



JomPAY Payer Terms

In this JomPAY Payer Terms, “you”, “yours” means any person or entity using the JomPAY services and having an account with us as our customer, unless otherwise stated. “We”, “us” or “our” will refer collectively as HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) or HSBC Amanah Malaysia Berhad (Company No. 200801006421 (807705-X)) which is the bank that is providing financial services to you.

PART 1

1. PAYMENTS

1.1 We will process payment to Biller in accordance with your Payment Instructions based on the Interbank Giro (IBG) transfer schedule as stated below:

Window	Customer Cut-off time	Collection	RENTAS Settlement			Clearing Distribution (Latest By)	Crediting (Latest By)	Return Timing	Submission Time to IBG System Operator
			Settlement Report	Fund Held Time	Posting				
Window 1	0500 hrs	0700 hrs	0830 hrs	0845 hrs	0850 hrs	0900 hrs	1100 hrs	Win 3	0501 - 0700 hrs
Window 2	0800 hrs	1000 hrs	1130 hrs	1145 hrs	1150 hrs	1200 hrs	1400 hrs	Win 4	0700 – 1000 hrs
Window 3	1100 hrs	1300 hrs	1430 hrs	1445 hrs	1450 hrs	1500 hrs	1700 hrs	Win 5	1001 – 1300 hrs
Window 4	1400 hrs	1600 hrs	1730 hrs	1745 hrs	1810 hrs	1820 hrs	2020 hrs	Win 1, T+1	1301 – 1600 hrs
Window 5	1700 hrs	1900 hrs	2030 hrs	2030 hrs	(Latest By) 2030 hrs	2100 hrs	2300 hrs		1601 – 1900 hrs

1.2 We will not accept orders to stop Payment Instructions once you have instructed us to make Payment Instructions except when:

- 1.2.1 we have reasonably concluded that the Payment Instructions were fraudulent or unauthorized; or
- 1.2.2 the Payment Instructions are future dated payments that we have not transmitted to IBG.

1.3 You should notify us immediately if you become aware that you have made a mistake (except for underpayment) when instructing us to make a payment, OR if you did not authorize a payment that has been made from your account. Recovery of funds for such payments shall be described in Clause 2.

1.4 In the event of an underpayment, you may make another payment for the difference of the said amount.

1.5 We will notify you the status of the JomPAY payment instructions including the reasons of rejected or failed “Payer-not-present” payment instructions. However, you have the option not to receive these notifications upon request.

2. RECOVERY OF FUNDS AND LIABILITY FOR PAYMENTS

2.1 We will rectify Mistaken Payment Instruction made by you according to the terms and conditions herein, provided the following conditions are satisfied:

- 2.1.1 you immediately inform us that you become aware of any delays or mistakes in processing Payment(s); and
- 2.1.2 we are satisfied that Mistaken Payment Instruction has occurred.

2.2 Subject to Clause 2.1, we will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by you, in the way described in this clause:



- 2.2.1 for misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN, we shall submit a request to recover funds to the Biller Bank that received the erroneous funds;
 - 2.2.2 upon our satisfaction that the error for incorrect amount payment is caused by the Biller, we shall carry out a Reversal to your account and submit a request to recover funds to the Biller Bank of the Biller for the error;
 - 2.2.3 for payment that is not completed or failed at our end, we shall credit back the amount of the failed payment into your account upon our satisfaction that the Payment Instruction failed and was not duly processed at our end; and
 - 2.2.4 for payment that is not completed or failed at the Scheme Operator's end or the Biller Bank's end, we shall credit back the amount of the failed payment to you into your account before initiating a recovery of funds request.
- 2.3 Recovery of funds requests made on your behalf for Mistaken Payment Instructions mentioned in Clause 2.2 or Erroneous Payment Instructions shall be processed in accordance with Clause 3. Subject to Clause 3, we will work with the Affected Participant to request and recover the funds on your behalf.
- 2.4 All enquiries or complaints raised by you regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day would be deemed received at the start of the next Business Day.
- 2.5 We are entitled to debit your account (for recovery of funds), in the event we did not debit your account after Payment Instruction has been properly and successfully executed.
- 2.6 Subject to Clause 3 herein (for requests of funds made by Payer Bank) we are entitled to debit your account for funds credited into your account due to the following payments made by persons other than you:
- 2.6.1 Mistaken Payment Instruction;
 - 2.6.2 Erroneous Payment Instruction;
 - 2.6.3 Unauthorised Payment Instruction; and
 - 2.6.4 Fraudulent Payment Instruction.

