Terms & Conditions for Commercial Banking

(as of 24 August 2008)

These Specific Terms & Conditions are applicable to business accounts and services (other than Credit Cards) opened with or provided by HSBC Bank Malaysia Berhad ("HSBC" or the "Bank"); and should be read together with the Generic Terms & Conditions of HSBC. 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's website at [www.hsbc.com.my](http://www.hsbc.com.my).

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

Thank you for banking with HSBC.

# Specific Terms & Conditions for Commercial Banking

## BUSINESSVANTAGE ACCOUNT / CURRENT ACCOUNT

- 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, frauds or other unauthorised alterations. The cheque book shall be kept under secure (preferably locked) and 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 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 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 at any time, should the Customer be reported to the said credit bureau.
- h ▶ No interest is paid on BusinessVantage / Current Account credit balances.

## TIME DEPOSIT ACCOUNT

- a ▶ Monies deposited will be paid simple interest, unless otherwise indicated in writing by the Bank.

- b ▶ Time deposits that are withdrawn before maturity will only receive partial interest provided the deposit has been placed in the Bank for more than three (3) months. Penalty rate applicable for premature upliftment is half of the contracted interest rate and the prevailing Association of Banks in Malaysia (ABM) Rules shall apply.
- c ▶ 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 deposit plus accrued interest for the same period on maturity date. Notwithstanding any instructions given, the Customer retains the right to amend the Customer's instructions before/on maturity date of the deposits.
- d ▶ The Customer understands and agrees that should the maturity date fall on the Bank's non-working day, the maturity date will be automatically adjusted to the next working day.
- e ▶ The Customer understands and agrees that should the maturity date fall on the Bank's non-working day, the maturity date will be automatically adjusted to the next working day.

### COMBINATIONS ACCOUNT

No across branch transactions are allowed on foreign currency accounts.

### FOREIGN CURRENCY CURRENT ACCOUNT

- a ▶ A Foreign Currency Current Account 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 ▶ Interest is not paid on Foreign Currency Current Account credit balances.
- d ▶ 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.
- e ▶ The Customer agrees that a Foreign Currency Current Account cannot be overdrawn.
- f ▶ The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account except with the prior written consent and at the sole discretion of the Bank. 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.
- g ▶ 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.
- h ▶ The Customer agrees that the Bank may debit the Foreign Currency Current Account 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 or where the Customer does not maintain a Ringgit account with the Bank, shall be paid, retained and/or processed by the Bank in the manner it deems fit.

### FOREIGN CURRENCY TIME DEPOSIT ACCOUNT

- a ▶ A Foreign Currency Time Deposit Account may be opened with a minimum initial deposit as determined by the Bank.
- b ▶ Monies deposited in Foreign Currency Time Deposit Account will be paid simple interest payable at maturity subject to the Association of Banks in Malaysia (ABM) Rules.
- c ▶ Subject to the ABM Rules, premature upliftments of deposits may not be allowed and if exceptionally allowed, no interest will be paid for the completed period. The total replacement costs, penalty charge and any loss calculated at prevailing market interest rates will be borne by the Customer.
- d ▶ The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account except with the prior written consent and at the sole discretion of the Bank. 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 ▶ Written disposal instructions on any foreign currency deposits other than USD, GBP, HKD, SGD and Euro must be received two (2) working days before maturity date, failing which the deposit (plus any accrued interest / less interim interest whichever is applicable) will be automatically renewed for a similar period.

#### FOREIGN CURRENCY CALL DEPOSITS ACCOUNTS

- a ▶ A Foreign Currency Call Deposit Account may be opened with a minimum deposit as determined by the Bank from time to time.
- b ▶ Unless otherwise agreed with the Bank, the Customer agrees that monies deposited will be paid simple interest calculated on a daily basis and payable upon upliftment subject always to the ABM Rules and those of any other relevant authority.
- c ▶ 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.
- d ▶ The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account except with the prior written consent and at the sole discretion of the Bank. 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 prior written consent of the Bank.
- e ▶ Customers are advised that for their convenience, they are to provide disposal instructions for their Call Deposits, as all deposits are subject to the Unclaimed Moneys Act 1965. Unless prior written notice is received by the Bank, the Bank will automatically renew the deposit excluding accrued interest.
- f ▶ 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.
- g ▶ The Customer agrees that the Bank may debit the Foreign Currency Call Deposit Account 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 or where the Customer does not maintain a Ringgit account with the Bank, shall be paid, retained and/or processed by the Bank in the manner it deems fit.

- h ▶ Written disposal instructions on any foreign currency deposits other than USD, GBP, HKD, SGD and Euro must be received two (2) working days before the intended upliftment date.

## 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.hsbc.com.my](http://www.hsbc.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.
- l** ▶ 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 main 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, interest 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 main 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, interest rate, dealing rate and other prices 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, price 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, price or information quoted by the Bank for other purposes or transactions. In particular, if any fixed deposits placed by the Customer exceeds the total aggregate threshold amount as defined by the Association of Banks in Malaysia (ABM) or by Bank Negara Malaysia from time to time, the interest rates quoted by the Bank on the Internet Site(s) shall not apply and the Bank expressly reserves the right to impose a lower rate on the said excess.
- (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 (i), 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.

**l ▶ 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 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 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 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]