3. ERRONEOUS PAYMENT INSTRUCTION/MISTAKEN PAYMENT INSTRUCTION

- 3.1 You may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a non-Biller in the following manner:
- 3.1.1 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received within twenty (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within one (1) Business Day, if the following conditions are met:
 - 3.1.1.1 the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
 - 3.1.1.2 there is sufficient balance in the Affected Bank Customer's account;
 - 3.1.1.3 there is no evidence that the Affected Bank Customer is entitled to the funds in question.
 - 3.1.2 Recovery of funds wrongly credited to the Affected Bank Customer who is not a Biller, of which request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery



of funds and remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:

- 3.1.2.1 the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
- 3.1.2.2 there is sufficient balance in the Affected Bank Customer's account; and
- 3.1.2.3 there is no evidence that the Affected Bank Customer is entitled to the funds in question.

3.1.3 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:

- 3.1.3.1 the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
- 3.1.3.2 there is no evidence that the Affected Bank Customer is entitled to the funds in question; and
- 3.1.3.3 the Affected Bank Customer has given its consent for us to debit their account.

3.2 You may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a Biller in the following manner:

3.2.1 subject to Clause 3.2.2, if the request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within one (1) Business Days:

- 3.2.1.1 if the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
- 3.2.1.2 the funds have been credited to the Affected Biller's account;
- 3.2.1.3 the Affected Biller has not acted on RTN;
- 3.2.1.4 the RTN has not been delivered to the Affected Biller;
- 3.2.1.5 there is sufficient balance in the Affected Biller's account to cover the recovery amount; and
- 3.2.1.6 the Affected Participant shall give written notification to the Affected Biller before debiting its account.

3.2.2 If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.

3.2.3 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 3.1.2 herein.

3.2.4 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause 3.1.3 herein.

3.3 Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.



Unauthorised Payment Instruction and Fraudulent Payment Instruction

3.4 We shall upon receiving report from you alleging that Unauthorised Payment Instruction was made, or upon becoming aware of Unauthorised Payment Instruction originating from us, remit the funds into your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

- 3.4.1 we shall conduct an investigation and determine within fourteen (14) Business Days, if the Unauthorised Payment Instruction did occur;
- 3.4.2 if we are satisfied that the Unauthorised Payment Instruction did indeed occur, we shall initiate a Reversal process whereby all debit posted to your account arising from the Unauthorised Payment Instruction would be reversed;
- 3.4.3 the Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

3.5 For Fraudulent Payment Instruction, we shall upon receiving report from you alleging that Fraudulent Payment Instruction was made, or becoming aware of Fraudulent Payment Instruction originating from us, remit the funds into your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

- 3.5.1 we shall conduct an investigation and determine within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
- 3.5.2 if we are satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days, has lapsed, we shall initiate a Reversal process whereby all debit posted to your account arising from the Fraudulent Payment Instruction would be reversed; and
- 3.5.3 the Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

3.6 Notwithstanding the aforesaid, if the funds for Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.

3.7 No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Cards.

3.8 You shall indemnify us against any loss or damage suffered due to any claim, demand or action brought against us arising directly or indirectly from negligent and fraudulent acts in the terms and conditions herein by you.

4. BATCH PAYMENTS

4.1 Subject to our agreement, you are allowed to do Batch Payment:

- 4.1.1 you are making Batch Payment on your own behalf; or
- 4.1.2 you are making Batch Payment on behalf of your related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.

4.2 You are allowed to do Batch Payment by debiting your CASA or Cards accounts held with us, as the case maybe.

4.3 You warrant to us that:

- 4.3.1 such Batch Payment is made on your own account as a Payer, or as Payer in the ordinary course of its business makes multiple payments on your own behalf, or on behalf of your related entities to



discharge the entities' debts, or debts of the said entities to one or more Billers and not for the benefit of other person; and

4.3.2 such Batch Payment is made not for the purpose of carrying on business of making payments through the Scheme using Batch Payment method.

4.4 All other terms and conditions of this JomPAY Payer Terms also apply to Batch Payment.

5. **PAYMENT QUERIES**

5.1 We shall, in good faith, attempt to settle all payment queries or disputes with you arising in connection with the JomPAY service amicably by mutual agreement.

5.2 In the case of a dispute or conflict, you are entitled to seek recourse via the industry mediation and arbitration bodies such as the Financial Ombudsman Scheme.

5.3 You also have the right to lodge a complaint with the Scheme Operator if there are allegations of our non-compliance to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:

5.3.1 determination whether there has been non-compliance;

5.3.2 stipulating remedies for Participants to correct or address the non-compliance; and

5.3.3 determination if penalties are applicable for the non-compliance.

5.4 All decisions rendered by the Scheme Operator in response to complaints from you shall be binding on us.

6. **SUSPENSION**

6.1 We may suspend your right to use the Scheme at any time by giving you a written notice as soon as practicable:

6.1.1 should you cease to maintain any account(s) with us which can be accessed via the Bank's HSBCnet;

6.1.2 should your access to such account(s) be restricted in any manner whatsoever;

6.1.3 if you or someone who is acting on your behalf is suspected of any fraudulent act and/or activity with regard to operation and/or maintenance of the account(s); or

6.1.4 such cessation or restriction on the account(s) is made in accordance with terms and conditions applicable to such account(s).

7. **BILLER CANNOT PROCESS PAYMENT**

7.1 If we are informed that payment by you cannot be processed by a Biller, we will:

7.1.1 inform you about this; and

7.1.2 credit your account with the amount of the payment.

8. **ACCOUNT RECORDS**

8.1 You must check your account and immediately report to us as soon as you are aware of any errors or of any payment(s) that you did not authorise or you think were made by someone else without your permission.



PART 2

9. JOMPAY

- 9.1 We are a Participant, and we will inform you if we are no longer a Participant for JomPay.
- 9.2 You must inform us the information required as specified in Clause 11, when informing to take a Payment Instruction. We will debit your account selected for the Payment with the amount of the Payment Instruction.
- 9.3 Payment can either be made from your savings or current account(s). Subscription to bill payment module in the Bank's HSBCnet will be required to be allowed for a Payment.
- 9.4 Procedures for to make a Payment Instruction:
- 9.4.1 Login to HSBCnet.
 - 9.4.2 Select "Bill Payments" under "Payments and transfers".
 - 9.4.3 Select location as "Malaysia" and your payment account.
 - 9.4.4 Select "JomPay Bill Payments" and proceed.
 - 9.4.5 Input the Biller Code, Ref-1, Ref-2 (if any) and amount.
 - 9.4.6 Validate the information and proceed to payment.
 - 9.4.7 Upon completion, JomPay transaction reference will be provided.
- 9.5 You acknowledge that the Payer Terms are in addition to the existing account term and the existing account terms are not inconsistent with the Payer Terms.
- 9.6 In the event of any inconsistency between account terms and conditions and the Payer Terms, the Payer Terms shall apply to the extent of such inconsistency with regard to your use of the Scheme.
- 9.7 You acknowledge that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not constitute under any circumstances part of whole satisfaction of any underlying debt owed between you and that Biller.

10. VALID PAYMENT INSTRUCTION

- 10.1 We will treat your instructions to make a payment as valid if you comply with the procedures as stipulated in Clause 9.4 and provide the information required as specified in Clause 11.1.

11. INFORMATION REQUIRED

- 11.1 The information that you must provide to us to instruct us to make payment(s) is as follows:
- 11.1.1 Biller Code;
 - 11.1.2 Ref-1;
 - 11.1.3 Ref-2 (if stated in Payer's Bill);
 - 11.1.4 Amount; and
 - 11.1.5 Payment account type.
- 11.2 You acknowledge that we are not obliged to effect a payment if you do not give us all information required or if any of the information given is inaccurate.



12. AMENDMENTS TO TERMS

- 12.1 We can change the terms and conditions herein at any time by giving you a written notice by electronic mail transmission to your latest electronic mail address as notified by you to us.
- 12.2 As a result of any change we make, or for any other reason, you may at your option choose to no longer use the Scheme by providing us a written notice by electronic mail transmission.
- 12.3 Any such notice shall be deemed to be received and given at the time when in the ordinary course of transmission, it should have been delivered to the electronic mail address to which it was sent.

13. PAYMENT CUT-OFF TIME

- 13.1 If you order Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day, the Biller is deemed to have received payment on the same Business Day. However, the payment may take longer to be credited to a Biller if your orders Payment Instructions after the Payment Cut-Off Time or on a Saturday, Sunday or a public holiday the Biller is deemed to have received Payment on the next Business Day.
- 13.2 We shall, at the minimum, disclose the Payment Cut-Off Time to you at the banking channel where you initiate the Payment Instruction, or otherwise ensure that the Payment Cut-Off Time is made known to you.

14. CONSEQUENTIAL DAMAGES

- 14.1 We are not liable for any consequential loss or damage suffered by you as a result of using the Scheme, other than due to any loss or damage you suffer due to our negligence.

15. PERSONAL DATA PROTECTION

- 15.1 You acknowledge that when you use the Scheme to make payment, you agree that we will disclose your personal data to the Scheme Operator, Billers, Biller Banks and other Payer Banks. You agree that we may use, process, transfer and disclose the data pursuant to our Notice Relating to The Personal Data Protection Act 2010, available at <https://www.hsbc.com.my/content/dam/hsbc/my/docs/privacy-and-security-pdpa-notice.pdf>
- 15.2 You also agree that we will use your transactional information as is necessary to process payment(s).
- 15.3 You must notify the Bank if any of your personal information is inaccurate, changes and your consent that the updated personal information is disclosed to all Participants in the Scheme, for the purpose of Clause 15.1.
- 15.4 You can request for information relating to your personal data held by the Bank with written notice.
- 15.5 You acknowledge that if your personal data is not disclosed to the parties specified in Clause 15.1, it will not be possible to process your requested payment(s) or use the Scheme.

16. DEFINITIONS AND INTERPRETATION

16.1 The following words have these meanings: -

Term	Description
Affected Bank Customer	A Customer whose bank account has been erroneously debited or credited due to Erroneous or Fraudulent Payment Instructions caused by other Participants, Customers or PayNet.
Affected Biller	A Biller that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
Affected Participant	A Participant that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
Bank	A financial institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
Batch Payment	Payment made to one or more Billers by grouping and bundling individual Payment Instruction(s) and collectively transmitting these Payment Instruction(s) at scheduled times.
Bill	An itemized statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
Biller	Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organisation, societies, charities participating in the Scheme to collect Bill payments.
Biller Bank	A Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via JomPAY.
Biller Code	A numeric code uniquely identifying either: <ul style="list-style-type: none"> ▪ A Biller; or ▪ A Biller's product or service category; for purposes of routing Payments to the Biller.
Business Day	Any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
CASA	Current account and savings account.
Card Accounts	Credit card account(s), charge card account(s) and prepaid card account(s).
Customer	A term used to collectively refer to Billers, Payers and other clients of a Participant.

Erroneous Payment Instruction	<p>A Payment Instruction that is initiated wrongly or is incorrect as follows:</p> <ul style="list-style-type: none"> ▪ Participants post erroneous entries to Billers'/Payers' bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers'/Payers' due to technical errors or operational errors; ▪ technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and ▪ Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.
Fraudulent Payment Instruction	<p>A payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It included cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.</p>
Interbank GIRO or IBG	<p>An interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks.</p>
JomPAY Scheme Rules	<p>The general rules governing Participant offering JomPAY service. Details on the rules can be found on www.jompay.com.my.</p>
Scheme or JomPay	<p>A service offered by PayNet which facilitates industry wide ubiquitous bill payments through the use of standard Biller Codes and Recipient Reference Numbers.</p>
PayNet	<p>Payments Network Malaysia Sdn. Bhd., also referred to as the Scheme Operator or SO.</p>
Mistaken Payment Instruction	<p>A payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which:</p> <ul style="list-style-type: none"> ▪ are directed to the wrong customers ▪ contain incorrect Recipient Reference Numbers ▪ carry the wrong amount; or ▪ are duplicated.
Participant	<p>A Bank that is a member of the Scheme.</p>
Payer	<p>Individuals, companies, body corporate, businesses (including sole proprietors and partnership), government agencies, statutory bodies, societies, and other Bank customers that make payments to Billers using the Scheme.</p>
Payer Bank	<p>A Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction.</p>
Payer-not-present	<p>Payer is not physically present during the transaction initiation process.</p>



Payment Instruction or Payment	An order from a Payer to its Payer Bank directing the Payer Bank to: a) draw funds from the Payer's bank account; and b) transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.
Reversal	Means a transaction that: a) is initiated by a Biller to cancel an Erroneous Payment Instruction; b) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and c) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction has been applied to the bank account(s).
Real-time Notification or RTN	A form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer's bank account has been successfully debited for a Payment Instruction to the Biller.
Recipient Reference Number or RRN	A unique identifier assigned by a Biller to a Payer referred as Ref-1 and Ref-2 (if any) on a Bill.
Scheme Operator or SO	The owner and the operator of the JomPay Scheme, also referred to as PayNet.
Unauthorised Payment Instruction	A payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorized access to the Payer's account and makes unauthorized transactions from the Payer's account to make other payments. However, it does not include a Fraudulent Payment Instruction.
Unrecoverable Loss	The portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be retrieved after Participants have exhausted the recovery of funds process.

[End of JomPAY Payer Terms.]

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